

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8974-0-2020-BG

Title: Monona Terrace Tunnel Lighting Design

City Agency: Traffic Engineering

Due Date: Friday, December 18, 2020
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Traffic Engineering (“City”) is soliciting Proposals from qualified vendors for Monona Terrace Tunnel Lighting Design. Vendors submitting Proposals (“Proposers”) are required to read this Request for Proposals (“RFP”) in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

Issue Date: November 2, 2020
Questions Due Date: November 20, 2020
Answers Posted Date: November 27, 2020
Due Date: December 18, 2020, 2:00 PM CST

1.3 Format

Electronic proposal in a PDF format:

Electronic Proposal: One (1) complete copy. Cost and Technical Proposals should be separate files.

The City will not consider illegible Proposals.

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

1.4 Labeling

All proposals must be clearly labeled: Proposer’s Name and Address
RFP #: 8974-0-2020-BG
Title: Monona Terrace Tunnel Lighting Design
Due: Friday, December 18, 2020, 2:00 PM CST

All email correspondence must include RFP #8974-0-2020-BG in the subject line.

1.5 Delivery of Proposals

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

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

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

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

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

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

1.8 Affirmative Action Notice

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

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

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

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

1.9 Multiple Proposals

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

1.10 City of Madison Contact Information

The City of Madison Enter the City Agency is the procuring agency:	Graham Heitz City of Madison Traffic Engineering PH: (608) 266-4589 gheitz@cityofmadison.com
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The City of Madison
Purchasing Services
administers the procurement
function:

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

For questions regarding
Affirmative Action Plans please
contact:

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

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

1.11 Inquiries and Clarifications

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

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

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

1.12 Addenda

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

1.13 Bid Distribution Networks

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

State of Wisconsin
VendorNet System:

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

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

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

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

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

1.15 Oral Presentations/Site Visits/Meetings

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

1.16 Acceptance/Rejection of Proposals

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

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

1.17 Withdrawal or Revision of Proposals

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

1.18 Non-Material and Material Variances

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

1.19 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.20 Usage Reports

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

1.21 Partial Award

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

1.22 Tax Exempt

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

1.23 Cooperative Purchasing

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

1.24 Proposers Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Summary of Services Requested

City of Madison is seeking Engineering Services consisting of: preliminary design, environmental reporting, final design, plans, specifications, and estimates for the reconstruction of tunnel lighting facilities at the Monona Terrace over John Nolen Dr. and the Wisconsin Southern Railroad. See attached map.

2.2 Project Description

Construction Year: 2022

Design Funding: Local (City of Madison)

Construction Funding: Local (City of Madison)

Lighting systems for the Monona Terrace tunnel are proposed to be reconstructed in 2022. The pending project is anticipated to include the removal of existing conduits, fittings, junction boxes, high pressure sodium (HPS) fixtures, and controls. These items are to be replaced using non-corrosive materials and light emitting diode (LED) fixtures.

Existing facilities generally provide lighting for vehicle-only traffic on John Nolen Dr. (USH 151), the Wisconsin & Southern Railroad (WSOR), and ancillary features. The approximately 970-ft tunnel is comprised of several segments of varied exposure to the southeast that provide partial ambient light. Existing metallic conduits, fittings, junction boxes, fixtures, and control equipment have been damaged due to storm water drainage and corrosion.

A Design Study shall be prepared to determine appropriate lighting levels, fixture types and layout based on current applicable standards, methods of support, routine maintenance needs, and/or proposed modifications to controls or other operational enhancements.

The existing fixtures are suspended by rails and attached to concrete girders via vertical cords. Adequacy of the existing support system will also need evaluation. Any proposed modification to the existing supports will require coordination between structural designers and Wisconsin Department of Administration (DOA) staff for feasibility.

Design study shall also evaluate continued need for any existing lighting elements not directly associated with roadway or public safety, and provide a final opinion of costs.

Additionally, a set of four medium voltage conduits are installed in the tunnel and run between two large pull boxes. The wire is owned by MGE, but the conduit is owned by the City of Madison. As with the lighting system, the conduits were installed in the early

1990's and are galvanized, but are starting to show signs of corrosion likely due to salt spray and galvanic (bimetallic) corrosion where the conduits contact each hangar. The pull boxes have some surface corrosion but are generally in good shape. The Consultant's scope of work shall include specifying a repair for this section of conduit to extend its service life including a cleaning and coating process and non-metallic material to break the galvanic corrosion. The City's preference is to have this work completed with the lighting replacement.

