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January 5, 2023

City of Racine Purchasing
730 Washington Avenue, Room 105
Racine, WI 53403

To Whom It May Concern:

Thank you for the opportunity to submit this proposal to provide community engagement and outreach services to support the City of Racine Department of Community Safety. Payne Consulting is a local, woman and minority owned firm that specializes in community engagement and communications. With nearly 30 years of experience, we pride ourselves on planning, implementing, and evaluating diverse and innovative strategies to engage stakeholders in meaningful conversations.

On behalf of our team, I am excited about the possibility of partnering with the City of Racine to design and implement community engagement strategies to get input, from diverse stakeholders, about their vision for community safety in the City of Racine. Amplifying the voices of key stakeholders will position the Department of Community Safety make impactful and community-informed decisions.

Per the RFP, this proposal includes background information about Payne Consulting (PC), and a proposed scope of work, timeline, and fees. I am confident that our skills and expertise align with the needs of the City of Racine.

Please let me know if you require any additional information. You can reach me at 262.672.3185 or kimberly@payneconsulting.net.

Sincerely,

Kimberly J. Payne

COMPANY OVERVIEW

About the Company

Payne Consulting is a woman and minority owned firm. Based in Racine, Wisconsin, the firm specializes in community engagement, communications, and grant writing. Our services include designing and implementing community engagement strategies, developing comprehensive marketing and communications plans, and writing winning grant proposals on behalf of our partners.

All Payne Consulting projects are led by Kimberly Payne and supported by a team of the best and brightest consultants in the area. Our consultants are diverse, multi-lingual, and possess the skills and expertise to deliver meaningful and strategic services that produce tangible results. Many of our consultants possess advanced degrees and all have the flexibility that is required to meet the needs of diverse clients. We contract consultants, from our pool of over thirty consultants, to work on projects based on how well the project aligns with the expertise and passion of the consultant.

With nearly 30 years of experience in the non-profit, education, communications, and government sectors, Payne Consulting merges best practice with customized strategies to meet the diverse needs of our partners. Our approach to projects is data and community informed and it includes engaging stakeholders, analyzing existing data and assets, and combining what we learn with best practice to create impactful strategies.

About the Owner/Lead Consultant

Kimberly J. Payne – Kimberly is the Founder/Owner of Payne Consulting, and she serves as the Lead Consultant for all projects. Kimberly is an expert trainer, project manager, facilitator, grant writer, and community engagement strategist. She holds a bachelor's degree in psychology from Drake University, a master's degree in education, with an emphasis on higher education administration, from Iowa State University, five years of continuous improvement training, and a community engagement certificate from the Harwood Institute for Public Innovation. Kimberly is fulfilling her life-long dream of attaining a doctoral degree. She will graduate from Concordia University of Wisconsin in May 2024 as a Doctor of Education-Leadership, Innovation and Continuous Improvement Program.

Kimberly is committed to education, advocacy, and staying involved in her community. She serves the community through various speaking engagements, as an active member of Jesus Alive Ministries, and as the board chair of IMPACT, Incorporated. Also, she is a past board member of Gateway Technical College, Siena Retreat Center, and the Jane Cremer Foundation. In 2016 Kimberly received the YWCA Southeast Wisconsin Women of Distinction Award and she was inducted as a Distinguished Alumna of J.I. Case High School that same year.

Community Engagement Approach

Community voice is the most important part of what we do. We believe in “turning outward” to share information and to learn the aspirations, insights, and concerns of community members. Our approach is place-based which means we come outside of the four walls of our offices and go where community members feel comfortable. We use what we learn to amplify community voice and assist organizations with developing and advancing community-informed projects.

Our community engagement approach aligns with the Harwood Institute for Public Innovation. The Harwood Institute was founded over 30 years ago by Rich Harwood. Central to the Harwood Approach is “turning outward” or making the community, not an internal conference room, the focal point for creating change. According to the Harwood Institute, a key aspect of public life is focusing on the 3As of Public Life – Authority, Authenticity and Accountability.

- Acting with **Authority** means holding deep knowledge about the community, including people’s lives, aspirations, and concerns, and using that knowledge to make decisions.
- **Authenticity** is demonstrated by treating people as valuable members of the community, deeply listening to the community in an ongoing way, and working in ways that are reflective of people’s lives.
- **Accountability** means setting realistic expectations and promises to the community and pursuing meaningful action by building on the past while creating foundations for the future.

COMMUNITY ENGAGEMENT PROGRAM EXPERIENCE & QUALIFICATIONS

General Statement of Qualifications - With training from the Harwood Institute for Public Innovation and decades of practical experience, Kimberly and the Payne Consulting team led and/or contributed to the success of various community engagement projects for government, architectural/construction firms, non-profit organizations, educational institutions, and foundations.

