

CONTRACT FOR PURCHASE OF SERVICES

between the City of Madison and Walker Parking Consultants

1. **PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Walker Parking Consultants 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):

OWNER REPRESENTATIVE - CITY OF MADISON PARKING UTILITY - MASTER PLAN STUDY FOR BLOCKS 105 and 88: The scope of this project is to provide owner representative services and project management services for the master planning of the Government East Parking Garage replacement project and related review of the separate joint master planning efforts for the Marcus/Urban Land Interests hotel on Block 88 and Block 105; as described in the 7-page "Scope of Services and Payment Schedule", Contract No. 6770, including all exhibits thereto, incorporated herein, and attached as Attachment No.1.

Attachment No. 1 shall include the following exhibits:
Exhibit 'A': 3-page Joint Master Planning Services
Exhibit 'B': 12-page Kimley-Horn Master Planning Services
Exhibit 'C': 1-page Walker Parking Consultants Proposal

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this contract shall be as required for completion of owner representative services throughout master planning services and including final master planning acceptance by the Common Council.

5. **ENTIRE AGREEMENT.**

The entire agreement of the parties is contained herein and this contract 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 City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, 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, or national origin.

13. **AFFIRMATIVE ACTION.**

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

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. 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 Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan

meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

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 or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison 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 City at its option may do any or all of the following:

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

Robert Phillips, P.E., City Engineer

(Department or Division Head)

City of Madison, Engineering Division

210 Martin Luther King Jr. Blvd., Room 115

Madison, Wisconsin 53703

FOR THE CONTRACTOR:

Thomas Hannula, P.E.

Walker Parkign Consultants

505 Davis Road

Elgin, IL 60123

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$ 56,000 (fifty-six-thousand & 00/100).

24. **BASIS FOR PAYMENT.**

A. **GENERAL**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27.

INSURANCE.

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

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

28.

OWNERSHIP OF CONTRACT PRODUCT.

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

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

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

29.

LIVING WAGE (Applicable to contracts exceeding \$5,000).

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30.

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.

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

CONTRACTOR

Walker Parking Consultants

(Type or Print Name of Contracting Entity)

By:

Thomas L. Hannula
(Signature)

THOMAS L. HANNULA, SR. VICE PRESIDENT
(Print Name and Title of Person Signing)

Date:

9/23/2011

CITY OF MADISON, WISCONSIN
a municipal corporation

By:

Paul R. Soglin, Mayor

Date:

Approved:

Finance Director

Date: _____

By:

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By:

Randy A. Whitehead, Accountant 4
Designee of Finance Director

Date

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

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

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
OWNER SERVICES FOR CITY OF MADISON PARKING UTILITY

CONTRACT NO. 6770

In this Attachment 1; the word "Parking Utility" means City of Madison Parking Utility, Wisconsin; the word "Owner Representative" means the entity which will provide owner's agent services, Walker Parking Consultants.

Attachment No. 1 shall include the following exhibits:

- Exhibit 'A': 3-page Joint Master Planning Process
- Exhibit 'B': 12-page Kimley-Horn Master Planning Services
- Exhibit 'C': 1-page Walker Parking Consultants Proposal

ARTICLE I. PROJECT DESCRIPTION

The scope of this project is to provide Owner Representative (OR) services for the master planning of the Government East Parking Garage replacement project and related review of the separate joint master planning efforts for the Marcus/Urban Land Interests hotel on Block 88 and Block 105.

The Owner's Representative (OR) shall assist Parking Utility in the development and preparation of a master plan study, to be performed by outside consultants, to demolish the existing Government East Parking Garage and construct a new parking garage that will serve around 1,400 vehicles. The new parking garage structure, located below Block 88 and Block 105, is proposed to have underground parking.

The Owner's Representative (OR) shall provide project management services and review of urban planning, site planning, traffic planning, review of architectural and engineering design, and review of preliminary construction cost estimating that are related to the master planning for the Government East Parking Garage, Marcus/Urban Land Interests hotel, and Block 105.

The Owner's Representative (OR) shall plan, schedule, and coordinate design reviews and approval processes and discuss with Parking Utility their goals for the project. The OR shall retain, at the Parking Utility's expense, the appropriate and necessary resources as required to represent the interests of the City of Madison Parking Utility in discussions with the planning teams and stakeholders involved.

The Owner's Representative shall have experience with operations of underground poured in place Post-Tensioned parking garages with a 1,400 stall capacity, and shall have project management experience in parking garage feasibility & site analysis studies including functional parking garage design, lighting systems, revenue, security & access control systems, and graphics and wayfinding systems.

ARTICLE II. BACKGROUND

The owner referred to in this document is the City of Madison Parking Utility. The Parking Utility is an Enterprise agency of the City of Madison that receives no tax subsidy. All of the revenues for Utility use are generated through user fees. These user fees cover both operating and capital costs.

The projects involved are:

Joint master planning process with Marcus/Urban Land Interests/City of Madison on Block 88 for a potential convention center hotel and other uses including possible use of the Madison Municipal

ATTACHMENT NO. 1
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Building in the area between Martin Luther King Jr. Blvd, Doty Street, Wilson Street and Pinckney Street (see Legislative File 21105 attached as Exhibit 'A'). See the attached joint agreement Exhibit 'B' for more information.

Request for proposals (see attached) for master planning services for the Judge James E Doyle Square (block 105) in the area between Pinckney Street, Doty Street, and Wilson Street. This area may contain a bike station, office spaces, retail shops, parking garage, and other uses.

A below grade parking garage constructed between Wilson Street and Doty Street from the current Madison Municipal Building to the southern wall of the current Great Dane Restaurant and the building located at 121 East Wilson Street.

Identified stakeholders in these projects include, but not limited to:

- The City of Madison Parking Utility
- The City of Madison, City Council, Commissions, Boards, Committees
- Mayor Paul Soglin, 4th & 6th District Alderperson and other city leaders
- City of Madison Planning Department, Traffic Engineering and other agencies
- Marcus Hotels
- Urban Land Interests
- Bike Station interested parties
- Office tower interested parties
- Retailer interested parties
- Madison Municipal Building/Government East area business neighborhood and business groups such as Downtown Madison Inc (DMI) and Business Improvement District (BID)
- Madison Municipal Building/Government East area residential neighbors and groups

ARTICLE III.
SERVICES TO BE PERFORMED BY THE OWNER REPRESENTATIVE

Perform the services described in this article. It is not required that the services be performed in the sequence in which they are described. The Parking Utility will issue a separate request for proposal for the architectural and engineering design and construction bidding of the parking garage. The successful proposer may not be an agent, employee, subcontractor or owner of any other planning, architectural, engineering or design firm or team engaged to work on block 88 or block 105.

