



**Community Development Authority (CDA) of the City of Madison
Request for Qualifications
Redevelopment Partnership**



S. Park Street and W. Badger Road Redevelopment Area

**Authorized By Common Council Resolution No. 80082
Enacted: October 19, 2023**

RFQ No. 13001-0-2024-DJ

RFQ Issued:	Friday, January 12, 2024
Questions Deadline:	Friday, February 9, 2024
Submission Deadline:	Friday, March 8, 2024 by 2:00 pm (CT)

NOTICE OF REQUEST FOR PROPOSALS

The Community Development Authority of the City of Madison (the “CDA”) seeks Statements of Qualifications from qualified developer(s) or team(s) to assist CDA in the redevelopment of a City-owned area on the south side of the city, informally known as “the Park and Badger Redevelopment Area.” Comprised of four contiguous parcels and approximately four acres of previously developed land, the CDA wishes to begin detailed planning for a phased approach that will include, but is not limited to, several hundred units of affordable and mixed-income housing; a public health clinic of approximately 30,000 square feet; a fire station of approximately 16,000 to 20,000 square feet; and structured parking to serve all uses on-site. To this end, the CDA seeks a Developer-Partner and/or Team to provide master planning services, assist City staff in leading a robust public and resident engagement process, and develop a financial plan and implementation strategy for the completion of sitewide redevelopment objectives.

This Request for Qualifications (“RFQ”) provides prospective Developer-Partners with information to assist in the preparation of a statement of qualifications, proposal submission requirements, and the process that will be used to select proposals for Park and Badger Area redevelopment assistance.

The complete RFQ can be obtained by contacting Jeff Greger, Planning Division, at jgreger@cityofmadison.com or by going to:

<http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm> or
<https://vendornet.wi.gov> or www.demandstar.com

The bid identifier is RFQ-# 13001-0-2024-DJ

Your SOQ must be addressed to Brian Pittelli in the City of Madison Finance Department at bpittelli@cityofmadison.com on or before March 8, 2024, at 2:00 P.M. (CST). Proposals received after this time will not be considered. Please submit your response as a single PDF file attachment no larger than 10MB. Please identify in the subject line the contents of your messages as containing a statement of qualification for the Park and Badger Redevelopment Project with the date and time for required delivery.

Questions regarding this RFQ should be directed to Jeff Greger, Planning Division, at (608) 243-0181 or jgreger@cityofmadison.com.

DISCLOSURE AND DISCLAIMER

This Request for Qualifications (“RFQ”) is being furnished to the recipient by the Community Development Authority of the City of Madison (the “CDA”) for the recipient’s convenience. Any action taken by the CDA in response to submissions, made pursuant to this RFQ, or in making any awards or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the CDA and its officials and employees.

The CDA, in its sole discretion, may withdraw this RFQ before or after receiving submissions, may accept or reject any or all submissions, and may waive any irregularities if the CDA deems it appropriate and in its best interest. The CDA shall determine the responsiveness and acceptability of any proposal submitted.

Prospective teams should rely exclusively on their own investigations, interpretations and analyses in preparing and submitting proposals, and should not rely on communications with CDA staff or officials. The CDA makes no warranty or representation that any submission which conforms to the requirements of this RFQ will be selected for consideration, negotiation, or approval.

The CDA and the selected team will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the CDA and then only pursuant to the terms of the definitive agreements executed among the parties.

Respondents are notified that any materials submitted to the CDA in response to this RFQ become public documents and are available to the public as governed by the “Open Records” statutes of the State of Wisconsin.

All submissions and supporting data shall be subject to disclosure as required by State law. All submissions shall be submitted in sealed form and shall remain confidential to the extent permitted by State statutes and ordinances of the City of Madison, until the date and time selected for opening the responses.

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Community Development Authority (CDA) of the City of Madison
Request for Qualifications
Redevelopment Partnership
S. Park Street and W. Badger Road Redevelopment Area

I. Introduction

The Community Development Authority (CDA) of the City of Madison is seeking Statements of Qualifications (SOQs) from developers and/or teams to assist the CDA in revitalization and redevelopment of City-owned properties at 802, 810 and 818 West Badger Road and 825 Hughes, collectively known as “the Park and Badger Area.” In its role as Master Developer as designated by the City of Madison Common Council, the CDA is seeking partnerships for a joint public-private effort for the redevelopment of the Park and Badger Area properties between the CDA and for-profit or non-profit developers and other qualified contractors, the composition of which partnership(s) shall be determined through this Request for Qualifications (RFQ).

In addition to a significant public works component for City-owned facilities, the CDA expects to utilize Low Income Housing Tax Credits administered by the Wisconsin Housing and Economic Development Authority (WHEDA) through competitive processes. To these ends, CDA expects to enter into formal development partnerships, create one or more LLCs, and hire the professional expertise needed in order to file tax credit applications. These partnerships may include, but are not limited to, co-developers; legal counsel; architectural, engineering, and construction management firms; property management; and financial consultants.

II. Purpose

The Community Development Authority of the City of Madison intends to undertake redevelopment of the Park and Badger Area for new mixed-income housing and public facilities, including a public health clinic and fire station. The CDA wishes to begin detailed planning for a phased, long-term approach that will replace all existing facilities in the Area within approximately the next five years. To this end, the CDA seeks SOQs from qualified developers or teams to provide master planning services, assist City staff in leading a robust public and resident engagement process, and develop a strategy for the completion of broader City redevelopment objectives – increasing opportunities for affordable rental and owner-occupied housing; sustainable, carbon-neutral construction and operations; and the meaningful incorporation of community-driven feedback during the planning process.

The CDA intends to retain professional services related to the planning, application, and project development process for affordable, mixed-income housing, including expertise in financing, leveraging, and financial planning tools such as LIHTC and/or bond financing, as well as public works project construction and compliance. The selected respondent/team will be expected to be the “Developer-Partner” of the CDA in the management and implementation of a multiphase redevelopment process and related financial sources. The CDA intends to maintain long-term ownership of most or all of the development(s).

In your SOQ, please indicate your availability to begin work immediately upon award of a contract by CDA. Please also provide a basic schedule that demonstrates the successful completion of a

multiphase redevelopment approach and estimated dates for each requested Phase under the Scope of Services (see Section III).

Following the selection of the Development Partnership, the CDA would like the awarded firm/team to conduct a kickoff meeting with the CDA and other City staff to review the status of the project and gather relevant project files and data. This would include an early trip to Madison to tour the project area. The CDA will require Project Team Meetings be conducted every one to two weeks with CDA staff and other representatives to ensure that the project activities are on schedule to keep the project moving to successful implementation.

Background

The City of Madison has acquired commercial properties at 810 and 818 West Badger Road via its Land Banking program, which when combined with existing City-owned properties at 802 West Badger Road (decommissioned Metro Transit South Transfer Point) and 825 Hughes Place (Madison Police Department's South Station), form a contiguous 4-acre redevelopment parcel (the "Park and Badger Area"). This area is suitable for high-quality, urban infill development on a key gateway intersection in the South Madison amidst a number of exciting community development projects along the rapidly evolving South Park Street corridor.

The Area is on a future Bus Rapid Transit line, with high visibility from the Beltline Highway. It is close to the Village on Park mall and the Urban League of Greater Madison's Black Business Hub, across the street from Madison Area Technical College's Goodman South Campus, and near the proposed Center for Black Excellence and Culture.

