



**Community Development Authority (CDA) of the City of Madison
Request for Qualifications
Development Partner for Redevelopment/Revitalization**



**Triangle Site (AMP 400): Brittingham, Gay Braxton, and Karabis
Apartments, and Parkside Towers and Townhouses**

**Authorized by CDA Resolution No. 4446
Adopted: June 10, 2021
RFQ No. 10038-0-2021-DJ**

**RFQ Issued: June 28, 2021
Questions Deadline: July 23, 2021
Submission Deadline: August 27, 2021
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 repositioning and/or redevelopment of its public housing portfolio in an area of the near west side of the City known as “the Triangle.” Comprised of five separate sites and roughly 340 units, the CDA wishes to begin detailed planning for a phased, long-term approach that will replace or substantially upgrade every unit at the Triangle within the next 5-10 years. To this end, the CDA seeks a Developer-Partner 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 Triangle redevelopment assistance.

The complete RFQ can be obtained by contacting Dan Johns, Housing Development Specialist at djohns@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-# 10038-0-2021-DJ

Proposers wishing to be considered shall submit one (1) unbound original and five (5) copies plus a disk or flash drive containing the response as a PDF. Further, one (1) complete PDF copy of all submission materials should be submitted via email to Lea White, Program Assistant, at lwhite2@cityofmadison.com. Proposals must be received by CDA Redevelopment c/o the Office of the Director of Planning, Community and Economic Development, 215 Martin Luther King, Jr. Boulevard, Room 130, Madison, Wisconsin 53703 on or before August 27 2021, at 2:00 P.M. (CST). Proposals received after this time will not be considered and will be returned unopened.

Questions regarding this RFQ should be directed to CDA c/o Dan Johns, Housing Development Specialist, at djohns@cityofmadison.com or 608-243-0301.

Published: (Class 2 Notice)

June 11, 2021

June 18, 2021

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.

**Community Development Authority (CDA) of the City of Madison
Request for Qualifications
Development-Partner for Revitalization
Triangle Site (AMP 400)**

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 the CDA-owned housing units of Brittingham, Gay Braxton, and Karabis Apartments, and Parkside Towers and Townhouses, collectively known as “the Triangle.” Specifically, CDA is seeking respondents that have demonstrated success in the repositioning of HUD-assisted public housing; have expertise in other financing, leveraging, and financial planning such as tax credit financing and previous partnership experience; can provide public engagement, architectural and master planning services; and are skilled in the preparation of any and all documents related to the relevant HUD repositioning program(s).

II. Purpose

The Community Development Authority of the City of Madison intends to undertake repositioning and/or redevelopment of its public housing portfolio in an area of the near west side of the City known as “the Triangle.” Comprised of five separate sites and roughly 340 units, the CDA wishes to begin detailed planning for a phased, long-term approach that will replace or substantially upgrade every unit at the Triangle within the next 5-10 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 sitewide redevelopment objectives.

The CDA intends to retain professional services related to the planning, application and project development process for repositioning of HUD-financed public housing, including expertise in other financing, leveraging, and financial planning tools such as LIHTC. The selected respondent/team will be expected to be the “development partner” of the CDA in the management and implementation of a multiphase redevelopment process and related financial sources.

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 Work (see Section IV).

Following the selection of the Development Partnership, the, CDA would like the awarded firm/team to conduct a “Kick-off 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. These meetings will discuss a variety of topics but shall include discussions related to the HUD repositioning topics of Livable Communities

principles, Sustainability, Transit-Oriented Development, Relocation, Demolition, Infrastructure, Community and Supportive Services (CSS), Early Childhood Education, Homeownership, Development, Finance, Master Planning, Community Consultation, Re-occupancy, Asset Management, and/or other elements that may be relevant as discussions unfold.

