

Request for Qualifications
City of Fitchburg, Wisconsin
Catalytic Project –
No Increase in Post Development Run-off Volume
August 26, 2011

Introduction

This Request for Qualifications (RFQ) is being issued by the City of Fitchburg for the purpose of securing a qualified engineering firm to conduct research, create and implement stormwater analysis guidelines and templates for cities and developers to meet the Capital Area Regional Planning Commission (CARPC) requirement of 100 percent volume control (stay-on) of post development runoff, as compared to pre-development runoff, for the one and five-year average rainfall period, within various density developments. The guidelines and templates will be made available for use in the McGaw Park Neighborhood.

Background

The McGaw Park Neighborhood Plan is a resource-based plan, produced with significant public interaction, and was adopted as an appendix to the Fitchburg Comprehensive Plan in June 2009 (<http://www.city.fitchburg.wi.us/departments/cityHall/planning/McGawParkNeighborhood.php>). The higher density development proposed in the McGaw Park plan leads to greater impervious surface ratios and correspondingly more stormwater to manage in smaller areas. The plan is based on higher density development at the east end of the neighborhood near a proposed future transit station on an existing rail line. Density declines as it moves west, but then increases once again in its west portion with mixed use and business park development adjacent to an existing business park.

In March 2010, CARPC approved the urban service area expansion to serve the northern portion of this neighborhood, with the requirement to control post development runoff volumes to be equal to or less than pre-development runoff volumes for the one-year average annual rainfall period as well as the five year average rainfall period as defined by WisDNR (http://www.city.fitchburg.wi.us/departments/cityHall/planning/documents/CARPC_ResolutionAdoption.pdf).

To assist developers in meeting this requirement, for various density developments, the City of Fitchburg partnered with CARPC in the grant application to the federal Sustainable Communities Regional Planning Grant Program as a catalytic project in studying different templates for cities and developers to meet the stormwater requirement. CARPC was a recipient of the grant and included \$30,000 in funding for a consultant to study the different templates.

Catalytic Project

The consultant team will work with a local project team made up of experts within the field and key stakeholders. The task of the consultant team would consist of reviewing the stormwater standards agreed to by CARPC and the City of Fitchburg for this area, the McGaw Park Neighborhood Plan, and local and regional conditions and begin working on varied cost-effective strategies to address the stormwater regulations. The consultant team would meet with the local project team, as needed, to gain additional knowledge, address questions, and to discuss the advancements of the project. The consultant team will also conduct modeling analysis of a

hypothetical block (or blocks) of the McGaw Park Neighborhood with a range of development types to assess volume control performance, options and cost.

Various methods should be researched and evaluated to meet the 100% pre-development stay-on standard.

The McGaw Park Neighborhood would be available as a pilot program in implementing the recommended stormwater methods as development proposals are brought forward.

Deliverables

The consultant team will run a strategy session to educate the development community and various site and building plan designers on the different methods of approach identified within the initial report. Based off of that meeting and the comments received from the development community, the modeling analysis may need to be revised accordingly.

The final report will include literature and the different methods of approach with their associated costs, benefits and applicability through the region to use in meeting the volume control standard within various density developments and design templates, along with the modeling analysis.

General RFQ requirements

1. Legal name of the firm and signature of the persons legally authorized to bind the firm to a contract. Please provide phone number, fax number and email address of the person who would be available to answer city inquiries on the response. (Max. 1 page)
2. List the personnel to be involved in the study, their roles and responsibilities, and include a resume of each. (Max. 2 pages per personnel)
3. Methodology addressing the scope of work. (Max. 2 pages)
4. Identify and provide the three most recent examples of similar stormwater analysis projects accomplished, along with name and contact information for references. (Max. 3 pages)
5. Identify current or past City of Fitchburg landowners or developers doing business in Fitchburg that you worked with.
6. Agree to appear at a pre-selection interview at no cost. No reimbursement will occur for preparation costs by the responder or their sub-consultant(s).
7. Proposed project schedule (Project shall be completed within 12 months).

Submission Deadline is September 28, 2011, 1:00 pm local time, with all proposals due to the City of Fitchburg Planning Department, Fitchburg City Hall, 5520 Lacy Road, Fitchburg, WI 53711. Four copies of the proposal response, with one additional copy in PDF on a CD are required. The city prefers that the paper copies be three holed punched, with a cover sheet, and each copy paper clipped. Please do not use a binder.

Disclosure. The City is undertaking this RFQ under funds received from the Capital Region's Sustainable Communities Regional Planning Grant.

<http://www.city.fitchburg.wi.us/departments/cityHall/planning/SCRPGGrant.php>

Consultants should review the Subgrantee Agreement, between CARPC and the City of Fitchburg (see attached).

The City may delay payment to the Consultant until reimbursement is received from CARPC via the U.S. Department of Housing and Urban Development (HUD).