Pre-Design Information: Review all conceptual planning design information provided by Parking Utility.

Goal Setting: Plan and organize one (1) project goal setting session with Parking Utility to ascertain the overall project success factors. The end result of this session will be clearly defined project objectives for Parking Utility that will be tracked through the duration of the project.

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Conferences and meetings with Parking Utility, planning teams, & stakeholders:

Meet with the planning teams of block 105 and block 88 to discuss alternative designs and its impact on the Parking Utility. Attend three (3) milestone meetings at Parking Utility's direction. Monitor milestone design meetings as needed. Following consultation with the Parking Utility, recommend strategies to keep costs reasonable and parking operations manageable. Particular attention shall be paid to the following areas:

- Ingress/egress sufficient for a 1,400 vehicle parking garage
- Truck loading/unloading areas and drive aisles
- Waste management issues
- Truck and customer issues of the public market, hotel, bike station and office tower(s)
- Water table issues related to construction and ongoing maintenance of a below grade parking structure
- Traffic flow within and outside of the parking structure
- Floor to ceiling ADA height
- Segregation of parking areas by owner
- Revenue collections and capabilities and limitations of parking revenue equipment including potential interface with existing revenue system
- Potential for parkers to abuse/defeat the revenue system
- Maintaining public parking during construction
- Construction issues including dewatering and phasing of construction
- Parking garage design including column layout, drive aisle design, and cashier booth configurations
- Safety and security of parkers and employees including camera system needs
- Internal and external wayfinding including vacant stall identifiers and external stall occupancy signs
- Bus, taxi, ped/bike, private vehicle, temporary loading, valet parking passenger drop off issues
- Special event parking issues
- Parking financial feasibility in relation to operating and capital expenses
- Fire sprinklers, mechanical HVAC systems, and similar items.
- Lease arrangements
- Cost sharing among participants
- Change order cost sharing
- Elevator, stairwell, and pedestrian passageways

Conceptual Construction Estimate: Review a conceptual construction cost estimate(s) based on discussions with the master planning team consultants and stakeholders. Review the estimates with Parking Utility and provide revision comments as directed by Parking Utility if required. Review a final construction cost estimate based on discussions with the master planning team consultants and stakeholders.

Total Parking Utility Project Budget: Prepare a total Parking Utility project budget based on the conceptual future construction estimate and allowances for non-construction line items based on input by Parking Utility and appropriate planning team consultants required for the project. Review the parking garage budget with Parking Utility and revise same as directed by Parking Utility if required. Issue a final total parking garage project budget to Parking Utility for acceptance.

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Value Engineering / Cost Analysis: Analyze and report to Parking Utility and advise the consultant of the cost of various design and construction alternatives. As a part of cost analysis, consider costs related to efficiency, usable life, maintenance, energy and operation.

Schedule: Review schedules for each component of the concept study. Review and submit scheduling comments and recommendations to Parking Utility.

Complete Project Objectives: Coordinate parking garage project objectives with Parking Utility to reconcile the project scope with the conceptual construction cost estimate, total project budget and schedule to Parking Utility's satisfaction.

Project Conference: Attend one (1) conference meeting by Parking Utility and Block 105 consultant. During the conference meeting, review the project objectives.

Status Meetings: Attend two (2) meetings with Block 88 and Block 105 design teams as needed and as directed by Parking Utility.

Review Block 105 Plan Documents: Review two concept study documents for clarity, consistency, and constructability and for compliance with the parking garage project objectives. The concept plan review will be performed at the end of the concept plan phase. The result of this review shall be provided in writing and as notations on the concept plan documents.

Parking Utility Comments: Expedite Parking Utility's review comments by compiling and conveying Parking Utility's comments to the Concept Plan Consultants and planning teams.

Project Delivery Recommendations: Review sequence of construction duration and separation of the project into various stages of work.

Approvals by Regulatory Agencies: Assist with reviews by regulatory agencies.

ALL TASKS OUTLINED ABOVE SHALL INCLUDE THE FOLLOWING:

- A. Assist Parking Utility in selecting, retaining, and coordinating the professional services of surveyors, special consultants, and testing laboratory services as required for the project.
- b. Meet and confer with Parking Utility as needed on a periodic basis to provide project updates.

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ARTICLE III. PERSONNEL ASSIGNED

A. Owner Representative Personnel:

Principal Of the Owner Representative: The Owner Representative agrees that all its activities performed pursuant to the terms of this contract will be coordinated and directed as Principal of the Owner Representative by:

Thomas Hannula, P.E., Senior Vice President

Other Staff of the Owner Representative:

Dave Ryan, P.E., Director of Operations

Phill Schragal, Director of Operations Consulting

Mike Schmidt, P.E. (Henneman Engineering Inc.)

Steve Harms (Tri-North Builders)

B. Parking Utility's Representative:

All dealings between the Parking Utility and the Owner Representative with respect to the subject matter of the Agreement shall be with the Parking Utility's Designated Representative. The designated representative shall inform the Owner Representative as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the Owner Representative, refer information and requests submitted by the Owner Representative to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the Owner Representative. The designation of the representative thereof shall not limit those with whom the Owner Representative may have contact if, in the Owner Representative's judgment, consultation with others will be of assistance.

The Parking Utility's Designated Representative is:

William Knobloch, Parking Operations Manager

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ARTICLE IV. PAYMENT SCHEDULE

The Parking Utility shall make periodic payment to the Owner Representative in approximate proportion to services performed so that the compensation on the completion of each task described herein shall not exceed the following percentage of the contract price specified in Section 23 of this contract document.

Master Planning 100%

The Owner Representative shall submit periodic statements certifying the sum so determined due and outlining the progress of the services to date. These reports shall be submitted to the Parking Utility's Designated Representative and shall be subject to review by Parking Utility personnel at the discretion of the Parking Utility's designated representative.

No itemized expenses. Expenses including but not limited to travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project-related expenditures by the Owner Representative, are included in the total contract price under Paragraph 23 of the Contract for Purchase of Services.

ARTICLE V. ADDITIONAL SERVICES

Any additional services over and above the services described in Attachment #1, in Article II of the Scope of Services shall be provided when authorized in writing by the Parking Utility's Designated Representative. For additional service, the Owner Representative's additional compensation will be based on the following rates for individuals assigned to the project:

The Owner Representative's time shall be billed at a rate of \$210 per hour.

