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DATE: November 1, 2022
TO: Consultants Submitting Proposals for the Pheasant Branch Greenway Enhancement Design Project
FROM: James M. Wolfe, P.E., City Engineer
SUBJECT: **Request for Proposals**

The City of Madison Engineering Division is requesting proposals for **the design of the Pheasant Branch Greenway Enhancement Project, also known as the Old Sauk Trails Business Park Flood Mitigation project**. The intent for the Request for Proposals is to allow consultants the opportunity to enter into a contract with the City of Madison for the required work as detailed in the Request for Bids (RFP).

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

- Appendix A: Sample Purchase of Services Contract
- Exhibit 1 – Figure 1 – Proposed Conditions Conceptual Figure
- Exhibit 2 – Example Routing Sheet
- Cost Proposal Page
- Electronic Files available via instructions in the RFP

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

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

Interested Consultants shall submit one (1) electronic copy of their Proposals to the Office of the City Engineer by **4:00 PM on December 1, 2022**. Submit proposal electronically to: Caroline Burger at CBurger@cityofmadison.com

Please carefully review the RFP and follow all instructions. The successful Consultant must be agreeable to the City Of Madison standard contract language in the Sample Contract. Questions regarding this project may be directed to the project manager, Caroline Burger at CBurger@cityofmadison.com

Sincerely,


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

CITY OF MADISON

REQUEST FOR PROPOSALS



Title: Pheasant Branch Greenway Enhancement Design

City Agency: Engineering Division

Due Date: December 1, 2022
4:00 PM CST

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Electronic Data via Syncplify

1. XP-SWMM 1D/2D Pheasant Branch Watershed Study models
2. Pheasant Branch Watershed Study Report
3. Topographic survey data, including exterior property boundary of the design area. The City has collected some survey in the past and just released an RFP to collect additional survey
4. Wetland delineation report and boundary in digital (CADD or GIS format)
5. Partial artificial wetland exemption
6. Tree survey and condition evaluation
7. Tree clearing project
8. Historic pond and greenway data, where available
9. FY2021 FEMA BRIC Grant submittal
10. City of Madison Pond Design Checklist
11. City of Madison Restoration Example

1 NOTICE TO PROPOSERS

1.1 Summary of Services Requested

The City of Madison (City) is seeking proposals from a firm or team (Consultant) to design the Pheasant Branch Greenway Enhancement project, also known as the Old Sauk Trails Business Park Pond and Greenways, located at 8308 Excelsior Drive, on the west side of Madison. The intent of the design project is to reconstruct the existing stormwater ponds and greenways in a manner that maximizes flood reduction while enhancing stormwater quality treatment. The purpose of the Request for Proposals (RFP) is to solicit a design firm or team to carry out the design activities, as well as to develop a Scope of Services for the design process.

This project has been notified of receipt of an FY2021 Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant pending the Environmental Assessment (EA). The grant's purpose is to add resilience, in the form of flood risk reduction, to the project area. The design must achieve the flood reduction demonstrated in the FY2021 FEMA BRIC Grant Application materials.

The selected Consultant will be responsible for completed design activities within the timeframe that allows the City to fully maximize the allocated FY2021 FEMA BRIC Grant funding. The City has 36 months to reach substantial completion of construction from the date of the start of the grant award.

The Proposal submittals, discussed in detail in Section 3, shall highlight qualifications of project team and key personnel, project understanding and potential challenges, previous related project experience, level of effort, and scope of design services needed to meet the project goals. City of Madison Engineering staff will use submitted RFP responses to select the Consultant.

1.2 Project Area and Background

The Pheasant Branch Greenway Enhancement Project Area includes a series of stormwater ponds fed by greenways and culverts. It is located at the downstream end of the Pheasant Branch Watershed and is part of the South Fork of the Pheasant Branch Watershed.

Detailed information regarding the project area can be found in the attached FY2021 FEMA BRIC Grant materials included with the electronic information.

1.3 Important Dates

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

Issue Date: November 1, 2022
Questions Due Date: November 10, 2022, 4:00 PM CST
Answers Posted Date: November 14, 2022, 4:00 PM CST
Proposal Due Date: December 1, 2022, 4:00 PM CST

1.4 Format

Given the challenges in submitting physical documents currently, Proposals will be submitted in PDF format via email (max size 17 MB).

The City will not consider illegible Proposals.

Elaborate Proposals beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

1.5 Delivery of Proposals

Emailed Proposals will need to be limited to 17 MB or less. Please see Section 3 for Submittal Details.

1.6 Standard Terms & Conditions

City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix A: 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.

The Scope of Services developed by the Consultant shall become part of the Contract for Purchase of Services for Design Professionals.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that 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. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

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: All Contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for Contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

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 **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 City of Madison Contact Information

The City of Madison is the
procuring agency:

Caroline Burger
City of Madison Engineering Division
cburger@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.

1.10 Inquiries and Clarifications

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City 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 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

Any questions regarding the submittal process and/or aspects of the RFP may be made via e-mail to Caroline Burger at cburger@cityofmadison.com. Only email communications will be accepted.

An acknowledgement of receipt of the questions will be emailed to the Consultant as the questions are received. No questions will be accepted after 4:00 p.m. (CDT) November 10, 2022. All questions and responses will be sent and posted no later than November 14, 2022 by 4:00 p.m.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will provide an addendum to all Proposers. The addendum will be provided via email to the contact listed on the RFP. If other group members would like to be included on the email for addendum it is the Proposer’s responsibility to identify those persons wishing to receive the email.

1.12 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.

1.13 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.

1.14 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 the due date listed in Paragraph 1.3.

1.15 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.

1.16 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.

1.17 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, shall 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.

1.18 Tax Exempt

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

1.19 Proposer's Responsibility

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

2 PROJECT GOALS, TASKS, ROLES AND RESPONSIBILITIES

The purpose of this project is to develop permitted bidding documents for the Pheasant Branch Greenway Enhancement project, also known as the Old Sauk Trails Business Park Pond and Greenways, located at 8308 Excelsior Drive, on the west side of Madison. The final design shall meet the project goals detailed in Section 2 of this RFP. The Consultant shall submit a Scope of Services as part of their proposal. This Scope of Services will be used as an attachment to the Contract for Purchase of Services, and shall specifically outline all necessary steps to be completed in this design.

The City expects the design process will be collaborative with the appropriate level of discussion throughout the duration of the project. Based upon public acceptability and regulations, not all designs may be acceptable, and the Consultant shall be willing to modify designs based on City input. Check-ins with staff will be required to obtain the appropriate guidance as the projects proceed.

This project has been notified of receipt of an FY2021 Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant pending the Environmental Assessment (EA). The grant's purpose is to add resilience, in the form of flood risk reduction, to the project area. The design must achieve the flood reduction demonstrated in the FY2021 FEMA BRIC Grant Application materials.

