

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8716-0-2018-BO

Title: Vilas Park Master Plan

City Agency: Parks Division

Due Date: Wednesday, October 3, 2018
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

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

1.2 Important Dates

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

Issue Date: Wednesday, September 5, 2018
Questions Due Date: Thursday, September 13, 2018
Answers Posted Date: Thursday, September 20, 2018
Due Date: Wednesday, October 3, 2018, 2:00 PM CST

1.3 Format

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

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

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

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

The City will not consider illegible Proposals.

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

Complete and return Forms A through E to City of Madison Purchasing Services by Wednesday, October 3, 2018, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled: Proposer's Name and Address
RFP #: 8716-0-2018-BO
Title: Vilas Park Master Plan
Due: Wednesday, October 3, 2018, 2:00 PM CST

All email correspondence must include RFP #8716-0-2018-BO in the subject line.

1.5 Delivery of Proposals

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

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

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

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

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

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

1.8 Affirmative Action Notice

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

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

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

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

1.9 Multiple Proposals

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

1.10 City of Madison Contact Information

The City of Madison Parks Division is the procuring agency:

Kate Kane
City of Madison Parks Division
PH: (608) 261-9671
kkane@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function:

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

For questions regarding Affirmative Action Plans please contact:

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

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

1.11 Inquiries and Clarifications

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

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

Proposals should be as responsive as possible to the provisions stated herein. 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.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

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

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

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

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

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

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

1.15 Oral Presentations/Site Visits/Meetings

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

1.16 Acceptance/Rejection of Proposals

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

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

1.17 Withdrawal or Revision of Proposals

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

1.18 Non-Material and Material Variances

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

1.19 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.20 Usage Reports

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

1.21 Partial Award

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

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID

#39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

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

1.24 Proposers Responsibility

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

2 PROJECT DESCRIPTION / PROJECT OBJECTIVES

2.1 Project Background and Description

The City of Madison Parks Division is seeking proposals from a qualified professional planning firm or consultant team to facilitate a community planning process, conduct research and field observations and develop schematic and final park master plans for Vilas (Henry) Park, located at 1602 Vilas Park Drive in Madison, WI. The selected consultant will conduct significant public outreach efforts, undertake a thorough review and analysis of the existing conditions at the park and surrounding area and research options to make recommendations for traffic calming by conducting traffic counts and developing a traffic impact analysis (TIA), lagoon improvements and ongoing maintenance, develop master plan designs based on the input received through the public participation efforts and various analyses and research, including recommendations for location, design and features of park and recreation elements with a focus on traffic patterns surrounding the various points of entry to the park and its relationship to the adjacent zoo and surrounding neighborhoods.

Madison is the capital of the state of Wisconsin and its second largest city with a population of just over 252,000. It is also the seat of Dane County and is scenically located on an isthmus between Lakes Monona and Mendota. The University of Wisconsin's flagship campus is located within the city and its presence plays an integral role within the physical and social fabric of city life. Madison enjoys an extensive network of bike trails and parks and much of the original park system was designed by the noted landscape architect John Nolan.

The City of Madison Parks Division includes over 5,700 acres of public park land comprising over 270 parks of sizes ranging from .1 acre to over 900 acres. Vilas Park, at 45.67 acres, is one of Madison's oldest parks, dating to the Madison Park and Pleasure Drive Association era. It is among the city's larger lakefront parks and is considered a "Community" level park within the system, within which the most extensive level of services and amenities are typically found. Vilas Park is located on the near west side of the city and is in close proximity to a large private high school and college and to the aforementioned University of Wisconsin campus and arboretum. The near west side of Madison is home to several active neighborhood associations and "Friends of" groups with keen interest and ongoing involvement in the park. The park property includes burial mounds that are a City of Madison Landmark (Landmarked in 1990) and listed on the National Register of Historic Places. The property is also home to Henry Vilas Zoo, which is operated by Dane County under an agreement with the City. The Vilas Park Existing Park Master Plan (Attachment 1) further describes the major park features. The park contains several buildings including a reservable all-season shelter and seasonally-operated beach house, swimming beach on Lake Wingra and interior lagoons connected to the lake which also serve as stormwater detention basins. A full list of park amenities includes the following:

- 6 tennis court complex
- full basketball court
- 3 playgrounds
- a lifeguarded beach with restroom facility (closed in off season)
- informal fishing areas on Lake Wingra
- reservable athletic fields with two fixed backstops and 2-4 movable soccer goals
- ice skating: flooded turf rinks and lagoon areas - lighted
- benches
- bike racks
- canoe/kayak launch
- motorized boat launch
- 3 bridges, including an historic stone structure
- drinking fountain
- picnic tables
- stone fire places
- rentable canoe/kayak racks

- paved trails
- 7 parking lots
- landscaped gardens maintained by volunteers including and edible landscape installed in fall 2017
- historic (non-operational) fountain
- shelter building with restrooms open year-round
- Madison Metropolitan Sewer District (MMSD) Pump Station
- accessible fishing pier

Several areas adjacent to Vilas Park tend to function as park property and/or serve as key points of entry to the park. Of particular importance to traffic flow within the park is the city-owned parcel which includes the eastern terminus of Vilas Park Drive and includes the shoreline area roughly bounded by Haywood Drive and S. Orchard Street (Attachment 2 – Vilas Park Extra Plan Area). Traffic count studies and recommendations in master plan designs must include this point of entry/exit.

Vilas Park has a variety of programmed and non-programmed activities. The park is used extensively for informal recreation such as Frisbee, kickball, tennis, walking, fishing, ice skating, swimming, picnicking, etc. and is also reserved for events, & private parties as well as offering seasonal ice skate rentals. The parking lots within the park are often utilized by buses servicing school and camp programs visiting the park and/or zoo although this use is not necessarily reflected in reservations data. In 2017, the following reservations were placed at Vilas Park:

- Vilas Park shelter: 266 reservations
- Vilas Park athletic facilities: 28 reservations for youth soccer (the only reservation type permitted in 2017 due to field resting); tennis courts 6 reservations

2.2 Project Objective

The park master planning process shall include review of existing conditions to be informed by a thorough study of traffic flow (vehicular, pedestrian and bicycle) both within and to/from the park; an extensive community engagement process; a review of historic conditions and cultural uses of the park; a review and understanding of regulatory requirements affecting design considerations and alterations to the park; and design development. The Consultant must prepare the master plan in accordance with *The Statement of Policy and Guidelines for Master Plan Activities within the Park System*, as adopted by the Board of Park Commissioners on February 10, 2016 (Attachment 3). The final product of this effort will be a park master plan and master plan report for approval by the Board of Park Commissioners.