III. Background

Description of Developments

The Triangle (formerly known as the Greenbush) was platted in the early 1900s. Single-family homes to three flats, centers of worship, and commercial businesses were located along a street grid system. Neighborhood House, a community center located on the south side of West Washington Avenue, was also part of the neighborhood fabric. This was a diverse area – lower income families of primarily Italian, Sicilian, Albanian, Jewish, and African American backgrounds made up the close-knit neighborhood.

Urban renewal of area known today as the Triangle - bounded by South Park Street, West Washington Avenue and Regent Street - began in the early 1960s, eventually relocating 233 residential and 33 commercial/industrial buildings (meat packing plant, junkyards, taverns, liquor outlets) and over 1,150 residents. The resulting displacement of the community was highly contentious between residents, businesses, and governmental entities. Several land use plans were proposed for the area, with housing as a primary use along with other commercial uses such as hotels, shopping centers, and medical facilities. Eventually, the majority of the area was reserved for affordable housing and two parcels were sold for medical uses.

The Gay Braxton garden apartment complex was the first housing to be built, opening in 1965, followed by the high-rise Brittingham Apartments in 1976; Karabis Apartments, reserved for individuals with physical disabilities, in 1977; and finally, Parkside Tower, Parkside Townhouses, and a single-story commercial building, currently rented to Midway Asian Foods, each in 1978. Despite its setting at a prominent route into Downtown, the Triangle is isolated, physically turned inward through its design and cut off by its busy border streets.

While well maintained over the decades, all of the Triangle buildings have begun to deteriorate and face significant costs to renovate to modern standards. As they approach the end of their useful lives, the CDA expects that it will be most cost-effective to replace most or all buildings with new construction, while ensuring that each structure fits within a larger Master Plan and Vision that meets the needs of current and future Triangle residents.



Triangle Sub-Area Overview

As of March 2021, approximately 321 residents live in 336 active CDA-owned units at the Triangle, spread across 12 buildings with large common spaces. Active units include 32 efficiencies, 271 one-bedroom, 27 two-bedroom, and 6 three-bedroom units. 40 total units are wheelchair accessible.

Generally, residents are characterized as seniors (43%) or younger adults, and 92% of all residents have identified physical and/or mental challenges. A majority of residents live alone, however there are families in the Parkside Townhomes, and a few couples and families in the other CDA-owned buildings. Residents also live with very low annual incomes (median \$12,777), and the racial composition at the CDA properties (45% persons of color) is significantly more diverse than the City as a whole (about 21% persons of color).

A key emphasis in redevelopment/revitalization of the Triangle area housing will be reducing social isolation. Creating a variety of spaces within the Triangle that include both safe and insular areas, as well as spaces for social engagement is important. It is also critical to improve access for residents of all abilities within the immediate area, and to provide better connection to places residents frequent outside the Triangle.

The broader subarea includes open grassy areas and community gardens, a large gathering area with picnic tables and benches surrounding a mosaic mural; and a playground (developed by the neighboring Bayview Foundation). Pedestrian paths connect the residential buildings to each other and to the pedestrian bridge over West Washington Avenue, and the sidewalks along West Washington Avenue, Braxton Place, and South Park Street.

Gay Braxton

Built from 1965 to 1968, Gay Braxton Apartments are comprised of six aging 2-story buildings with 60 total housing units and an administrative office building. Braxton currently provides safe, affordable housing for low-income eligible families, the elderly, and persons with disabilities. This subarea includes a surface parking lot, central outdoor corridors and some balconies. Unit entrances front internally, onto corridors and parking lot.

Brittingham Apartments

The ten-story Brittingham Tower includes 163 units, many with balconies, as well as health clinic space and large gathering areas. Like Gay Braxton, Brittingham is currently classified as Public Housing and federally funded through the Department of Housing and Urban Development (HUD).

