



PARKS, RECREATION & FACILITIES MANAGEMENT

"...meeting community needs...enhancing quality of life."

Facilities & Grounds
1819 E. Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5514 Fax (920) 993-3103
www.appleton.org

CITY OF APPLETON REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR VALLEY TRANSIT WHITMAN AVE FACILITY CONDITION ASSESSMENT AND MASTER PLAN

Appleton, Wisconsin

Project Manager: Steven Schrage

CLOSING DATE FOR PROPOSALS: July 10th, 2020 2:00 PM CST

Proposals must be received at the City of Appleton, 1819 E. Witzke Blvd. Appleton, Wisconsin 54911, on or before the closing date and time indicated above.

Please send the proposal to the attention of: **Steve Schrage**

In general the services consists of the following:

The City of Appleton Parks, Recreation and Facilities Management is requesting proposals from professional engineering firms to perform a condition analysis and create a facility master plan for the Valley Transit Whitman Ave Facility all in accordance with all Federal Transit Administration Guidelines. This master plan will be the basis used to obtain federal funding for a future facility renovation project.

Project Contact:

Steve Schrage–Project Manager

1819 E. Witzke Blvd.

Appleton, Wisconsin 54911

Phone: 920-832-5972

E-Mail: Steven.Schrage@appleton.org

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GENERAL INFORMATION

General Information and Requirements

1. In accordance with WI Statutes, all proposals received, and all materials contained therein, once opened are public record, and subject to disclosure to any person, organization, or firm, including other firms responding to this Request for Proposals.
2. The City of Appleton reserves the right to accept or reject any or all proposals, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City of Appleton. In all instances, the City of Appleton's decision shall be final.
3. The City of Appleton reserves the right to reject any or all items in the proposal, if in its judgment the item does not meet the needs of the City of Appleton, or for any reason it deems suitable.
4. Prospective firms hereby warrant by virtue of submission of proposals that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected firm.
5. This project will follow all Federal Transit Administration rules and regulations. Consultant will need to be familiar with these rules and regulations before proposing.
6. Disadvantaged Business Enterprise:
 - a. The Valley Transit/City of Appleton has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of Valley Transit/City of Appleton to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.
 - b. There is no contract goal established for this agreement. If a proposer is certified with the State of Wisconsin as a DBE vendor, please indicate DBE certification within the submitted proposal.
7. Protest Procedure:
 - a. Applicability - These protest procedures apply to all Valley Transit/City of Appleton formal competitive procurements (RFPs, RFQs and IFBs), unless different procedures are included in the procurement documents. Procurements that intend to utilize the protest procedures set forth herein should include a reference to these procedures. As used in this section, an "interested party" is any person or entity that has timely submitted a bid or proposal in response to a formal procurement. Protests may only be filed by an interested party.
 - b. Guidelines for Protests
 - i. Strict compliance - Strict compliance with the protest procedures is required. No statement by Valley Transit/City of Appleton employees, officers, or agents will modify or otherwise alter the protest procedures. Only City of Appleton/Valley Transit's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

Exhaustion of Remedies Required Prior to Pursuing Protest with Federal Funding Agency or any legal action in any court or tribunal. The Federal Transit Administration's role is limited to considering matters that are primarily a Federal concern. The protest procedures are intended to constitute administrative remedies that must be exhausted prior to an interested party commencing any legal action or requesting review by any applicable federal funding agency.
 - ii. Deadline - Protests must be filed promptly after the basis for the protest is known, but no later than:
 1. Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.

2. Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of written evaluation correspondence sent by the Project Manager to the Provider.
 3. Protest relating to the award must be submitted in writing no later than five (5) working days from the date of the award.
 4. Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the Project Manager.
 5. Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.
- iii. Contents of Protest - Protests must clearly identify the interested party and the procurement involved in the protest. Protests must completely and succinctly state each and every ground for protest in detail, its legal authority for each protest allegation, and the factual basis for such protest. The protest must include all factual and legal documentation in sufficient detail to establish the merits of the protest. Items that are not included in a protest shall be deemed waived and uncontested.
 - iv. Filing of Protest - Protests must be delivered to Valley Transit offices during normal business hours (but in no event later than 5:00 p.m.) on or before the applicable deadline. Protests must be directed to the attention of the General Manager of Valley Transit.
 - v. Resolution - Protests will be decided on the basis of written submissions and any other fact finding determined necessary or appropriate by the City of Appleton/Valley Transit. The City of Appleton/Valley Transit may establish a protest evaluation team, and may consult with its legal counsel.
 - vi. Project Manager Response - Upon receipt of a written protest, the Project Manager will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The Project Manager will respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.
8. The funding of this service is contingent upon federal, state, and local funding sources. The successful Contractor shall be responsible for complying with all applicable laws and regulations governing the services described in this document. Funding for this project will include Federal Transit Administration, State of Wisconsin, and local funding. Specific Federal requirements are outlined in Appendix 1.