City staff have created and publicly presented preliminary redevelopment concepts for the Area, which include the replacement of nearby Fire Station No. 6 and the Madison Dane County Public Health clinic, and up to 600 housing units in two or three phases as depicted in the attached Exhibit A. The housing components will include a mix of market-rate and affordable units, which may be underwritten with Low Income Housing Tax Credits and/or bond financing and additional City financing including general obligation borrowing, tax incremental financing (TIF), and loans from the Affordable Housing Fund.

A first phase at the northwest corner of S. Park St. and W. Badger Road would be up to eight stories in height, with about 30,000 square feet of office space on the first two floors for Public Health Madison & Dane County, apartments, and structured parking. Preliminary plans envision construction starting as soon as late 2025 and finishing in early 2027. The CDA intends to maintain long-term ownership of this phase.

The second phase along West Badger Road would be another structure of up to eight stories, with Fire Station No. 6 relocated across the street from 825 W. Badger Road. It would also include more housing and structured parking, with construction starting as soon as early 2026 and ending in late 2027. The CDA intends to maintain long-term ownership of this phase.

The potential third phase would require relocation of the Madison Police Department's South District station, 825 Hughes Place, for apartments, structured parking, and perhaps owner-occupied townhomes along Hughes Place. This phase is contingent on the construction of an alternative site for MPD operations elsewhere in South Madison, with its exact timing to be determined at a future date. The CDA may or may not maintain long-term ownership of this phase depending on its uses.

The three proposed buildings could deliver a total of 300 to 600 housing units. The CDA expects there to be a significant number of affordable (i.e. below market-rate) units on the site, with the exact mix to be a function of available funding sources.

Stakeholder input received from preliminary public meetings introducing the above-described development concept have indicate a desire for the following criteria to be met as part of responses to this RFQ:

- Team members with professional expertise in neighborhood engagement, including bilingual communication (English, Spanish and/or Hmong) and methods for gathering input from hard-to-reach populations; low and moderate-income households; and communities of color
- Familiarity with design approaches that are led by marginalized communities and aim explicitly to challenge, rather than reproduce, structural inequalities
- Experience in delivering affordable housing units suitable for targeted populations, including seniors wishing to “age in place”; families with children; multigenerational households; and housing integrating supportive services
- Incorporation of sustainable and green building materials to lower energy costs for residents
- Human-scale design with access to green space and connections to bicycle, pedestrian and transit systems
- Experience with successful incorporation of public art and placemaking strategies in past projects
- Noise and traffic mitigation strategies for fire station and parking components

Additional project background, including public presentations and summaries of feedback gathered to date, can be found on the project website:

<https://www.cityofmadison.com/dpced/planning/west-badger-road-and-south-park-street-concept-plan/3906/>

South Madison Neighborhood Plan

The South Madison Plan, adopted in 2022, makes recommendations on land use, housing, transportation, parks and open space, and community services. The Plan designates the Park and Badger Area properties for Community Mixed Use, with building heights of up to eight stories allowed under conditional use permissions. The preliminary redevelopment concepts reflect the plan’s themes of opposing gentrification and displacement of current residents, and bringing low-cost housing and ownership opportunities.

The adopted South Madison Plan may be found in its entirety at this web site:

https://www.cityofmadison.com/dpced/planning/documents/SMP_Plan_PDF_Version_FINAL.pdf

Please note that the recommendations of the South Madison Plan are conceptual. The CDA expects to refine and expand upon the adopted planning concepts for its properties with assistance from the chosen Developer-Partner. Experience in master planning and public outreach will be critical to a successful and timely redevelopment effort.

III. **Scope of Services**

CDA envisions this relationship with the selected Developer-Partner as a "public-private partnership," and is willing to consider legal structures for the co-development partnership that will allow it to achieve its objectives for the redevelopment of its properties. The partnership must also be consistent with the mission of the CDA and the City of Madison's broader housing and public works goals, and allow the Developer-Partner to achieve its reasonable business objectives.

Public Engagement

CDA is further committed to fostering meaningful resident and public engagement around the redevelopment of the Park and Badger Area, consistent with the goals of the City of Madison's [Racial Equity & Social Justice Initiative \(RESJI\)](#). The RESJI mission is to establish racial equity and social justice as core principles in all decisions, policies, and functions of the City of Madison. Public participation benefits the community and government by allowing both groups to identify goals, concerns, opportunities, options, and solutions. The Community Development Authority also strongly encourages City-registered [Small Business Enterprises \(SBE\)](#), [Minority Business Enterprises \(MBEs\)](#), [Disadvantaged Business Enterprises \(DBEs\)](#) and [Women-Owned Business Enterprises \(WBEs\)](#), socially and economically disadvantaged businesses, and HUD Section 3 businesses to submit proposals or to participate in a subcontracting capacity on CDA contracts.

CDA desires a process promoting clear communication, transparency, and greater awareness and understanding of the redevelopment process among neighborhood residents, employers, service providers, and the general public. While CDA and City staff will lead public engagement efforts for this project, the successful Developer-Partner team will be closely involved into these efforts, including attendance at and input into community events and presentations. Therefore, the proposing team should include individuals with experience in engaging communities of color and hard to reach populations throughout the Master Planning process.

The Developer-Partner team should also include one or more architecture firms/individuals that have successfully deployed the principles of "design justice" in their professional work, including charrette-style meetings involving the general public. The Park and Badger design process must recognize structural inequalities, engage and center people who are normally marginalized by design, and acknowledge what is already working at the community level before seeking new design solutions.

The successful respondent team will be expected to design and lead one or more interactive public meetings focused on the design elements noted in the Background section above.

Public Facility Design

Public facilities owned and/or operated by the City of Madison and the County of Dane, Wisconsin are a significant component and driver of the proposed redevelopment project. Specific experience in the design and construction of fire stations, medical clinics, and specialized lab spaces is essential and should be noted in all SOQs. See Appendices B and C for project overviews and desired specifications. Familiarity with the City of Madison Engineering Department's [Public Works contracting procedures](#) is also helpful, but not required.

Local and Targeted Business Enterprise (TBE) Contract Preferences

The CDA provides a five percent (5%) scoring preference to respondents that are local businesses

[registered with the City of Madison](#). CDA also strongly encourages City-registered Targeted Business Enterprises – the SBE/MBE/DBE/WBEs referenced above – HUD Section 3 businesses, and other socially and economically disadvantaged businesses to submit proposals or to participate in a subcontracting capacity on CDA contracts, and shall provide up to an additional five percent (5%) preference for the participation of qualified Section 3 businesses and/or Targeted Business Enterprises. The CDA also welcomes proposals that include emerging developers and graduates of the Associates in Commercial Real Estate (ACRE) and/or Developing Equity in Emerging Developers (DEED) programs, participation of whom shall be considered in the scoring criteria outlined in Section VIII.

Percent for Art

[By ordinance](#), one percent of the City funds committed to any capital project exceeding \$5,000,000 will be designated for public art. While the total project budget and City contributions are yet to be determined, the budget for public art is likely to be significant; the CDA therefore asks all respondents to include an artist on the design team from the initial stages of redevelopment planning.

Involving artists early in the project design process is consistent with the City of Madison's [Public Art Framework](#), which asks that artists be included as collaborators in the design of all of the City's major capital projects. The Framework states that the intention of the artist's work as collaborators in capital project design is to inform the overall project's intention and to participate in shaping its overall form. Having an artist on the proposing team will increase the possibility that an artistic vision or idea informs the basis of the entire project and significantly contribute to, and interact with, ongoing placemaking efforts on the greater South Side community. It will also allow for the integration of creative thinking with that of the architects, engineers and other members of the team who together will create the framework of this important public/private project.