The selected Consultant will be responsible for completed design activities within the timeframe that allows the City to fully maximize the allocated funding. The City has 36 months to reach substantial completion of construction from the date of the start of the grant award.

Given the current permitting climate, the City is anticipating 90% construction documents will need to be complete by January 2024, that permits will be obtained in the Fall of 2024, and construction will begin in January 2025. The Consultant will review available information and create a design project schedule that will allow for all permits to be obtained and substantial completion to occur within the FEMA BRIC Grant requirements.

The concept described in the FY2021 FEMA BRIC Grant submittals is what is approved for grant funding, as shown in Figure 1. It is expected the Consultant's final deliverables will follow FEMA BRIC Grant requirements.

The total engineering budget submitted in the FY2021 FEMA BRIC Grant is \$300,000.00.

2.1 Project Goals

This project has four main design goals.

- Reduce flood risk as detailed in the FY FEMA BRIC grant submittal.
- Improve water quality discharging to the South Fork of Pheasant Branch.
- Utilize the existing XP-SWMM 1D/2D model for design and confirmation of meeting FEMA BRIC Grant requirements.
- Restore the project area with environmentally sensitive vegetation and materials.

2.2 Noted Design Components

The Consultant shall provide recommendations to the City with plans and specifications that shall be included in the final bidding documents and during each review. The design shall at a minimum:

- Propose a project that can be permitted by the WI Department of Natural Resources and the US Army Corps of Engineers, and that balances water quality improvement and wetland mitigation credit purchase.
- Balance dredge quantities and disposal or reuse options with water quality improvement.

- Avoid utility conflicts where possible. Where not possible, Consultant shall work with the City or private utility companies to identify utilities in conflict and the feasibility of relocating. Consultant shall lead the coordination with the appropriate utility companies and/or the City.
- There are two known sanitary sewer crossings that will likely need to be lowered. Additional survey is being collected for this area.
- Identify impacts on other adjacent properties and coordinate for any impacts with stakeholders.
- Utilize environmentally sensitive design techniques.
- Identify disturbance limits, channel/pond cross sections and profiles, provide plan and profile and pipe chart information for any storm and or sanitary sewer relocations or installations
- Identify tree removal and provide direction as to who will mark them for removal/saving.
- For trees to be removed close to the property line, Consultant shall field verify that they are on City property.
- Provide direction and documentation on any necessary easement or land needs and draft relocation order documents as necessary to be used by the City to purchase land rights.
- Provide maintenance access for storm and sanitary infrastructure. This shall include sanitary sewer vector truck access as defined by Engineering Operations, future pond access for dredging, forebays at major outfalls that can be dredged, and access to storm sewer grates for clearing wherever possible.
- This project is at the downstream end of the watershed. Flow conditions are expected to change as the watershed develops and as other flood reduction infrastructure is installed. The outlet structure shall allow for flexibility to be modified when major changes are expected for flow conditions.
- Design a dewatering shelf to allow for future pond maintenance dredging to be dewatered on site, if possible.
- Provide an erosion control plan (for both WDNR and City of Madison). Along with identifying, coordinating and obtaining any other State or Federal permitting required to complete the work.
- Provide a comprehensive approach to WDNR and ACOE permitting that will meet the project goals and timeline. It is anticipated a heightened approach will be necessary based on the wetland and wetland mitigation requirements. Consultant is made aware that at the current time it appears that 90% plans are required for permit submittal to WDNR and ACOE the Consultant shall consider this in their timeline.
- Incorporate ecological restoration analysis and design throughout the project design development including evaluation of ecological impacts, cost estimates, and proposed plans at the 30%, 60% and 90% level design submittals. This project may include varying levels of ecological restoration depending on design analysis, conversations with staff on long term management, and public feedback. An example of a City of Madison project where this is taking place is found here: <https://www.cityofmadison.com/engineering/projects/mendota-grassman-greenway-flood-mitigation-and-restoration-design> Ecological restoration analysis shall evaluate which areas to target for invasive removals for long term management, existing watershed and seed bank, and likely success of ecological restoration efforts given city's existing operational capacity. An example of the results of this analysis, which shall be similar to requirements of this project, are in the electronic materials included with this RFP.
- The Consultant shall evaluate existing tree species, condition and ecological appropriateness, in conjunction with proposed designs to provide an ecological solution that minimizes impacts to desirable vegetation. The Consultant shall work with City staff on determining appropriate species and individual trees to save. All tree removals shall be submitted for review by the Forestry Division, and the Consultant may be asked to present on the impacts of these removals at public meetings.
- It is anticipated, that the restoration work will be bid in two separate contracts occurring sequentially. The first contract shall include restoration work associated with the larger grading project, tree removal and work required to prepare the site for permanent planting and seeding. The second contract shall be specific to seeding, planting, on-going invasive removals after seeding. The Consultant shall prepare plans and specifications for both, but shall not be required to provide bidding assistance, construction inspections, etc. as part of the latter restoration contract. It is expected this plan will be developed by an ecologist or landscape architect with knowledge of arboriculture, forestry and ecological restoration. If the Consultant does not have

this expertise on staff, it is expected they will contract with a sub-consultant with the expertise. The Consultant is expected be able to work independently on this and provide appropriate documents for City review.

- Create draft 30%, 60% and 90% and construction cost estimate for the proposed project construction. Create final plans, specifications and construction cost estimate.
- Provide guidance during bidding and limited construction oversight.
- Current information indicates that FEMA will be completed the Environmental Assessment. Should their staff capacity result in them being unable to complete it, or complete it within a timeframe that allows the City to meet the grant requirements, the Consultant shall complete the necessary Environmental Assessment to meet the FEMA grant requirements. The Proposal Cost Form includes this as an Additional Task. The Consultant shall provide a scope and cost for this potential additional task.
- Meet all FY2021 FEMA BRIC grant requirements.

2.3 Project Draft Scope of Services

The City has provided a draft Scope of Services in addition to outlining the goals of the project, the minimum tasks, and the responsibilities of the City and the Consultant. The Consultant shall provide an annotated Scope of Services with their Proposals documenting their assumptions and additional tasks they feel are important for the success of the project.

The annotated Scope of Services shall be submitted with a corresponding cost proposal that is broken down per item of the proposed Scope of Services. The annotated Scope of Services shall become part of the Contract for Purchase of Services for the project.

Task 1. Review FY2021 FEMA BRIC Grant Requirements and Identify Additional Tasks

The City has received notice they are eligible to receive a FY2021 FEMA BRIC Grant pending the Environmental Assessment. The Consultant will review all of the requirements of the grant. Where additional tasks are necessary to fulfill grant requirements, the Consultant will coordinate with the City. The additional tasks may be completed in-house or may be outsourced.

Task 1 Deliverables

- Summary of review of FEMA BRIC Grant Requirements
- Additional task descriptions, include scope and budget language

Task 2. Review Existing Data and Identify Additional Data Needed

Consultant shall review project base data provided by the City as identified in the Request for Proposals (RFP), and coordinate with the City and other utilities to gather additional base mapping.