The Payne Consulting team consists of Kimberly, the lead consultant, trained facilitators and notetakers, an evaluator, Spanish speaking translators (verbal and written), and a graphic designer – all roles that are critical to the success of our community engagement projects. Our consultants are diverse, multi-lingual, and adept at using a variety of strategies and techniques to engage diverse community members. The team works alongside our partners to ensure that projects are well-staffed and collaborative from start to finish.

Project Examples

- **Lincoln-King Neighborhood Project (2022 to Present)** – currently serving as the community engagement partner. The project was launched by the City of Racine and SmithGroup design firm to revitalize the Lincoln-King Neighborhood through the addition of a multi-million-dollar community center and community health center. The community engagement approach for the project is multi-pronged and includes strategies that are designed to equip the City of Racine and SmithGroup with the data and insights that are needed to enhance the Lincoln-King Neighborhood. The community engagement strategies ladder up to the following goals: raise awareness and knowledge of the Lincoln-King Neighborhood Project; learn the aspirations, ideas, concerns, and vision of Lincoln-King Neighborhood stakeholders; amplify the voices and lived experiences of community members/stakeholders; and gather data that can be used to inform the development of Lincoln-King Neighborhood revitalization plan.

Deliverables – community conversations (World Café & Kitchen Table Style), community-wide surveys, quarterly update meetings, neighborhood advisory council meeting coordination and facilitation, Spanish translation, and outreach including canvassing, tabling at events, and attending community meetings to share information and get input from stakeholders.

- **Racine Speaks (2021 to 2022)** – served as a community conversation facilitator and provided communications support for the Racine Speaks project. Led by the Johnson Foundation at Wingspread and a panel of community members, Racine Speaks is an extension of the foundation's Resilient Communities Initiative. Racine speaks was born out of community conversations that were aimed at learning the lived experiences of Racine community members in the areas of education, economy, health, and justice. Racine speaks is a grassroots effort to address inequities that are leading to pronounced racial disparities in our community.

Deliverables – Payne Consulting's deliverables included facilitation services for kitchen-table style community conversations and communications support which consisted of coordinating the agenda for an editorial board meeting with the local newspaper, consulting with the foundation's leadership team on communications strategies and writing several documents (key messages, talking points, media release, Q&A document, speeches, media protocol document, and a list of local media outlets).

- **City of Racine Police Reform Project (2020)** – served as a lead consultant by designing and implementing the community engagement strategies/tactics and coordinating and facilitating the Police Reform Task Force meetings. The police reform project was Mayor Cory Mason's response to the former President Barack Obama's call to action following the police-involved murder of George Floyd. Obama challenged communities to take a close look at their police department's

use of force data and policies and their efforts to engage community members in policing efforts. Mayor Mason accepted the challenge and partnered with us to engage diverse community members to get their input on ways to improve policing; examine the Racine Police Department's use of force policies and make actionable recommendations; and explore and recommend strategies for including the voice of the community in existing Racine Police Department processes.

Deliverables – a community-wide survey that was completed by over 1,000 community members, four virtual community conversations for up to 100 community members per session, task force meeting coordination and facilitation, and a comprehensive report of actionable police reform recommendations.

- **Racine Public Library Conversation Café (2019)** planned and facilitated a conversation café for staff and partners to educate café participants about the mission, vision, and utilization of library services; raise awareness of resource and service needs of library patrons; and brainstorm solutions for connecting library patrons to community resources and services.

Deliverables – a report of findings that included an overview of the conversation café, participants insights and recommended next steps for prioritizing and advancing the ideas that were shared by participants.

Additional Projects

- 2023 to Present – Microsoft Mount Pleasant Datacenter, Community Engagement Lead
- 2023 to Present – City of Racine, Zoning Code Update, Community Engagement Partner
- 2023 to Present – YWCA of Southeast Wisconsin, Strategic Advisor to the President/Chief Executive Officer
- 2023 – Milwaukee Public Schools/Milwaukee Rec, Community Engagement Consultant
- 2023 – Ostara Initiative, Conference Facilitator at the Johnson Foundation at Wingspread
- 2023 – City of Racine, Lincoln-King Housing Improvement Project, Community Engagement Partner
- 2022 to Present – City of Racine & SmithGroup, Lincoln-King Neighborhood Revitalization, Community Engagement Partner
- 2022 to Present – Wisconsin Housing & Economic Development Authority, Culture Consultant
- 2022 – Milwaukee Institute of Art & Design, Strategic & Facilities Master Planning, Community Engagement Consultant
- 2022 – City of Racine, Comprehensive Plan, Community Engagement Consultant