Renewable Madison

The CDA seeks proposals that embrace the City's commitment to incorporating extraordinary energy efficiency, renewable and/or sustainable building design techniques. All new City-owned facilities must be designed to contribute to [the City's goal](#) to achieve 100% renewable energy and zero-net carbon emissions in City operations by 2030, and community-wide by 2050. Preference will be given to proposals that demonstrate how the development will be designed and operated to contribute to these goals, while also taking advantage of available expertise and resources for industry-leading credentials such as LEED, Enterprise Green Communities, Energy Star, Passive House, and others as may be recommended by the responding team.

Project Phasing

At a minimum, the selected Developer-Partner will be responsible for the following Scope of Services, under which each Phase and related subtasks shall proceed largely in chronological order as listed.

Phase 1: Master Planning

- a. Assist CDA in the creation of a Phasing and Affordability Plan for all proposed housing and public agency components to be constructed within the Park and Badger Area, with such Plan subject to approval by the Common Council.

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- b. Prepare a Master Plan for Revitalization, including, but not limited to, site design and overall infrastructure, engineering, supervision, architectural renderings and construction. The Master Plan will expand upon existing City plans for the area.
- c. Assist CDA/City staff in scheduling, preparation and facilitation public hearings, public information meetings, design charrettes, and on-going interaction with residents and community partners.
- d. Assist the CDA in working with the Wisconsin Housing & Economic Development Authority (WHEDA) and other relevant contacts.

Phase 2: Financial Planning

- a. Assist the CDA with the preparation and implementation of a Master Financial Plan. This includes assisting the CDA in securing necessary funding for the revitalization project, including but not limited to Low-Income Housing Tax Credits offered by WHEDA, New Markets Tax Credits, and other sources as applicable.
- b. Conduct market analysis, appraisals, and financial feasibility analysis to determine the most competitive and effective mix of units and the investment required to implement the Master Plan, and the likely impact of the Park and Badger redevelopment on the City's tax base and related municipal services.
- c. Assist CDA in accessing all relevant capital markets.
- d. Prepare all necessary mixed finance plans and secure the most advantageous investors and equity partners.

Phase 3: Design

- a. Provide architectural services to design a mixed-use building containing multifamily units and an approximately 30,000 sq. ft. Public Health of Madison and Dane County Clinic.
- b. Provide architectural services to design a mixed-use building containing multifamily units and a graybox space appropriate for an approximately 16,000 to 20,000 sq. ft. fire station.
- c. Provide architectural services to design the buildout of the fire station graybox.
- d. Provide for the development and incorporation of artwork in public-facing and shared resident/employee spaces throughout all phases of development per the City of Madison's Percent for Art ordinance.

Phase 4: Implementation

- a. Secure with CDA all necessary permits, reviews, and approvals.
 - i. Develop a construction strategy and development implementation schedule.
 - ii. Identify and hire construction contractor(s) and subcontractors with CDA input (if not part of submitting Development Team).
- b. Assist CDA in securing necessary City approvals of the Revitalization Master Plan in a timely fashion.
- c. Ensure participation of SBE/MBE/WBE/DBE subcontractors and adhere to City of Madison

purchasing requirements throughout the development process.

- d. Provide regular monthly reports to the CDA on the progress of the development effort, including updates related to cost, schedule and budgetary work.

The CDA intends to enter into a Master Development Agreement with the selected Developer-Partner subsequent to this RFQ. The CDA further intends to issue Work Order(s) to the Developer-Partner for these activities subject to a negotiated fee. The Developer-Partner will be under contract to the CDA for all non-public works components and will report directly to the Executive Director and Housing Development Specialist. Public works components shall be separately contracted subject to the terms and conditions administered by the City of Madison Engineering Division.

A standard City of Madison CDA Purchase of Services contract may be found in Appendix D.

IV. Funding

A prime role of the Developer-Partner will be to identify all potential funding sources as well as leveraging new and emerging opportunities (grants, etc.) where possible. It is expected that the Developer-Partner is capable of, and has the demonstrable experience, to investigate, analyze, and recommend financial tools as well as legal structures needed to create a financially viable redevelopment plan including both public works and affordable housing.

V. Submission Requirements

The submission must include the following information and should be organized to align with the categories and page limits noted below. Respondents are encouraged to be succinct in responding to the requirements. The use of tables in presenting information, where appropriate, will facilitate the evaluation but should not be substituted for essential narrative.

Team Qualifications (5 pages maximum, excluding resumes)

1. Letter of Interest: The letter of interest should include identification of each member of the development team and all contact information. The letter should include qualifications and experiences of the individuals relevant to the proposed redevelopment efforts.
2. Team Structure: Include a description or organization chart detailing of the composition of the development team. The team should at minimum identify the lead development entity, a site planning/landscape design team with housing and public facility experience, and an equity-focused community engagement specialist with experience interacting with underrepresented communities. Other team members or subcontractors such as architects, engineers, artists, attorneys, and construction managers, repositioning consultant, etc. should also be identified if known.
3. Firm Qualifications and Experience: Include background information, qualifications, and capabilities of the firms, principals, and individual staff to be assigned to this project.
 - a. Provide resumes for each individual.
 - b. Describe the lead respondent's relevant revitalization experience, especially affordable housing and LIHTC development experience.
 - c. Provide a description of the firm's workforce equity and diversity program

accomplishments, if any.

Project Understanding and Approach (2 pages narrative)

4. Provide a statement of understanding of the required Scope of Services and specific approach to the project including the team’s approach to construction of structures and infrastructure. Please specifically address, as they apply to relevant team member(s), your approach to and experience with the following key project elements:
 - a. Advancing racial equity and social justice through the provision of high-quality housing and resident/community amenities.
 - b. Development of public works projects, including adherence to prevailing wage (ex. Davis Bacon) and other applicable public works requirements.
 - c. Experience with energy efficiency, renewable energy and sustainable building design techniques that contribute to [the City's goal](#) to achieve 100% renewable energy and zero-net carbon emissions in City operations by 2030 and community-wide by 2050. Please identify specific team personnel to be assigned to sustainability planning for the project, as well as experience in designing and achieving credentials such as LEED, Enterprise Green Communities, Energy Star, Passive House, etc.
 - d. Experience in the creation and installation of public art, including artwork that draws inspiration from the surrounding area's history and landscape.
 - e. Methods for and experience in soliciting public engagement, particularly from diverse populations.
5. Provide a basic schedule that demonstrates the successful completion of a multiphase redevelopment approach and estimated dates for each requested Phase under the Scope of Work.
6. Describe any financial and/or legal issues that the development team may foresee as significant impediments to launching the revitalization process.

Experience (3 pages maximum)

7. Describe the team’s collective experience on affordable and mixed-income housing projects and programs.
8. Describe the team’s collective experience on public works projects, specifically the development and construction of fire stations, public health clinics and/or labs.
9. Describe the team’s qualifications and experience in complying with local requirements for resident employment and the use of local businesses. Please note the extent to which small businesses, including minority business enterprises (MBE), women business enterprises (WBE) and disadvantaged business enterprises (DBE) that are located in or owned by persons living in the metro area of the project (defined as Dane County, Wisconsin) are represented on the development team, or will be engaged in the course of project development.
10. Provide examples of success in applying for Low Income Housing Tax Credit (LIHTC) allocations in Wisconsin.