Building/Year Built	Dwelling Units	Community Space
Bayview/1971	102 units/5 buildings	Community Center, offices, greenspaces, playground, basketball court, outdoor classroom, outdoor patios and seating areas
Brittingham/1976	163 units/1 building	Cafeteria/small meeting room, greenspace, outdoor seating area
Gay Braxton/1965	60 units/7 buildings	CDA office, basement, laundry room, outdoor seating area
Karabis/1978	20 units/1 building	Art studio/meeting room
Parkside Tower, and Townhouses/1978	95 units/4 buildings	Meeting room, outdoor patio and seating area
Total Units	440	

Karabis Apartments, Parkside Tower, and Parkside Townhomes

The eight-story Parkside Tower includes 83 HUD-designated units for elderly and disabled persons, and the Parkside Townhomes 12 two- and three-bedroom family units. The single-story Karabis Apartments includes 20 one-, two-, and three-bedroom, barrier-free units for persons with physical disabilities.

Both Karabis and Parkside are Multifamily Housing projects providing project-based assistance (also known as Section 8 New Construction), financed by the Wisconsin Housing and Economic Development Authority (WHEDA) with funding provided by HUD.

The CDA is currently undertaking planning studies to better understand which of these structures, if any, should be substantially rehabilitated or completely replaced per HUD repositioning guidelines. The selected Developer-Partner will be expected to provide additional input on recommended sequencing and strategies for these buildings while minimizing resident displacement for the duration of the overarching redevelopment/revitalization project.

South Park Street/W. Washington Avenue

The southwest corner of the Triangle includes a 1-story building built in 1967 with adjacent surface parking lot. The building is currently leased to a specialty grocery store (Asian Midway Foods) frequented by many Triangle residents. Despite its location at a prominent corner on a key gateway into the central city, the building has deep setbacks and is partially obscured by established trees and shrubs, and offers minimal visibility to passing traffic.

Preliminary planning recommendations call for a significant increase in density on this corner, possibly as a final phase of redevelopment following substantial completion of housing redevelopment elsewhere on the Triangle. This could include a mixed-use building with commercial on lower floors and market-rate or affordable housing above, up to 8-12 stories in height. Triangle residents wish to maintain/expand specialty grocery options already available, while a larger footprint could provide expanded grocery offerings for broader neighborhood. This concept would likely require adequate structured or underground parking, as would other housing redevelopment projects throughout the site.

Bayview

Bayview Foundation, Inc., a nonprofit organization unaffiliated with the City and CDA, owns and operates Bayview Townhomes and the International Center for Education and the Arts. Bayview provides affordable housing and supportive services to approximately 277 low-income residents, primarily immigrants and refugees. Beginning in 2021, Bayview is undertaking a multi-phase redevelopment of the foundation's 102 existing, obsolete townhouses, to be replaced by 130 units of multifamily housing mostly reserved for households making less than 60% of Area Median Income (AMI) by 2024. While Bayview is not a formal partner in the CDA's efforts to redevelop its properties, the two organizations are committed to assisting and accommodating their respective projects in the coming years.

Triangle Monona Bay Neighborhood Plan

In July 2019, the city approved a new Triangle Monona Bay (TMB) Neighborhood Plan that makes recommendations on land use, housing, transportation, parks and open space, and community services. The adopted TMB Plan includes much of the information cited above and may be found in its entirety at this web site:

https://www.cityofmadison.com/dpced/planning/documents/TMB_2019.pdf

Please note that the recommendations of the TMB Plan are preliminary. 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.

IV. 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 compliant with HUD policy, consistent with the mission of the CDA, and allow the Developer-Partner to achieve its reasonable business objectives.

Resident Engagement

CDA is further committed to fostering meaningful resident and public engagement around the redevelopment of the Triangle, 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 Minority-Owned (MBEs) and Women-Owned (WBEs) Businesses, socially and economically disadvantaged businesses, and HUD Section 3 businesses to submit proposals or to participate in a subcontracting capacity on CDA contracts.

The successful Developer-Partner team will include specific expertise in the design and management of a high-quality public participation process informing each of the Phases described below, including strategies for engaging communities of color and other vulnerable populations throughout the Visioning and Master Planning Process. CDA desires a process promoting clear communication, transparency, and greater awareness and understanding of the redevelopment process among Triangle residents and the general public.