Submission of Proposals

1. The Proposals shall be mailed or delivered to Project Manager on or before the deadline indicated above. (see contact information on page 1)
2. Proposal shall be on company letterhead and signed by an authorized representative of the company.
3. Firms will submit their proposal along with their fee structure document for performing the required services outlined in this Request for Proposals. The fee structure will be in a separate sealed envelope marked "Fee Structure." Packages containing the proposal and any related materials shall be plainly marked on the outside in the following manner: "*Valley Transit Whitman Ave Facility Condition Assessment and Master Plan*".
4. Proposals will include 5 hard copies of the presentation/proposal **and** a Flash Drive with the presentation/proposal on it in PDF/Word format.

5. The City of Appleton will not be liable for any costs incidental for the preparation of the Request for Proposals.

Evaluation of the Proposals

The proposals shall be evaluated on the basis of price, prior history of service, and capability from all firms deemed qualified. The City of Appleton shall evaluate and analyze all, and select the proposal that, in the City of Appleton's sole and final judgment, represents the best fiscal and overall solution for the City of Appleton. The City of Appleton reserves the right to seek clarification from prospective firms on any issue in their proposal, or take any other action it feels necessary to properly evaluate the proposals and construct a solution that is in the City of Appleton's best interest.

The City of Appleton may choose to interview the top two candidates, and make the final decision based off the interview, ensuring the City of Appleton will receive the best overall outcome for the project.

Specific Information and Requirements

There is a Pre-Proposal meeting on June 25th, 2020 @ 9:00am CST at the 801 S. Whitman Ave, Appleton WI, 54914. Consultants intending to submit formal proposals, and who have any questions on the proposed project should email their questions to Steven Schrage, Project Manager. Written responses to the questions will be provided to all Consultants prior to the deadline for submittal of proposals.

BACKGROUND AND DESCRIPTION OF PROJECT

It is the intent of the City of Appleton Parks Recreation and Facilities Management Department (PRFMD) to select a consultant to perform a condition analysis and create a facility master plan for the Valley Transit Whitman Ave Facility all in accordance with all Federal Transit Administration Guidelines. This master plan will be the basis used to obtain federal funding for a future facility renovation project.

The Valley Transit Whitman Ave Facility was constructed in 1982 and is largely the same as it was in 1982. The facility is approximately 41,000 sqft. Which includes an office area, bus maintenance shop, locker rooms, bus parking area, and a carwash. Valley Transit are looking to add extra sqft to the office area as part of this study. The facility is currently having issues with the plumbing waste lines and is also cosmetically in need of updating. The study will include, but is not limited to structural, mechanical, and architectural building components.

The project will also include a complete review of all mechanicals that support the facility. Following the review, recommendations will be made in a detailed report. This will ensure the project needs are met along with capturing any energy efficiency opportunities.

SCOPE OF WORK

- 1) Phase 1 – Evaluate the current facility and assemble a condition analysis report.
- 2) Phase 2 – Create a facility master plan to address current and future needs.
- 3) Phase 3 – Create a preliminary concept drawing based off of the completed master plan.

Phase 1 - Evaluate current Valley Transit Facility and assess their current and future needs.

The analysis will consist of a formal report that addresses and makes recommendations on the following items:

- 1) Identify current facility conditions and deficiencies
 - a) Age of facility, current storage, current office space, mechanical issues, structural issues, size (sq. ft.), equipment stored, and code compliance.
 - b) Evaluate the extent, use, and condition of the existing facility. Establish the relative priority of Valley Transit's various facility needs.