Data to be provided by the City is anticipated to include the following, at a minimum:

- XP-SWMM 1D/2D Pheasant Branch Watershed Study models;
- Pheasant Branch Watershed Study Report
- Topographic survey data, including exterior property boundary of the design area. The City has collected some survey in the past and just released an RFP to collect additional survey;
- Wetland delineation report and boundary in digital (CADD or GIS format);
- Partial artificial wetland exemption;
- Tree survey and condition evaluation;
- Tree clearing project;
- Historic pond and greenway data, where available;
- FY2021 FEMA BRIC Grant submittal;
- City of Madison Pond Design Checklist;
- City of Madison Restoration Example;
- Title reports, if necessary, for Relocation Order;

- Archaeological reviews—archeological review was completed by City staff and there are no known areas of interest in this project area;
- Borings and soils data (to be collected based on Consultant input);
- Sediment analysis (to be collected based on Consultant input);
- Storm structure and pipe record data;
- City of Madison Standard Specifications. Note the box culvert standard specification has been revised recently and should be reviewed for design criteria.

Consultant shall review the data provided with this RFP and coordinate with the City to acquire additional data as necessary. Additional data needed may include soil borings, Utility Line Openings (ULOs), vegetation surveys, and/or topographic survey data (including existing building lowest adjacent grade and low opening elevations), endangered species reviews, and sediment sampling as discussed below.

Task 2 Deliverables

- List of additional data needs
- Maps showing data need locations (if necessary)

Task 3. Utilize XP-SWMM 1D/2D Model for Project

The City has recently completed the Pheasant Branch Watershed Study. This model for the study was built using XP-SWMM's Complete Bundle with the GPU Module for xp2D version 9.1.3. The Consultant may upgrade to the most recent version if they choose to.

There are three scenarios the Consultant is expected to utilize for this design. The first is Existing Conditions. The second is the version with the FEMA BRIC Grant concept. The third is the Ultimate Proposed Conditions model which contains all the proposed solutions for the entire watershed.

It is expected that the designs will be entered into the Existing Conditions and Proposed Conditions model. The FEMA BRIC Grant model will be used as a reference.

Swallowtail Pond and Wexford Pond may be under active reconstruction during this project design. Both of these ponds eventually drain to the project area. The current design for each are in the Ultimate Proposed Conditions model. It is expected that the Updated Existing Conditions model returned to the City include both of these reconstructed ponds if active reconstruction is occurring during the design of this project.

Task 3 Deliverables (to be included in Basis of Design Report)

- Brief written summary of review (may be separate document or included in the Basis of Design Report)
- Summary of results of each scenario
- Input files for each model scenario (including surfaces used for topography in the models)
- GIS files used for model manipulation or reporting

Task 3. Develop Sediment Sampling Plan and Dredging Plan

Consultant shall coordinate with the WDNR to determine if NR 347 or NR 528 is applicable to this project and if so, develop a sediment sampling plan in accordance with the applicable regulation. It is expected that the sediment sampling plan will identify the need and locations for soil borings/testing. Consultant will coordinate with WDNR to determine sample locations and testing requirements. The soil testing is to be done by the City's testing consultant. Soil exploration is to be coordinated by the Consultant, but billed directly to City by testing firm.

The proposed design will incorporate dredging of the existing ponds. Therefore, the Consultant shall complete a dredging, dewatering, and spoils management plan in accordance with NR 528 as part of the project design.

Consultant will assist the City in the development of a scope of services (number and location of borings, analyses to be completed) for sediment sampling and sediment testing to be completed under separate contract with the City's selected geotechnical contractor. Consultant will coordinate with the City's geotechnical consultant and City's Hydrogeologist to acquire the samples and perform required laboratory testing.

Consultant will coordinate with WDNR, geotechnical consultant, the City's Hydrogeologist and analytical lab regarding the test results, and will define the significance of the test results as to the execution of the construction of the project.

Consultant will incorporate provisions for the excavation, handling and disposal requirements of potentially contaminated spoils into the project specifications. The Consultant shall coordinate with the City Project Manager on determining a spoils disposal location. The City will secure approval for disposal locations, including facilitating coordination with other City agencies where necessary. If necessary, the Consultant shall prepare a dewatering plan and a dredging spoils disposal plan and incorporate into the project drawings—each plan shall consist of a single sheet depicting grading and erosion control at the remote site, as well as notes and details necessary to define the work.

Consultant will coordinate with WDNR throughout sediment sampling and dredging dewatering, and spoils management plan development and approval process.

Task 4 Deliverables

- Sediment sampling plan
- Dredging, dewatering, and spoils management plan
- Correspondence with WDNR including list of all required permits
- Summary of coordination between City's Hydrogeologist, geotechnical consultant, Project Engineer and WDNR
- Specification language as necessary and where required within construction documents describing provisions for the excavation, handling and disposal of potentially contaminated spoils

Task 5. Public Information Meeting #1

The City has a robust public outreach approach. The Consultant is expected to lead the public outreach activities while following established City processes.

Consultant will meet with City staff to review the documents, including a draft PowerPoint, in preparation for the first Public Information Meeting (PIM). Consultant assumes that this meeting will be conducted virtually, via ZOOM or other online platform. Two (2) Consultant design engineers will attend the meeting and the meeting will last approximately one (1) hour.

Consultant will conduct PIM #1. The purpose of the meeting will be to provide an overview of the project components, project goals, project constraints, and schedule. Three (3) Consultant facilitators will attend the meeting and the meeting will last approximately two (2) hours.

Task 5 Deliverables

- Meeting agenda and meeting minutes for meeting with City staff
- PowerPoint presentation for PIM that follow's city's standards
- PIM#1 public attendee comment form
- Supporting exhibits to facilitate discussion (one (1) copy delivered digitally in .pdf format).
- Summary of meeting comments and discussion from PIM #1 (one copy delivered digitally in .pdf format).

Prior to the Public Information Meeting, the Consultant shall have at least one meeting with Stakeholders, see Task 8: Facilitate Stakeholder Meetings.

Task 6. Develop 30% Construction Documents and Cost Estimate

Consultant shall refine the conceptual design from the FY2021 FEMA BRIC Grant submittal and prepare 30% construction documents for purposes of discussion with City staff and the public. Documents shall include an overview plan, large-scale plan and profile sheets, along with conceptual details, and cross sections in the style of renderings. Concept level cost estimates shall also be prepared. The drawings and cost estimates will be delivered in digital format for review.

Task 6 deliverables

- 30% level plans and cost estimates

At the completion of the 30% Construction Documents and Cost Estimate, the Consultant shall have at least one meeting with Stakeholders, see Task 8: Facilitate Stakeholder Meetings.

Task 7. Develop Permit Applications and Supporting Documents

Consultant will determine the state, local, and federal permits needed for the project.