- 2022 – Milwaukee County, Strategy Retreat, Facilitator
- 2022 – YWCA Southeast Wisconsin, Staff Retreat, Consultant and Facilitator
- 2022 – WI Department of Health Services, In Their Own Voices Health Equity Project, Community Engagement Strategist
- 2021 to 2022 – The Johnson Foundation at Wingspread, Regional Dashboard Project, Community Conversation Facilitator & Communications Consultant
- 2021 – City of Racine, Lakeview Park Revitalization, Consultant
- 2021 – City of Racine, Vaccinate Racine, Consultant
- 2020 to 2021 – Milwaukee County Behavioral Health Division, Psychiatric Crisis Redesign Community Conversations, Senior Communications Advisor & Research Strategist
- 2020 – City of Racine, Police Reform Project, Consultant
- 2019 – City of Racine Public Library, Social Work Conversation Café, Consultant
- 2018 – Central Racine County Health Department, Community Health Improvement Plan Project, Consultant
- 2017 – Central Racine County Health Department, Drowning Prevention Discussion Groups, Consultant

PROJECT TEAM

The key roles for the project are outlined in the table below. Please note that except for the Lead Consultant, all positions will be filled by part-time contractors who are diverse and multi-lingual. Payne Consulting will first draw from its existing pool of contractors who are well-versed in Payne Consulting’s community engagement approach and expectations of excellence and expand to recruit additional contractors as needed.

Position	Role	Qualifications
Lead Consultant Kimberly Payne	Project management and oversight including serving as the lead community engagement strategist and facilitator, and liaison to the City of Racine and its partners.	Doctorate in leadership, innovation, and continuous improvement in progress, deep knowledge of community engagement best practice, and extensive experience designing and leading community engagement efforts in the City of Racine and beyond.
Trained Facilitators	Utilize targeted questions and facilitation best practice to elicit community member input.	Exceptional communication skills and the ability to engage diverse stakeholders.
Trained Notetakers	Document community member aspirations, ideas, questions, and concerns during community conversations and other	Detail oriented with great listening skills and the ability to capture community member input

	stakeholder meetings.	quickly and efficiently in writing.
Evaluator Dr. Katherine Wilson	Data collection, analysis, and synthesis to produce comprehensive reports and dashboards.	Doctorate and the ability to use quantitative and qualitative data collection, analysis, and synthesis methods. Exceptional writer and communicator.
Graphic Designer Fernando Reyero Noya	Select culturally inclusive images and format various communications assets.	Experience designing culturally inclusive assets for print and electronic use and liaising with printers, the post office, and other providers.
Written Translator Fernando Reyero Noya	English-Spanish translation of written assets including flyers, invitations, surveys, and project documents.	Knowledge of formal and conversational Spanish including correct capitalization and punctuation.
Verbal Translation Team	English-Spanish translation during community conversations, meetings, and outreach events.	Knowledge of formal and conversational Spanish. Ability to relate to community members.
Outreach/Canvassing Team	Door to door canvassing to distribute literature and engage community members.	Extensive knowledge of the local community, outgoing personality, and motivated to work autonomously.

Subcontractors/Subconsultants

Payne Consulting will utilize subcontractors/subconsultants to complete the work. Subcontractors/subconsultants will first be identified from Payne Consulting’s existing pool of thirty consultants who are versed in our community engagement approach. Additional subcontractors/subconsultants will be recruited if needed. The subcontractors/subconsultants who are named above already have a relationship with Payne Consulting as they were contracted to work on projects in the past.

SCOPE OF WORK, FEE PROPOSAL, & TIMELINE

Payne Consulting’s multi-pronged approach includes, but is not limited to, the strategies, activities, and deliverables that are outlined in the table below. The strategies and activities align with the scope of services provided in the RFP.

The project rates were calculated based on an hourly rate of \$225 and flat/project rates from Payne Consulting’s “menu” of services. Any work outside of the scope of the

agreement will be billed at an hourly rate of \$225. Translation and outreach services will be billed at \$75 per hour or according to the number of words (written translation). Additional work must first be approved (in writing) by Payne Consulting and the City of Racine.