Renewable Madison

The CDA seeks proposals that embrace the City's commitment to incorporating extraordinary energy efficiency, renewable and/or sustainable building design techniques that contribute to [the City's goal](#) to achieve 100% renewable energy and zero-net carbon emissions by 2030. 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.

Current HUD Guidance

In January 2021, HUD [released new guidance for Public Housing Authorities \(PHAs\) contemplating demolition and disposition of public housing units](#), including information on blending Rental Assistance Demonstration (RAD) with Section 18 dispositions. At the time of the release of this Request for Qualifications (RFQ), the CDA does not know if follow-up guidance will emerge that may impact identification of the most advantageous route(s) for redevelopment/revitalization. When and if HUD provides such guidance in the near future, this RFQ and any subsequent contract will be reviewed and amended to pursue the program(s) most likely to provide funds for the revitalization of the Triangle.

Scope of Services

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: Vision and Master Plan

- a. Assist CDA in the creation of a Vision for the project.
- b. Prepare Master Plan for Revitalization, including, but not limited to, site design and overall infrastructure, engineering, supervision, architectural renderings and construction. The Master Plan will be used on the adopted Master Plan and other existing plans for the area.
- c. Schedule, prepare and facilitate public hearings, public information meetings, and on-going interaction with residents and community partners. The public engagement process is expected to precede and inform the Master Plan process to a significant degree, and is estimated to require six months to one year to complete in tandem with other Phase 1 activities.
- d. Assist the CDA in working with the Wisconsin Housing & Economic Development Authority (WHEDA), HUD field offices and Special Applications Center (SAC), and other relevant contacts.

Phase 2: Financial Plan

- a. Assist the CDA with the preparation and implementation of the 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 Triangle 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: 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 the development of a Voucher Program.
- c. Assist CDA in securing necessary HUD approvals of the Revitalization Plan in a timely fashion.
- d. Ensure participation of MBE/WBE/DBE subcontractors and compliance with HUD Section 3 requirements throughout the development process.
- e. 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 Task Order(s) to the Developer-Partner for these activities subject to a negotiated fee. The Developer-Partner will be under contract to the CDA and will report directly to the Executive Director and Housing Development Specialist.

A standard CDA Purchase of Services contract may be found at Appendix B.

V. Funding

A prime role of the Developer-Partner will identify all funding as well as leveraging opportunities. 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, affordable housing plan compliant with HUD Asset Repositioning Programs including, but not limited to:

- Choice Neighborhoods
- Project-Based Vouchers (PBV)
- Public Housing Closeout
- Section 18 (Demolitions/Dispositions)
- Rental Assistance Demonstration (RAD)
- Streamlined Voluntary Conversion (SVC)
- RAD/Section 18 Blends
- Tenant Protection Vouchers (TPV)

VI. 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 revitalization 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, site planning/landscape design team, and public engagement specialist; other team members or subcontractors such as architects, engineers, 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. For each team member, describe relevant revitalization experience, especially HUD Asset Repositioning 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 and any relevant HUD requirements. Please specifically address the team's 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. Experience with energy efficiency, renewable energy and/or sustainable building design techniques that contribute to [the City's goal](#) to achieve 100% renewable energy and zero-net carbon emissions by 2030
 - c. Methods for soliciting resident engagement, particularly from diverse populations
5. 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)

6. Describe the team's experience, as a team, on a HUD Asset Repositioning projects and programs.
7. Describe the team's qualifications and experience in complying with HUD Section 3 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 area of the PHA project (defined as Dane County, Wisconsin) are represented on the development team, or will be engaged in the course of project development.
8. Describe the most challenging issues that were successfully handled in a prior HUD Asset Repositioning project in which any of the proposing team was involved.

9. Provide examples of success in applying for Low Income Housing Tax Credit (LIHTC) allocations in Wisconsin.

References (1 page maximum)

10. 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, fax number 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-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)

11. 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)

12. Statement of intent to comply with the [Affirmative Action Ordinance](#) of the City of Madison (MGO 39.02).
13. 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.