- 2) Current and future facility space needs
 - a) The Consultant shall conduct interviews with designated City representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.
 - b) Consultant shall provide building programming to:
 - i) Identify the nature of work performed in or function of each workspace.
 - ii) Identify the physical proximity needs for equipment stored.
 - iii) Identify security and safety issues or concerns with future changes to the facility and outdoor storage areas, and ways they can be addressed.
 - iv) Assess whether the particular space is currently adequate given the nature of the work performed therein.
 - v) Assess whether the particular space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work.
 - vi) Assess each facility's exterior features that support the facility on its site, entry access, on-site storage, and vehicle accommodations.
 - vii) Assess interior and exterior parking capacity.
- 3) Formal Report to include but not limited to:
 - a) Assessment of Valley Transit facility needs and requirements.
 - b) Assessment as to whether current spaces are functioning in order to undertake the work of Valley Transit efficiently and effectively
 - c) Identification of any efficiency and cost-effective layout alterations that may provide more space to possibly defer additional construction activity.
 - d) Desired support areas and amenities.
 - e) Site security and safety needs.
 - f) Identify shared space potential, storage, energy reductions, establish the relative priority of Valley Transit's various facility future needs.
 - g) Provide recommendations that are adaptable and flexible to allow future changes as the need arises.
 - h) Prioritize sustainability by providing recommendations that minimize energy use, focus on maintenance, reduce operating costs, and maximize the facilities life expectancy, and optimize space utilization and rates of use by providing space management techniques
 - i) Incorporate strategies to improve overall efficiency and reduce maintenance, operating, and capital costs.

Phase 2 – Create Valley Transit Facility Master Plan

The Master plan will consist of a formal report that addresses and makes recommendations on the following items:

- 1) Facilitate a process to gain consensus among all involved on a preferred master plan strategy or group of strategies.
- 2) Using information developed in Phase 1, provide a master plan which takes into consideration the Valley Transits anticipated future needs for space and facility needs.
- 3) Develop a sequence of events establishing the necessary stages of design and construction for the preferred strategy implementation taking into consideration the need to maintain services and operations throughout implementation.
- 4) Final documents shall include, but are not limited to:
 - a) Master Plan strategies;
 - b) Preliminary project budgets;
 - c) Preliminary project schedule for construction activities.
 - d) Drawing depicting existing conditions and proposed conditions.
 - e) Master Plan to include sufficient information to support their adoption and implementation. As a whole, recommendations provided in this plan should provide adequate depth and structure that they can be used for pursuing future federal funding.

Phase 3 – Create Preliminary Concept Drawing for the Facility Remodeling

The Concept plans will consist of a conceptual drawing and supplementary report that addresses and makes recommendations on the following items:

- 1) Based off results of Phase 1 and Phase 2, provide recommendations for the recommended facility renovations. This will include several different options for implementation.
- 2) City staff will review the prepared options and chose one or a combination of one or more options.
- 3) The consultant will incorporate the staff comments and create a preliminary concept drawing that will be used for future technical design and construction documents.
- 4) Consultant do develop a probable cost estimate based off the concept drawing.

General Considerations:

- 1) Environmentally sensitive development. Consideration of environmentally sensitive land development designs for municipal projects, including green infrastructure and low impact development, which shall be designed, installed, and maintained to comply with a water quality requirement under this permit.

PROPOSAL REQUIREMENTS

Each proposal will include six (6) sections. Each section is laid out below with the expectations clearly defined for each section. Each section also has a percentage identified, that percentage is the weighting value added to the final score for each section as determined by the selection committee.

1) Executive Summary and Introductory Letter (5%)

a) Executive Summary

- I. This summary will be limited to three pages. Fees must not be included in this letter or in any portion of the submittal except on the “Fee Structure Spreadsheet”.
- II. Executive Summary defines proposal elements in less than two (2) pages.

b) Introductory Letter

This letter shall stipulate the following:

- 1) All terms and conditions outlined in the Request for Proposals are acceptable to the Consultant, or if not, clearly define those elements and reasons for the objection.
- 2) Person(s) authorized to represent the Consultant during the evaluation process, any negotiations, and signing of agreements that may result.
- 3) Any additional items that the Consultant believes should be added to the project.
- 4) The RFP cover sheet has been signed and returned

c) Misc.