Consultant will utilize the 90% construction documents to prepare supporting documents and permit applications for signature by the City. Necessary permit applications are anticipated, but not limited to include the following:

- City of Madison Erosion Control
- Wisconsin DNR Construction Site Disturbance (WRAPP)
- Wisconsin DNR/USACE Wetland Restoration Permits
- Wisconsin DNR/USACE Ponds – Waterway Protection Permits
- Wisconsin DNR/USACE Dam – Waterway Protection Permits
- Wisconsin DNR/USACE Permit for Wetland Disturbance
- Wisconsin DNR/USACE Dredging – Waterway Protection

Consultant shall exercise judgement in regards to design aspects that impact wetlands so as to minimize the requirement to purchase mitigation credits to the maximum extent practicable. The scope of services for wetland permitting does not include mitigation services (such as identifying or designing off-site mitigation, purchasing mitigation credits for a wetland bank, etc.). Consultant will provide City with amount of mitigation needed and City will carry out mitigation process.

Consultant shall provide City with permit fee amounts and City will provide payment. If wetland mitigation credits are required the City will facilitate the approval, purchase and payment of the credits.

Permitting of projects in this area of the City has been challenging. The Consultant shall create a strategy showing how they will successfully help the City apply for the permits. If necessary, a sub-consultant may be needed to assist with implementing the strategy.

As part of this Task, the Consultant shall provide a comprehensive approach to WDNR and ACOE permitting that will meet the project goals and timeline. It is anticipated a heightened approach will be necessary based on the wetland and wetland mitigation requirements. Consultant is made aware that at the current time it appears that 90% plans are required for permit submittal to WDNR and ACOE. The Consultant shall consider this in their timeline.

Note: The City of Madison has been holding preliminary design intent meetings with WDNR, prior to permit submittals, for projects. The purpose of this is to introduce the design to the WDNR and discuss expectation by the WDNR for any approvals of Wetland and Waterway permitting. The Consultant may wish to include these meetings in their permitting strategy.

Task 7 Deliverables

- List of expected permits and associated fees

- Correspondence with WDNR
- Completed permit applications and supporting documentation
- Digital copies of letters of permit coverage. (Permit requirements will be incorporated into the 100% construction documents.)

Task 8. Facilitate 3 Stakeholder Meetings

There are many stakeholders for this project. The CONSULTANT shall include three (3) meetings with stakeholders in their proposal cost.

Consultant will meet with City staff to review the documents in preparation for the stakeholder meetings. Consultant can assume that this meeting will be conducted virtually, via ZOOM or other online platform. Two (2) Consultant design engineers will attend the meeting and the meeting will last approximately two (2) hours.

At each meeting, Consultant shall provide visuals to facilitate useful conversation about the topic (grading extents, inundation comparisons etc.). Consultant shall assume a brief presentation with a slide show (PowerPoint) will be prepared, followed by question and answer session. The Consultant shall assume that these meetings will be virtual for Task 8 in the Cost Proposal Spreadsheet, yet shall provide a unit cost for in-person stakeholder meetings on the Cost Proposal Spreadsheet. An in-person stakeholder meeting may include a site walk-through (should it be able to be done safely given COVID-19 precautions).

Task 8 Deliverables

- Meeting agenda and meeting minutes for meeting with City staff
- PowerPoint presentation for PIM that follow's city's standards
- Stakeholder comment forms
- Supporting exhibits to facilitate discussion with stakeholders (one (1) copy delivered digitally in .pdf format. For in person meetings, Consultant shall provide the City with pdfs to print 11x17 maps and a 3'x4' map)
- Summary of stakeholder meeting comments and discussion (one (1) copy delivered digitally in .pdf format).

Task 9. Develop 60% Construction Documents and Cost Estimate

Prior to the development of 60% Construction Documents and Cost Estimate, the Consultant shall have at least one meeting with Stakeholders, see Task 8: Facilitate Stakeholder Meetings.

Based on comments received through the Stakeholder Meetings and direction from City staff, Consultant will advance the design of the preferred alternative to the 60% level, including an opinion of probable construction costs. 60% construction documents will include preliminary grading and utility layouts, plan and profile sheets, cross section sheets, and detail sheets delivered to the City and other stakeholders in digital format.

Consultant will meet with City staff, and facilitate meetings with other utility companies to discuss the 60% design documents.

Consultant assumes that coordination meeting(s) will be conducted virtually, via ZOOM or other online platform. Two (2) Consultant design engineers will attend the meeting and the meeting will last approximately two (2) hours.

Task 9 deliverables include

- 60% level plans, cost estimate and high level construction schedule for major components of the work for the preferred sub-alternative (one (1) copy delivered in .pdf format).
- Meeting agenda and meeting minutes (one (1) copy delivered digitally in .pdf format).

Task 10. Basis of Design Report

Consultant will prepare a Basis of Design Report summarizing the project and major design parameters. The report will include:

- Summary of existing and proposed project area hydraulics.
- Summary of property/easement acquisition, public feedback, regulatory feedback, and utility coordination issues which influenced the design.
- Assumptions made during design,
- Summary of ecological conditions and recommendations based on staff feedback.
- Copies of PIM, stakeholder meetings and other meeting summaries and notes.
- Copies of pertinent correspondence with utilities and associated base maps.
- Copies of pertinent correspondence with regulators, permit applications, and permit coverage letters.
- Model input files and output rasters.
- CAD design files.

Task 10 deliverables include:

- One (1) copy of the Basis of Design Report in .pdf format
- One (1) digital copy of CAD files and hydraulic model files

Task 11. Develop 90% Construction Documents and Cost Estimate

Consultant will revise and continue developing the project documents to a 90% level of completion. Construction documents will include a plan set with page numbers, including but not limited to existing plan, grading plans, erosion control plan, clearing plans, vegetation plan, utility plans, plan and profile sheets, cross section sheets, detail sheets, and special provisions for the City's standard specifications. The 90% plan set shall include all notes that will be needed for construction.

Along with plans, a CAD elevation surface shall also be created as part of the 90% plan set. This will include plan and profile sheets, cross section sheets, detail sheets, and special provisions for the City's standard specifications.

The opinion of probable construction costs will also be updated as will the proposed construction schedule. All special provisions, bid items and other public bidding requirements shall be done in accordance with the City of Madison Specifications for Public Works Construction (Current edition).

The Consultant shall attend a review meeting to go over the 90% Construction documents. Consultant can assume this meeting will be conducted virtually, via ZOOM or other online platform. Two (2) Consultant design engineers will attend the meeting and the meeting will last approximately two (2) hours.

Prior to bidding, the bid documents shall be approved by the Board of Public Works and Common Council. Because the Board of Public Works meetings are held at set times, the Consultant shall provide a tentative delivery date for final design documents with the RFP and shall refine this collaboratively, as necessary, with the City to incorporate the appropriate approval and bidding timeframes.

Consultant shall prepare exhibits showing an overview of the project scope, including an overall cost estimate that summarize the proposed work for the Board of Public Works (BPW) and Common Council Approvals.