Several projects are currently in the planning and/or construction phase at Vilas Park and should be accounted for within the context of the master plan process including the resurfacing of Monroe Street which provides connections to Drake Street and other key access points to the north area of the park and zoo. Additionally, there have been recent efforts by a neighborhood group to fundraise and restore aspects of the historic Annie Stewart fountain located to the east of the main park area and near the burial mounds.

Although the master plan process should explore the possible re-use or re-configuration of existing on-site amenities, proposers should be aware that certain amenities cannot be re-positioned and/or re-configured including: the historic park fountain; shoe play feature; burial mounds and bridges.

The Consultant shall develop a detailed understanding of the limitations and restrictions to shoreline development through Army Corp of Engineers, Wisconsin DNR and other regulatory agencies as well as a detailed understanding of Section 8.35 Preservation of Shoreline Parks under the Madison General Ordinance (MGO). The Consultant shall participate in meetings with Wisconsin DNR and other regulatory agencies to review design concepts and determine feasibility of obtaining Wisconsin DNR permits for waterway, wetland, and shoreline construction as part of the Scope of Services of this contract.

The scope of this project includes the following phases:

- Phase I: Site Analysis and Community Engagement
- Phase II: Design Development - Schematic Park Master Plans
- Phase III: Draft and Final Park Master Plan

A primary objective of this project includes a robust neighborhood and community engagement process. The Consultant, as part of their proposal, must identify an individual(s) from within their team who will plan for, lead and be responsible for engagement with the community and stakeholders throughout the master planning process including planning, organizing and facilitating public events, meetings, focus group discussions, etc. The Consultant’s proposal must describe the individual’s particular successes and strategies for implementation of an equitable public engagement process. An equitable and inclusive public engagement process is considered integral to the master plan development and design. It is essential that outreach strategies recognize the multitude of interests and agendas that will present themselves from within the general public, stakeholders, regulatory agencies and the City of Madison but that the consultant demonstrate a means to allow for many voices to be heard.

As part of this RFP the Consultant shall submit both their proposed process for neighborhood and community engagement, and the individual(s) from within their team that will lead the effort as outlined under PHASE I SITE ANALYSIS AND COMMUNITY ENGAGEMENT and REQUIRED INFORMATION AND CONTENT OF PROPOSALS.

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

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

- Attachment 1: Vilas Park Existing Park Master Plan
- Attachment 2: Vilas Park Extra Plan Area
- Attachment 3: Statement of Policy and Guidelines for Master Plan Activities within the Madison Parks System
- Attachment 4: Vilas Park Existing Utilities
- Attachment 5: Land Use Restrictions
- Attachment 6: Example Activity Log
- Attachment 7: Madison Parks Master Plan Report
- Attachment 8: Project General Requirements
- Attachment 9: Project Deliverables

The Consultant shall be required to conform to the requirements set forth in Attachment 8: Project Deliverables.

2.3 Timeline

Phases I through III shall be completed by February 29, 2020. Neighborhood and community engagement within each phase may overlap. The following timeline is an example of the schedule that shall be followed by the Consultant; include a timeline with your proposal that identifies specific milestone completion dates within the timeframe as well as any deviations from this example schedule.

	2019												2020	
	Jan.	Feb.	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan.	Feb.
Phase I														
Phase II														
Phase III														

3 DESCRIPTION OF SERVICES

3.1 Phase I Design Development and Community Engagement

Phase I shall require the Consultant to collect and analyze all existing information pertinent to the project. This phase shall include conducting a detailed site analysis to include a detailed traffic counts for vehicles, pedestrians and bikes, as well as facilitating a robust public engagement process. Phase I is broken into two components: Site Analysis and Community Engagement.

1. **Site Analysis:** The Consultant shall review existing information related to the site and its implications to the development of the master plan. This task shall include but not be limited to the review and assessment of the existing traffic patterns into and out of the park, flow of pedestrian (including bicycle) and vehicular traffic within the park limits on existing asphalt pathways and roadways, parking lot use and capacity, historical and cultural features, existing conditions, current uses of facilities within the park and maintenance practices.
 - a. **Traffic impacts:** The Consultant shall review existing transportation studies as well as City and WISDOT guidelines for traffic counts that are relevant to the development of, and improvements to, facilities at Vilas Park particularly as they impact visitors to both the park and to the zoo. The Consultant shall review and assess internal transportation including but not limited to: existing vehicular circulation and traffic analysis; parking capacity and requirements; ADA compliance; public transportation options and pedestrian/bicycle circulation and linkages including to local and regional bike trail networks. The Consultant shall not be required to review the physical condition of the park pavement.
 - b. **Environment:** As part of the environmental review, the Consultant shall assess existing topography, views & vistas, drainage features and patterns, shoreline stability, soil suitability for construction, major vegetation, wetland and floodplain information, and landscaping. The Consultant shall prepare an assessment of vegetation, general soil analysis and hydrology of the watershed, and an assessment of potential lagoon treatments including dredging as part of the plan development.
 1. A certified arborist shall inventory existing trees > 8" dbh and identify species, size (dbh), and condition of tree. Inventory shall be performed using metal or durable plastic tree ID tags attached to trees which will then be surveyed by the City of Madison.
 2. The Consultant shall provide hydrological data, including floodplain boundaries and watershed analysis, all of which may impact the development of the park. The City will obtain soil borings at locations to be identified by the Consultant.
 3. The Consultant shall utilize the archaeological review & report to be completed in October 2018 by a qualified archaeologist hired under separate contract through City Engineering for use in determining areas of interest / concern and the development limitations therein. The City shall be responsible for recording any areas of once they have been identified through the archaeological review.
 4. The Consultant shall review existing plans and studies related to recreational and environmental improvements to Lake Wingra and the park's lagoons (including but not limited to the work of Clean Lakes Alliance, Friends of Lake Wingra, UW Arboretum). The shoreline assessment and recommendations shall conform to requirements set forth by the City of Madison, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
 5. The Consultant shall review existing major site elements such as piers & docks, buildings, formal and informal connections to neighborhood streets (i.e. from Vilas Avenue into park), sport courts, playgrounds,

backstops, ice rinks, etc. to determine their use and overall importance to the park. Playgrounds, pavements (including sport courts) and turf can be excluded from assessment of condition for safety hazards – these reviews are conducted internally by Parks staff.