Final design documents shall include a plan set addressing: removal of existing systems, work zone and temporary lighting accommodations, and replacement of existing equipment using non-corrosive materials and light emitting diode (LED) fixtures. Design documents shall also include identification of required permits, construction specifications and estimate to developed to City standards, or any other items considered incidental to providing a biddable set of plans.

The project is proposed to be funded by the City of Madison.

2.3 Evaluation of Proposals

Proposals will be reviewed by a Selection Committee chosen by the City Engineer. Proposals will be ranked separately based on qualifications (Section 3.2, questions 1-6) and by costs.

Madison has a local preference purchasing policy that grants a 5% scoring preference for firms based in Dane County. Proposers seeking to obtain local preference must register online prior to the proposal due date at:

<http://www.ci.madison.wi.us/business/localPurchasing/index.cfm>

Qualification factors will be weighted as shown:

Company Capability	10%
Project Team	20%
Similar Projects by Project Engineer	20%
Design Approach	15%
Cost	30%
Local Preference	<u>5%</u>
Total	100%

The Selection Committee will review and rank cost proposals separately. It will select the proposal which best combines the necessary qualifications with value for expenditure of public funds. The Committee will recommend to the Common Council who will approve the selection.

2.4 Disclosure of Contract Failures. Litigations

Prior to selection the City may request that one or more proposers disclose any significant prior or current contract failures, contract breaches or civil or criminal litigations pending within the last three (3) years which involve your firm.

2.5 Willingness to Execute City Purchase of Services Contract

Firms proposing will be assumed to be willing to execute the standard City of Madison Contract for Purchase of Services. A sample contract is attached to this RFP. Any exceptions to this should be stated in the Proposal.

3 Scope of Services

3.1 Standard Definitions

- A. "CITY" means City of Madison.
- B. "CONTRACTOR" means Design Consultant
- C. "DOA" means the Wisconsin Department of Administration.
- D. "DOT" means the Wisconsin Department of Transportation.
- E. "FHWA" means the Federal Highway Administration.
- F. "WSOR" means the Wisconsin & Southern Railroad
- G. "PROJECT" means the specific section of highway proposed for improvement by the CITY in this CONTRACT.
- H. "SERVICES" means the engineering services, labor, equipment, and materials furnished by CONTRACTOR in accordance with this CONTRACT.
- I. "MANUAL" means the State of Wisconsin Facilities Development Manual, City of Madison Standard Specifications and other manuals referenced therein.

3.2 Standard Provisions, Scope of Service

- A. GENERAL
 - (1) The Services under this CONTRACT shall consist of performing those phases or portions of the design engineering for the PROJECT necessary or incidental to accomplish the PROJECT.
 - (2) The CONTRACTOR shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the CITY.
 - (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the MANUAL.

- (4) The CONTRACTOR shall from time to time during the progress of the Services confer with the CITY and shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the CITY to enable it to reasonably pass judgment on the features of the Services. The CONTRACTOR shall make such changes, amendments, or revisions in the detail of the Services as may be required by the CITY. The CITY reserves the right to select the alternative to be used and may request additional alternatives be studied. The CONTRACTOR is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by CITY required changes in detail of the Services.
- (5) At the request of the CITY, and during the progress of the Services, CONTRACTOR shall furnish maps, portions of plans, supplemental reports or other information relating to Services under this CONTRACT as may be required by the CITY.
- (6) The SERVICES performed under this CONTRACT are subject to review and approval by the CITY at those appropriate steps defined in detail in the MANUAL.
- (7) This CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the CONTRACTOR and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the CITY, unless a separate permit is specifically required by the CITY. CONTRACTOR and any of its approved subcontractors are authorized representatives of the CITY for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.
- (8) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding to this project.