- I. The proposal is not more than 40 pages in length and sections are bound separately
- II. Are there objections or omissions?

2) Description of Firm (15%)

This relates to the Consultant’s firm and any sub-consultants. All sub-consultants and their respective roles, qualifications, and experience must be clearly identified. This section will provide a basis for judging how well the Consultant’s qualifications and experience relate to this specific project. Consultant firm profiles may be included. Elements that will be evaluated are:

- a) Background & Stability of the Consultant firm. (Length of time in business, ownership, affiliations, financials, etc.)
- b) Relevant projects the Consulting firm has completed. **Please only provide examples of projects that the project team members have worked on.** (Provide references)

- c) Background of any sub-consulting firm(s) used on this project and an explanation of prior relationships with the consultant.
- d) Relevant projects the sub-consulting firm(s) has completed. (Provide references)
- e) Firm has FTA project experience listed as part of their listed projects and references.
- f) Please describe how the Consulting Firm(s) handles conflicts, errors, and/or missing information in the project drawings and project specifications.
- g) Please describe the Consulting Firm's quality assurance/quality control (QA/QC) policies and procedures designed to minimize or eliminate errors, omissions and/or missing information.
- h) Available resources from the firm.

3) **Project Team (35%)**

This criterion relates to the project principal, project manager, key staff, and sub consultant staff. This section will provide a basis for judging how well the project team's qualifications, experience with similar projects, and time allocation relate to this specific project. Individual resumes must be included. Proposed hours for each project team member must be identified in this section. Elements that will be evaluated are:

- a) Number of people and hours assigned to this project with information to be provided in a spreadsheet format that clearly identifies staff and hours.
- b) The Lead Engineer/Architect for each discipline (i.e. - engineer/architect with the most billable project time) shall have a **minimum of five (5) years of experience** with comparable projects. Please provide references and examples.
- c) Provide examples showing a history of successful projects that the **proposed project team has completed together** and what was the keys to the overall success?
- d) Extent of principal and project manager involvement. Meeting with the Project Team as often as necessary to meet objectives and additional meetings, as consultant believes necessary to enhance this project.
- e) Key project team members on similar projects and unique qualifications that make them a valuable resource on this specific project, including experience with other design teams and consulting firms.
- f) Project team members are experienced with FTA projects and/or facility improvement projects.
- g) Key project team member roles during this project.
- h) Does the project team cover all phases of this project?
- i) Project Manager's technical and managerial experience with projects of similar scope and nature.
- j) Provide examples of the Firms Responsiveness capabilities.

4) **Project Understanding (35%)**

A discussion of the approach the Consultant will use to complete the project. The proposal shall include a clear and concise understanding of the project, the work to be completed, and the coordination required based on existing information. Elements that will be evaluated are:

- a) Detailed description of Firm approach provided for each task demonstrating project understanding and needs.
- b) Clear and concise explanation of specific tasks and associated schedule that provides quantifiable deliverables.
- c) Defines issues to be resolved in the course of the project.
- d) Incorporates coordination and involvement of City staff within key elements.
- e) Description of project quality control that will meet the City of Appleton's needs and meet budget parameters.
- f) Key project meetings identified with staff to ensure that a high quality project will be delivered.
- g) Recognition of elements with project not identified in this proposal the City of Appleton may wish to consider.
- h) Include value-added services or creativity to proposal elements and/or incorporate new desirable elements not originally identified.
- i) Firm makes clear their ability to effectively meet scope of work.

5) **Project Schedule (10%)**

This relates to the Consultant’s time requirements to complete those tasks identified. Elements that will be evaluated include:

- a) Time required to complete tasks (duration).
- b) Inter-relations between tasks (dependencies).
- c) Key events during the project (milestones).
- d) Critical input points from the City of Appleton.
- e) Ability to meet the overall schedule.

6) Additional Information

The Consultant may submit any information they believe relevant that does not fit within the body of the proposal. This may include brochures, company information, supplemental resumes, additional project descriptions, and any other information the consultant believes is useful. This additional submittal will be used by the Project Team as they see fit and may not have a significant bearing on the selection process.