- c. Utilities: The Consultant shall review and assess existing utility information including public and City of Madison Parks Division owned utilities and their capacity to accommodate improvements – please see Attachment 4 for a brief overview of existing utilities. Review of utilities shall also include review of local stormwater permitting requirements for infiltration, including but not limited to, sediment reduction, and oil & grease control particularly as they pertain to roads and parking lot design and layout. Utilities that shall be evaluated include, but are not limited to storm sewer, sanitary sewer, water service, communications, electrical, plumbing, and mechanical to existing bridges. The Consultant shall not be required to televise the existing storm or sanitary sewer.
- d. Regulatory Requirements & Land Records Data: The Consultant shall be familiar with all relevant ordinances, regulatory requirements, committees and agency reviews that will impact design and construction of facilities at Vilas Park including, but not limited to the City Madison, Wisconsin Department of Natural Resources, Wisconsin Department of Professional and Safety Services, Madison Dane County Public Health, and the Wisconsin State Historical Society. Development and use of the property is restricted by various recorded documents including grant agreements through the Wisconsin Department of Natural Resources Stewardship fund. The Consultant shall be required to review existing land records and restrictions (to be provided to selected Consultant by the City) – see also Attachment 5 for a brief overview- to identify any potential limitations to development based on the recorded legal documents
- e. Relevant Planning Documents: The Consultant shall become familiar with all planning documents relevant to development of facilities in Vilas Park including, but not limited to proposals and schematic designs developed as part of previous planning efforts, the Greenbush Neighborhood Plan, Greenbush-Vilas Neighborhood Housing Revitalization Plan, Wingra Creek BUILD, the Lake Wingra Watershed Plan, the 2012-2017 Park and Open Space Plan, the City of Madison Downtown Plan, the 2018-2022 Park and Open Space Plan (in progress), etc.
- f. Neighborhood Context: The Consultant shall review the existing neighborhood context and its relationship to park facilities with emphasis on connections for traffic of all types: bicycle/pedestrian as well as motorized traffic of all types including school and tour buses. The Consultant shall review surrounding streets, sidewalks, connections into and within the park from existing bike paths, property uses and impacts.
- g. Historical and Cultural Significance: The Consultant shall prepare an assessment of the existing historical influences and landmarks and how they pertain to the development of a master plan for Vilas Park. The Consultant shall contact the Wisconsin Historical Society to review long-range design considerations for the continued development of the park and identify any regulatory approvals that may impact the master plan.

h. Current Uses and Maintenance Practices:

- i. *Current Uses:* The Consultant shall review existing park activities and uses at Vilas Park to inform the design of the master plan. The Consultant shall visit the park at times identified below, and complete observation activity logs (Attachment 6) utilizing designated map areas (Attachment 7) at each site visit. **Each site visit shall include a minimum observation time of 30 minutes, as well as intercept interviews with park users.** The Consultant shall, at a minimum, conduct site visits and complete observation activity logs as follows:

1. January – February 2019

- a. (1) site visit per each month between 5 am - 11 am
- b. (1) site visit per each month between 11 am – 1 pm
- c. (1) site visit per each month between 1 pm – 5 pm
- d. (1) site visit per each month between 5 pm – 10 pm

2. March – April 2019

- a. (1) site visit between 5 am - 11 am
- b. (1) site visit between 11 am – 1 pm
- c. (1) site visit between 1 pm – 5 pm
- d. (1) site visit between 5 pm – 10 pm

3. May – October 2019

- a. 1) site visit per each month between 5 am - 11 am
- b. (1) site visit per each month between 11 am – 1 pm
- c. (1) site visit per each month between 1 pm – 5 pm
- d. (1) site visit per each month between 5 pm – 10 pm

4. November – December 2019

- a. (1) site visit between 5 am - 11 am
- b. (1) site visit between 11 am – 1 pm
- c. (1) site visit between 1 pm – 5 pm
- d. (1) site visit between 5 pm – 10 pm

The Consultant shall provide logs to the City and summarize data collected through the site observations as part of the master plan report.

- ii. *Maintenance Practices:* The City shall catalog existing maintenance practices such as mowing patterns related to land use cover, previous lagoon dredging efforts, weed cutting from within Lake Wingra, etc. and provide this information to the Consultant. Consultant shall use this information in considering how proposed designs may affect the park's long-term maintenance requirements, its flexibility to accommodate future uses, the preservation of the park's historic character and the potential impacts on the surrounding neighborhood. Selected consultant is expected to meet with Park Operations staff both to understand existing maintenance operations and also to obtain feedback on how proposed improvements may affect the park's long-term maintenance requirements.

2. **Community Engagement:** The Consultant shall be responsible for creating an overall engagement strategy which shall be implemented throughout each phase of the project. This strategy shall be innovative in its approach and shall be led by a professional skilled in both the development of and in leading outreach process targeted to underrepresented communities with the City of Madison. As part of the RFP submittal, the Consultant shall include a detailed outline for outreach strategies to engage a diverse cross section of the community.

The City shall review the final outreach plan and will assist with developing detailed proposed activities to engage diverse stakeholders that must be included in the engagement process. The Consultant shall be responsible for scheduling meetings including identifying suitable meeting locations, confirming meeting room size and availability and coordinating proposed dates for public sessions with city staff a minimum of one month in advance of conducting the meetings. **Due to the importance of the engagement process, it is suggested that the Consultant review the city's Racial Equity and Social Justice Initiative (RESJI) tool kit as part of the engagement plan preparation. Prior to selection of the Consultant, Parks utilized the RESJI Comprehensive Tool as a means to analyze and make recommendations for the public engagement process. A demonstrated understanding of the tool will be an important factor in final Consultant selection.**

The Consultant shall work with Parks staff to include groups identified by the city as key to the engagement process. The engagement process should include both in depth discussions and dialogue with the neighborhood and the broader community. The engagement strategy should seek to provide innovative and proactive methods to engage people of many different ages, socioeconomic backgrounds, and physical capabilities in a variety of methods. The purpose of this engagement strategy is to develop a master plan that benefits a broad spectrum of the population and is reflective of the needs of the neighborhood and the community, and is inclusive to people of color and marginalized communities.

Throughout the engagement process, the Consultant shall strive to obtain input from demographics reflective of the City of Madison. The Consultant shall also be required to obtain "benchmark" progress reports from engagement groups that were contacted in advance of the meetings as an opportunity for these groups to provide feedback on the efficacy of the engagement process at varying stages in the master plan process. Reports should catalog the group contacted, number(s) of attendees from the group at the meeting(s), if no attendance then reason(s) why, etc. The extent and complexity of these reports will be determined during the contract phase.

The Consultant must demonstrate experience from within its team membership to work effectively in a collaborative framework with the surrounding neighborhoods, the general public, city committees, business and industry representatives, service clubs, non-profit organization and school and city elected officials.

- a. **Neighborhood and Community Engagement:** The engagement process shall be integral to the plan development and design, incorporating the objectives of the neighborhood, stakeholders, regulatory agencies and the City of Madison. Once the Consultant has been selected, the Consultant shall meet and confer with city staff to revise final details of the engagement process. This may include coordination with additional groups, additional meetings and responsibilities, etc. At a minimum, the Consultant shall complete the following tasks as part of Phase I:
 - i. Facilitate a minimum of 3 public meetings with special focus on engaging the surrounding neighborhood.
 - ii. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.