B. DESIGN REPORTS

- (1) Concept Definition Report:
Not Used
- (2) Design Study Report:
Not Used

(3) Design Study:

- (a) The CONTRACTOR shall prepare a Design Study that provides recommendations for replacement of Monona Terrace tunnel lighting based on applicable standards and input from the CITY. At a minimum, the study shall include recommendations for overall system design to include:
- i. Proposed operational concepts for consideration within the design,
 - ii. Lighting calculations based on AASHTO Guidelines,
 - iii. Proposed fixture types,
 - iv. Modifications to lighting controls and control locations, and
 - v. Evaluation of the existing structural support system condition and adequacy of revised lighting equipment.
- (b) An electronic copy shall be submitted to the CITY for approval. If the PROJECT involves highway work, Structure Plans or Right of Way Plats, the preparation of final Lighting Plans shall not be undertaken by the CONTRACTOR until the Design Study has been approved or the CONTRACTOR has been authorized to proceed by the CITY.
- (c) Based on outcomes of the Design Study and input by the CITY, an Opinion of Costs shall be developed for budgeting purposes by the CITY.

C. ENVIRONMENTAL DOCUMENTATION

The CONTRACTOR shall assess the probably environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the CITY the appropriate level of environmental documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Upon the CITY's concurrence of the level of environmental documentation, the CONTRACTOR shall prepare the appropriate environmental in accordance with the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code for approval by the CITY.

D. AGENCY COORDINATION

(1) General:

- (a) Other facilities within the Monona Terrace are currently under review for improvement to include tunnel ventilation fans systems, and parking ramp drainage and waterproofing. These efforts are being coordinated by City of Madison - Engineering Department staff and DOA. CONTRACTOR shall coordinate their design efforts with other groups that may be affected.
- (b) The CONTRACTOR shall consult with all affected local, and state agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.
- (c) Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under this CONTRACT. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of Section 2 of this CONTRACT.
- (d) The CONTRACTOR shall keep the CITY fully informed of its activities.

(2) Permits - General:

- (a) The CONTRACTOR shall determine those permits necessary to advance the PROJECT to the letting stage. When unable to make this determination the CONTRACTOR shall confer with the CITY.
- (b) When a permit is required, the CONTRACTOR shall prepare the permit applications, on the forms and in the manner prescribed by the issuing agency, or as indicated in the MANUAL, for execution and submittal by the CITY.

E. RAILROAD/UTILITY INVOLVEMENTS

(1) General:

(a) The CITY will provide the CONTRACTOR with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONTRACTOR. If necessary, the list should be expanded by the CONTRACTOR based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.

(b) During the development of the work under this CONTRACT, the CONTRACTOR shall confer on an ongoing basis with all utility companies in the PROJECT vicinity in accordance with the MANUAL, to establish mutual understanding on design features of the PROJECT affecting railroad and utility facilities.

(c) The CONTRACTOR shall coordinate with and utility companies to insure that facility relocations/ alterations have been adequately considered.

(d) The CONTRACTOR shall keep the CITY duly informed of the status and nature of all such coordination activities. The CONTRACTOR shall provide the CITY with timely plans and information that will permit it to meet its planned construction schedule.

(2) Railroad Negotiations/Agreements:

(a) The CONTRACTOR shall arrange for all WSOR coordination as set forth in the MANUALS.

(b) It is the responsibility of the CONTRACTOR to locate existing WSOR right-of-way limits on plans and plats.

(c) CONTRACTOR shall provide notifications and project plans to the WSOR.

(3) Utility Coordination:

(a) The CONTRACTOR shall arrange for all utility coordination as set forth in the MANUAL, with the exception of negotiating for utility company land interests.

(b) It is the responsibility of the CONTRACTOR to locate existing utilities on plans and plats.

(c) CONTRACTOR shall provide notifications and project plans to the affected owners of utility facilities, review the work plans of the utility facility owners, consider their schedules and prepare special provisions as generally required by sec. 84.063, Wis. Stats., and Chapter TRANS 220, Wisconsin Administrative Code.

(4) Utility Negotiations/Agreements:

Not Used

(5) Plans, Plats and Other Material:

Not Used

F. PUBLIC INVOLVEMENT

(1) The CONTRACTOR, after consultation with CITY shall prepare a Public Involvement Plan for this PROJECT.

(2) In cooperation with the CITY the CONTRACTOR shall maintain a log of public involvement activities associated with this PROJECT.

(3) During the life of this CONTRACT the CONTRACTOR shall assist the CITY in answering all questions received from the general public about this PROJECT.

G. SURVEYS

(1) The CONTRACTOR shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the CITY and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.

(2) Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.