References (1 page maximum)

11. Each qualification statement must include three references. The list must include name, related project location (and name) the role of person supplying reference as well as this RFQ respondent's role (and or Team's role), the telephone number, e-mail address, and street address of the person most familiar with this project.
 - a. At least one of the references should come from a client for whom the respondent has performed or is performing HUD or WHEDA-compliant redevelopment/revitalization work, or work substantially similar to that described in this RFQ.
 - b. At least one reference should relate to a project funded by Low Income Housing Tax Credits (LIHTC).

Disclosures (2 pages maximum)

12. If any team member has acted as a development partner or has any ownership interest in any project currently underway or completed within the last five years, please provide the following information for the team member or any related entity, as applicable:
 - a. Any foreclosure, default, or bankruptcy within the past ten years.
 - b. Any litigation completed, pending, or underway in relation to any financing or construction project within the past five years.

Compliance (2 pages maximum)

13. Statement of intent to comply with the [Affirmative Action Ordinance](#) of the City of Madison (MGO 39.02).
14. Note which members of the team require licensing (such as architects and engineers, if any) and that these members are/will be licensed within the State of Wisconsin for the duration of the project and carry sufficient Errors and Omissions Insurance.

VI. Evaluation of Statements of Qualifications

The CDA will convene an evaluation panel to review, evaluate, and rate responsive submissions using the scoring criteria listed in Section VIII. The CDA will determine a simple competitive range for qualifications based upon an established criteria and point system.

The CDA will consider as "non-responsive" any submission from which critical information is lacking, or any submission that represents a major deviation from the RFQ, or is submitted late.

The CDA reserves the right to request additional information from any respondent after the submission deadline. The CDA also reserves the right to reject any and all proposals. The CDA also may choose to select more than one firm or alternatively accept no firm and re-advertise this RFQ, postpone, or cancel the RFQ process at any time, and waive any irregularities in the RFQ or in proposals received as a result of the RFQ.

Respondents are hereby notified that all information submitted as part of, or in support of their response to this RFQ may be available for public inspections.

VII. Proposed Schedule

RFQ Issued	Friday, January 12, 2024
Questions Deadline	Friday, February 9, 2024
Submission Deadline	Friday, March 8, 2024 by 2:00
Respondent Interviews	Weeks of March 25 and April 1, 2024 (estimated)
Review and Selection of Preferred Developer-Partner	April 2024
Negotiation and Execution of Development Agreement	April-May 2024

Submission of Statement of Qualification

All responses to this RFQ must be submitted and will only be accepted in electronic format.

Your proposal must be addressed to must be sent electronically to Brian Pittelli in the City of Madison Finance Department at bpittelli@cityofmadison.com on or **before March 8, 2024, at 2:00 P.M. (CST)**. Proposals received after this time will not be considered.

Please submit your response as a single PDF file attachment no larger than 10MB. Please identify in the subject line the contents of your messages as containing a statement of qualification for the Park and Badger Redevelopment Project with the date and time for required delivery.

Questions regarding this RFQ should be directed to Jeff Greger, Planning Division, at (608) 243-0181 or jgreger@cityofmadison.com. CDA will issue an addendum with answers to all questions submitted by the February 9, 2024 deadline, as well as any supplemental information that may aid in preparation of a complete proposal under this RFQ.

The CDA reserves the right to withdraw this solicitation at any point. CDA also reserves the right to not award this contract to any proposer. All proposals received shall become the property of CDA and subject to Wisconsin open records regulations.

VIII. Scoring Criteria

Written submissions will be scored by a panel of CDA and City staff on a 100-point scale utilizing the following criteria:

- i. Qualifications and experience in successfully developing mixed-income housing, along with economic development opportunities. (0 - 15 points)
- ii. Qualifications and experience in successfully designing clinic spaces. (0 - 10 points)
- iii. Qualifications and experience in successfully designing public buildings such as fire stations. (0 - 10 points)
- iv. Demonstrated skill, aptitude, and experience of the personnel assigned to the project. (0 - 10 points)
- v. Qualifications and experience in developing housing units financed with Low Income Housing Tax Credits, New Market Tax Credits, and other relevant funding programs. (0 - 10 points)
- vi. Understanding of and experience in applying sustainable and equitable design principles, including the successful incorporation of public art and placemaking strategies in past projects.

(0 - 10 points)

- vii. Experience and approach to applying desired principles of racial equity and social justice, and expected approach to involving community in the site planning and design process. (0 – 10 points)
- viii. References. (0 - 10 points)
- ix. Qualifications and experience in complying with City of Madison Targeted Business Enterprise (TBE) program requirements, including preference for teams comprised of or utilizing SBE, MBE, WBE, or local DBEs, and/or graduates of the DEED or ACRE programs. (0 - 5 points)
- x. Preference for teams comprised of or utilizing qualified local vendors registered with the City of Madison. (0-5 points)
- xi. Overall proposal quality and clarity of redevelopment vision. (0 - 5 points)

Interview and Presentation

The CDA review panel will evaluate all written submissions per the evaluation criteria stated above. Firm(s) may be invited to participate in an interview via a letter sent to the selected firm(s). The CDA anticipates conducting such interviews, if needed, during the weeks of March 25 and April 1, 2024. At the interview, the selected firm(s) will be asked to provide more specific information about qualifications, methodology, and costs and to answer questions asked by the review panel. Interviewed teams shall be re-scored and ranked based on the above criteria. The CDA reserves the right to determine the number of firms to be interviewed based on initial responses to this RFQ, and/or to waive the interview process in its entirety at its sole discretion.

The highest ranked firm(s)/team(s) may be invited to interview with the full CDA Board of Commissioners or its assigns, who will ultimately select a single team with which to enter contract negotiations. The selected firm/team shall submit a written proposal for providing the requested consulting services and arrange for any necessary meetings to allow for evaluation and modification of the proposal, if necessary. This firm will also be asked to submit its best and final offer for consideration by the CDA. If the CDA cannot reach agreement with the selected firm, the CDA may contact the next highest ranked firm(s) and repeat the same procedure until an agreement is reached with the most qualified firm that provides a fair and reasonable cost.

Contract Award

After contract award, each firm that submitted a proposal will receive a written acknowledgement of this award. The CDA will not reimburse firms for any expenses associated with the submission of proposals or participation in any requested interviews.

Following selection, the CDA intends to make a good faith effort to quickly enter into a development agreement with the selected Developer-Partner. The negotiated development fee shall be a firm, fixed fee inclusive of all direct and indirect costs of the Developer-Partner. Availability of capital and operating funds will also be negotiated in the development agreement. Approval of this agreement is contingent upon approval by the Community Development Authority of the City of Madison.

The CDA reserves the right to negotiate the award amount and budget items with the selected consultant(s) prior to entering into a contract. All work products and reports shall be the property

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of the CDA, and may be used by the CDA to promote and encourage the redevelopment of the Park and Badger Area.