Task 11 Deliverables

- 90% level plans, cost estimate, and special provisions (one (1) copy of each in .pdf format and one (1) copy in Microsoft Word/Excel format)
- Proposed construction schedule
- Meeting agenda and meeting minutes (one (1) copy of each in .pdf format)
- Supporting exhibits to facilitate discussion (one (1) copy delivered digitally in .pdf format)
- Exhibits for BPW approval

- Copies of all required permit approvals

Task 12. Final Utility Coordination

Consultant will provide the 90% construction documents to affected entities in order to coordinate necessary utility relocations and project adjustments.

Task 12 Deliverables

- Correspondence sent to utility companies and responses provided.

Task 13. Develop Final Construction Documents

The Consultant shall not proceed with Task 13, until final permits are obtained or without consent from the City.

Consultant will develop final construction documents based on stakeholder comments, permit conditions, and City direction. Final construction documents will include all sheets necessary for bidding and final project construction, including will include plan and profile sheets, cross section sheets, detail sheets, and project technical specifications. The opinion of probable construction costs and construction schedule will also be updated.

Task 13 Deliverables

- One (1) copy of final plans in .pdf format
- One (1) copy of construction estimate in excel format
- One (1) copy of special provision in word document

Task 14. Address Final Comments and Develop Final Bidding Documents

The City has Final Design review process. The Final construction drawings and specifications are reviewed by the City Engineer and other City staff upon completion. Requested changes shall be incorporated in time to post the documents for bidding. The final construction plan and specifications routing sheet is attached as Exhibit 2 —Example Routing Sheet. Consultant will make minor revisions and provide final bidding documents for the City's use in letting the bid. Documents will be provided in the City's preferred digital format. The City will be responsible for posting bids on BidExpress.

Consultant will provide engineering construction drawings (plans), engineering cost estimates, construction schedule, and special provisions; however, standard specifications and 'front-end documents' will be prepared by City staff.

Task 14 Deliverables

- One (1) copy of bid package in .pdf format
- One (1) copy of design files in CAD format
- One (1) copy of construction estimate in excel format
- One (1) copy of special provision in word document
- One (1) digital copy of any additional files to complete project not in previous deliverables

Task 15 - Bidding Services

Consultant will develop a bidding schedule in coordination with the City.

Consultant will be available to answer bidder's questions, and prepare necessary addenda to the bid documents. Consultant shall provide an estimate of hours and cost that is anticipated for the labor effort for each deliverable listed below. The Consultant shall assume that this includes the preparation of up to two (2) addenda to the bid documents.

If a pre-bid meeting is deemed necessary, Consultant shall attend pre-bid meeting. Attendance includes preparation of agenda and meeting summary.

Task 15 Deliverables

- Summary of bidder's questions and project addenda in a format provided by the City (one (1) copy delivered in .pdf and word document). The City will be responsible for posting addenda on BidExpress.
- Pre-bid meeting agenda and meeting summary (if pre-bid meeting deemed necessary)

Task 16. Services During Construction

Consultant will attend the preconstruction meeting (to be administered by City staff). Consultant will provide shop-drawing review as requested by the City. The City shall conduct any precast shop drawing reviews for structures. Upon completion of ULOs, the Consultant shall review the data and make revisions to the plans as necessary. Consultant shall provide an estimate of labor hours and cost to complete this task, and effort above that level will require additional fees.

Consultant will provide limited support during this phase of construction only as requested by the City. The City has Construction Inspector staff to oversee the construction, and the City Project Manager will be the first contact for questions. The Consultant shall be available as necessary to make plan revisions, provide estimated quantities for change orders, and complete site visits, provide estimated hours and cost for each service.

- Conduct site visits as requested by the City.
- Assist the City in responding to questions from the contractor.
- Assist the City in preparing quantities for change orders as requested by the City.
- Assist the City in preparing plan revisions as requested by the City.

Consultant will track labor hours for this task and inform the City when 80% of the labor hours are expended. Labor hours exceeding the budgeted time will require a contract amendment.

Task 16 Deliverables

- Shop Drawing Reviews (one (1) copy delivered in .pdf format)
- Preconstruction Meeting Notes (one (1) copy delivered in .pdf format)
- Plan revisions as necessary based on field changes

Task 17. Project Management & Administration

Consultant will perform necessary project management tasks to complete project including contract administration and invoicing, as well as coordinating with the City's project manager regarding project schedule, budget and deliverables. Additionally, activities will include managing Consultant's project team to maintain focus on project goals and to bring to light any changed conditions with regard to the project which may need to be brought to the City's attention. Consultant will provide assistance for reimbursements for FEMA grant funds as necessary.

Consultants will also facilitate and attend a project kick-off meeting, as well as monthly progress meetings throughout the duration of the project through bidding. Assume all project meetings will be held virtually through the fall of 2024. Consultant shall assume there will be 1 virtual kick-off meeting, as well as 20 virtual monthly progress meetings when providing a cost for Task 17 in the Cost Proposal Sheet. Consultants may propose additional meetings as an additional task.

Task 17 Deliverables

- Kick-off meeting agenda
- Kick-off meeting summary
- Progress meeting agendas
- Progress meeting summaries

Optional Task 18. Environmental Assessment

FEMA has indicated they will develop the Environmental Assessment for the project. Should FEMA staff capacity result in them being unable to complete it, or complete it within a timeframe that allows the City to meet the grant requirements, the Consultant shall complete the necessary Environmental Assessment to meet the FEMA grant requirements.

The Consultant shall work with FEMA staff and City staff to develop the Environmental Assessment and create the necessary information and documents.

Task 18 Deliverables

- Draft Environmental Assessment
- Final Environmental Assessment

2.4 Roles and Responsibilities

Responsibilities of the City of Madison

1. The City of Madison Engineering Division will provide the following data:
 - a. XP-SWMM 1D/2D Pheasant Branch Watershed Study models;
 - b. Pheasant Branch Watershed Study Report
 - c. Topographic survey data, including exterior property boundary of the design area. The City has collected some survey in the past and just released an RFP to collect additional survey;
 - d. Wetland delineation report and boundary in digital (CADD or GIS format);
 - e. Partial artificial wetland exemption;
 - f. Tree survey and condition evaluation
 - g. Tree clearing project;
 - h. Historic pond and greenway data, where available;
 - i. FY2021 FEMA BRIC Grant submittal;
 - j. City of Madison Pond Design Checklist;
 - k. City of Madison Restoration Example;
 - l. Title reports, if necessary, for Relocation Order;
 - m. Archaeological reviews—archeological review was completed by City staff and there are no known areas of interest in this project area;
 - n. Borings and soils data (to be collected based on Consultant input);
 - o. Sediment analysis (to be collected based on Consultant input);
 - p. Storm structure and pipe data - <https://data-cityofmadison.opendata.arcgis.com/>
 - q. City of Madison Standard Specifications - <https://www.cityofmadison.com/engineering/developers-contractors/standard-specifications>
2. All data, except as noted above, can be found on the City's Synclify Site at this link: <https://sftp.cityofmadison.com:443/ui/#/synclify/share?N=3x86t8jEvr8RPZ77HdFMwM>
3. The City will coordinate public outreach meeting space (virtual or in-person), mail meeting notifications to residents, prepare and submit press releases, and update project website for meetings.
4. The City will pay permit application fees.
5. The City will provide the bidding contract template and City standard specifications for Consultant use.
6. The City will post the bidding contract, construction plans, and specifications for bidding and notify potential bidders.
7. The City will facilitate all project approvals necessary for bidding and award of the project.
8. The City shall provide the necessary land title reports and additional survey information that may be necessary, if any, to complete the Relocation Order Maps setting forth the acquisition of land interests required for the project. The City shall pay for appraisals associated with Relocation Orders and will administer the Relocation Order approvals and file the plat map.