- iii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates with assistance from city staff in developing contact lists.
 - iv. Organize and facilitate a minimum of four (4) discussions with stakeholder groups who represent a broad demographic of park users. As a community-level park, Vilas Park serves both the city at-large and local neighborhood associations and stakeholders including but not limited to Vilas Zoo, Clean Lakes Alliance, Friends of Lake Wingra, UW Extension, Madison Metropolitan School District (MMSD), Friends of Annie Stewart Fountain, etc. and is not limited to the immediate neighborhood surrounding the park. The stakeholder meetings will be attended by city staff and led and arranged by the Consultant.
 - v. The City shall prepare a survey to identify neighborhood and community priorities for the project. The City shall distribute and collect hardcopies of the survey at public facilities such as schools, libraries, community centers, etc. and publicize and distribute the online version of the survey to social media, Parks Projects website, as a City of Madison news item, etc. The survey will be open concurrent to the public meetings such that the attendees from the public meeting and stakeholder sessions can answer survey questions. The City will share a DRAFT version of the survey with the Consultant for input on the question types and topics prior to issuing it to the public.
- b. **Coordination:** The Consultant shall meet with appropriate regulatory agencies to review design considerations **prior to** the development of the park master plan. For each meeting, the Consultant shall provide appropriate handouts and display materials and shall be required to take meeting minutes. It is anticipated that the following coordination meetings will occur in Phase I:
- i. One project kick-off meeting with the City of Madison parks staff
 - ii. Three progress meetings with the City of Madison parks staff
 - iii. One meeting with city staff at the city's Development Assistance Team (DAT) regular session (staff present for DAT meetings include Traffic Engineering, Assessor's Office, Engineering, Planning and Zoning, Fire and Parks)
 - iv. Two meetings with state agencies (WDNR and Army Corps of Engineers, Wisconsin State Historical Society)

An additional 'debrief' meeting with Parks staff to discuss the findings from the above sessions will be required prior to moving on to Phase II. The Consultant cannot move on to Phase II without written permission from the City.

3.2 Phase II - Schematic Park Master Plans and Community Engagement

1. **Schematic Park Master Plans:** The Consultant shall develop a minimum of three (3) schematic park master plans based on input and analysis from Phase I. The schematic park master plans shall integrate site elements and include an analysis of forecasted needs, requirements and suggested implementation strategies addressing existing and required infrastructure and impacts to the park. An order of magnitude cost estimate shall be included with each of the schematic master plans. The Consultant shall develop schematic park plans that include the following:
 - a. Conceptual layout of roadways, parking, paths and bike trails, park amenities, structure locations, shoreline and waterway treatments, and other facilities
 - b. Conceptual layout of recreational areas and open space
 - c. Conceptual mass grading, stormwater management and utility design
 - d. Conceptual landscape design
2. **Neighborhood and Community Engagement and Coordination Meetings:** The Consultant shall be responsible for planning and facilitating engagement as well as attending coordination meetings throughout Phase II:

- a. **Neighborhood and Community Engagement:** The Consultant shall implement the agreed upon engagement process from Phase I. At a minimum, the Consultant shall complete the following tasks as part of the engagement process for Phase II:
 - i. Facilitate one public meeting to present schematic concepts. The Consultant shall develop the outreach strategies, meeting format, materials, and any presentation materials, with input and approval by city staff
 - ii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates identified with the assistance of city staff.
 - iii. Organize and facilitate a minimum of four (4) discussions with stakeholder groups who represent a broad demographic of park users. As a community-level park, Vilas Park serves both the city at-large and local neighborhood associations and stakeholders including but not limited to Vilas Zoo, Clean Lakes Alliance, Friends of Lake Wingra, UW Extension, Madison Metropolitan School District (MMSD), Friends of Annie Stewart Fountain, etc. and is not limited to the immediate neighborhood surrounding the park. The stakeholder meetings will be attended by city staff and led and arranged by the Consultant.
 - iv. Distribute and obtain benchmark “progress report” from the community on the engagement process.
 - v. Develop meeting agendas, take meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).
- b. **Coordination:** The Consultant shall meet with appropriate regulatory agencies to review the schematic plans. For each meeting, the Consultant shall provide appropriate handouts and display materials. The Consultant shall be required to take meeting minutes at these meetings. It is anticipated that the following coordination meetings will occur in Phase II:
 - i. Meet with a core advisory staff team to confirm direction of schematic park plan.
 - ii. Meet and confer with city agencies in preparation of a preliminary master plan and schematics. Agencies which should be included, but are not limited to, City of Madison Department of Planning, Metro Transit, Community & Economic Development (Zoning, Planning), Madison Metropolitan Sewer District (MMSD), City of Madison Engineering Division, and Parks Division.
 - iii. Meet and confer with State of Wisconsin and federal (specifically Army Corps of Engineers) agencies in preparation of preliminary master plan and schematics. Agencies include, but are not limited to the Wisconsin Department of Natural Resources and the State Historical Society.
 - iv. Prepare and present information to the City of Madison Development Assistance Team (DAT).
 - v. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

An additional ‘debrief’ meeting with Parks staff to discuss the findings from the above sessions will be required prior to moving on to Phase III. The Consultant cannot move on to Phase III without written permission from the City.

3.3 Phase III: Draft and Final Park Master Plan and Community Engagement

1. **Draft Park Master Plan:** The Consultant shall refine the schematic park master plans into a draft park master plan based on input received during Phase II. The draft park master plan shall further define traffic flow, pedestrian-access, site elements, grading, shoreline treatments, address operations & maintenance, implementation and constructability, required infrastructure improvements and overall impacts to the park. A preliminary cost estimate shall be included with the draft master plan.
 - a. The draft park master plan shall include the following:

- i. Site Plan including all lot lines; property setbacks; demolished/proposed altered buildings; parking stalls; driveways, paths, sidewalks, location of existing/proposed signage; utility locations; park amenities, structure locations, and other facilities
 - ii. Preliminary grading and utility plan (existing and proposed storm sewer, sanitary sewer, water laterals, communications and electrical utility design)
 - iii. Preliminary lighting design
 - iv. Preliminary landscape plan
 - v. Preliminary shoreline typical section and designs
 - b. The Consultant shall be responsible for ensuring that the proposed design improvements meet requirements by agencies including, but not exclusive to the following:
 - i. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - ii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iii. State of Wisconsin Department of Natural Resources: *The Consultant shall not be required to obtain any Chapter 30 or Water Resources Application for Project Permits, but shall have presented the project to the DNR and document that the design addresses regulatory requirements sufficient to obtain preliminary approval of the design by DNR staff.*
 - iv. Wisconsin State Historical Society
2. **Draft Master Plan Report:** The Consultant shall prepare a draft master plan report. The draft master plan report shall follow the format identified in the *Statement of Policy and Guidelines for Master Plan Activities within the Madison Park System* (Attachment 8 details the Parks Master Plan Report Format from this document).
3. **Neighborhood and Community Engagement and Coordination Meetings:** At the minimum, the consultant shall complete the following as part of Phase III and prior to the development of the final master plan:
 - a. Neighborhood and Community Engagement:
 - i. The Consultant shall produce a report summarizing the engagement methodology and findings. The Consultant shall also compile comments, goals, discussions, and data obtained through engagement process. This shall be included in the master plan report.
 - ii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates identified with the assistance of city staff.
 - iii. Organize and facilitate discussions with groups who represent a broad demographic of park users.
 - iv. Distribute and obtain benchmark “progress report” from community on engagement process.
 - v. Facilitate a minimum of one public meeting to present the draft park master plan. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.
 - vi. Attend meetings with stakeholders such as local neighborhood associations, Vilas Zoo, Clean Lakes Alliance, River Alliance of Wisconsin, Friends of Lake Wingra, representatives of Madison Metropolitan School District, UW Extension – Water Resources Education, Friends of the Annie Stewart Fountain, etc. The stakeholder meetings will be attended by city staff.
 - vii. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

- b. Coordination:
- viii. *Meetings:* The Consultant shall meet with appropriate regulatory agencies to review and present the draft park master plan. For each meeting, the Consultant shall provide appropriate handouts and display materials. The Consultant shall be required to take meeting minutes at these meetings. It is anticipated that the following coordination meetings will occur in Phase III:
 - 1. Meet with the core staff advisory team to finalize draft park master plan.
 - 2. Meet and confer with city agencies to present draft park master plan. Agencies include, but not limited to City of Madison Department of Planning, Community & Economic Development (Zoning and Planning), City's Development Assistance Team (DAT), City of Madison Engineering Division, and Parks Division.
 - ix. *Approvals:* The Consultant shall submit the draft master plan for review to all applicable local, state, and federal regulatory agencies as appropriate to ensure that the master plan can be implemented as proposed. The draft park master plans shall be of enough detail for submittal for review by the below identified agencies. The Consultant to note that this list is not all inclusive; the Consultant shall be responsible for identifying any additional agency approvals that shall be required for master plan approval. The Consultant shall address input and comments regarding the draft plan, and resubmit as necessary the final master plan for review to applicable local, state, and federal regulatory agencies. At a minimum, the Consultant shall be required to submit the following applications/approval requests and in the order shown, such that approval of the proposed final master plan follows the receipt of the necessary permitting per the proposal:
 - 1. State of Wisconsin Department of Natural Resources – Chapter 30 and/or Water Resources Application
 - 2. City of Madison Engineering and Stormwater Management permits
 - 3. City of Madison Urban Design Commission Initial/Final Approval
 - 4. Wisconsin State Historical Society Initial/Final
 - 5. City of Madison Site Plan Review Approval
 - 6. City of Madison Board of Park Commissioners Final Approval
 - 7. City of Madison Landmarks Commission Initial/Final Approval
 - x. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).
4. **Final Park Master Plan:** The Consultant shall refine the draft park master plan into a final park master plan based on feedback from staff and agency review in Phase III. A revised construction cost estimate shall be included with the final park master plan. The cost estimate shall be prepared by a third party estimator to be included on the Consultant's team. The final park master plan shall incorporate utility and grading schematics that have been thoroughly researched, evaluated, and vetted to ensure that construction drawings can be developed from the master plan.
- a. The final park master plan shall include the following:
 - i. Site Plan including all lot lines; property setbacks; demolished/proposed altered buildings; parking lot relocation(s) and/or reconfiguration(s) including stalls, parking lot islands and stormwater detention; roads and roadway reconfiguration(s), sidewalks and sidewalk relocations, paths and/or pathway reconfiguration, location of existing/proposed signage; paths; proposed relocated and/or removed park amenities, structure locations, and other facilities
 - ii. Preliminary grading and utility plan (existing and proposed sanitary, water and electrical design)
 - iii. Preliminary lighting design
 - iv. Preliminary landscape plan

- v. Preliminary stormwater management, storm sewer design and Erosion Control plans
- b. The Consultant shall be responsible for ensuring that the proposed design improvements generally address and/or meet regulatory requirements by agencies including, but not exclusive to the following:
 - i. City of Madison Department of Planning & Community & Economic Development, Planning and Zoning, Traffic Engineering, Engineering, Parks, Water Utility, Fire Marshal
 - ii. City of Madison Plan Commission, City of Madison Urban Design Commission, City of Madison Landmarks Commission, City of Madison Board of Parks Commissioners
 - iii. State of Wisconsin Department of Natural Resources
 - iv. Wisconsin State Historical Society
- 5. **Final Park Master Plan Report:** The Consultant shall refine the draft master plan report based on input obtained in Phase III into a final master plan report. The final master plan report shall follow the format identified in the *Statement of Policy and Guidelines for Master Plan Activities within the Madison Park System* (Attachments 3 and 8).
- 6. **Neighborhood and Community Engagement and Coordination Meetings:** At the minimum, the consultant shall complete the following as part of Phase III and prior to the development of the final master plan:
 - c. Neighborhood and Community Engagement:
 - i. The Consultant shall produce a report summarizing the engagement methodology and findings. The Consultant shall also compile comments, goals, discussions, and data obtained through engagement process. This shall be included in the master plan report.
 - ii. Distribute and promote information regarding the master planning process to community organizations, partners, and advocates identified with the assistance of city staff.
 - iii. Organize and facilitate discussions with groups who represent a broad demographic of park users.
 - iv. Distribute and obtain benchmark “progress report” from community on engagement process.
 - v. Facilitate a minimum of one public meeting to present the draft park master plan. The Consultant shall work closely with city staff to develop the outreach strategies, meeting format, materials, and any presentation materials.
 - vi. Attend meetings with stakeholders such as local neighborhood associations, Vilas Zoo, Clean Lakes Alliance, River Alliance of Wisconsin, Friends of Lake Wingra, representatives of Madison Metropolitan School District, UW Extension – Water Resources Education, Friends of the Annie Stewart Fountain, etc. The stakeholder meetings will be attended by city staff.
 - vii. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).
 - d. Coordination:
 - viii. *Meetings:* The Consultant shall meet with appropriate regulatory agencies to review and present the draft and final park master plan and shelter designs. For each meeting, the Consultant shall provide appropriate handouts and display materials. The Consultant shall be required to take meeting minutes at these meetings. It is anticipated that the following coordination meetings will occur in Phase III:
 - 1. Meet with the core staff advisory team to finalize draft and final park master plan and park shelter design.