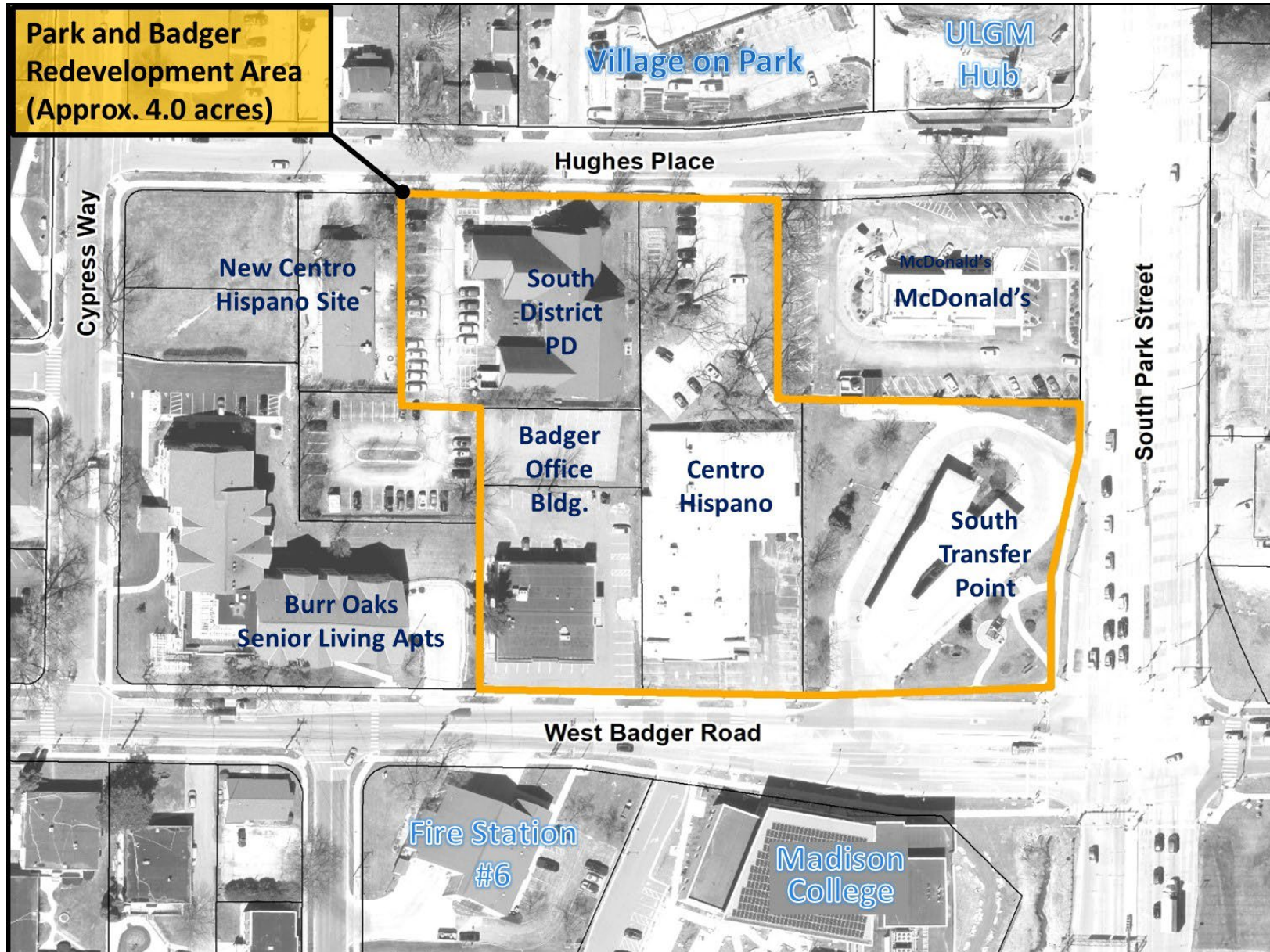
IX. Insurance Requirements

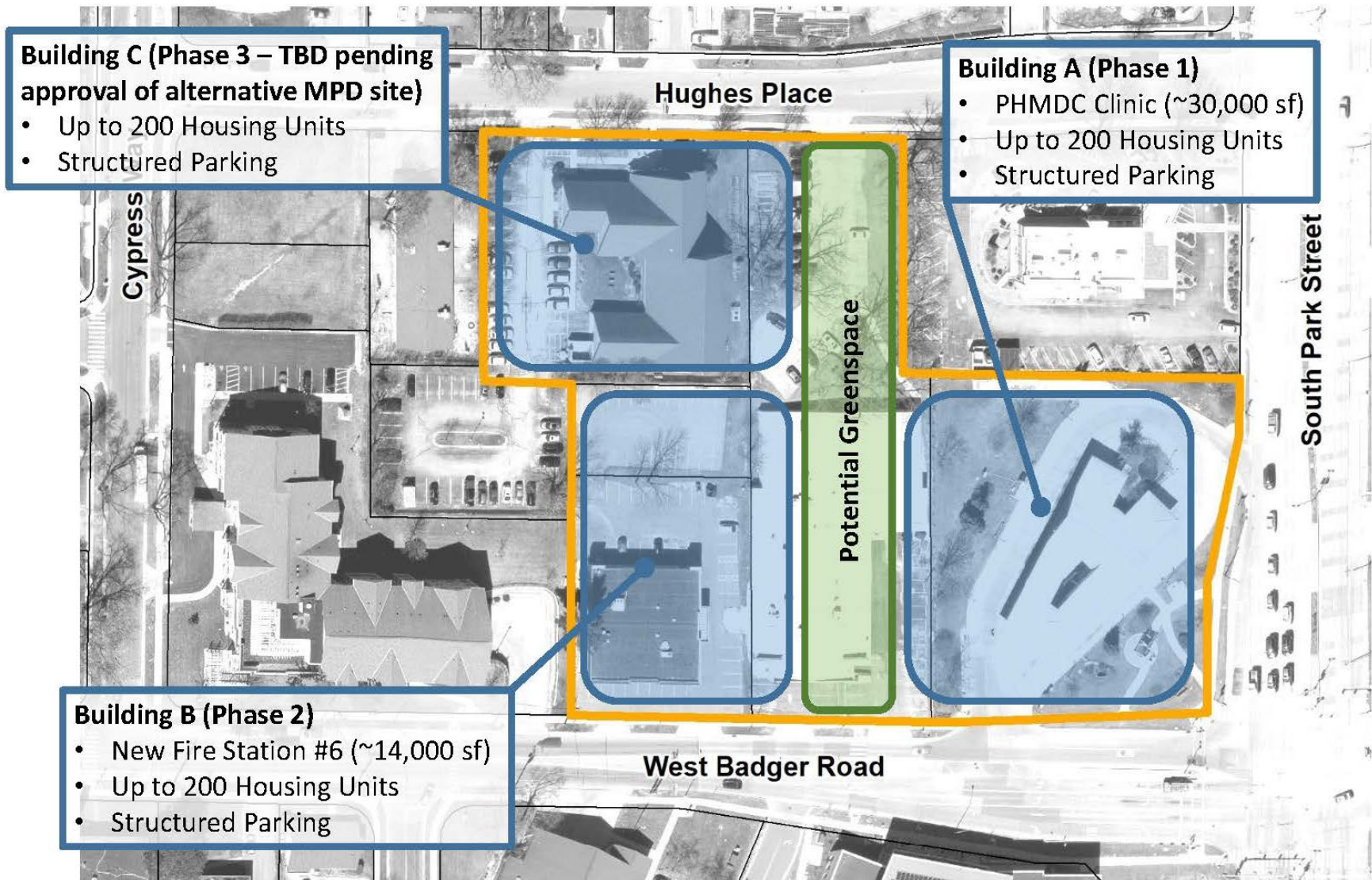
Please see Paragraph 27, Appendix B for insurance requirements. The CDA shall be listed as an Additional Insured.