H. SOILS AND SUBSURFACE INVESTIGATIONS

Not Used

I. LIGHTING & CORRECTIVE CONDUIT REPAIR PLANS

- (1) The CONTRACTOR shall prepare lighting plans and plans for corrective repairs to existing power-supply conduits for the PROJECT.
- (2) Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Lighting Plans are generally expected to consist of the following:
 - (a) Title Sheet
 - (b) General Notes
 - (c) Special Details
 - (d) List of Standard Detail Drawings
 - (e) Engineering Estimates
 - (f) Miscellaneous Quantities
 - (g) Removal Plan Sheets
 - (h) Temporary Lighting Plan Sheets
 - (j) Electrical Plan Sheets
 - (k) Cabling Diagram
 - (l) Electrical Control Schematics
 - (m) Traffic Control Plan Sheets
- (4) Plans shall be designed in accordance with the current practices of the CITY and in accordance with the principles, standards, and practices adopted by the CITY computer aided design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the CITY STANDARD SPECIFICATIONS, hereinafter referred to as STANDARD SPECIFICATIONS.
- (5) Plans shall be developed using computer aided design systems. Plan preparation shall be in accordance with the prescribed methods and on the approved plan sheets as described in the MANUAL.
- (6) The CITY will furnish to the CONTRACTOR such field review notes, previously completed plans or other data as may be available for use in the preparation of the reconstruction plans.

- (7) In preparation of plans, the CONTRACTOR shall prepare and furnish to the CITY specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (8) The CONTRACTOR shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (9) The final plans shall be stamped by the CONTRACTOR.
- (10) Plans are subject to review and examination by the CITY. Such review and examination may be made on the site of the PROJECT.

J. MEETINGS

- (1) Meetings may be scheduled at the request of the CONTRACTOR or the CITY for the purpose of discussing and reviewing the Services under this CONTRACT.
- (2) Meeting schedules are to be coordinated with the CITY to ensure that CITY representatives are available to attend the meetings.

K. PLANS, SPECIFICATIONS, & ESTIMATES (PS&E):

- (1) The CONTRACTOR shall prepare a complete PS&E to CITY standards.
- (2) The CONTRACTOR shall provide one set of final plans in electronic PDF format for each utility within the PROJECT limits prior to the PS&E submittal date.

3.3 Standard Miscellaneous Provision

A. DESIGN STANDARDS

Preparation of plans and specifications shall be accomplished in accordance with the current CITY standards and criteria, and shall be consistent with generally accepted professional practice. Template documents to include standard sheets and drafting standards can be provided, if requested.

B. DESIGN ERRORS AND OMISSIONS

- (1) The CONTRACTOR shall be responsible for the accuracy of the Services performed by the CONTRACTOR under the CONTRACT, and shall promptly make necessary revisions or corrections to its Services resulting from its negligent acts, its errors or its omissions without additional compensation.
- (2) The CONTRACTOR shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.
- (3) The CONTRACTOR shall be responsible to the CITY for any losses to or costs to repair or remedy as a result of CONTRACTOR'S negligent acts, errors or omissions.

C. REVISION OF COMPLETED PLANS

(1) The CONTRACTOR shall make such revisions in plans which have been completed, approved, and accepted by the CITY as are necessary to correct errors or omissions in the plans when required to do so by the CITY, without compensation therefore from the CITY.

(2) Should the CITY find it desirable for its own purposes to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONTRACTOR shall make such revisions if requested and as directed by the CITY. These Services shall be considered as "Extra Services" and will be paid for as such.

D. PROCEDURES FOR HANDLING ERRORS AS DESCRIBED IN SECTION B.

- (1) The process for addressing CONTRACTOR claims and disputes related to error or omissions shall be as described in the MANUAL under Chapter 8-25-25.
- (2) The CITY may recover those additional costs incurred by the CITY as the result of errors determined to be the responsibility of CONTRACTOR.

- (3) Each CONTRACTOR error and the facts about the error will be reviewed by the CITY in conjunction with the CONTRACTOR to establish responsibility for additional costs incurred as a result of a particular CONTRACTOR error.
- (4) When the CITY pursues reimbursement, the CONTRACTOR will be notified of the decision and options for repayment. The CITY'S options listed in priority order are:
 - (a) Repayment in full.
 - (b) Deductions from other payments due and payable by CITY to the CONTRACTOR by equitable right of set off.
 - (c) Legal action by the CITY to collect the costs, if the CONTRACTOR has no other agreements with the CITY or no payments due and payable, and refuses repayment in full.
 - (d) Any combination of the above.
- (5) Any CONTRACTOR appeal must be in writing and received within 30 days of the CITY'S decision.