9. The City will provide guidance where identified in the Tree Quality Criteria on which trees to remove.
10. The City will provide timely review of the restoration and management plans.

Responsibilities of the Consultant

The Consultant shall be responsible for the following:

1. Provide items identified in the final Scope of Work.
2. Provide a detailed design schedule and deadlines and project updates on a monthly basis, including development of milestones.
3. Prepare minutes for all meetings. Draft meeting minutes shall be provided in digital format to the City within 3 days for review and comment by staff.
4. Provide all necessary materials, prepare presentations, compile and document comments from the public for public outreach efforts.
5. Develop a permitting approach and research permitting requirements as well as develop all necessary permit applications and supporting documents. Submit for the appropriate permits and assign review and payment of fees to the City.
6. Assist City in meeting all FY2021 FEMA BRIC grant requirements.
7. Provide construction drawings in Civil3D and pdf format. Provide construction specifications in Microsoft Word, provide a construction estimate in Excel and pdf format, and consistent with City standard formatting. Multiple bid packages are possible to accommodate project phasing.
8. Provide all AutoCAD files used to create the design and associated plan set.
9. Provide survey staking information including but not limited to Corridors, pipe networks, alignments, and surfaces.
10. Provide revised model files, including an updated surface file, updated to include final design.
11. Provide any design files to the City.
12. Develop addenda, if necessary, for changes to construction plans or specifications during the bidding process.
13. The Consultant will coordinate utility relocation with permission from the City.
14. Provide an ecological restoration plan for the project's vegetation.

3 SCHEDULE AND SUBMISSION CONTENT

3.1 Timeline

TIMELINE	
RFP released	November 1, 2022
Submission deadline	December 1, 2022
Selection of Consultant(s)	January 15, 2023
Anticipated Project Start/Project Kick off Meeting	March 15, 2023
Anticipated 90% Construction Document Completion	January 2024
Anticipated Bid Date	Fall 2024
Anticipated Project Completion	December 31, 2025

3.2 Submission Contents

There are no page limits for the Proposal submission. Please keep responses clear and concise.

Evaluation Criteria

Scoring will be weighted as follows:

1. 20% for Project Understanding and Approach
2. 25% for Team Composition, Performance, and Key Personnel
3. 20% for Relevant Project Experience
4. 5% for Local Vendor Preference
5. 30% for Cost

Below is a list of items required in each submittal section:

1. Cover Letter
 - a. Lead Consultant name and mailing address
 - b. Contact person's name, title, phone number, and email address
 - c. Signature of the individual(s) authorized to negotiate and bind the Consultant contractually
2. Introduction
 - a. Describe the Team's understanding of the unique conditions of the pond and greenway system, challenges of the design/reconstruction, and discuss ideas for creative restoration options that could be applied to this project.
3. Project Approach
 - a. Provide a Scope of Services based on the RFP
 - b. Clearly call out any areas where your proposed Scope of Services is different from the Scope provided in the RFP (Additional tasks/services to be included as an appendix)
 - c. Where appropriate, provide additional information describing Team's recommendations for design of this project
 - d. Explain strategies and techniques intended to encourage inclusive stakeholder engagement, including commitment to Racial Equity and Social Justice, decision making processes, and equitable environmental planning.
 - e. Describe understanding of FEMA BRIC Grant and its requirements.
 - f. Describe approach for developing successful permitting strategies.
 - g. Describe approach for meeting challenging project schedules, specifically with clients with review and approval processes like the City of Madison.
4. Team Composition, Performance, and Key Personnel
 - a. Summarize the Consultant Team's background and focus.
 - b. Provide a Team organizational chart that identifies a project manager and the relationship among consulting team members, including sub-consultants.
 - c. Briefly summarize the Key Personnel's role for this project.

- d. Note Team members with experience with FEMA BRIC grants, or other similar Federal grants, successful permitting strategies, restoration expertise, and meeting challenging project schedules.
5. Relevant Project Experience
 - a. Provide up to 3 relevant projects, including Client and Project information, Team's responsibility in the projects, the challenges presented by each project, and the final results. Include which Key Personnel were involved.
 - b. Limit project examples to those completed within the last 10 years.
 - c. List the project year(s), Key Personnel, and Client contact person and telephone number for each.
6. Schedule, Level of Effort, and Costs
 - a. Include schedule for completion by Task.
 - b. Provide information showing Team can meet schedule outlined in this RFP. For example, include percent availability for Key Personnel.
 - c. Prepare Cost Proposal and include with submittal.
Costs to include:
 - i. List proposed costs by proposed Scope of Work Tasks
 - ii. Provide a total not-to exceed dollar value for any reimbursable expenses associated with each individual task, including the type of expense, such as mileage, printing expenses, etc.
 - d. Provide detailed project budget, estimated hours by position title per task, and billing rates for all personnel to be assigned to the project.
 - e. In separate table, list cost per meeting and number of assumed meetings. Meetings expected include, at a minimum, a Kick-off meeting, Public Information Meetings, Stakeholder Meetings and Coordination meetings.
 - f. Anticipate the majority of meetings will be held virtually. Provide separate cost if in person meetings are required.
7. Attachments/Appendices
 - a. Resumes (suggested length: 2 pages maximum per resume)
 - b. References: Provide three references for the Consultant team. Include the reference contact's name, address, phone number and relationship to the firm/team.
 - c. Additional Tasks or Services: Consultants may offer suggestions for additional tasks to be conducted during the project. Provide a summary of the tasks that were not identified in the provide Scope of Work, along with a separate line item with costs for those services they wish the City to consider.
 - d. Comments on Contract Standard Terms and Conditions: The entity that would enter into the contract with the City for the RFP will need to be able to meet the City's Standard Terms and Conditions or be able to come to a mutual agreement with the City on the Standard Terms and Conditions. If they are not able to meet those conditions it may impact the City's selection. Firms should acknowledge if they are able to meet the City's Standard Terms and Conditions or if they have had experience with successfully negotiating mutually agreeable exceptions to the City's standard language. Consultants will need to comply with the Department of Civil Rights Affirmative Action plan requirements and will be expected to meet those requirements as part of the purchase of services.