APPENDIX A – Park & Badger Redevelopment Planning Area

****Estimated development program is preliminary and subject to change****







APPENDIX B – Project Overview: Public Health Clinic and Lab

- A. This project consists of design and construction for a new Public Health Madison & Dane County (PHMDC) Office and Clinic space located within the Park and Badger Redevelopment Area (Building A) located in Madison, WI. The Office and Clinic space will occupy space within a new mixed-use development being built by a developer and will consist of primarily ground floor space, with consideration of potentially separating some spaces to other adjacent levels. The City is expecting this Office and Clinic space to be in the range of 30,000 square feet. Final size to be determined during the pre-design/programming exercise.
- B. This single contract with the A/E shall be for all design phases, bidding phase, construction administration phase and warranty administration phase. It is anticipated that the contract shall take approximately three (3) years from contract signing through the end of the warranty phase.
- C. The construction contract may be bid out as a Public Works contract by the City of Madison, or included in the contract for construction of the mixed-use building if included in basis for a Low Income Housing Tax Credit (LIHTC) development.
- D. The A/E design services includes the development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction and warranty phase administration for the spaces.
- E. It should be expressly understood that the initial design phases (primarily predesign and schematic design) will require extensive stakeholder input, including but not limited to, City staff including PHMDC personnel, elected officials, community partners, neighbors and general public.

F. SITE/BUILDING PROGRAM SUMMARY

Exterior site	Assume that a reasonable number parking spaces will be required to accommodate parking for PHMDC staff, outside vendors, and guests which can potentially be shared with the associated housing component of the development. Site shall also include drive space for vehicles to drop off persons near the entry to the building. Sufficient space for delivery vehicles and access to the building are necessary. In addition, a clinic/lab drive through window will need to be provided. Additional site amenities shall include landscaped/hardscape spaces for PHMDC staff breaks or to connect with community members, and trash dumpster space in a screened/fenced enclosure.
Community Gathering Spaces	Provide a public entrance to the office and clinic space that includes direct access to the Community Gathering Space and related gender-neutral toilet rooms (accessible from public entrance and available outside PHMDC hours) and comfort room (comfort room accessible to community gathering space and waiting area). This space needs to be able to be securely closed off from other PHMDC spaces. The gathering space should be able to accommodate up to 225 people, but also be able to be separated into thirds. The Gathering Space can be reserved by members of the community, used as a polling place, and used as a training space for PHMDC personnel. It is anticipated this gathering space will require Audio/Visual capabilities, need to be fully accessible above and beyond code minimum, and accommodate people of all ages from infants to elderly. The Gathering Space should include short-term coat storage, furniture storage, and general PHMDC training materials storage. It would be ideal if this space is adjacent and connected to PHMDC breakroom for access to breakroom by PHMDC staff only.
Reception and Waiting Areas	Reception and Waiting Areas shall be located on the ground level. Reception shall include 4 desks behind a secure counter and each desk equipped with a duress button (desks spaced far enough apart to ensure HIPAA compliance). Waiting Area to be

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	~1,000 square feet. Reception work area behind counter to house 8-10 administration/clinic staff.
Syringe Services Program (SSP) Room	This shall be a small room near/in reception with a door and a window (with blinds for privacy) to accommodate 2-3 people.
Meeting Rooms	This shall be several traditional conference room spaces - 1 to accommodate up to 50 people and be dividable, and 2-3 rooms to accommodate 10-20 people. Accessible by PHMDC staff from the reception area (access control) and from staff offices. The technology/AV equipment and furnishings in the room shall be flexible for numerous room configurations and uses. 6-8 Privacy Booths – nominal size 4’x8’ or ~30 SF each.
Clinic Rooms	Provide 20 Clinic Rooms. Each room is ~120 square feet. Clinic Rooms to be accessible from the Waiting Area via a corridor (access control). Clinic space will also need storage including vaccine refrigerators, locked medication dispensary, etc.
Lab	Provide space for 11 lab workers. Include at least 2,200 square feet for lab equipment.
Drive Through Window	Provide a drive through and drive-up window also equipped with a duress button for the general public to drop off material for the Clinic and Lab. Adjacency with the Lab and Clinic shall be considered. Consideration for door/walk-out access (e.g. Chik-Fil-A).
Office Space	Provide office space for 100 staff, 3 division directors, and 17 managers. Office space shall consider adjacencies by programs as follows: Violence Prevention (VP), Licensed Establishments (LE), Well & Septic (W&S), Animal Services (AS), Prenatal Care Coordination(PNCC)/Nurse Family Partnership(NFP), Communicable Disease (CD), Access to Care (A2C), Tuberculosis (TB)/Immunizations (Imms), Women, Infant, and Child (WIC), and Community Based Public Health Nursing (BPHN)/Fetal Infant Mortality Review (FIMR)/Patient Navigators (PN). Most managers and all division directors shall have private offices while staff shall have a combination of open office workstations, communal space, and benching.
Violence Prevention Rooms	(VP) 5 rooms with doors and windows (with blinds for privacy).
Telework/Hotel	Flexible space for teleworking or future staff changes. 10 staff workstations and 2 private offices.
Personnel Entrance	Provide an entrance space for PHMDC Staff, separate from the reception/waiting area. The space should include storage and mail.
Break Room	A break room with a kitchenette, commercial refrigerator, dish washer, garbage disposal, and microwave shall be included. Views to the outside and adjacency to outdoor break areas is desirable and should be considered.
City IT Network Room	The secured Network Room will include data racks for City IT network equipment.
Mechanical Room	Provide secure space for dedicated building systems noted in the summary below.

G. BUILDING ELEMENTS/SYSTEMS SUMMARY

General Requirements	<p>The facility shall be designed to LEED V4 Silver rating minimum. See City of Madison legislative file #07453.</p> <p>The design team shall explore design and opportunities to allow every user and guest to feel secure, safe, and welcome. PHMDC personnel and users of the clinic experience significant stress and require a space that is restorative and supportive. Proper acoustical control measures, including a sound masking system, will be necessary within and between the office, clinic and adjacent residential spaces as well as between various spaces within the office and clinic.</p> <p>Public art should be incorporated throughout and especially in the public spaces per City of Madison legislative file #47273.</p>
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Existing Conditions	Site has been previously developed and will be redeveloped as described in this RFQ. The PHMDC Office and Clinic space will be constructed in the new development and the interior spaces completed as part of this contract.
Structure	The PHMDC Office and Clinic space will be fully or mostly located on the ground floor of the structure. It may be possible for the mechanical space to be located on a lower floor. It may also be possible for some office space to be located on an adjacent upper floor, but this would not be desired. Assume a solar electric (PV) system is being constructed on the roof and account for this loading or additional structural reinforcing as required.
Enclosure	All new and high performance with low maintenance requirements.
Interior	The interior program is primarily outlined above, but interior spaces shall be welcoming and follow trauma informed design principles.
Furnishings	Designer will need to accommodate furnishings in their drawings to ensure proper fit, but City will be responsible for specifying/procuring/installing all furnishings on the project.
Fire Suppression	Designed to meet current codes/standards, Madison Fire Department requirements and coverage.
Plumbing	High performance, low maintenance and designed to meet current codes/standards.
HVAC/mechanical	High performance, low maintenance and designed to exceed current codes/standards. New mechanical system to use hydronic heat and/or consider geothermal as a source/sink. System design to meet both WI Code and LEED Rating system requirements. Air borne pathogen transfer is also to be mitigated with the new HVAC system design. Designer to plan to locate all HVAC equipment inside the building and not utilize roof top equipment.
Generator	Provide generator sized to provide full back up power for the entire office and clinic space.
Electrical	High performance, low maintenance and designed to meet current codes/standards. Assume design includes a solar PV system on the roof.
Communications	Design will need to include City fiber and network to accommodate a BAS system. Additional accommodations will be required to support the City's network needs.
Electronic Safety and Security	Assume inclusion of a complete fire alarm system that meets all current code and Madison Fire Department requirements. Assume inclusion of a complete electronic credential system throughout the facility that eliminates the need for most users to have a physical key.
Earthwork/exterior improvements	As needed to accommodate the new development that the office and clinic space is located within. Assume that the landscaping design includes some outdoor spaces related specifically to clinic staff use and trash dumpster space in a fenced/screened enclosure.
Utilities	As needed to accommodate the new development that the clinic is located within.