Such rates shall include but not be limited to the usual overhead costs such as clerical and office support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for all persons in consultation, research and design in producing report, drawings, specifications and other documents pertaining to the project. Services of professional subconsultants not included in Article II of this contract engaged by the Owner Representative with the written consent of the Parking Utility's Designated Representative shall be compensated at a multiple of one point one (1.1) times the amount billed to the Owner Representative for such services.

The Owner Representative and subconsultants listed in Article II shall be paid for reimbursable expenses that apply to additional services, as listed herein that are in excess of usual and customary expenses. Usual and customary expenses shall include expenses for travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project related expenditures.

The additional services rates listed above shall include usual and customary overhead associated with deliverance of the additional service.

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REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES	
Mileage—in excess of travel required for basic service (beyond metropolitan area of Architect's home office)	\$0.55/mile
Travel and Subsistence—in excess of travel required for basic service (beyond metropolitan area of Architect's home office)	Cost
Long Distance Telephone, Telex, Telecopy, etc.	Cost
Postage, Handling, etc. (in excess of usual and customary office support)	Cost
Color Copies (8 1/2" x 11")	\$0.10/copy
Color Copies (11" x 17")	Cost
Electrostatic Copies	Cost
Plotting	Cost
Reproduction and Printing (in excess of usual and customary project support)	Cost
Materials (in excess of usual and customary project support)	Cost
Equipment Rental	Cost

At the request of the Parking Utility's Designated Representative, the Owner Representative shall provide a statement listing the names of individuals who worked on the additional services, the category of work, the number of hours worked and the hourly rates based on the aforementioned rates of the individuals. All cost records of the Owner Representative and the Owner Representative's subconsultants, including but not limited to time sheets, payrolls, receipts, invoices, and vouchers shall be available for inspection by representatives of the Parking Utility upon request.

End of Attachment No. 1.

EXHIBIT 'A'

Joint Master Planning Process



City of Madison

Legislative File Number 21105 (version 1)

Title

Authorizing a Joint Master Planning Process with the Marcus/ULI Block 88 Joint venture for a potential convention center hotel and other uses on Block 88, including possible use of the Madison Municipal Building; providing up to \$200,000 to assist in the preparation of the Block 88 Joint Master Plan; authorizing the release of a Request for Proposals for Master Planning for Block 105 (the Government East Parking Ramp site) and a 12-block area of downtown Madison, in conformance with the City's approved TIGER II grant from the U. S. Department of Transportation; and authorizing the Mayor and City Clerk to sign all documents necessary to start the planning processes.

Body

On September 16, 2010, Mayor David Cieslewicz announced the City's intent to plan for the "Public Market Square Development District ("The District"), a 12-block area on the southeast side of the Capitol Square identified in the City's federal TIGER II grant application with a focus on the two blocks adjacent to the then planned passenger rail station at 101 East Wilson Street. The District will include a new Madison Public Market and other supportive retail, replacement of the aging Government East parking ramp with a new structure, a bicycle center, intermodal transit links, and possibly additional office space and a hotel.

To focus on this emerging vision, the Mayor formed an interdisciplinary City staff team in October 2010 to move the planning forward. Chaired by George Austin under a contract with the City. The staff team established a Charge and a Value Proposition to guide its work as follows:

The Public Market Square City Staff Team has been established to:

- Help form a bold vision for the 12-block Southeast corner of the Capitol Square area as identified in the TIGER II grant with a focus on the two blocks adjacent to the planned new passenger rail station at 101 East Wilson Street- to include parking, a public market, bike station, intermodal transit connections, replacement municipal space and new commercial space.
- Forge an achievable delivery plan to seize the immediate transit-oriented development opportunities including the parking required for the proposed redevelopment and around Blocks 88 and 105.
- Establish a long-term plan that maximizes economic development potential, including public/private partnerships, to take full advantage of the area's future as Madison's transportation gateway.

The individual components of the project, parking, public market, bicycle station, rail station, hotel, were being pursued independently of each other through other staff work and outside contracts. However, it became clear that to meet the broad objectives of the project a coordinated planning and engagement process would be needed.

The City Staff Team's work revealed the following realities.

1. Providing the 400 stalls of parking for the high speed rail station by the end of 2013 was the main driver of the schedule.
2. The public market planners believe the best site for the market is Block 105.
3. The Marcus Corporation has development rights in Block 88 regarding any future hotel development. It believes Block 88 to be the best site for additional rooms to support Monona Terrace. Understanding how Block 88 could be developed is pivotal to the approach to the development of Blocks 88 and 105.
4. Sorting through the competing uses proposed for Block 105 has to be thought about as a whole and not independently of one another in order for the project to be successful.
5. Receipt of the \$950,000 TIGER II grant from the federal government established the opportunity to plan on a larger scale for transit oriented development in this quadrant of the central business district.

WHEREAS, as a part of the Hilton Hotel project, the City granted Marcus Hotels, Inc., a first right of refusal on any hospitality uses on Block 88 (the block upon which the Madison Municipal Building sits); and

WHEREAS, the City applied for and received \$950,000 in TIGER II funds from the U. S. Department of Transportation to prepare a Master Plan for a 12-block area of downtown Madison, as part of a multi-modal redevelopment initiative that would support the arrival of passenger rail service to downtown Madison; and

WHEREAS, in 2008 the City hired Hunden Strategic Partners to prepare a Downtown Madison Hotel Feasibility Study to make recommendations on the location and projected operation of such a hotel to maximize the performance of the Monona Terrace Community and Convention Center; and

WHEREAS, based upon their research, surveys, and analysis Hunden recommended the development of a 400-room convention center hotel in downtown Madison which would be within walking distance (within a 1,200-foot radius) of Monona Terrace, preferably connected or adjacent; and

WHEREAS, on March 17, 2009, the Madison Common Council accepted the recommendations contained in the Study prepared by Hunden Strategic Partners (Enactment No. RES-09-00245, Legislative File ID No. 13561); and

WHEREAS, Marcus believes that Block 88 remains the best block to construct a hotel to serve the Monona Terrace Community and Convention Center and has partnered with Urban Land Interests (ULI) to create a Marcus/ULI Block 88 ("Joint Venture") to pursue the possible redevelopment of Block 88; and

WHEREAS, the City believes that a planning effort with the Joint Venture will provide the best possible opportunity to understand how the redevelopment can best function for both underground parking and the potential air rights development; and

WHEREAS, the Parking Utility needs to replace the 53-year old Government East parking ramp; and

WHEREAS, any planning for Block 88 should recognize the historic value of the Madison