FEE INFORMATION

Proposed consultant fees for this project must be submitted in a spreadsheet format in a sealed envelope marked “**Fee Structure – Do Not Open.**” The fee structure relates to the total estimated fee for this project as described by the consultant in Section Proposal Requirements – Project Understanding and Project Schedule. Proposed resources for each task must be identified, including hours and wage rates for consultants and sub consultants. The Consultant must identify work the Consultant will not provide and must be provided by the City of Appleton. Elements that will be evaluated include:

- 1. Availability of resources from the consultant and sub consultant(s) for the project.
- 2. Estimated hours and fees to complete individual work elements.
- 3. Total fee for the project, based on hourly rates including a not-to-exceed cap. Note that your fee is to complete a scope of work as outlined in the RFP. If the A/E underestimates the amount of effort required to complete the work, they will not receive extra compensation. The A/E is expected to design to the City of Appleton’s project budget and to complete thorough cost estimating. If the bids exceed the project budget the A/E will complete re-design and bidding at no additional cost to the owner to meet the project budget. In addition, 10% retainage will occur in A/E fee’s until the project is closed out.
- 4. List of tasks not performed by consultant or sub consultant(s) for project that must be performed by the City.
- 5. Identify firm’s reimbursable expenses and detailed costs of expenses.

FINAL AGREEMENT FORMAT

The City Attorney will review the consultant standard consulting agreement. Modifications to that agreement may be required at the City Attorney’s discretion.

EVALUATION PROCESS

A committee of City of Appleton/Valley Transit staff (Selection Committee) will evaluate proposals. The proposals will be evaluated and ranked based on the information submitted in the proposals according to the evaluation criteria. The City of Appleton is intending to identify a Consultant with the following attributes:

- 1. Qualified and experienced team members who have designed and successfully constructed similar types of FTA facility renovation projects.
- 2. A demonstrated ability to provide a variety of functional and energy efficient designs through creative use of available space, resources and project team input.
- 3. A demonstrated ability to work municipalities on similar type projects.
- 4. A demonstrated ability to assemble a comprehensive and well-coordinated set of project documents.

5. A demonstrated ability to effectively coordinate and complete all tasks described above.
6. A demonstrated ability to produce accurate cost estimates and effective cost control.
7. A demonstrated ability to provide effective and timely administration of project deliverables.
8. A demonstrated ability to provide effective design cost control.

Project fees will be evaluated separately after ratings of the proposals are completed. Weighing of the project fee will be subjective; however, lowest cost does not assure selection. The City of Appleton reserves the right to select any Consultant it believes to be in its best interest and to negotiate fees or to reject any or all proposals at its sole discretion. The proposals will require an estimated ten (10-15) working days for evaluation.

The Selection Committee may request that consultant firms schedule trips for the Selection Committee to view relevant projects. If the Selection Committee deems interviews are required, they will be held approximately twenty (20) working days after the proposals are received. The Selection Committee will make a recommendation to the Finance Committee, who will recommend the award of the contract to the Common Council. Final selection is subject to approval of the Common Council. These officials have the right to terminate the project or to change the contract or budget, subject to subsequent agreement by the proposed Consultant.

The City of Appleton will not be liable for any costs incidental to the preparation of the Request for Proposals, presentations, or interviews relating to the selection process.

Public Information

Proposals will be treated as proprietary and confidential from the time of receipt and throughout the review process; however, the Consultant shall understand that all submitted proposals become the property of the City of Appleton and information included therein or attached thereto shall become public record pursuant to Wisconsin Statute after recommendation for endorsement of contract is made. Any specific portions of the proposal which the Consultant desires to remain confidential due to legitimate “proprietary information” or “trade secret” must be clearly labeled as such upon submittal. The City of Appleton will be the final authority as to whether the information qualifies as confidential. In the event the City judges the information to be non-confidential, the Consultant will be notified and given the opportunity to change the designation or withdraw the proposal prior to evaluation.

TIMETABLE

- Issue RFP – 6/15/2020
- Proposals Due – 7/10/2020, 2:00 PM CST
- Evaluation – 7/13/2020
- Oral Interviews (If needed) – 7/15/2020
- Finance Committee Approval – 7/20/2020
- Award – 8/6/2020
- Project Completion – Substantial Completion reached at **TBD**

GENERAL CONDITIONS AND REQUIREMENTS

These General Conditions and Requirements are applicable to all Divisions and Sections of the work included herein and the Consultant must abide by the requirements set forth.