Evaluation Criteria. Submittals shall be reviewed by a selection committee, who will make a recommendation to the Common Council. Presentations and/or interviews of finalists are anticipated. The following criteria will be considered in the selection process:

1. General qualifications of the company and personnel.
2. Experience and past projects in stormwater analysis, especially stormwater volume control.
3. References

Decision to Proceed. The decision to proceed will be based on the City securing a contract with the selected qualified consultant.

Staff Contact:

Thomas D. Hovel
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608 270 4255
thomas.hovel@city.fitchburg.wi.us

SUBGRANTEE AGREEMENT

Subgrantee Agreement dated this 23 day of March, 2011
("Agreement") by and between the Capital Area Regional Planning Commission ("CARPC")
and City of Fitchburg ("Subgrantee").

Recitals

A. CARPC has entered into a 36-month Cooperative Agreement ("Cooperative Agreement"), Instrument Number WIRIP0045-10, effective February 15, 2011, with the U.S. Department of Housing and Urban Development (HUD) to serve as the lead agency of the Capital Region Consortium ("Consortium"), to administer the Capital Region's Sustainable Communities Regional Planning Grant (SCRPG).

B. Subgrantee joined as a member of the Consortium for the purposes of seeking SCRPG funds and furthering the Capital Region's Regional Plan for Sustainable Development (RPSD), as described in the SCRPG Notice of Funding Availability (NOFA), the Capital Region's SCRPG application ("Application") and the Cooperative Agreement.

C. The SCRPG includes funding for "Catalytic Projects" that implement components of the RPSD. One of the Catalytic Projects is the 100 Percent Infiltration (stay-on) of Post Development Run-off (for the one and five-year average rainfall period) for McGawNeighborhood Transit-Oriented Development ("Project"). The Cooperative Agreement includes funding in the amount of thirty thousand dollars (\$30,000.00) for this Project to be administered by Subgrantee, as described in the Application.

D. CARPC and the Subgrantee desire to enter into an Agreement for the performance by Subgrantee of services to administer the Project.

E. The Subgrantee represents that it has sufficient knowledge and experience to perform the services described in this Agreement.

F. CARPC and the Subgrantee intend to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the parties agree as follows:

1. **Subgrantee Services.** The Subgrantee will contract for consultant services described in the attached scope of work, which is marked **Exhibit A** and which is incorporated by reference ("Scope of Work"). The Subgrantee shall ensure that consultants have the complete professional, managerial, or technical responsibility for the validity, accuracy and reliability of the Scope of Work. Prior to executing contracts with consultants, Subgrantee will provide CARPC with a statement of consultant qualifications to CARPC, The statement of qualifications shall include a description of relevant skills, experiences and work

samples. Subgrantee and consultants will cooperate with each other and provide timely information and timely status to the other party regarding their efforts in order to facilitate the success of the Scope of Work. Subgrantee shall assume full responsibility for completion of all activities necessary to the Scope of Work.

2. **Match.** It is a condition precedent that Subcontractee will provide the following matching funds:

Staff and in-kind expenses - \$11,500

3. **Payment.** CARPC shall reimburse Subgrantee for its payments to consultants for services performed under the Scope of Work. Any additional compensation for services commissioned by Subgrantee outside the Scope of Work must be approved in advance by CARPC in writing. Upon receipt of consultant invoice from Subgrantee, CARPC will request funds of an equal amount from HUD. CARPC will pay the Subgrantee within five business days of its receipt of funds from HUD. The Subgrantee is responsible for the cost of any subcontractors, materials, supplies or disbursements necessary for the consultants to perform the Scope of Work.

4. **Term.** This Agreement shall commence upon execution by the parties and, unless terminated as described below, shall continue in full force and effect until satisfactory completion of the Scope of Work has been achieved by the Subgrantee, or by December 31, 2013, whichever occurs sooner.

5. **Flow Down Provisions.** The Terms and Conditions of the Cooperative Agreement, which is incorporated by reference, flow down to Subgrantee. Subgrantee is required to obtain a DUNS number (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than June 15, 2011. To the extent that the Terms and Conditions of the Cooperative Agreement apply to the work of any Subgrantee consultant or subcontractor, the Subgrantee agrees to bind every consultant or subcontractor to all the provisions of the Cooperative Agreement. If there is an irreconcilable conflict between the terms of this Agreement and the Cooperative Agreement, the provision imposing the greater obligation on the Subgrantee shall apply.

6. **Standard of Performance.** Subgrantee shall perform, and shall require its subgrantees to perform, services with care, skill and diligence, in accordance with the applicable professional standards, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Subgrantee shall also comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services.

7. **Consortium Agreement.** Subgrantee will enter into a Consortium Agreement or Memorandum of Understanding with CARPC no later than June 15, 2011 that generally includes Consortium goals, member roles and functions, accountability mechanisms, decision-making protocols, governance structure, joinability, and benefits and expected contributions.