Municipal Building (designated a Local Landmark on October 15, 2002, listed on the National Register November 27, 2002) and its full integration into any redevelopment that occurs on Block 88; and

WHEREAS, in conjunction with the Block 88 planning, the City wishes to engage a Master Planning Team to prepare a detailed Master Plan for a portion of Block 105 (Government East Parking Ramp) that includes planning for underground parking, the Madison Public Market, a Bicycle Center, and air rights development that including replacement office space for the Madison Municipal Building, and additional commercial and/or residential air rights development including potential for additional commercial space, and replacement City office space presently in the Madison Municipal Building; and

WHEREAS, the City portion of the Block 88 Master Planning will be no more than \$200,000; and

WHEREAS, the Joint Venture will contribute in-house staff resources to assist in directing and coordinating master planning activities and feasibility analysis, and will pay any costs associated with the joint planning process in excess of \$200,000; and

WHEREAS, the potential redevelopment at both Blocks 88 and 105 were planned prior to the announcement of the location of the passenger rail station at the Department of Administration Building at 101 East Wilson Street; and

WHEREAS, to truly complete the balance of Master Planning for Block 105 and the balance of the 12-block area identified in the awarded TIGER II Grant, the City needs to release the RFP for Master Planning Services in advance of the work being completed for Block 88; and

WHEREAS, funding from the awarded TIGER II Grant will be used to provide for the funding of the Block 105 Master Plan, and the Master Planning for the balance of the 12-block area.

NOW, THEREFORE BE IT RESOLVED, that the Common Council authorizes the City to engage in a joint planning effort for Block 88 with the Marcus/ULI Block 88 Joint Venture and for the City to make an expenditure of up to \$200,000 as a contribution to the Joint Venture for use in funding the joint planning efforts.

BE IT FURTHER RESOLVED, that the Common Council does hereby authorizes the release of a Request for Proposals for Master Planning for Block 105; and

BE IT FINALLY RESOLVED, that the Mayor and City Clerk are hereby authorized to execute all documents necessary to begin the planning processes described herein, all in a form to be approved by the City Attorney.

Fiscal Note

Total funding of \$1,750,000 (including \$950,00 in Federal TIGER II grant funds) for this project has been included in the 2011 Adopted Capital Budget of the Department of Planning & Community & Economic Development, Project No. 25, "Public Market Square Planning," Account No. 810707. No additional appropriation is required.

Scope of Services (Dated: July 15, 2011)

Phase I: Concept Architectural, Engineering, and Environmental Assessment for the Block 105
Redevelopment Project

Task 1 Project Management**1.1. Project Management Plan**

The Kimley-Horn team will prepare a project management plan (PMP) that will include the project description, project team members, communication protocols, quality assurance/quality control, schedule, and document templates.

1.2. Project Leadership Team and Design Team Meetings

The Kimley-Horn team will conduct up to a total six (6) internal consultant leadership team and design team meetings to coordinate design decisions and consultant production of the master plan.

1.3. Progress Reports

The Kimley-Horn team will prepare monthly project progress reports and invoices, establish and maintain a project schedule with key milestones, a contact reporting system, and an issues tracking system. The Kimley-Horn team will coordinate the format for the monthly progress reports with the City in advance so as to comply with federal government reporting requirements.

Task 2 Public Involvement

The Kimley-Horn team will work with the City Project Management Team to engage and include community leaders, neighborhood issues, city plans, and city processes in order to have a successful project process and outcome.

2.1. Public Involvement Plan

The Kimley-Horn team will employ a public and agency involvement program that is based on our previous experience and tailored based on local feedback from the city and other agencies. Development of the public involvement plan (PIP) will begin with identification of stakeholders. A preliminary list will be prepared for discussion at the project kick-off meeting where input from the city and other agencies can be collected to expand the list. The PIP also will include goals, objectives, and expected outcome; project committees and roles; anticipated outreach techniques and timing how public involvement efforts will be evaluated. Summaries of public meetings also will be appended to the PIP, so at the end of the project there is a single package illustrating public participation for the project.

2.2. City Project Management Team Meetings

The Kimley-Horn team will help establish the City Project Management Team (PMT) including guiding principles, project goals, PMT membership, and meeting timeline. The PMT develops technical ownership

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of the project and lends additional credibility to project decisions. It is anticipated that the core membership of the PMT will consist of city staff. The Kimley-Horn team will plan and coordinate PMT meetings including meeting preparation, agendas, facilitation, and follow-up. These meetings will be interactive working sessions fostering coordination between the PMT and the Kimley-Horn team not only for design related elements but also regarding public engagement. The Kimley-Horn team will conduct up to seven (7) PMT meetings. The final PMT meeting will be a teleconference.

2.3. Block 88 Coordination Meetings

The Block 88 Team will be invited to participate in two (2) City PMT meetings, one at the beginning phase of the project and the second during the draft phase. The purpose will be to exchange information from the Block 88 and Block 105 master planning exercises.

2.4. Interagency Coordination Meetings

The Kimley-Horn team will hold one (1) meeting with local and state resource agencies, city staff, and adjacent property owners. The meeting will focus on environmental scoping for the project and the collection of input on the purpose of the project, possible alternatives, and the environmental, transportation, and community impacts and benefits that should be considered if the project advances to a federal environmental document. Representatives from the first meeting will be invited to participate in the PMT meetings during the preliminary concepts and draft plan phases in order to share project progress and gather input.

2.5. Project Advisory Team Meetings

In consultation with George Austin and the City Project Management Team, the Kimley-Horn Team will establish the Project Advisory Group (PAG) including guiding principles, project goals, PAG membership, and meeting timeline. The PAG will include local elected officials, neighborhood leaders, and other project stakeholders. The Advisees will provide feedback and guidance on the project process and recommendations as they unfold. Participating Advisees will not be static or based on a set membership. Instead, these meetings will have a flexible attendee list as determined to be effective by the PMT and the Kimley-Horn team. The Kimley-Horn team will plan and coordinate PAG meetings including meeting preparation, agendas, facilitation, and follow-up. The Kimley-Horn team will conduct up to three (3) PAG meetings.

2.6. Focus Group Meetings

The Kimley-Horn team will hold up to six (6) focus group meetings with the following organizations in order to gather specific input on the project.

- Madison Trust for Historic Preservation
- Bike Federation of Wisconsin, bike shop owners, DMI Bike Subcommittee
- Retailers & restaurateurs
- Development community
- Commercial and residential brokers



- Capital Neighborhoods, Inc.

