



**RFP NO. 315048**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

**PUBLIC WORKS ENGINEERING DIVISION**  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 315048**  
**HOMELESS RESOURCES DAY CENTER**  
**1326 EAST WASHINGTON AVENUE**  
**MADISON, WISCONSIN**

An informational facility tour will be held Tuesday, October 20, 2015 at 11:00 a.m., starting in the parking lot. Proposers are strongly encouraged to attend this tour.

Due Date / Time: **TUESDAY, NOVEMBER 3, 2015 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROB NEBEL, ASSISTANT PUBLIC WORKS DIRECTOR  
TELEPHONE NO.: 608/267-0119  
FAX NO.: 608/267-1533  
E-MAIL: [NEBEL@COUNTYOFDANE.COM](mailto:NEBEL@COUNTYOFDANE.COM)



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713  
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director  
Gerald J. Mandli

October 13, 2015

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 315048 to provide professional architectural and engineering design services for the Homeless Resources Day Center at the former Messner Inc. Building. The Proposals are due on or before **2:00 p.m., Tuesday, November 3, 2015**. No proposal bond or performance bond is required for this project.

## PROJECT INFORMATION

Dane County has recently acquired property at 1326 E. Washington, former location of Messner Inc., with the intent of operating a daytime resource center for the homeless. Renovation of the building is necessary to prepare it for this purpose. The proposed additions will likely include laundry facilities, showers, and a family area. The selected firm will be responsible for preparing a conceptual plan to meet the needs of the County and new facility. This project also requires the selected firm to create design plans and a cost estimate to be presented to the City of Madison development staff for review. In addition to conceptual and preliminary designs, the selected firm shall serve as the County's agent, securing approvals as necessary from the Planning Commission, Urban Design Commission, and City development staff. The scope of work for this proposal focuses on the study and design of the day center (Study/Concept Design Phase, Schematic Design Phase, and Design Development Phase) however the selected firm will have the option to extend their contract to encompass the additional Construction Document, Bidding Services and Construction Administration Phases of the project.

## SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and three bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1. Sign in both places indicated.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information after the Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:  
"Proposal No. 315048  
Homeless Resources Day Center  
2:00 p.m., Tuesday, November 3, 2015"
5. Mail to:  
Rob Nebel, Assistant Public Works Director  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Rob Nebel at 608/267-0119 or send email to [nebel@countyofdane.com](mailto:nebel@countyofdane.com).

Sincerely,

*Rob Nebel*

Assistant Public Works Director

Encl.: Request for Proposals No. 315048 Package

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## LEGAL NOTICE

### REQUEST FOR PROPOSALS

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., TUESDAY NOVEMBER 3, 2015**

#### **REQUEST FOR PROPOSALS NO. 315048**

#### **HOMELESS RESOURCES DAY CENTER**

**1326 E. WASHINGTON AVE.**

**MADISON, WISCONSIN**

Dane County is inviting Proposals for professional architectural and engineering design services. The former Messner Inc. building on East Washington Ave. has been purchased by Dane County to be turned into a day resource center for the homeless. Renovation of the building is necessary to meet the needs of the planned homeless day center. The selected firm will provide architectural programming, design, bidding services, and construction administration, as well as represent the County during the approval process with the City of Madison. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Tuesday October 13, 2015** by downloading it from [countyofdane.com/pwbids](http://countyofdane.com/pwbids). Please contact Rob Nebel, Assistant Public Works Director, at 608/267-0119 ([nebel@countyofdane.com](mailto:nebel@countyofdane.com)), or our office at 608/266-4018, for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee before award of Agreement. Complete Vendor Registration Form at [danepurchasing.com/registration](http://danepurchasing.com/registration) or obtain one by calling 608/266-4131.

An informational facility tour will be held Tuesday, October 20, 2015 at 11:00 a.m., starting in the parking lot. Proposers are strongly encouraged to attend this tour.

**PUBLISH:    OCTOBER 9 & 16, 2015 - WISCONSIN STATE JOURNAL**  
**OCTOBER 9 & 16, 2015 - THE DAILY REPORTER**



**SIGNATURE PAGE**

**County of Dane**  
 DEPARTMENT OF ADMINISTRATION  
**PURCHASING DIVISION**  
 Room 425, City-County Building  
 210 Martin Luther King, Jr. Blvd.  
 Madison, Wisconsin 53703  
 (608) 266-4131

<b>COMMODITY / SERVICE: Professional Design Services</b>			
REQUEST FOR PROPOSAL NO.: 315048	PROPOSAL DUE DATE: 11/03/15	BID BOND: N/A	PERFORMANCE BOND: N/A
<b>PROPOSAL INVALID WITHOUT SIGNATURE</b> THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			