2. Meet and confer with city agencies to present draft park master plan and park shelter design. Agencies include, but not limited to City of Madison Department of Planning, Community & Economic Development (Zoning and Planning), City's Development Assistance Team (DAT), city's Information Technology Department, City of Madison Engineering Division, and Parks Division.
- ix. *Approvals:* The Consultant shall submit the final master plan for review to all applicable local, state, and federal regulatory agencies as appropriate to ensure that the master plan can be implemented as proposed. All applications for approvals by these agencies and committees shall be prepared and submitted by the Consultant (any fees shall be paid by the City of Madison). The draft and final park master plans shall be of enough detail for submittal for the below identified applications and for approval requests. The Consultant to note that this list is not all inclusive; the Consultant shall be responsible for identifying any additional agency approvals that shall be required for master plan approval. The Consultant shall address input and comments regarding the draft plan, and resubmit as necessary the final master plan for review to applicable local, state, and federal regulatory agencies. At a minimum, the Consultant shall be required to submit the following applications/approval requests and in the order shown, such that approval of the proposed final master plan follows the receipt of the necessary permitting per the proposal:
3. State of Wisconsin Department of Natural Resources – Chapter 30 and/or Water Resources Application
 4. City of Madison Engineering and Stormwater Management permits
 5. City of Madison Urban Design Commission Initial/Final Approval
 6. Wisconsin State Historical Society Initial/Final
 7. City of Madison Site Plan Review Approval
 8. City of Madison Board of Park Commissioners Final Approval
 9. City of Madison Landmarks Commission Initial/Final Approval
- x. Prepare meeting minutes, and prepare presentation and handout materials (see RESPONSIBILITIES OF THE CONSULTANT).

4 ROLES AND RESPONSIBILITIES

Responsibilities of the City of Madison Parks Division

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

- Providing contact information for all potential contacts for engagement strategy.
- Coordinating with Department of Civil Rights (DCR) to provide translators for all meetings and will provide translating services for all posters, brochures, plans, etc. developed by the Consultant – these must be made available a minimum of two (2) weeks prior to their planned use date per DCR's turn-around time
- Mailing out postcards as necessary for this project.
- Providing all existing survey information in CAD format and will conduct additional surveying as necessary for completion of the master plan.
- Posting information on the Parks Division website and City of Madison social media outlets.
- Corresponding with elected officials, city committees/commissions and members of the press.
- Remission of fees associated with room reservations, permits, applications, etc., per city approval
- All public meetings will be attended by city staff, but will be led and facilitated by the Consultant. The Consultant shall be responsible for preparing all meeting materials and handouts, aside from information that the City of Madison has readily available (e.g. park maps, brochures, etc.). The Consultant will be required to share all materials and handouts with sufficient time for approval by Parks staff.

Responsibilities of the Consultant

The Consultant shall be responsible for the following:

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

5 REQUIRED PROPOSAL CONTENT

To assist the Parks Division with the evaluation of the proposals, each proposal MUST UTILIZE the following format:

5.1 General Background and Resources

Provide a statement including firm details: full business name, legal status (corporate, partnership, university or sole proprietor), M/W/DBE status along with a certifying entity, primary mission and pertinent experiences managing a consultant team as well as specific business skills and experience that will be employed to address the areas of analysis and complete the specific deliverables.

5.2 Project Team Members

A brief description of the number and type of employees working on this project, specialties, and longevity with specific inclusion of the team member(s) who will be leading the public engagement component and the similar work or leadership that this individual(s) have been involved with previously that led to an outreach process that effectively targeted underserved populations. List similar projects that these personnel have been involved with and brought to satisfactory conclusion. Attach a list of past projects including name and client, year completed, dollar amount and contact information of a person at the entity the work was performed or that possesses direct knowledge of the referenced project. The city advocates that the project team, in particular those involved in the engagement strategy, reflect the racial diversity of the City of Madison demographics. Position titles of project team members should correlate with the information provided in the project budget.

Proposal shall include a description of the proposed team in both narrative and chart form. The proposal should clearly indicate the relationship, roles and responsibilities of each organization and team member. Key positions should be identified by name and title, with narrative describing their respective areas of expertise, responsibility and reporting.

- Master Planning: 15 years of experience, AICP
- Civil Design: PE license with 10 years experience
- Landscape Architects (including project manager, project landscape architect - Licensed and 10 years experience (ASLA)
- Transportation Planner / Designer: 10 years experience (AICP CTP or PTP preferred)
- Historic Preservation: Licensed Architect AIA or Landscape Architect ASLA– qualified in preservation – with 10 years experience.
- Public Engagement Leader: Specialist in leading comprehensive public engagement strategies with focus on outreach to underserved and underrepresented communities

5.3 Project Understanding and Approach including Engagement Strategy

The Consultant shall provide a detailed proposal based on the goals identified under Scope of Services. This shall include a brief narrative statement and outline of the proposed engagement tasks (items i-vii under Neighborhood and Community Engagement) that confirms the respondent's understanding of the project objectives and tangible work products to be included. Consultant shall also provide a detailed description of the consultant's proposed approach, scope of services, and timeline to complete each task, meetings and proposed deliverable. The proposal should also include a detailed outline of the neighborhood and community engagement strategy, and identify which staff will be leading the engagement process.

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

the public engagement process. This may include coordination with additional groups, additional meetings and responsibilities, etc.

5.4 Project Experience on Projects Similar in Scope and Size

Provide a list of past or current relevant clients for whom you provided master planning services similar to those reflected in the scope of services. Provide a minimum of five (5) similar projects completed successfully including project name, client, location and site physical characteristics, special features of the design: challenges, accomplishments, certifications or awards, detailed description of services provided, dates of service, and budget. Personnel assigned to this project should have been involved in all or a majority of the projects referenced as similar

5.5 Cost and Payment Schedule

The Consultant shall provide a detailed fee proposal, including a line-item breakdown of the costs for specific phases, services and work products proposed as well as estimated hours by position title per task and billing rates for all personnel to be assigned to the project. The cost and payment schedule shall be submitted in a separate envelope.