2.7. Public Meetings

The Kimley-Horn team will hold up to three (3) public meetings. The Kimley-Horn team will plan and coordinate the public meetings including meeting preparation, noticing, agendas, facilitation, and follow-up. The planning and goals of each public meeting will be coordinated through the PMT and the PAT. The three public meetings will include:

- Information gathering and SWOT
- Presentation and discussion of the preliminary concepts
- Presentation and discussion of the draft plan

2.8. Other Information Gathering

The Kimley-Horn team will include other methods of outreach and information gathering. The Kimley-Horn team will coordinate and facilitate the presentation of the project preliminary concepts and draft plan to community stakeholders and city staff. A total of up to four (4) presentations will be made to the following stakeholders:

1. City of Madison Development Assistance Team (preliminary concepts and draft plan) (2)
2. Downtown Madison Inc. (draft plan)
3. Capital Neighborhoods Inc. (draft plan)

The Kimley-Horn team will make presentations using electronic media (PowerPoint or similar presentation programming tool) where possible to limit printing and the distribution of printed materials and presentation boards.

The Kimley-Horn team will also conduct a one (1) site tour to orient members of the PMT and other key stakeholder to the site context and constraints.

The Kimley-Horn team will conduct a survey of the bike community utilizing Survey Monkey. The Kimley-Horn team will be responsible for drafting the survey questions and preparing a summary analysis of the results.

2.9. Deliverables

- Public Involvement Plan
- Focus Groups Report
- Public Meeting Summary Reports (one electronic copy)
- Bike Survey Data Summary



Task 3 Traffic Impact Analysis

The Kimley-Horn team will conduct and provide a Traffic Impact Analysis (TIA) report for a worst case land use scenario with additional intersections studied in Phases 2 and 3, consistent with professional engineering practices. The TIA will consist of the following subtasks:

3.1. Data Collection

The Kimley-Horn team will document and inventory planned and existing surrounding transportation conditions. This will include existing conditions for the multiple modes (i.e. pedestrians, bicycles, automobiles, buses, rail, and freight) and how they relate to the subject land use area.

The Kimley-Horn team will collect available data from the City and the Madison Area Transportation Planning Board. It is our understanding that existing data available from the City includes:

- Street segment volumes (average weekday volumes)
- Some hourly turning movement counts (a.m. and p.m. peak hours)
- Pedestrian and bicycle counts and maps
- Street and intersection condition diagrams (lane markings, geometrics)
- Traffic signal timings
- Madison Metro bus transit routes and schedules
- Public parking data
- Traffic crash data (police reported)
- Zoning and land use plans

The Kimley-Horn team will consult with the City if any intersection turning movement counts or other data are needed. New turning movement data will be collected using video capture of intersection movements and data reduction in a separate lab. Data for pedestrians, bicycles, motor vehicles, and heavy vehicles will be collected. A maximum of 17 two-hour p.m. peak period turning movement counts will be required for analysis:

1. John Nolen Drive and Broom Street
2. John Nolen Drive/S. Blair Street and E. Wilson Street/Williamson Street
3. W. Wilson Street and S. Broom Street
4. W. Wilson Street and S. Hamilton Street and S. Henry Street
5. S. Hamilton Street and W. Doty Street and S. Fairchild Street
6. W. Doty Street and S. Carroll Street
7. W. Doty Street and Martin Luther King Jr. Boulevard
8. E. Doty Street and S. Pinckney Street
9. E. Doty Street and King Street
10. S. Webster Street and E. Main Street

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11. S. Webster Street and E. Washington Avenue
12. W. Wilson Street and S. Carroll Street
13. W. Wilson Street and Martin Luther King Jr. Boulevard
14. E. Wilson Street and S. Pinckney Street
15. E. Wilson Street and S. Butler Street and King Street
16. N. Fairchild Street and W. Washington Avenue
17. S. Fairchild Street and W. Main Street

Two (2) intersections will be counted in order to understand the existing parking demand at the Government East garage. This data will be used in the trip generation and trip distribution tasks.

18. S. Pinckney Street and existing Government East parking garage access (13 hour count)
19. E. Wilson Street and existing Government East parking garage access (13 hour count)

Additionally, four (4) proposed access points to the parking garage will be analyzed:

20. E. Wilson Street and new access to parking ramp (west of Pinckney Street)
21. E. Wilson Street and new access to parking ramp (east of Pinckney Street)
22. E. Doty Street and new access to parking ramp (west of Pinckney Street)
23. E. Doty Street and new access to parking ramp (east of Pinckney Street)

3.2. Existing Conditions

The Kimley-Horn team will conduct existing conditions analysis to understand current operating conditions for the following 12 intersections:

1. John Nolen Drive/S. Blair Street and E. Wilson Street/Williamson Street
2. W. Wilson Street and S. Hamilton Street and S. Henry Street
3. S. Hamilton Street and W. Doty Street and S. Fairchild Street
4. W. Doty Street and Martin Luther King Jr. Boulevard
5. E. Doty Street and S. Pinckney Street
6. E. Doty Street and King Street
7. S. Webster Street and E. Washington Avenue
8. W. Wilson Street and Martin Luther King Jr. Boulevard
9. E. Wilson Street and S. Pinckney Street
10. E. Wilson Street and S. Butler Street and King Street
11. S. Pinckney Street and existing Government East parking garage access
12. E. Wilson Street and existing Government East parking garage access

The primary measure of effectiveness that will be reported will be level-of-service (LOS), as defined in the Highway Capacity Manual (HCM). LOS is a qualitative letter grade (A through F) based on seconds of vehicle delay due to the traffic control device at an intersection. By definition, LOS A conditions represent



high-quality operations (i.e., motorists experience very little delay or interference) and LOS F conditions represent very poor operations (i.e., extreme delay or severe congestion).

The Kimley-Horn team will conduct the operations modeling using Synchro 7. We will use existing models to the maximum extent and build upon those to include the 12 listed intersections. A combination of City-provided data and consultant collected data will be used in the model. Kimley-Horn will provide the constructed model along with the other assumptions to the City for review prior to beginning the analysis. The methodology assumptions that will be confirmed relative to operations modeling are:

- Intersection geometry
- Existing traffic volumes (motor vehicle, pedestrian, and bicycle)
- Signal timings

3.3. Projected Traffic

In Phase 1, the Kimley-Horn team will develop forecasted volumes associated with possible land uses projected for Blocks 88 and 105, as well as other background growth that is expected to impact base traffic volumes surrounding the site. The forecasts will consist of daily traffic flows and p.m. peak hour turning movements at the 12 listed intersections in addition to the parking garage access points.