8. **Publications and News Releases.** All deliverables, or any part thereof, and any independent products and special products arising from this Agreement, when published by the Subgrantee or other participants in the work shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the sub-grantee or other person or organization participating in the work of the award, shall, be provided to CARPC for forward to the HUD Government Technical Representative (GTR) for review and comment before the planned release. Whenever possible, these should be provided to CARPC for forward to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under HUD Office of Sustainable Housing and Communities (OSHC) grant programs. Information to be released through Social Media must be provided to CARPC for forward to the GTR for review and comment at least 2 business days before the planned release.

9. **Copyrights.** HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which Sub-grantee or a contractor purchases ownership with award funds.

10. **Limitation on Consultant Payments.** Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Subgrantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

11. **Reporting.**

Subgrantee will submit financial reports documenting expenditures of SCRPG funds and Project match (above) on the following dates:

May 31, 2011
August 31, 2011
November 30, 2011
February 28, 2012
May 31, 2012
August 31, 2012

November 30, 2012
February 28, 2013
May 31, 2013
August 31, 2013
November 30, 2013
February 28, 2014

Subgrantee will submit biannual reports, using a template to be provided by HUD to CARPC and forwarded to Subgrantee, no later than the following dates:

August 31, 2011
February 28, 2012
August 31, 2012
February 28, 2013
August 31, 2013
February 28, 2014

12. Default and Disputes.

The Subgrantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that Subgrantee is in default as described in items 1-5, above, CARPC will give Subgrantee notice of this determination and the corrective or remedial action proposed by HUD. Subgrantee shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by Subgrantee have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Demand repayment of all award amounts.

- 3. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
- 4. Withhold further payments.
- 5. Take any other remedial action legally available.

In the event that HUD takes any of the above corrective and remedial actions, CARPC will apply those actions to Subgrantee as necessary to comply with HUD requirements.

13. **Indemnification.** Subgrantee shall indemnify, defend, and hold harmless CARPC and CARPC's commissioners, employees, agents and insurers, from and against all claims and actions based upon or arising out of the Subgrantee or the Subgrantee's subcontractors performance of the Scope of Work.. The preceding indemnity does not apply to claims or actions arising out of any liability based upon the negligence of CARPC.

14. **Limitation of Liability.** CARPC shall not be liable in contract or in tort to Subgrantee or Subgrantee's subcontractors or suppliers for incidental or consequential damages arising out of this Agreement.

15. **Insurance.** During the term of this Agreement, Subgrantee shall provide and maintain at its own expense the following kinds of insurance with limits of liability as set forth below:

<u>Insurance</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Commercial general liability	\$2,000,000
Automobile liability	\$1,000,000
Professional errors and omission	\$1,000,000

Subgrantee agrees to provide CARPC with a Certificate of Insurance evidencing the coverages required above. This Certificate of Insurance shall also provide for 30 days' prior notice to CARPC in the event of cancellation.

16. **Non-Assignability.** Subgrantee shall not subcontract or assign this Agreement, or otherwise dispose of its right, title or interest therein, without obtaining the prior written consent of CARPC. CARPC retains the right to approve or disapprove the assignment at its discretion.

17. **Equal Employment Provisions.** In performing the service hereunder, Subgrantee agrees to comply with all applicable local, state and federal laws, regulations and orders relating to fair and equal employment opportunity practices and policies.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

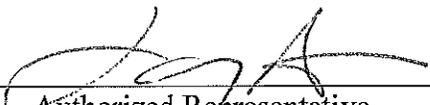
19. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

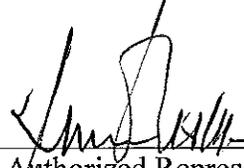
20. **Entire Agreement.** This Agreement, together with **Exhibit A**, supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both parties.

Dated as of the date set forth on the first page, above.

SUBGRANTEE

CAPITAL AREA REGIONAL
PLANNING COMMISSION

By: 
Authorized Representative

By: 
Authorized Representative

Printed Name: JAY ALLEN

KAMRA I. NESBITT

EXHIBIT A

SCOPE OF WORK

100 Percent Stormwater Infiltration for High-Density TOD (MSCC)

Subgrantee will enter into agreements with consultant(s) to perform the following services:

1. Review the McGaw Neighborhood Plan and local regulations (Months 1-3)
2. Review literature on volume control Best Management Practices (BMP) performance, cost and analysis methods (Months 1-3)
3. Conduct modeling analysis of a hypothetical block (or blocks) of the McGaw Neighborhood with a range of development types to assess volume control performance, options and costs. (Months 3-6)
4. Run a half-day "charrette" with area developers for input on how volume control BMP could fit into site development plans, and implications for costs. (Months 7-12)