Indemnification Clause

Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from against any and all liability, loss, damage expense, costs (including attorney fees arising out of this agreement), caused in whole or in part by provider or anyone for whose acts any of them may be liable, except where caused by sole negligence or willful misconduct of the City.

Safety

Consultant shall be responsible for all OSHA safety requirements. Failure of the Consultant to follow OSHA requirements may result in stop of work order from the City until the violation is corrected, or termination of the Contract, at the City’s option. Consultant shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.

INSURANCE

Provider shall furnish required certificate of insurance specified below for small exposure work, and is attached to this document. The certificate shall name the CITY; its officers and employees, as additional insured.

**CITY OF APPLETON INSURANCE REQUIREMENTS
“PROFESSIONAL SERVICES”**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage insurance and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. Proof of the required insurance must be submitted to the applicable City of Appleton department before the contract or purchase order is considered for approval by the City of Appleton. All insurance must be in full force and effect prior to commencing work and must remain in full force and effect for the longer of the following: (a) until the entire job is completed, (b) for the length of time that is specified in the contract, or (c) as listed below.

1. PROFESSIONAL LIABILITY

- A. Liability limits:
 - (1) \$1,000,000 - Each claim, and
 - (2) \$1,000,000 - Annual aggregate.
- B. Must continue coverage for two (2) years after final acceptance of service/job.

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability limits:
 - (1) \$1,000,000 - Each occurrence limit,
 - (2) \$1,000,000 - Personal Liability and Advertising Injury,
 - (3) \$2,000,000 - General aggregate, and
 - (4) \$2,000,000 - Products-Completed Operations aggregate, which must be carried for two (2) years after the acceptance of the completed work.
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations liability,
 - (2) Contractual liability,
 - (3) Personal Injury,
 - (4) Explosion, Collapse and Underground coverage, and
 - (5) The general aggregate must apply separately to this project/location.

3. BUSINESS AUTOMOBILE LIABILITY

- A. Liability limits:

- (1) \$1,000,000 - Combined single limit for Bodily Injury and Property Damage for each accident.
 - B. Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned and hired automobile liability.
4. **WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY** – If required by Wisconsin State Statute or any workers’ compensation statute of a different State.
- A. Liability limits:
 - (1) \$100,000 - Each accident,
 - (2) \$500,000 - Disease Policy limit, and
 - (3) \$100,000 - Disease, for each employee.
5. **UMBRELLA LIABILITY** – If exposure exists, provide coverage at least as broad as the underlying General Liability, Business Automatable Liability, Workers’ Compensation and Employer’s Liability, with a minimum limit of \$5,000,000 for each occurrence and \$5,000,000 aggregate, and a maximum self-insured retention of \$10,000.
6. **ADDITIONAL REQUIREMENTS**
- A. Primary and Non-Contributory Requirement – All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.
 - B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
 - C. Additional Insured Requirements – The following must be named as additional insured on all Liability Policies for liability arising out of project work: “City of Appleton, and its officers, council members, agents, employees and authorized volunteers.” On the Commercial General Liability Policy, the additional insured coverage must be on ISO Form CG 20 10 07 04 and also include Products–Completed Operations equivalent to ISO Form CG 20 37 07 04 or their equivalents for a minimum of two (2) years after acceptance of work. This does not apply to Workers Compensation Policies.
 - D. Certificates of Insurance – Certificates of Insurance must be acceptable to the City of Appleton and must be submitted prior to commencement of the work to the applicable department. In addition, ISO Form CG 20 10 07 04, for ongoing work exposure, and ISO Form CG 20 37 07 04, for products-completed operations exposure, or their equivalents, must be provided to the City. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City.

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

The following clauses will be attached to the awarded proposer’s contract.

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see http://www.fta.dot.gov/funding/apply/grants_financing_3162.html) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity,"

as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 1.18 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by Valley Transit and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.]

e. The contractor must promptly notify Valley Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Valley Transit.

Incorporation of FTA Terms

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever City of Appleton/Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City of Appleton/Valley Transit may terminate this contract for default. City of Appleton/Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Appleton/Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Energy Conservation

42 U.S.C. 6321 et seq.
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ATTACHEMNTS

Building Interior layout