Parking garages themselves do not generate traffic; it is the adjacent land uses that generate travel demand. The forecasted volumes for the site will be based on an anticipated worst case scenario—one that reflects the highest and best use of Block 105 with the greatest p.m. peak hour traffic. The trip generation will be based on a combination of information found in ITE's Trip Generation and other research for non-traditional land uses not listed in Trip Generation; trip generation for the bike station use will be based on our team's knowledge of the operating characteristics of this non-standard land uses.

An evaluation of the parking characteristics for the planned parking garage also will be necessary to determine the proper demand at the garage access points. Traffic volumes entering and exiting the garage will be based on the parking supply, demand, and turnover characteristics of the garage. The demand for parking will be based on the uses above the garage as well as the adjacent land uses for which this site would provide convenient parking. In addition to the garage, traffic increases will be expected for other potential accesses for service vehicles and drop-off maneuvers.

The trip distribution will be composed of multiple components: new trip generation associated with the proposed land uses, redistributed traffic of other parking facilities in the area, and redistributed trips from the repurposing of the Madison Municipal Building. These components will need to be confirmed, tracked and documented separately.

Following determination of trip distribution components, the gross trip generation for the land uses will be adjusted with the expected mode split for this area of downtown. Transit, pedestrian, and bicycle trips will be separated from those trips that are expected to use motor vehicles.

The final traffic assignment (volumes) taking into account the various trip generation, trip distribution, and mode split components for the site will be added to the surrounding roadway network for further analysis.

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Reports, graphics, and tables will be provided showing the trip generation, trip distribution, modal split, and traffic assignment as part of the TIA documentation.

Kimley-Horn will document land use data and parking assumptions for City approval prior to beginning future conditions capacity analysis.

The Kimley-Horn team will conduct future conditions analysis to understand future operating conditions for the following 14 intersections:

1. John Nolen Drive/S. Blair Street and E. Wilson Street/Williamson Street
2. W. Wilson Street and S. Hamilton Street and S. Henry Street
3. S. Hamilton Street and W. Doty Street and S. Fairchild Street
4. W. Doty Street and Martin Luther King Jr. Boulevard
5. E. Doty Street and S. Pinckney Street
6. E. Doty Street and King Street
7. S. Webster Street and E. Washington Avenue
8. W. Wilson Street and Martin Luther King Jr. Boulevard
9. E. Wilson Street and S. Pinckney Street
10. E. Wilson Street and S. Butler Street and King Street
11. E. Wilson Street and new access to parking ramp (west of Pinckney Street)
12. E. Wilson Street and new access to parking ramp (east of Pinckney Street)
13. E. Doty Street and new access to parking ramp (west of Pinckney Street)
14. E. Doty Street and new access to parking ramp (east of Pinckney Street)

Kimley-Horn will confirm the following assumption with the city prior to conducting the future conditions operations modeling:

- Projected growth

The impacts will be documented as they relate to:

- Pedestrians
- Bicyclists
- Motorists
- Transit (Madison Metro)
- Emergency services
- Parking
- Driveway gap availability
- Freight delivery

3.4. As authorized by the City: Transportation Operations/Capacity Analyses



Kimley-Horn will conduct existing conditions and future conditions analyses to understand current and future operating conditions at additional intersections, as authorized as part of Phase 2 and Phase 3 services (not included in this Phase 1 scope and fee). The additional Phase 2 and Phase 3 Intersections are expected to be:

1. John Nolen Drive and Broom Street
2. W. Wilson Street and S. Broom Street
3. W. Doty Street and S. Carroll Street
4. S. Webster Street and E. Main Street
5. W. Wilson Street and S. Carroll Street
6. N. Fairchild Street and W. Washington Avenue
7. S. Fairchild Street and W. Main Street
8. S. Butler Street and E. Main Street
9. S. Butler Street and E. Washington Avenue
10. S. Hancock Street and E. Main Street
11. S. Hancock Street and E. Washington Avenue

3.5. Improvements Analyses, Findings, and Recommendations

The Kimley-Horn team will develop a TIA report based on the results of the analysis conducted in the previous tasks. The report will include findings and recommendations for improvements, both off-site and onsite, to adequately support the proposed development and the City's goals of advanced multimodal transportation facilities. The Kimley-Horn team can perform operations and capacity analyses at additional intersections of interest to accommodate future traffic conditions and the City's goals as an additional service. The recommendations will include the following modes:

- Pedestrians
- Bicyclists
- Motorists
- Transit (Madison Metro)
- Freight

The recommendations also will include an operations analysis of internal site circulation such that adequate emergency service, parking, and freight delivery access is provided. Gaps also will be analyzed for the proposed access points to determine the proper control for the proposed intersections.

3.6. Deliverables

1. Traffic Impact Analysis Report
2. Model Files

Task 4 Environmental Scoping

The City does not currently know if it will be seeking any Federal funding for implementation of the project. However, to prepare for the possibility receiving federal funding, and the associated preparation of a federal environmental document, the team will complete a public and interagency scoping process. The scoping process will consist of the following subtasks.

4.1. Existing Conditions

The Kimley-Horn team will document and inventory existing environmental and social conditions in the surrounding area. We will utilize the City, local agencies, and resource databases to collect the following information about the project area:

- Land use
- Existing property/local business inventory
- Aesthetics and visual resources, including vegetation
- Archaeological and historic resources (in consultation with subconsultant)
- Neighborhood resources/community facilities
- Demographics/U.S. Census information (environmental justice)
- Potential state and federal endangered or threatened species (WDNR and USFWS)
- Parklands and public spaces
- Water resources/water quality
- Potential hazardous waste sites or generators (utilizing EDR search)
- Air quality (attainment/non-attainment)

4.2. Stakeholder and Agency Outreach (Included under Task 2 Public Involvement)

The objective of stakeholder and agency outreach is to collect input on the purpose of the project, possible alternatives, and the environmental, transportation, and community impacts and benefits that should be considered if the project advances to a federal environmental document. Kimley-Horn will conduct one meeting, the first Interagency Coordination Meeting described in Task 2.4, with local and state resource agencies, community organizations, and civic leaders (i.e. city staff and representatives).

The first public meeting for the project, as described in Task 2.7 Public Meetings, will seek to collect input on the purpose of the project, possible alternatives, and the environmental, transportation, and community impacts and benefits that should be considered. This information will be utilized in preparing scoping information for the project.

4.3. Screening Level Analysis

Kimley-Horn will utilize the existing conditions information and complete a screening level analysis of the various social and environmental factors that may be impacted by the project. This will combine public

input with high-level technical analysis. Based on the project description and alternatives under consideration, potential key issues of concern for the project will be identified.