VII. Evaluation of Statements of Qualifications

The CDA will convene an evaluation panel to review, evaluate, and rate responsive submissions using the evaluation criteria listed in Section IX. 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 notified that all information submitted as part of, or in support of their

response to this RFQ may be available for public inspections.

VIII. Proposed Schedule

- RFQ Issued: Monday, June 28, 2021
- Questions Deadline: Friday, July 23, 2021
- Submission Deadline: Friday, August 27, 2021 by 2:00 pm
- Respondent Interviews: Week of September 13, 2021
- Review and Selection of Preferred Developer-Partner: September-October 2021
- Negotiation and Execution of Development Agreement: November-December 2021

Submission of Statement of Qualification

Proposals must be received by CDA Redevelopment c/o the Office of the Director of Planning, Community and Economic Development, 215 Martin Luther King, Jr. Boulevard, Room 130, Madison, Wisconsin 53703 on or **before August 27, 2021, at 2:00 P.M. (CST)**. Proposals received after this time will not be considered and will be returned unopened. One unbound original and five (5) copies plus a disk or flash drive containing the response as a PDF of the proposal should be submitted. Your proposal must be addressed to Mr. Dan Johns, Housing Development Specialist, CDA Redevelopment, at the above address, and must be placed in the mail in time to be received at the time required. Please identify the envelope as being a proposal for Triangle Redevelopment with the date and time for required delivery. Further, one (1) complete PDF copy of all submission materials should be submitted via email to Lea White, Program Assistant, at lwhite2@cityofmadison.com.

Questions regarding this RFQ should be directed to Dan Johns at (608) 243-0301 or djohns@cityofmadison.com. CDA will issue an addendum with answers to all questions submitted by the July 23, 2021 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.

IX. Evaluation

Written Submissions (100 points)

- i. Qualifications and experience in successfully developing mixed-income housing, along with economic development opportunities. (0 - 20 points)
- ii. Demonstrated skill, aptitude, and experience of the personnel assigned to the project. (0 - 15 points)
- iii. Availability when needed during the planning, application and development process. (0 - 10 points)
- iv. Qualifications and experience in developing housing units financed with Low Income

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- Housing Tax Credits, HOME funds, and other relevant funding programs. (0 - 15 points)
- v. Understanding and approach to scope of services, including desired principles of racial equity and social justice, sustainable design principles, and robust public engagement. (0 - 10 points)
 - vi. Experience and approach for involving community. (0 – 10 points)
 - vii. References. (0 - 10 points)
 - viii. Qualifications and experience in complying with HUD Section 3 requirements, including preference for teams comprised of or utilizing MBE, WBE, or local DBEs. (0 - 5 points)
 - ix. Overall proposal quality and clarity of redevelopment Vision. (0 - 5 points)

Interview and Presentation

The CDA review panel will evaluate all of the written submissions per the evaluation criteria stated in subsection A 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 week of September 13, 2021. 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 team. 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 will be invited to 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 highest ranked 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 an development agreement with the successful Developer-Partner. All fees and costs to be negotiated under the Development Agreement must comply with the Cost Control and Safe Harbor Standards issued by the U.S. Department of Housing and Urban Development (HUD). 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 Common Council 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 of the CDA, and may be used by the CDA to promote and encourage the redevelopment of the Triangle area.

X. Insurance Requirements

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

APPENDIX A

TRIANGLE SITE PLANNING AREA

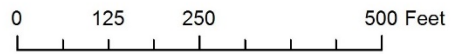
The following maps provide the generalized location and components of the proposed Triangle redevelopment/revitalization project.