E. CONFLICT OF INTEREST

(1) The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

(2) The CONTRACTOR warrants that it will not employ for any Services included under the provisions of the CONTRACT any person who is employed by the CITY at the time of execution or during the life of this CONTRACT without prior written approval from the CITY.

(3) The CONTRACTOR warrants that it will immediately notify the CITY if an actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the

CONTRACTOR to continue to perform work under this CONTRACT.

3.4 Special Provisions

A. DESIGN REPORTS

The CONTRACTOR shall prepare the following reports as directed by the CITY and specified in the MANUAL. Three copies of the request shall be submitted to the CITY for approval.

- (1) Request for Exceptions to Design Standards – if authorized
- (2) All technical memos and analysis files required to support proposed design
- (3) Traffic Management Plan (TMP)

B. ENVIRONMENTAL DOCUMENTATION

Not Used

D. RAILROAD/UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

The project runs along/crosses the WSOR. The CONTRACTOR shall coordinate design and traffic control issues with the WSOR. CONTRACTOR shall fill out all permits, memos, reports needed from WSOR & DOT, Bureau of Rails & Harbors. Contractor shall prepare reports or petitions, testimony needed for Office of Commissioner of Railroads.

- (2) Utility Negotiations/Agreements

The CONTRACTOR shall follow the procedures of the DOT's Guide to Utility Coordination for non TRANS 220 projects.

The CONTRACTOR shall complete a detailed review and a summary report outlining the impact that the proposed plan has on the existing utilities.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

(a) The CONTRACTOR shall conduct informational meetings to acquaint the public with the concepts and probable impacts of this PROJECT.

(b) The CONTRACTOR shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.

(c) The CONTRACTOR shall prepare a summary report after the public information meetings.

(d) The CONTRACTOR shall consult with the CITY after the public informational meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

(e) The CONTRACTOR shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the CITY'S use. The CONTRACTOR shall notify all adjacent and affected property owners. Mailing labels will be provided by the CITY.

(f) The CONTRACTOR shall provide the CITY with copies of all public involvement correspondence and file notes.

(g) The CONTRACTOR shall coordinate meeting schedules with the CITY'S representative.

(2) Formal Public Hearing:

Not Used

(3) Open Forum Public Hearing:

Not Used

F. MEETINGS

(1) The CONTRACTOR shall hold an Operational Planning meeting to discuss the organization and processing of the Services under this CONTRACT.

(2) A meeting shall be held with local officials approximately two weeks prior to the Public Informational Meeting.

(3) A meeting shall be held with the CITY'S staff approximately two weeks ahead of the local officials' meeting for the purpose of reviewing exhibits, handouts and presentations.

(4) Monthly meetings shall be held to plan, review, and coordinate the PROJECT with the CITY staff throughout the project timeline. CONTRACTOR shall anticipate up to submittal of PS&E's for budgeting meetings.

(5) Up to 5 meetings shall be held to present plans to various CITY boards, commissions, neighborhood associations, and other interested individuals.

(6) The CONTRACTOR shall conduct up to 5 coordination meeting(s) with DOA, utilities and Monona Terrace facilities staff having facilities on the PROJECT.

(7) One Final Plan Review Meetings with the CITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal dates.

(8) The CONTRACTOR shall attend and run/manage two pre-construction conferences, one as scheduled by the CITY for the construction contractor, and one for affected business owners and residents along the project.

G. LOCATING

(1) CONTRACTOR shall call in a Diggers Hotline request for utility locates for purposes of survey data collection and coverage via mapping during plan preparation.

H. SURVEYS

(1) The limits of any required survey data collection are generally expected to be limited to portions of CITY and DOT right-of-way within the limits of the Monona Terrace Facility, plus an additional 500-ft from each end as measured along John Nolen Dr, as outlined in section 2 of the contract, Scope of Services of the attached map.

(2) Surveys shall be tied into control established by the CITY.