4.4. Scoping Memorandum

The findings of the existing conditions analysis, stakeholder and agency involvement process, and screening level analysis will be summarized in a technical memorandum which will identify the level of potential impact associated with each of the issue areas, and the key issues anticipated to be addressed in greater detail in an environmental document. The memo will also document the anticipated level of environmental analysis required, and general steps in the NEPA process. The memo will be reviewed by the City and provided to the relevant federal agency for courtesy review and input on the potential environmental process.

4.5. Deliverables

1. Scoping Process Report

Task 5 Master Planning

5.1. Design Charrette

The Kimley-Horn team will conduct a one-day design charrette. The purpose of the charrette will be to review the data and information collected and develop the draft preliminary concepts. Participants in the charrette will include (but are not limited to) Kimley-Horn, Potter Lawson, Urban Assets, and the City PMT.

5.2. Public Improvements

The Kimley-Horn team will develop a public improvement master plan as part of Phase I of the scope of services. As part of Phase 1 and 2 the public improvement master plan will be most responsive to the immediate surroundings and the needs of the Blocks 105 & 88. As we move into Phase 3 of the scope of services (District Master Planning), the public improvement master plan will be both expanded and refined as we study the 12 block area. As part of Phase 1 the public improvement master plan will be limited to improvements on Block 105 and in the ROW of E. Wilson Street, W. Doty Street and S. Pinckney Street directly adjacent to Block 105.

5.1.1. Context Analysis

While the scope of Phase 1 is limited to the Block 105, an effective public improvement plan, streetscape and landscape design must respond to a much larger context. Our concept development will reach out beyond the Phase I Block to explore design as it relates to Downtown Madison. We will provide a summary analysis of downtown streetscape and landscape focused on understanding the present and future "place" of Block 105 within the hierarchy of the downtown. This will inform the public improvement plan design so that it reinforces and enhances the overall downtown experience and the rhythm of the city. Concept design will define the level and complexity of streetscape and landscape within the hierarchy of the

downtown as a whole, the more localized neighborhood, and variations by block face for Block 105 itself.

5.1.2. Conceptual Public Improvement Master Plan

The Kimley-Horn team will develop a conceptual public improvement master plan that addressing the items enumerated below. This concept plan will be preliminary in nature. The purpose of this concept plan to begin to develop a hierarchy of public space and uses that are synergistic with the design and uses purposed in the Block 105 structure.

- Conceptual Streetscape and cross sections for E. Wilson Street, W. Doty Street and S. Pinckney Street directly adjacent to Block 105
- Bicycle and Pedestrian mobility in and around Block 105
- Analysis of the role of on-street parking adjacent to Block 105
- Intermodal access and connectivity
- Overall circulation plan
- Pedestrian/ vehicle conflicts
- Access to vertical circulation
- Creation of pedestrian spaces in the 'ROW'- EG- cafes, on-street market vendors, Bike Station
- Exploration of green roof facilities
- Landscape and Hardscape concepts
- Street furnishings and amenities

5.1.3. Deliverables

1. Summary analysis of area context including: analysis diagrams on city maps or aerial photos, character sheets of streetscape archetypes using photographs and sketches, supporting text.)
2. Typical cross section for E. Wilson Street, W. Doty Street and S. Pinckney Street adjacent to Block 105
3. Conceptual public improvement master plan – rendered plan suitable for presentation

5.2. Madison Public Market

No current scope of services.

5.3. Bicycle Center

5.3.1. Public Involvement

Mobis/Bikestation, working in tandem with Melissa Huggins of Urban Assets and Fred Schwartz of Kimley-Horn and within the scope defined in Task 2 above, will collaborate to provide multiple opportunities for stakeholder involvement including on-line surveys, interviews with various

stakeholder groups and public input meetings related to the proposed Bicycle Center. These opportunities for public involvement ensure that all stakeholders have a role in the planning & design of the Bicycle Center within Block 105.

5.3.2. Market Study/Best Practices Report: Abbreviated

The Kimley-Horn team will prepare a market analysis of existing bicycle-related facilities on a local, regional and national scale. The type of information gathered will include size, capital and operating costs, staffing scenario, technology, funding sources, and programming for 5-6 similar facilities/cities. The market analysis will include research of existing data sources for the City of Madison, Capital Area Regional Planning Commission, other bicycle centers nationally, local bicycle-related retail operators and other sources of information.

5.3.3. PARTIAL Needs Assessment

The Kimley-Horn team will utilize our proven methods of evaluation to determine both current and latent demand for secure bicycle parking and other program components within the Bicycle Center. The selection and manner of incorporation of the final program components will be paramount to the long-term sustainability of the Bicycle Center. Additionally, The Kimley-Horn team envisions evaluating the feasibility of bike-sharing integration and/or as a program component of the Bicycle Center. In Phase I, this work will be conceptual.

This task breaks down into the following sub-tasks:

1. SERVICE PLAN – Recommend strategies, services and facilities to serve the needs identified.
2. SPACE PLAN– Identify the amount of space (indoor and outdoor) needed to implement the Service Plan. The floor plan should be maximized for service to users and financial sustainability.
3. SITE ANALYSIS – Recommend location(s) where the plan should be implemented in relation to the rest of the activities within Block 105. Some considerations included in the Site Analysis might be:
 - a. What facilities are available to meet the identified needs?
 - b. What facilities need to be constructed?
 - c. Where should the facilities be positioned within the Block 105?

5.3.4. Conceptual Bicycle Center Location / Size

Kimley-Horn and Potter Lawson will produce a conceptual Bicycle Center design location and size that can effectively incorporate the program components, enhances the financial and environmental sustainability of the facility, is a visible signal of the City's commitment to bicycling, and maintains safe and efficient bicycle and pedestrian circulation patterns.

5.3.5. Preliminary Business/Operations Plan & Cost Estimates

The Kimley-Horn team will prepare a Preliminary Business/Operations plan that will include conceptual capital and operating proformas, with assumptions regarding staffing requirements,

viable operating scenarios, and some interaction with potential operators to determine feasibility. Regarding cost estimates, a capital proforma will be provided that identifies costs to install/construct the final program components. The operating proforma will incorporate multiple data inputs for revenues and expenditures in a three (3) year operating scenario.