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

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

6 AWARD

Eligible consultants must demonstrate delivery of large scale master planning products of a similar scale and complexity. Additionally, proposals will be evaluated on the following factors:

1. Description of the techniques, timeframe and approaches to be used in executing the scope of the work
2. Specialized experience and technical competence of the proposed team members including experience on projects of a similar nature and scope
3. The specific experience of individuals working on the project
4. Clear understanding of the proposed work and deliverables
5. Proposed total fee and distribution among phases
6. Reputation of design professionals as determined by inquiries with previous or current clients and other references



Form A: Signature Affidavit

RFP #: 8716-0-2018-BO Vilas Park Master Plan

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8716-0-2018-BO Vilas Park Master Plan

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost and Payment Schedule (excel spreadsheet)		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Attachment 1: Vilas Park Existing Park Plan	N/A	
Attachment 2: Vilas Park Extra Plan Area	N/A	
Attachment 3: Master Plan Policy	N/A	
Attachment 4: Vilas Park Existing Utilities	N/A	
Attachment 5: Land Use Restrictions	N/A	
Attachment 6: Example Activity Log	N/A	
Attachment 7: Map Areas for Activity Log	N/A	
Attachment 8: Master Plan Report Format	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 8716-0-2018-BO Vilas Park Master Plan

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

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

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

ORDERS/BILLING CONTACT

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

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

LOCAL VENDOR STATUS

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

CHECK ONLY ONE:

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



Form E: References

RFP #: 8716-0-2018-BO Vilas Park Master Plan

This form must be returned with your response.

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

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

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

COMPANY NAME



Form E: References

RFP #: 8716-0-2018-BO Vilas Park Master Plan

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

REFERENCE #5 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

(STC-Form: 05/01/2018)

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

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

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

20. Affirmative Action.

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

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

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

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

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

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

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

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

by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
 - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - c. Termination, suspension or cancellation of a contract in whole or in part.
 - d. Nonrenewal when a contract calls for optional renewals.
 - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
 - b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

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

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

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

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

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

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

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

c. Exemptions: This section does not apply when:

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

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



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/dcr/aaFormsVS.cfm. 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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SAMPLE

City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

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

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS**

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

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. SEVERABILITY.

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

15. NOTICES.

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

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

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

17. GOODWILL.

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

18. THIRD PARTY RIGHTS.

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

19. AUDIT AND RETAINING OF DOCUMENTS.

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

20. CHOICE OF LAW AND FORUM SELECTION.

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

21. COMPLIANCE WITH APPLICABLE LAWS.

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

29. **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. **IT NETWORK CONNECTION POLICY.**

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

32. **AUTHORITY.**

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

33. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

[Type here]

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

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael P. May, City Attorney

Date: _____

Date: _____

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 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

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



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

play MADISON PARKS

Graphical Scale
 0 100 200 ft

ACTION: Park Comm. approval DATE: MM-DD-YYYY

MASTER PLAN for VILAS (HENRY) PARK
 1602 Vilas Park Dr

LEGEND (and see map notes)

- General - Existing
- - - General - Planned
- - - Ski Trail - Existing
- - - Ski Trail - Planned
- - - Hiking Trail - Existing
- - - Hiking Trail - Planned
- - - Stream/Ditch - Existing
- - - Stream/Ditch - Planned
- 🌳 Woods - Existing
- 🌳 Woods - Planned
- 🌿 Prairie/Low Mow - Existing
- 🌿 Prairie/Low Mow - Planned
- ⋯ Contours - Existing
- ⋯ Contours - Planned
- - - Property Line - Existing
- - - Property Line - Planned
- - - Greenway - Existing

SHEET NUMBER: **1 of 1**



City of Madison
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 Room 104 Madison WI 53703
 www.cityofmadison.com

play
MADISON
PARKS

Graphical Scale
 0 30 60 ft

**EXTRA PLAN AREA for
 VILAS (HENRY) PARK**

1602 Vilas Park Dr

LEGEND (and see map notes)
 — General - Existing
 - - - - - Property Line - Existing

SHEET NUMBER: **1 of 1**

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

AUTHORIZATION

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

Park Master Plans are intended to provide the following:

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

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

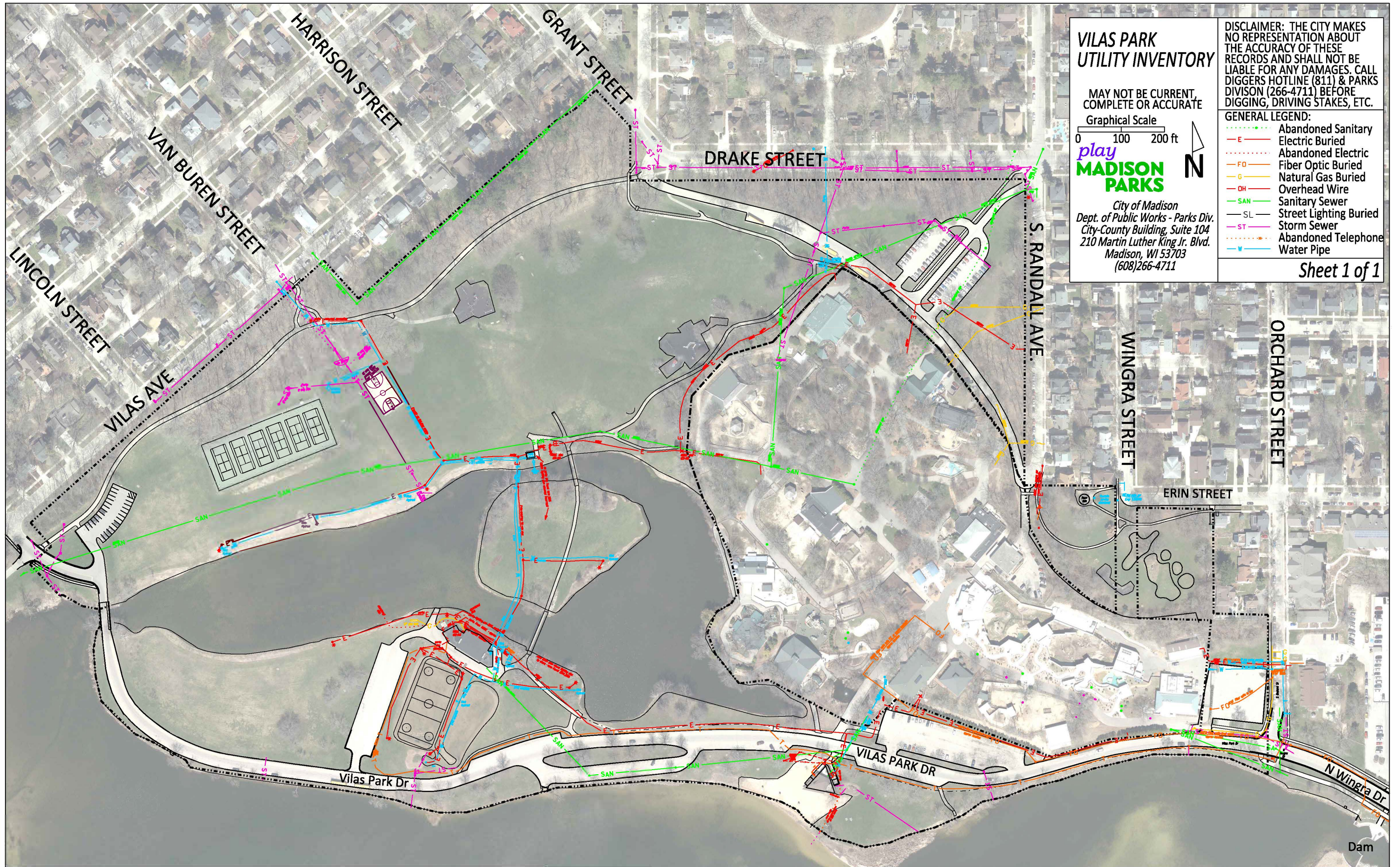
GUIDELINES FOR PARK MASTER PLANS AND REPORTS

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

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

PROCEDURE

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



ATTACHMENT 5

A) Deed from William F & Anna M. Vilas to MPPDA (later from MPPDA to city by Doc 600344) restricts land for use for "public park and pleasure ground and for none other"