I. SOILS AND SUBSURFACE INVESTIGATIONS

Not Used

J. ROAD PLANS

Not Used

K. SPECIAL REQUIREMENTS FOR DESIGN

(1) TRAFFIC CONTROL. The CONTRACTOR shall prepare a traffic control plan that maintains at least two lanes of traffic in each direction through the construction zone and provides turn lanes where possible at adjacent intersections. Existing pedestrians, bicyclists and transit facilities shall not be impeded.

(2) ELECTRICAL SCHEMATICS. Due to the nature of the installation, electrical drawings to show the connection from internal controls to individual fixtures feed via lighting circuits shall be developed.

L. STRUCTURAL SUPPORTS EVALUATION

(1) Lighting system requirements as determined by the Design Study shall be evaluated relative to the existing supports within the Monona Terrace tunnel. The condition of supports, along with their capacity for change in loading due to modification.

a. An assessment of the existing supports ability to accommodate revised lighting shall be completed based on available structural informational.

b. A review of conditions in the field shall be completed to evaluate the condition of structural elements in the field. City of Madison Traffic Engineering staff can assist with elements of this review.

c. A portion of the Design Study shall include findings and recommended modifications, if any, to the existing lighting system supports, or if further investigation is needed.

(2) Structural Supports Revision Plan, **if authorized** – Plans may be developed to show any proposed modification to the lighting support system, or changes to its connection to the Monona Terrace structure.

- a. Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.
- b. When the plans for structural modifications have been completed, the CONTRACTOR shall furnish the CITY with plans for review and examination. The CONTRACTOR shall also provide plans to DOA.
- c. The CONTRACTOR shall submit for review and examination all specifications for items of work in the Structure Plans which are not covered by the MANUAL and such amendments to or revision of the MANUAL as may be required to properly cover the work contemplated by the plans.
- d. Plans will be subject to review and examination by the CITY and DOA. Such review and examination may be made on the site of the PROJECT.
- e. Along with the plan for structures the CONTRACTOR shall submit one copy or reproduction of the design computations for the DOA's review and permanent file.
- f. The CONTRACTOR shall furnish such other pertinent information and data with respect to the plans and design as the CITY or DOA may request.

(3) The CONTRACTOR shall check the shop drawings for the fabrication of revised structural supports, if necessary.

M. PLATS

Not Used

N. ELECTRONIC DATA SUBMITTAL.

The CONTRACTOR shall submit all computer aided design (CAD) files to the CITY. AutoCAD / Civil 3D is the preferred design software.

Design files shall be submitted in Wisconsin County Coordinate System space (US Survey Feet). Level schematics will be provided by the CITY at the CONTRACTOR'S request.

The CONTRACTOR shall submit LandXML files of all alignments, profiles and surfaces, and cross sections or the CONTRACTOR may submit Civil3D data containing the corridor(s), corridor surface(s) and all associated data. If submitting Civil3D data, the corridor(s) shall be complete and sufficient for use in construction stake-out without errors or busts.

O. TRAFFIC

(1) The CITY will provide traffic related information to include counts and projections. The CONTRACTOR shall provide a Synchro (v10) traffic model for all planned project traffic control stages. Synchro model coverage shall extend from the John Nolen Dr. intersection with North Shore to its intersection with Wilson/Williamson/Blair.

P. SERVICES PROVIDED BY THE CITY

The CITY will provide to the CONTRACTOR the following for the PROJECT:

1. As-built plans and municipal utility plans as available.
2. Traffic counts and projections per section O.
3. Air photography to be used as a reference only.
4. City Official Map as available
5. Names of adjacent property owners.
6. List of known utilities and contacts.
7. Data available for use in preparation of the plans
8. Mailing lists and labels of property owners
9. Street lighting Design.
10. Existing utility (water and sanitary) system maps.
11. Computation of special assessments.

- 12. Cost sharing categories.
- 13. Title Searches.

Q. TIMING OF SUBMITTALS

- 1. The CONTRACTOR shall submit the Final PS&E to the CITY for approval prior to submitting the Final PS&E to DOA.
- 2. The CONTRACTOR shall provide a Project Schedule to the CITY within thirty (30) days of Notice to Proceed. The CONTRACTOR shall provide an update of this schedule on a monthly basis.

R. PROSECUTION AND PROGRESS

- (1) The CONTRACTOR proposes to sublet services to
 - (a)
 - (b)
 - (c)

(2) The following items of work will be completed and submitted to the CITY by the indicated dates, if CONTRACTOR has received the Notice to Proceed by May 2021.