Develop Community Outreach & Engagement Plan		
ACTIVITIES	HOURS	AMOUNT
Scan the Department of Community Safety's current community outreach and engagement assets including reports, survey data, and communications materials to gain an understanding of the current state and to determine which community engagement strategies and activities to include in the plan.	10 hours X \$225 per hour	\$2,250
Engage staff and key stakeholders in one-on-one or group discussions to get their insights on the Department of Community Safety's existing community outreach and engagement efforts. Produce a summary report of staff and key stakeholder insights.	7 hours X \$225 per hour	\$1,575
Develop a community engagement plan that builds on existing efforts and incorporates new efforts. The plan will include a timeline, strategies & activities, owners/operators, anticipated outcomes, and key deliverables.	15 hours X \$225 per hour	\$3,375
SUBTOTAL - \$7,200		
Implement Community Engagement Process – below is a menu of possible community engagement activities to include in the process.		
Kitchen Table Style (intimate) Community Conversation for 15 to 20 participants per session. Includes creating a bi-lingual invitation, drafting a community conversation guide with targeted questions, managing logistics, facilitating, taking notes, and developing pre (demographic) and post (satisfaction) surveys to administer to Community Conversation participants.	Flat Rate - \$6,500 per session X 10 sessions	\$65,000
Verbal translation services for community conversations, meetings, outreach, canvassing, etc.	30 hours X \$75 per hour	\$2,250
Written translation services as needed.	Billed at \$.15 per word	\$2,000
Outreach, including canvassing, door to door outreach, tabling, and literature distribution.	15 hours per month (February, March, &	\$3,375

	April) – 45 hours X \$75 per hour	
Community-wide Survey (for up to 2,000 respondents) that can be completed electronically or on paper. Includes survey question development, formatting, distribution to key stakeholders, data entry of paper surveys, and survey data analysis and synthesis to produce a comprehensive report of findings.	Flat Rate - \$10,000	\$10,000
SUBTOTAL - \$82,625		
Prepare Final Community Engagement Outcomes Report		
Preparation of a white paper* that includes the community engagement process, quantitative/qualitative data from 10 community conversations, recommended next steps, and the findings of the community engagement activities organized by major themes. The report will also include an executive summary of topline findings and pull quotes from participants. Additionally, the Department of Community Safety will receive a data package of raw data, cross tabs, and an index of qualitative responses. *Includes charts and graphs. Does not include graphic design. Graphic design services are available as an add on.	Flat Rate - \$15,000	\$15,000
SUBTOTAL - \$15,000		
TOTAL PROPOSED BUDGET - \$104,825		

Timeline – See the high-level timeline below. If awarded the contract, Payne Consulting will develop a detailed work plan that aligns with the five-month project schedule. The work plan will include key strategies, activities, deadlines, deliverables, owner(s)/operators(s) and status updates.

- January to February 2024 – ramp up including onboarding the Payne Consulting team, planning, conducting a scan of the Department of Community Safety’s current community engagement and outreach activities and assets, and setting up the data and evaluation infrastructure.
- February to April 2024 – launch/implementation of community engagement and communications activities.
- May 2024 – ramp down including wrapping up community engagement activities, analyzing and synthesizing data to produce a comprehensive report, and presenting the report to the Department of Community Safety and its key stakeholders.

City of Racine
Official Notice #17-2023
Request for Proposal (RFP) 2024-40 Community
Engagement/Group Facilitation Services



12/20/2023	Published in Newspaper Published Online
12/22/2023	Published in Newspaper
01/03/2024	Questions Due by 2pm
01/05/2024	Addendums Posted
01/08/2024 10:00 am	DUE DATE Bid proposals received after this time will not be considered Purchasing will confirm when bid is received
Method of submittal	DemandStar https://www.demandstar.com/app/agencies/wisconsin/city-of-racine-purchasing/procurement-opportunities/01dc3f5c-ed8d-466f-9fa8-3f31a8e08705/ Bids submitted to any other email or using any other method, other than what's stated in this bid document, will not be considered.
Submittal and contact information:	City of Racine Purchasing 730 Washington Ave. Room 105 Racine, WI 53403 Office: 262.636.9143 Fax: 262.636.9100 Email: purchasing@cityofracine.org Website: http://www.cityofracine.org/purchasing

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: Payne Consulting LLC

Name: Kimberly J. Payne

Address: 302 Sixth Street

City, State, Zip: Racine, WI 53403

Phone: 262.456.2171 (office); 262.672.3185 (cell)

Email: kimberly@payneconsulting.net

1. General Information

The City of Racine is seeking proposals from organizations wishing to provide Community Engagement Consultation, Outreach, and Group Facilitation Services to support the Department of Community Safety. The Department is looking for an experienced, Racine- based community outreach provider to identify, invite, and secure target community members to participate in Community Conversations. The Department is looking for an experienced, Racine-based group facilitation provider to assist in the facilitation, documentation, and analysis of Community Conversations.