5.3.6. Overall Project Deliverables

1. Bicycle Center Summary Report (as part of the Master Planning Project Summary Report).

5.4. Block 105 City Offices & Architectural Master Planning

5.4.1 City Office Space Program

A space program will be developed by the Kimley-Horn team, based on input and responses provided by the City PMT or other City representatives, to document the space requirements of the city offices within the Block 105 redevelopment of City Staff to be relocated from the MMB building including documentation of assignable square foot requirements by department and projection of gross square foot requirements for the city office portion of the project. It is understood that the City will provide the Kimley-Horn team with complete information regarding required office space (defined in square footage and/or full-time equivalent staff requirements) and office / workstation space (dimensional) standards provided by the City. This space program shall form the basis for development of conceptual massing options to accommodate city offices on Block 105.

5.4.2 Architectural Master Planning

Diagrammatic floor plans and building sections will be developed to illustrate the scope and complexity of Block 105 as defined below. Some preliminary discussion and development of the architectural character of the project will be completed utilizing hand drawn architectural sketches to illustrate an architectural expression of the master plan concept. The City will identify programming input for Block 105 elements or uses not identified within this scope of services (i.e. possible commercial office space, residential, merchant space, etc.) and quantify those additional uses.

5.4.3 Deliverables

1. Space Program for the City Offices in a spreadsheet format that shows assignable and anticipated gross square foot requirements by department.
2. Floor plans of the office development will be developed showing a proposed structural column grid and building core elements (Lobby, Elevators, Stairs, Toilet Rooms, loading dock and MEP space requirements). City offices would be shown as a color in the floor plans to illustrate the number of floors of city offices in the Block 105 development – no layout of departments, rooms, walls, doors, etc. (this would be done in Phase 2).

3. Architectural hand drawn rendering(s) of the Block 105 development to show the architectural character of the development. These rendering(s) will be a birds-eye perspectives to illustrate the character and extent of the development.
4. 3D sketch-up model showing building mass without architectural details such as windows, doors, etc. The sketch-up model will include surrounding buildings in a massing format based upon available information.
5. At-grade Floor Plan showing the Bicycle Center designated area and approximate size.
6. Preparation of a preliminary code analysis for the architectural portion of the project and discussion with the Madison Fire Department.

5.5. Parking Structure

5.5.1. Data Collection / Block 88 Coordination

The Kimley-Horn team will meet with the City Project Management Team to confirm the parameters for the parking garage component of the re-development and to understand the objectives for the facility within the context of the overall re-development. In addition, KHA will obtain readily available aerial photography, maps and drawings of the site to use as a base for initial study. KHA will visit the site to understand the existing conditions.

The City will provide all previous conceptual studies for proposed parking on Blocks 88 and 105, including studies conducted by JSD, Inc. and the Block 88 Team. The City will also provide all current zoning and building code restrictions for the site that may impact the parking facility and the re-development. The City will provide a current site survey of Block 88 and Block 105 with grades, existing easements and other pertinent information.

5.5.2. Concept Development

Based on the available and provided information, the Kimley-Horn team will develop a preliminary concept for an underground parking structure on the combined Block 88 and Block 105 sites. The concept will acknowledge the development of hotel buildings on Block 88 above the underground garage components. The underground parking components will also be coordinated with other elements of the Block 105 development. The Kimley-Horn team will study various footprint options for the potential underground garage, and will present the most likely preferred optional footprint to the City as part of the overall conceptual master planning for the re-development.

5.5.3 Deliverables

1. The preliminary concept deliverable will consist of floor plan drawings depicting the potential functional layout for the underground garage, and will include the following:
 - General overall preliminary floor plans
 - Vehicular entry/exit locations
 - Pedestrian entry/exit locations
 - Internal vehicular circulation and ramping concept for the garage

- Internal pedestrian circulation concept for the garage
 - Preliminary building column grid concepts
 - Preliminary parking layout
 - Identification of total SF on each floor of the parking garage
 - Confirmation of the number of parking spaces provided in the concept
 - Stair / elevator core locations coordinated with the Block 105 elements above
 - Service / delivery loading area concept
1. Written conceptual narrative will also be developed that addresses the following elements of the parking garage:
- Conceptual revenue control concepts will also be investigated and summarized
 - Wayfinding signage
 - Structural and building concepts
 - Shoring
 - Structural framing
 - Lateral restraint
 - Mechanical ventilation concepts
 - Fire protection

5.6. Estimate of Construction Costs

The Kimley-Horn team understands that the cost estimate prepared at the master planning (conceptual) stage will help the city make important decisions. The Final master planning deliverables will be provided to Mortenson who will provide a single conceptual level cost model at the end of the Phase 1 process.

5.7. Master Planning Project Summary Report

At the completion of the master planning, the Kimley-Horn team will provide one (1) electronic copy of a Phase 1 Project Summary Report. This report will compile the deliverables of the master planning phase as defined above in to a single summary document for reference and distribution by the City. It will also address the following:

- Conceptual basis of design narrative
- Building systems narrative
- Sustainability narrative
- Bicycle Center Feasibility and Implementation
- Regulatory code analysis

Phase 1 – Project Schedule

The above Scope of Services is based on a project duration of six (6) months. The City PMT and the Kimley-Horn team will work collaboratively to meet critical project milestones to maintain that project duration. A detailed milestone schedule is provided. The project duration can be extended at the request of the City to account for time periods during which the City requests work by the Kimley-Horn team be suspended. Delays or extensions to the project duration that are not controlled by the Kimley-Horn team may result in additional negotiated compensation for the Kimley-Horn team.



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September 14, 2011

EXHIBIT 'C'

Mr. Jim Whitney
City Architect
City of Madison
Department of Public Works Engineering Division
City-County Bldg., Rm. 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 63703-3342

Re: *Block 88 and 105 Owner's Representative Services Contract
Phase I*

Dear Jim,

Thank you again for the opportunity to assist the City of Madison as your representative for Phase I of the Block 88 and Block 105 project. We have returned to you, in electronic format, a marked up copy of the Contract for Purchase of Services and a copy of Attachment No.1 – Scope of Services and Schedule of Payments with our comments/modifications noted.

The fee breakdown for our services under this agreement is proposed as follows:

Walker Parking Consultants	\$43,000.00
Henneman Engineering	\$10,000.00
Tri North	\$ 3,000.00
<u>TOTAL</u>	<u>\$56,000.00</u>

Our scope of services and fees assume a total of seven meetings. Myself and Mike Schmidt will be present at all seven meetings and Phill Schragal will attend three meetings.

Please contact me if you have any questions regarding our proposed scope of services or fees for the project or need any additional information at this time.

Sincerely,
WALKER PARKING CONSULTANTS

Thomas L. Hannula P.E.
Senior Vice President