<u>TASK</u>	<u>DATE</u>
Design Study	<u>June 2021</u>
Opinion of Cost	<u>July 2021</u>
Final PS&E (incls Structural Plans, if authorized)	<u>September 2021</u>
Construction	<u>Spring 2022</u>

S. CITY REVIEW OF PLANS AND SPECIFICATIONS

(1) 30% Review

The CONTRACTOR shall provide the CITY plans at 30% completion for review. The CITY shall provide written review comments to the CONTRACTOR within 30 calendar days.

(2) 60% Review

The CONTRACTOR shall provide the CITY plans at 60% completion for review. The CITY shall provide written review comments to the CONTRACTOR within 30 calendar days.

(3) 90% Review

The CONTRACTOR shall provide the CITY pre-final plans for review. The CITY shall provide written comments to the CONTRACTOR within 30 calendar days. The CONTRACTOR shall provide a written response to each of the comments the CITY provides. The CONTRACTOR shall meet with the CITY to discuss the comments prior to submitting the final plans for bidding. The CONTRACTOR shall provide revised drawings for the CITY to review prior to submittal to DOA.

3.5 Schedule for Design Services.

The City of Madison wishes to complete the design and bidding of this project in 2020-2021. Construction would begin the spring of 2022. The current Project Schedule is shown below. It is understood that, in final discussion with the selected CONTRACTOR, dates may be modified for delays which are beyond the control of either party. A notice to proceed is expected to be provided in December 2020.

RFP Notice	Nov 2, 2020
RFP Questions Due	Nov 20, 2020
RFP Question Response	Nov 27, 2020
Receive Proposals	Dec 18, 2020
Council Approval	Feb, 2021

4 Required Information and Content of Proposals

4.1 General Organization and Information Required

Consultants are encouraged to keep proposals short and to the point, and to observe any specific page limitations stated below. No specific format is required, but it is best if it corresponds generally to the items of information requested below. Please provide both a hardcopy and PDF version of proposal.

4.2 Specific Qualification Information Required in Proposals

1. List the size of your staff engaged in this type of design service. Include professional engineers engaged in roadway lighting design, roadway design, architects, technicians, and clerical assistants. If yours is a branch office, include only those personnel that work in your office. If work is taking place out of more than one office, list the size of the staff for each office individually. Also include information for sub-consultants, if applicable.
2. State the professional registration, education, and general experience of staff personnel that would be assigned to this work. Indicate what role the various

staff will have in the project. A flow chart can be helpful. Also include information for sub-consultants, if applicable.

3. List a maximum of 5 similar projects the Project Engineer for this project has completed recently and similar projects managed by the office working on this project that have been completed in the last 10 years. Include those that may include unique lighting applications and/or other transportation modes. List the design year, project engineer, client contact person, and telephone number for each.
4. What experience do you have working with multiple governmental agencies, and other stakeholders in developing plans for the tunnel lighting for a major corridor, and how would you propose to do it here? (Limit the response to this question to one page)
5. What methods would you use in approaching this project. What unique design issues are involved in the project and how will the consultant deal with these special design issues. (Limit the response to this question to two pages)

4.3 Required Content of Proposals

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Vendor Profile Information
4. Form D – Pricing (**please send in separate file**)
5. Form E – References
6. Form F – Bidder Qualifications and Experience Questionnaire



Form A: Signature Affidavit

**RFP #: 8974-0-2020-BG Monona Terrace Tunnel
Lighting Design**

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8974-0-2020-BG Monona Terrace Tunnel Lighting Design

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Exhibit A: Project Location Map	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 8974-0-2020-BG Monona Terrace Tunnel Lighting Design

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

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

ORDERS/BILLING CONTACT

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

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

LOCAL VENDOR STATUS

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

CHECK ONLY ONE:

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



Form D: Cost Proposal

RFP #: 8974-0-2020-BG Monona Terrace Tunnel Lighting Design

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Preliminary Design, Environmental Documentation	\$ _____
Final Design, including PS&E Roadway Plans	\$ _____
Structural Design modifications, if authorized	\$ _____
Additionally Identified "If-Authorized" Items	\$ _____
Total Not-to-Exceed Cost	\$ _____

COMPANY NAME



Form E: References

RFP #: 8974-0-2020-BG Monona Terrace Tunnel Lighting Design

This form must be returned with your response.