B) 125 ft wide strip for Wingra Creek & pleasure drive restricted to public park & pleasure drive purposes, with reversion clause

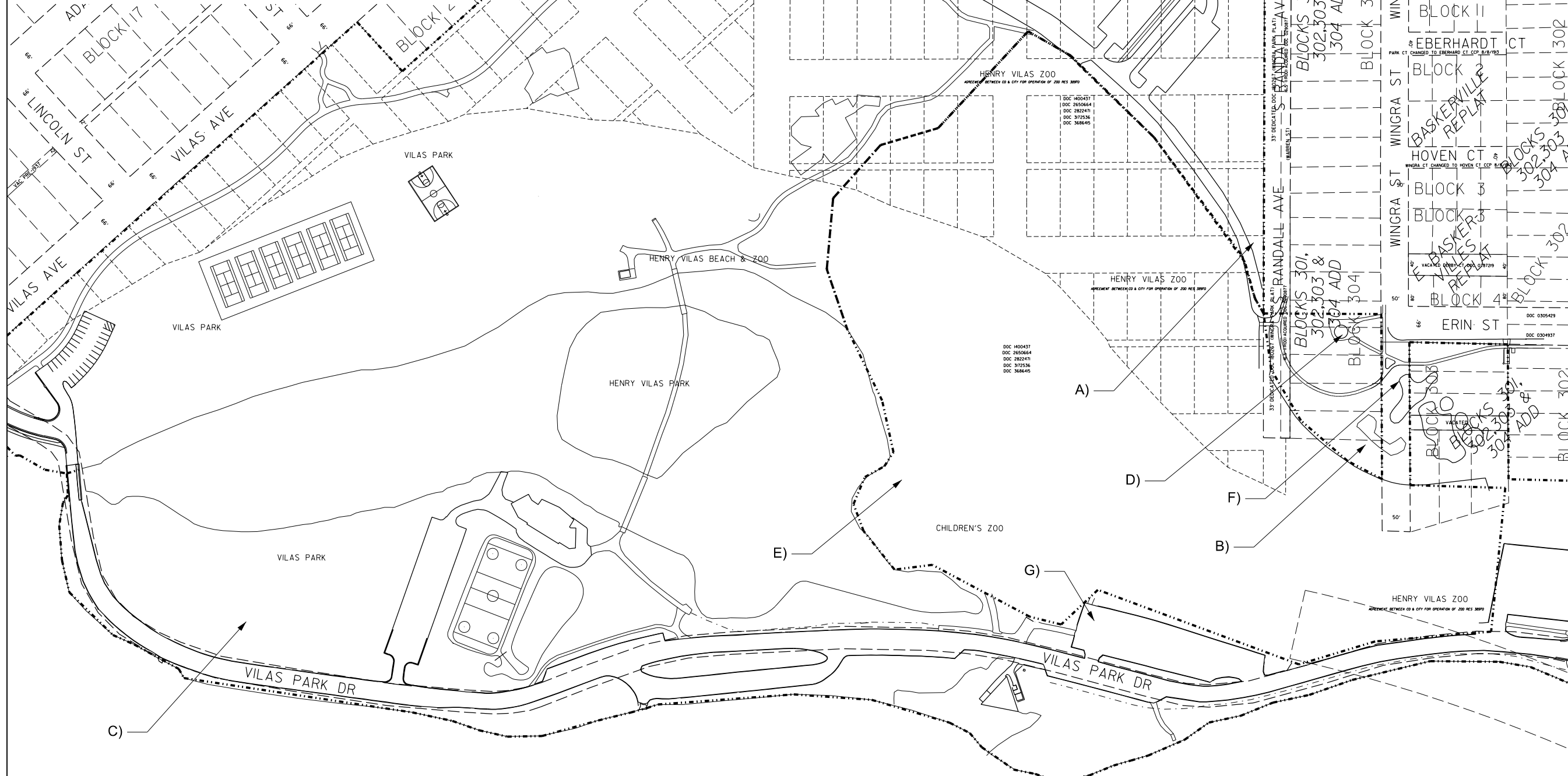
C) Lake Wingra filled to build much of Vilas Park ca. 1905. By law, state retains underlying title to lake bed filled artificially.

D) Block 304, Lots 16-19 & portion of Lot 15 "to be used for all time for public park purposes", except north part for public street purposes (Erin St). 66 ft never used as street - fountain installed at this location.

E) 1983 agreement transferred zoo management from City to Henry Vilas Zoo Commission with Dane County oversight; City retains land ownership, County owns buildings & personal property.

F) Burial mounds are city landmark. Disturbance requires permit from State Historical Society

G) MG&E easement for electric car charging station



City of Madison
Department of Public Works
PARKS DIVISION

City-County Building, Suite 104
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

play
**MADISON
PARKS**

Graphical Scale
0 200 ft

PROJECT:
**VILAS PARK
MASTER
PLANNING**

**VILAS PARK
1602 VILAS PARK DR
MADISON, WI 53715**

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor and subcontractors must check all details and dimensions of their trade and be responsible for the same.

ITEM	DATE
Drawn by: KK	05-23-2018
Approved by:	XX-XX-XXXX

PUBLIC WORKS PROJECT #:
####

SHEET TITLE:
**LAND RECORDS/
RESTRICTIONS
OVERVIEW**
SHEET NUMBER:

List of Activities

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

Data Collection Explanation and Examples

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

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

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

Attachment 7 - Map Areas for Activity Logs



Parks Master Plan Report Format

Introduction

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

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

History

Provide context of the park within City of Madison system

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

Existing Conditions

Describe current facilities through inventory and analysis

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

Current Uses and Maintenance Practices

Describe use, operations and maintenance of park facilities

- Programming: events & reservations
- Operations and Maintenance

Master Plan

11x17 plan document overlaid on aerial photo to include:

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

Appendix

Items to add to report to support the master plan

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