The Department of Community Safety Director may assign additional projects/work, the proposer will be compensated for additional work as requested.

The City of Racine is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Racine. The City of Racine may also give additional work as needed.

The City of Racine, in its sole discretion and without cause, may terminate this Request, Purchase Order, or Contract, in whole or in part, at any time without incurring liability to the bidder for lost profits, or any other costs of damages.

Invoice(s) should reference Purchase Order (PO) or Contract number and be sent to accountspayable@cityofracine.org

2. General Questions

- Have you performed any work for the City of Racine in the past? **YES** NO
- Are you able to perform work for the State of Wisconsin? **YES** NO
- Are you part of any of these program(s)
 - Disadvantage Business Enterprise (DBE) **YES** NO
 - Minority Business Enterprise (MBE) **YES** NO
 - Women’s Business Enterprise (WBE) **YES** NO
 - Veteran Business Enterprise (VBE) YES **NO**

Cooperative Purchasing

- Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E/WAPP members of local government entities in the Wisconsin area? **YES** NO

3. Proposal

Submit completed official notice documents with your proposal based on the specifications/scope of work specified. Complete proposals are not required to meet every listed specification.

4. Specifications/Scope of Work

The City of Racine is seeking proposals for community engagement and/or group facilitation consulting services to support the Department of Community Safety

- Outreach campaign targeting specific city residents within demographic and geographic areas, as determined by the Department
- Community outreach relevant to the City of Racine
 - Meeting facilitation
 - Engagement activities
 - Communication
 - Door-to-door outreach
 - Survey facilitation
- Consultant(s) will plan, promote, execute, and facilitate 5 to 10 in-person sessions about community safety between January 1, 2024, and May 1, 2024
 - Minimum 75 unique City residents
 - Minimum 15 residents per session
 - Support facilitation of sessions which are coordinated independently from the consultant
- Verbal and written translation services (as needed)
- Literature distribution coordination
- The consultant will support, be available, and report to the Department of Community Safety Director

Successful respondents must demonstrate a capacity to engage with diverse populations and bring a wide variety of skill sets to produce and manage any required areas of the scope of work.

Specific qualifications and expertise to be considered are:

- Meetings facilitation with varied and diverse groups
- Conduct meetings in person and via digital media
- Excellent note taking
- Door to door outreach in the City of Racine
- Experience leading engagement activities
- Planning activities

The primary role of this consultant(s) will be to support the Department of Community Safety and to provide participatory planning and community engagement services. The consultant will be responsible for ensuring resident voices are heard and significant input is gathered; categorizing the input received and relay feedback. Creative and unique methods to engage the community are expected. The consultant should plan to be present at all community conversations in order to provide essential feedback and perspective to the Department.

5. References

As a part of properly completing the bid, provide the names, addresses, phone numbers and contact persons for a minimum of two companies or municipalities for which the bidder has satisfactorily performed related work within the past five (5) years.

Company Name: Stantec

Address: 322 East Michigan Street, Suite 200, Milwaukee, WI 53202

Contact Person: Sarah McDonald, Senior Landscape Architect & Urban Planner

Phone Number: 414.279.9974 (office); 262.665.9774 (cell)

E-mail: sarah.mcdonald@stantec.com

Company Name: The Johnson Foundation at Wingspread

Address: 33 East Four Mile Road, Racine, WI 53402

Contact Person: Ashley Staeck, Senior Director of Program and Strategy

Phone Number: 262.681.3325

E-mail: astaeck@johnsonfdn.org

Company Name: Milwaukee Institute of Art & Design

Address: 273 East Erie Street, Milwaukee, WI 53202

Contact Person: Jeff Morin, President

Phone Number: 414.847.3210

E-mail: Jeffreymorin@miad.edu

6. Indemnification and Insurance Requirements:

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

- a) General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

- c) Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
- b) The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- c) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self- insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
- g) Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

END OF DETAILED SPECIFICATIONS

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of: Payne Consulting LLC

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of: Wisconsin a

partnership consisting of: Kimberly J. Payne

an individual trading as: Payne Consulting LLC

of the City of Racine State of Wisconsin

that I have examined and carefully prepared this proposal from the

plans and specifications and have checked the same in detail before

submitting this proposal; that I have full authority to make such statements

and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: Kimberly J. Payne

TITLE: Owner

Sworn and subscribed to before me

this 6th day of January 2024.

Jasmine Gonzales

(Notary or other officer authorized to administer oaths)

SEAL:

JASMINE GONZALES
Notary Public
State of Wisconsin

My commission expires 03/27/27