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

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

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

COMPANY NAME



Form E: References

**RFP #: 8974-0-2020-BG Monona Terrace Tunnel
Lighting Design**

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

COMPANY NAME

City of Madison, WI
RFP no. 8974-0-2020-BG
Monona Terrace Tunnel Lighting Design
Project Location Map

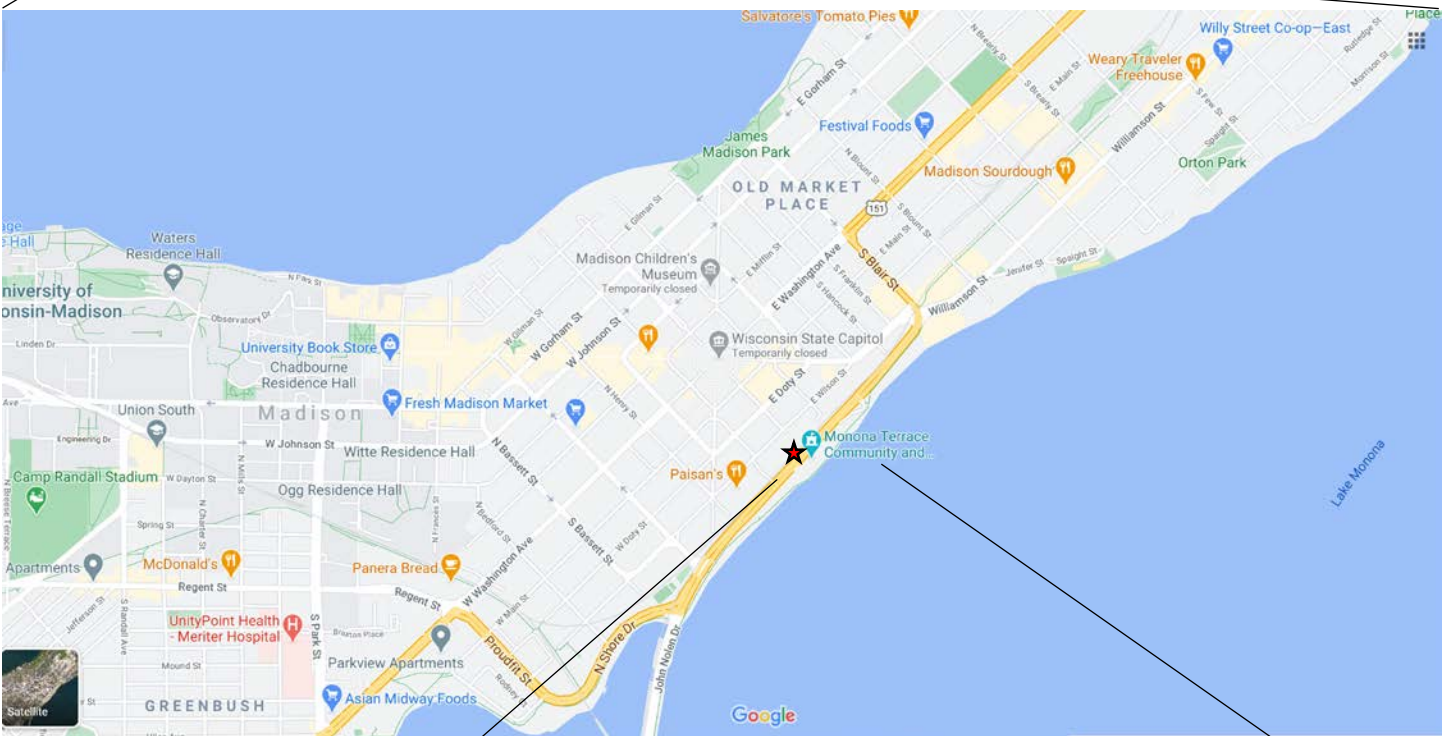
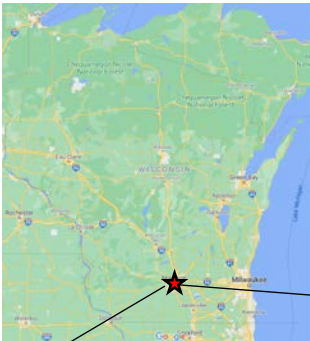


Exhibit A