APPENDIX C - Project Overview: Fire Station No. 6

- A. This project consists of design and construction for a new fire station located within the Park and Badger Redevelopment Area (Building B) located in Madison, WI. The fire station will occupy “graybox” space within a new mixed-use development being built by a developer and will consist of a single ground floor fire station, a mechanical room that could be located on the ground floor or lower level, and outdoor space(s). The City is expecting this Fire Station to be in the range of 16,000 to 20,000 square feet, and operated as a City-owned condominium separate from the balance of the building. Final size to be determined during the pre-design/programming exercise.
- B. This single contract with the A/E shall be for all design phases, bidding phase, construction administration phase and warranty administration phase. It is anticipated that the contract shall take approximately three (3) years from contract signing through the end of the warranty phase.
- C. The construction contract shall be bid out as a Public Works contract by the City of Madison.
- D. The A/E design services includes the development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction and warranty phase administration for the spaces.
- E. It should be expressly understood that the initial design phases (primarily predesign and schematic design) will require extensive stakeholder input, including but not limited to, City staff including MFD personnel, elected officials, community partners, neighbors and general public.

F. SITE/BUILDING PROGRAM SUMMARY

Exterior site	Assume a minimum of 28 parking spaces will be required to accommodate parking for fire station staff, outside vendors, and guests some of which may be shared with the associated housing component of the development. Site shall also include drive space for vehicles to drop off persons near the entry to the building. Sufficient space for delivery vehicles and access to the building are necessary. Additional site amenities shall include landscaped/hardscape spaces for fire station staff outdoor living areas (including a grilling space), designated space to connect with community members, and trash dumpster space in a fenced enclosure.
Community Entrance	Provide a public entrance for direct access to the Community Room and related gender neutral toilet rooms and comfort room. This space and the Community Room should be able to be closed off from other fire station activities.
Community Room	The Community Room can be reserved by members of the community, used as a polling place, and used as a training space for fire station personnel. The technology/AV equipment and furnishings in the room shall be flexible for numerous room configurations and uses. The spaces adjacent to the Community Room should include short-term coat storage, room furniture storage, and general fire station training materials storage.
Personnel Entrance	Provide an entrance space for fire station personnel and guests. The space should include a secured place for keys and mail.
Kitchen/Dining	en, dining area and adjacent seating area will serve as the main gathering space for fire station personnel. Kitchen should include stainless steel cabinets, a pantry area, dishwasher(s), gas range and exhaust hood, refrigerator(s), microwave, and coffee maker. Appliances are owner furnished. The adjacent seating area may be a grouping of lounge chairs and/or seats at a kitchen island.

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Day Room	Room is used for viewing media for entertainment or training and should include comfortable seating for all personnel on duty, large monitor(s), and audio system.
Fitness Room	The Fitness Room should have natural light and adequate ceiling height for equipment use and exercise activities. Equipment is owner furnished.
Watch Room and Office	The Watch Room and Office space should include open desk spaces for 10 staff members, 2 private offices for the Officers, and a separate office for 2 CARES team members. Also include space for a multifunction device and related office needs including space for general files, supplies storage, and reference materials. The Officers' offices should have space for a small meeting table and chairs or a desk configuration that allows for a collaboration space and guest chairs.
Private Sleeping Quarters	Provide 14 private sleeping quarters with 7 adjacent single use restrooms and a locker room for Madison Fire Department personnel with 45-50 lockers. Sleeping quarters should be located in close proximity to the Apparatus Bay floor. Individual sleeping chambers should include an extra-long twin bed, desk, storage closet, and natural lighting control. Also provide related support spaces including comfort room, custodian closet, clean linens storage and dirty linens area. Dirty linens are removed and delivered by an outside vendor.
Officer's Suite	Provide 3 private sleeping quarters and a shared "Jack and Jill" style restroom (as possible) for the Officers on duty.
Apparatus Bay	Provide forward pull-through access and extra deep parking bays for at least 5 Madison Fire Department vehicles including 1 ladder, 1 engine, 1 ambulance, 1 command vehicle, and 1 CARES unit van. Ideally one additional bay for the storage of a reserve apparatus may also be needed. Vehicles would all be in separate bays and would not be stacked front to back. Backing into the Apparatus Bay is not acceptable. The Apparatus Bay should have an exhaust extraction system for all vehicles. Provide a designated cleaning room for gear decontamination located directly off the Apparatus Bay. Adjacent to the Apparatus Bay provide a workshop area with tool storage, medical equipment storage, mop sink, utility sink, turnout gear lockers, turnout gear laundry, dirty restrooms, and hand wash sink.
City IT Network Room	The secured Network Room will include data racks for City IT network equipment.
Mechanical Room	Provide secure space for dedicated building systems noted in the summary below.

G. BUILDING ELEMENTS/SYSTEMS SUMMARY

General Requirements	<p>The facility shall be designed to LEED V4 Silver rating minimum. See City of Madison legislative file #07453.</p> <p>The design team shall explore design and opportunities to allow every user and guest to feel secure, safe, and welcome. Madison Fire Department personnel experience significant stress and require a space that is restorative and supportive. Proper acoustical control measures will be necessary between the fire station and adjacent residential spaces.</p> <p>Public art should be incorporated throughout and especially in the public spaces per City of Madison legislative file #47273.</p>
Existing Conditions	Site has been previously developed and will be redeveloped as described in this RFQ. The fire station gray box will be constructed in the new development and the interior spaces completed as part of this contract.
Structure	<p>The fire station will be located on the ground floor of the structure. It may be possible for the mechanical space to be located on a lower floor, but the main fire station spaces may not be separated across upper and lower floors.</p> <p>Assume a solar electric (PV) system is being constructed on the roof and account for this loading or additional structural reinforcing as required.</p>

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Enclosure	All new and high performance with low maintenance requirements.
Interior	The interior program is primarily outlined above, but interior spaces shall convey strength, order, and camaraderie. Proper acoustical control measures will be necessary between fire station spaces especially in the sleeping chambers.
Furnishings	Designer will need to accommodate furnishings in their drawings to ensure proper fit, but City will be responsible for specifying/procuring/installing all furnishings on the project.
Fire Suppression	Designed to meet current codes/standards, Madison Fire Department requirements and coverage.
Plumbing	High performance, low maintenance and designed to meet current codes/standards.
HVAC/mechanical	High performance, low maintenance and designed to exceed current codes/standards. New mechanical system to use hydronic heat and/or consider geothermal as a source/sink. System design to meet both WI Code and LEED Rating system requirements. Air borne pathogen transfer is also to be mitigated with the new HVAC system design. Designer to plan to locate all HVAC equipment inside the building and not utilize roof top equipment.
Generator	Provide generator sized to provide full back up power for the entire fire station operation.
Electrical	High performance, low maintenance and designed to meet current codes/standards. Assume design includes a solar PV system on the roof.
Communications	Design will need to include City fiber and network to accommodate a BAS system. Additional accommodations will be required to support the City's network needs.
Electronic Safety and Security	Assume inclusion of a complete fire alarm system that meets all current code and Madison Fire Department requirements. Assume inclusion of a complete electronic credential system throughout the facility that eliminates the need for most users to have a physical key.
Earthwork/exterior improvements	As needed to accommodate the new development that the fire station is located within. Assume that the landscaping design includes some outdoor spaces related specifically to fire station use including an outdoor living area, designated space to connect with community members, and trash dumpster space in a fenced enclosure.
Utilities	As needed to accommodate the new development that the fire station is located within.