Triangle Planning Area

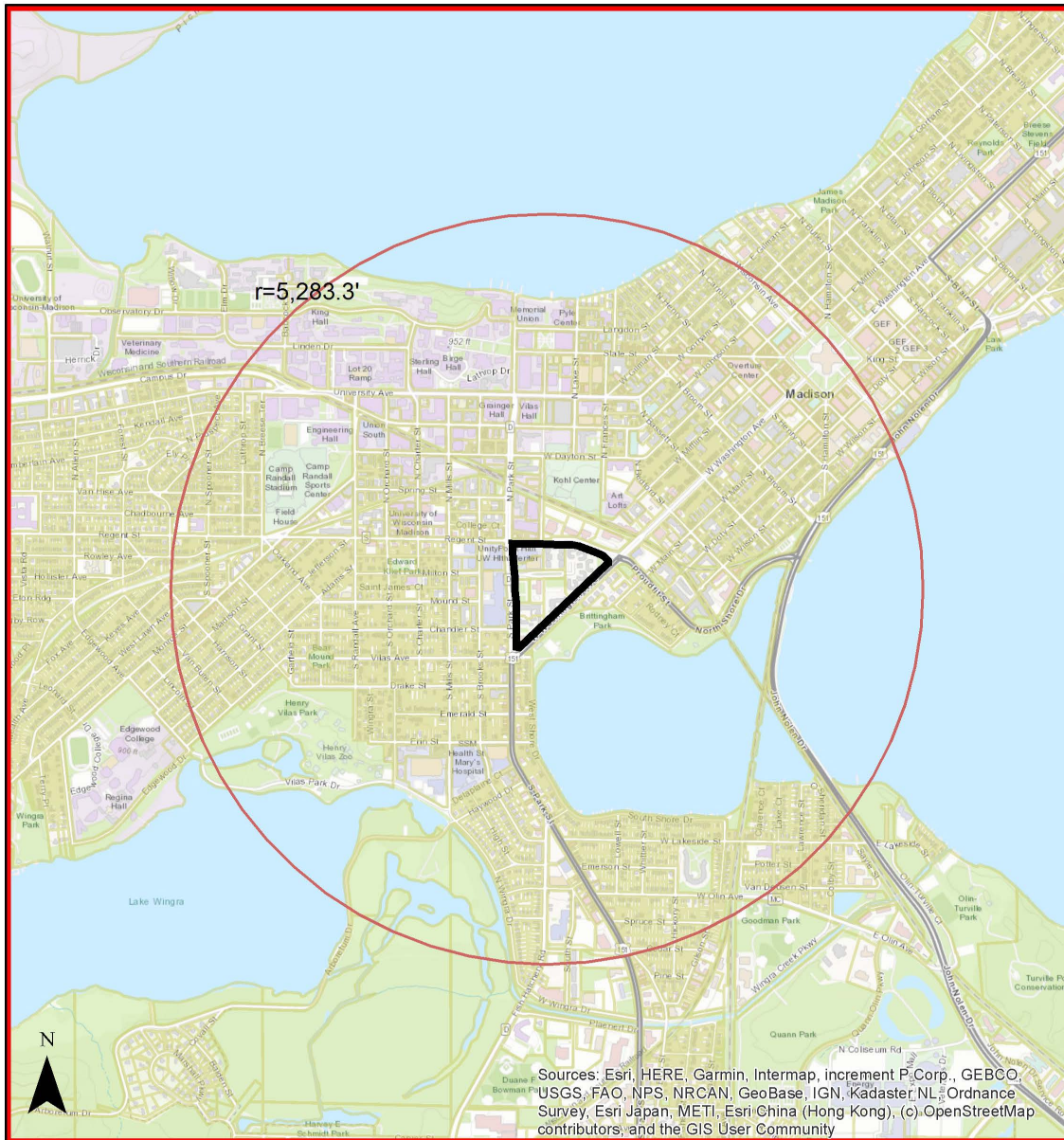


March 16, 2021

- Parcels
- CDA Properties
- Triangle Planning Area



Triangle Planning Area - 1 mile radius



March 16, 2021

- Triangle Planning Area
- 1-mile radius

0 1,200 2,400 4,800 Feet



APPENDIX B
Sample 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.

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- 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

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- (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: _____