3.3 Submittal Details

Submit Proposal via email by 4:00 p.m. on December 1, 2022:

City of Madison Engineering Division
Pheasant Branch Greenway Enhancement Project
Attn: Caroline Burger
cburger@cityofmadison.com

Complete submittals shall consist of one (1) electronic copy in pdf format containing the entire response. Incomplete submittals shall not be considered.

4 EVALUATION OF PROPOSALS

Responses to this RFP will be reviewed by a Selection Committee chosen by the City Engineer based on the appropriateness of the Proposal, budget, and ability to meet the proposed timeline.

If necessary, the City Selection Committee may elect to interview a subset of respondents to this RFP to better understand differing proposed approaches to the projects. Each interview will be scheduled by the City following submission of all Proposals. The City reserves the right to interview any subset of respondents the Selection Committee chooses for further review.



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

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

All contractors:

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

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

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

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

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

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

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

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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

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

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

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any

Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
 - City of Madison
 - ATTN: Risk Management, Room 406
 - 210 Martin Luther King, Jr. Blvd.
 - Madison, WI 53703The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.**
 For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
 "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
 "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**
 Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **AUTHORITY.**
 Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**
 This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

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

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

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

By: _____
Mary Richards, Procurement Supervisor

Date: _____

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

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

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

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

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

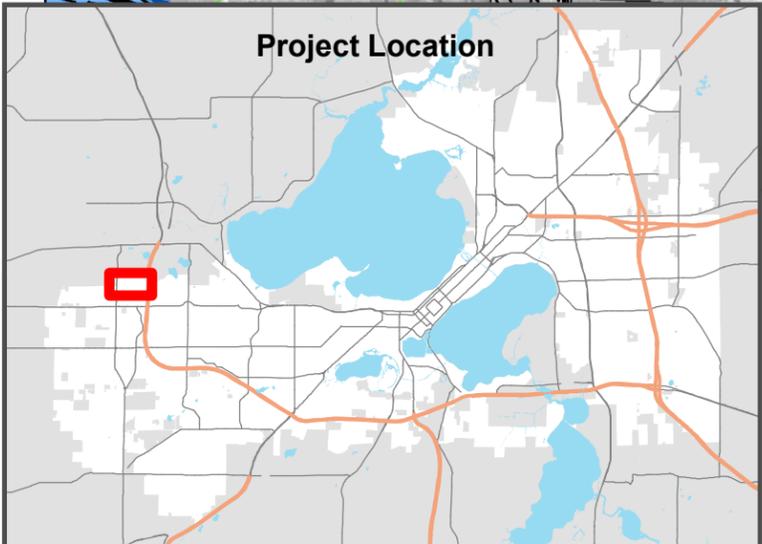
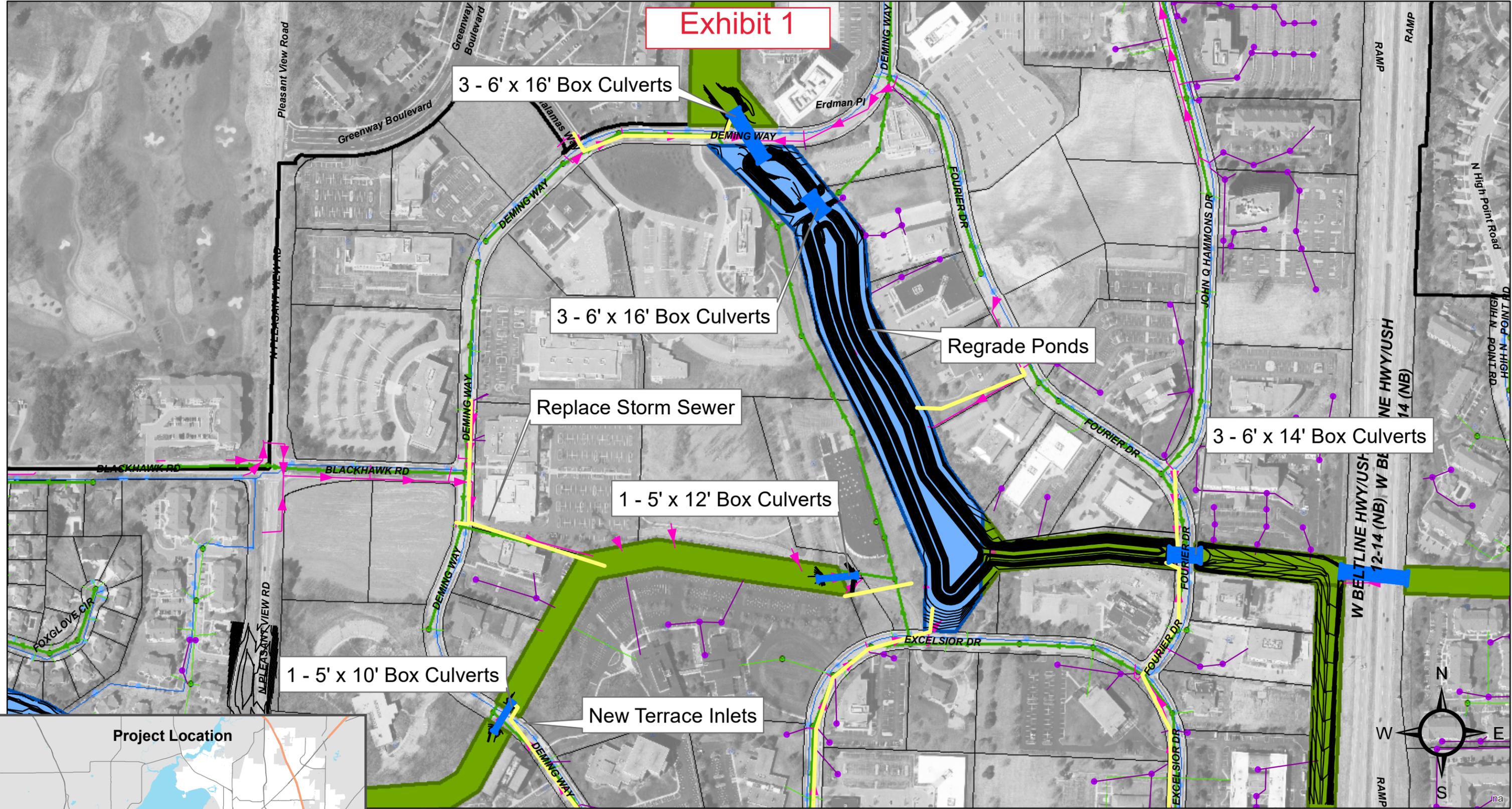
Cost Proposal - Pheasant Branch Greenway Enhancement Design