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**APPENDIX D -
Copy of CDA Purchase of Services Contract**



THIS IS A SAMPLE CONTRACT SUBJECT TO CHANGE

CONTRACT FOR PURCHASE OF SERVICES

between the Community Development Authority of the City of Madison and _____ Company.

1. PARTIES.

This is a "Contract" between the Community Development Authority of the City of Madison, Wisconsin, hereafter referred to as the "CDA" 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):

The scope of services and specifications are described in Exhibit A (the "Scope of Services") for _____ at _____, Madison WI (the "Property"). Other Attachments to the Contract are as follows:

Contractor may invoice the CDA monthly per Section 24 of the Contract for the Scope of Services completed in said calendar month submit a partial lien waiver therewith. Per Section 8.C, Contractor shall also submit progress reports with each invoice.

The CDA will retain ten percent of the Contract Amount until substantial completion of the Scope of Services occurs, and the CDA approves it in writing; then Contractor may send the CDA a final invoice and final lien waiver.

In the case of any conflict between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the CDA (the "Effective Date"), 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 CDA and notice per Section 8 below. The Contractor will commence its Work by _____ and finish it by _____ (the "Contract Time").

5. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the CDA'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 CDA may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. PROSECUTION AND PROGRESS.

A. The Scope of Services under this Agreement shall commence upon written order from the CDA to the Contractor. This 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 Scope of Services under this Agreement within the Contract Time for completion specified Section 4 including any amendments.

The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the CDA in the event of a delay attributable to the CDA, 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 Contract 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 CDA, the Contractor shall notify the CDA 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. Scope of Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the Work.

THIS IS A SAMPLE CONTRACT SUBJECT TO CHANGE

- D. Progress reports documenting the extent of completed Scope of Services shall be prepared by the Contractor and submitted to the CDA with each invoice under Section 24 of this Agreement, and at such other times as the CDA may specify.
- E. The Contractor shall notify the CDA in writing when the Contractor has determined that the Scope of Services under this Agreement have been completed or "Substantial Completion". Thereafter the CDA shall review the Work and notify the Contractor in writing if it believes the Scope of Services are complete and are acceptable. If not, the CDA shall produce a written punch list for the Contractor to complete in order to obtain Substantial Completion of the Scope of Services. When the CDA determines that the Scope of Services are complete after its review of the punch list, the CDA will provide written notification to the Contractor, acknowledging formal acceptance of the completed Scope of 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 CDA 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 Scope of Services called for in 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 Amount, 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 CDA 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 CDA 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.**

By policy, the CDA has opted to require contractors to comply with the Affirmative Action and Workforce utilization requirements of the City of Madison. Under this Agreement, Contractor shall comply with the following:

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 CDA 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. The Contractor agrees to interview and consider candidates referred 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 (Section 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 below "ARTICLES OF AGREEMENT" apply to all contractors, unless determined to be exempt under the following table and procedures:

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

THIS IS A SAMPLE CONTRACT SUBJECT TO CHANGE

- (1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, Sec. 13.B. (5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.
- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9) (a) 2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the Effective Date of this Contract.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the Contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2020.**
- (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:

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 CDA 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 Contractor 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 CDA 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 including the Contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It 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, it 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.

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 CDA 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 CDA contracts until the Affirmative Action requirements are met.

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- C. Recover on behalf of the CDA from the prime Contractor 0.5 percent of the Contract Amount 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 Amount, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the CDA 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 CDA:

City of Madison Office of Real Estate Services/CDA Redevelopment
 c/o Dan Johns, Housing Development Specialist
 215 Martin Luther King Jr Blvd Suite 300
 Madison, WI 53703

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 CDA, 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 CDA.

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 CDA; 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.

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

The Contractor agrees to provide all reports requested by the CDA 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 CDA'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 CDA 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 CDA for any services included under the provisions of this Agreement.

23. **COMPENSATION/ CONTRACT AMOUNT.**

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed _____ (\$____) (the "Contract Amount"). This Contract Amount includes all parts, materials and labor required to perform the Scope of Services, including but not limited to _____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL**

(1) The CDA will pay the Contractor for the completed and accepted Scope of Services rendered under this Contract on the basis and at the Contract Amount set forth in Section 23 of this Contract.

The CDA will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedures established in B of this Section. The rate of payment for "extra services" shall be the rate established between the parties in a change order then Amendment to the Contract. Such "extra services" payment shall be full compensation for the change order services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the "extra services".

(2) The Contractor shall submit invoices, on the form or format approved by the CDA, specified in the Scope of Services, Section 3 of this Contract. The CDA will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the CDA within three months of Substantial Completion of the Scope 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 CDA 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 CDA of the Scope of Services under the Agreement and upon receipt by the CDA of documents required to be returned or to be furnished by the Contractor under this Agreement.

(6) The CDA has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the CDA determines the Contractor owes the CDA, whether arising under this Agreement or under any other Agreement or otherwise. Per Section 3, the CDA will retain ten percent of the Contract Amount until Substantial Completion of the Scope of Services occurs.

(7) Compensation in excess of the total Contract Amount will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.

(8) The CDA 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 CDA, using the procedure set forth in Section 15, NOTICES.

(2) The CDA 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

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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 CDA, 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 CDA 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 CDA 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 CDA 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 or to cure the default on its own at the expense of the Contractor, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A. above, the CDA 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 CDA will pay for all work completed by the Contractor and accepted by the CDA.
- C. A Payment and Performance Bond in the Contract Amount that is required under this Contract, may be redeemed by the CDA if any default is not cured per the terms of this Contract.

26. INDEMNIFICATION.

Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the CDA, 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 CDA 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 negligent acts, errors or omissions, in the performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

27. INSURANCE.

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

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the CDA, 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 CDA, 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 Scope of Services have been accepted by the CDA.

Umbrella Insurance

The Contractor shall procure and maintain during the life of this Contract Umbrella Liability insurance at least as broad as the underlying CGL, Automobile and Employers Liability in an amount not less than \$2,000,000.

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

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- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance from Insurers showing the type, amount, effective dates, and expiration dates of required policies as a prerequisite for the CDA to execute the Contract. Contractor shall provide the certificate(s) to the City's representative, Kris Koval, upon its 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:

The City of Madison and the CDA, and their respective officers, officials, agents and employees
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.

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

The original drawings and specifications, renderings, models, scale details, approved copies of shop drawings, record drawings and other such electronically stored documents prepared by the Contractor pursuant to this Contract shall become the property of the CDA on completion and acceptance of the Contractor's Work, or upon termination of the Contract, and shall be delivered to the CDA.

Documents prepared under this Contract may be distributed by the CDA for informational purposes without additional compensation to the Contractor.

Specifications and isolated, detail drawings inherent to the Contractual design of the project, whether provided by the CDA or generated by the Contractor, shall be available for future use by the parties to this Contract and other parties, each at their own risk.

If design and documentation has been completed using automated or computerized techniques, the Contractor shall provide a copy of project documents upon request in a format approved by the CDA.

29. **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).

30. **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.

31. **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.

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

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

Date: _____

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF
MADISON, WISCONSIN
a body corporate & public**

By: _____
Claude Gilmore, CDA Chair

Date: _____

By: _____
Matthew Wachter, Executive Director, CDA

Date: _____