Task or Item		Cost
PRELIMINARY DESIGN	Task 1. Review FY2021 FEMA BRIC Grant Requirements and Identify Additional Tasks	\$
	Task 2. Review Existing Data and Identify Additional Data Needed	\$
	Task 3. Utilize XP-SWMM 1D/2D Model for Project	\$
	Task 4. Develop Sediment Sampling Plan and Dredging Plan	\$
	Task 5. Public Information Meeting #1	\$
	Task 6. Develop 30% Construction Documents and Cost Estimate	\$
	Task 7. Develop Permit Applications and Supporting Documents	\$
DESIGN	Task 8. Facilitate 3 Stakeholder Meetings	\$
	Task 9. Develop 60% Construction Documents and Cost Estimate	\$
	Task 10. Basis of Design Report	\$
	Task 11. Develop 90% Construction Documents and Cost Estimate	\$
	Task 12. Final Utility Coordination	\$
	Task 13. Develop Final Construction Documents	\$
	Task 14. Address Final Comments and Develop Final Bidding Documents	\$
BIDDING & CONSTRUCTION	Task 15. Bidding Services	\$
	Task 16. Services During Construction	\$
Task 17. Project Management & Administration		\$
Reimbursable expenses and incidentals (cost not to exceed)		\$
TOTAL COST		\$

Unit Costs	Cost per Virtual Progress Meeting	\$
	Cost per In-Person Progress Meeting	\$
	Cost per Virtual Public Information Meeting	\$
	Cost per In-Person Public Information Meeting	\$
	Cost per Virtual Focus Group or Stakeholder Meeting	\$
	Cost per In-Person Focus Group or Stakeholder Meeting	\$

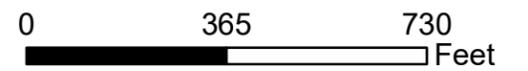
Additional Tasks	Optional Task 18. Environmental Assessment	\$
	Additional Task 19.	\$
	Additional Task 20.	\$

Exhibit 1



	Greenway		Inlet		Sanitary Laterals		Park
	Pond		Private Stormwater Pipes--Approx		Water Main		Upgraded Storm Sewer
	Storm Pipe		Private Stormwater Structures--A...		Water Valve		Proposed Contours
	Other Storm Structure		Sanitary Mains		Water Hydrant		Proposed Box Culverts
	Access Structures		SAS		Ownership Parcels		
	Apron				Municipal Limits		

Old Sauk Trails Business Park Pond and Greenway Reconstruction Pheasant Branch Watershed



Date: 10/18/2022

EXHIBIT 2

CHECKLIST FOR PUBLIC WORKS PLANS

Project Number: _____

Project Name: _____ Date: _____
 Project Engineer: _____ Contracts: _____
 Project Limits: _____ Start Date: _____

Storm Designer: _____ Traffic Control Designer: _____ Traffic Signal Designer: _____

Forestry Staff: _____ Pavement Marking Designer: _____ Street Lighting Designer: _____

Sanitary Designer: _____ Water Utility Designer: _____ Erosion Control Inspector: _____

Pavement marking in bid document Pavement markings by TE Contract Pavement marking by City Crews No pavement markings

<u>Permit</u>	<u>Required</u>	<u>Date Submitted</u>	<u>Permit</u>	<u>Required</u>	<u>Date Submitted</u>
City of Madison Erosion Control	_____	_____	Town ROW Excavation	_____	_____
WDNR - WRAPP	_____	_____	Army Corps of Engineers	_____	_____
Dane County Erosion Control	_____	_____	Dane Co ROW Excavation	_____	_____
WDNR - Sanitary Sewer Extension	_____	_____	DOT ROW Excavation	_____	_____
WDNR - Chapter 30	_____	_____	Erosion Control (Other Municipality)	_____	_____
WDNR - Wetland	_____	_____	WDNR - Dewatering	_____	_____
WDNR/Army Corps Invited to PreCon	_____	_____	Sanitary Discharge	_____	_____

Permit Comments:

Fries/Schmidt _____ Permits Listed Are Correct Fries/Schmidt _____ OK to proceed to bidding

Public Easements: _____ Private Easments _____ Private Right of Entry _____

CHECKLIST FOR PUBLIC WORK PLANS

PROJECT NUMBER: _____

Project Name: _____
Project Engineer: _____

Date: _____
Contract: _____

Private Project Checklist (initial when complete or mark "N/A" if not applicable)

- Lead Project Engineer _____ Truck turning radii have been checked on all collector and arterial intersections
- _____ Soil borings are included in the contract
- _____ Limits of work have been checked and compared: street plan vs. various utility plans
- _____ Traffic control specification reflects utility extensions into bordering streets
- _____ Inlets coordinated with all low points
- _____ Project coordinated with utilities
- _____ Project coordinated with Madison Water Utility
- _____ Review the impact of construction on each individual tree
- _____ Notify residents whose trees are impacted by construction
- _____ Proposal excel file has been checked for formulas, rounding consistency with printed contract for all bid items
- _____ Pavement marking coordinated with City Traffic Engineering
- _____ Plan format PDF by MicroStation Hard Copy
- _____ Section Corners, Property Irons, and Control Points on plans and on proposal page
- _____ Notify County Surveyor if section corner is on plan (Dan Frick)
- _____ Authorized to Bid (approved plans by BPW & CC); Estimated cost:
- _____ Attach Public Involvement Plan
- _____ Attach Engineer’s construction schedule
- _____ Coordinated Metro Bus Pads and/or route conflicts
- _____ “Maintenance Required” tab in Projects Checklist completed.
- _____ Utility Checklist complete (OK to bid)
- Forestry _____ Review impact of construction on trees w/ Forestry Division (initial by Forestry or attach email)
- Storm Designer _____ Storm design coordinated with utilities
- _____ Storm designer walked the project site
- _____ Operations staff has been notified of CIP lining
- Street Desinger _____ Street designer walked the project site
- _____ Intersection Sight Distance reviewed –Horizontal and Vertical
- Sanitary Designer _____ Sanitary designer walked the project site
- _____ Operations staff has been notified of CIP lining
- Fries/Schmidt _____ WRAPP Erosion Control Permit and/or any other necessary WDNR permits
- M. Moder _____ Sanitary Sewer plan and spec QA/QC
- Fries/Schmidt _____ Storm Sewer plan and spec QA/QC
- _____ Plan reviewed by Storm Section for proper drainage at traffic calming features
- Bachmann _____ Street plan and spec QA/QC
- Construction _____ General QA/QC (not required for all projects)
- Bachmann/Phillips _____ Traffic control spec has been reviewed
- Danner-Rivers _____ Account numbers checked; Budget OK
- Bemis _____ Environmental
- _____ Site has been reviewed for potential soil contamination, samples have been analyzed and disposal contingency included in contract.
- Troester/Stanley _____ Private contract QA (Private Contracts only)

Email pdf of plan(s) (formatted from Microstation) to Admin Clerk.

James M. Wolfe P.E., City Engineer