**CONTRACT COMPLIANCE PROGRAM WORKSHEET**

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
  - 1. DBE Disadvantaged Business Enterprise
  - 2. MBE Minority Business Enterprise
  - 3. WBE Women Business Enterprise
  - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<b>D</b>	<b>DBE</b>	<b>B</b>	African American	<b>L</b>	Male	<b>E</b>	ESB
<b>M</b>	<b>MBE</b>	<b>H</b>	Hispanic American	<b>F</b>	Female		
<b>W</b>	<b>WBE</b>	<b>N</b>	Native American / American Indian				
		<b>A</b>	Asian Pacific American				
		<b>I</b>	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (over)

## DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Socially and Economically Disadvantaged Individuals:
    - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
    - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
      - 1) Women;
      - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
      - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
      - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
  2. Business is located in the State of Wisconsin.
  3. Business is comprised of less than twenty-five (25) employees.
  4. Business must not have gross sales in excess of three million over the past three (3) years.
  5. Business does not have a history of failing to complete projects.

**THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.**

**PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:  
www.danepurchasing.com/registration  
or obtain one by calling 608/266-4131.

**EQUAL BENEFITS REQUIREMENT**

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: [www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Dane County (COUNTY) is inviting proposals for professional architectural and engineering (A/E) design services for the Homeless Resources Day Center at 1326 East Washington Ave.
- B. The former Messner Inc. building (approximately 19,000 square feet with two stories) on East Washington Ave. has been purchased by Dane County to be renovated into a day resource center for the homeless. Renovation of the building is necessary to meet the needs of the planned homeless resource center outlined in the 2013 report included in the RFP. The selected firm will be responsible for both providing design services for the adaptive reuse of the facility and to represent the COUNTY during the approval process with the City of Madison and stakeholder groups associated with the project. The initial design services, as outlined in Phase 1, Phase 2, and Phase 3 of the Scope of Work listed below, shall be done for a flat fee. The following design services for the following phases of Construction Documents, Bidding Services, and Construction Administration will be negotiated with the COUNTY utilizing the percentages and hourly rates your firm provides in the proposal.
- C. To be considered for this project, the Consultant must meet or exceed the following criteria:
  - 1. Have at least one registered architect or one registered professional engineer as lead responsible member of the firm or project team.
  - 2. Have been in business for a period of not less than five (5) years.
  - 3. Must have been responsible for the design and completion of at least three (3) renovation projects similar in size to the newly purchased building.
  - 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the COUNTY, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

### 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Provide Study / Concept Design, Schematic Design, and Design Development professional design services as outlined by AIA Contract Documents.
- C. Phase 1 – Study / Concept Design
  - 1. Prepare a summary report / study consisting of text, drawings, and other documents that illustrate the present condition of the building and recommend options for improvement to the facility to meet the new adaptive reuse requirements of the building. The Work will include field measurement of the entire approximate (19,000 square foot building) suitable to create base drawings and an overall site plan (based on property descriptions) for the entire property, and all three structures along with both parking lots, that have been purchased by the County (refer to Figure 1). Phase 1 will include architectural programming to be based on the 2013 Report entitled “Recommendations for a

- Permanent Day Resource Center for the Homeless” (attached in the RFP Appendix) and meetings with the project stakeholders and the Design Team designated by the COUNTY. The selected firm will be responsible for the creation of documents needed for COUNTY review and the City of Madison approval process (Zoning, Planning, Urban Design, Public Hearings, etc.) through Design Development. The selected firm shall attend meetings to represent the COUNTY throughout the approval process (the proposing firm should include a minimum of seven (7) meetings through the end of Design Development specifically related to the approval process in their proposal.
2. Study/Concept Design shall contain the following sections at a minimum:
    - a. Executive Summary
    - b. Introduction/Description of Study Approach and Participants
    - c. Architectural Programming Analysis (including Space Needs Assessments)
    - d. Arrange a site tour with the Design Team of one operating facility presently serving as a resources day center (to a facility within a 2 hour drive). Take and distribute notes.
    - e. Review alternatives for facility layout with Design Team and select a layout. Provide Concept Floor Plans of the selected layout and an overall Concept Plan for the entire site to delineate proposed use/disposition of each building.
    - f. Concept Level Opinion of Cost (facility remodeling/related site work/design fees).
    - g. Develop a timetable for project bidding and construction.
    - h. Recommendations
  3. Study / Concept Design phase shall include working with the Design Team designated by the COUNTY for the project (representatives from Public Works and Human Services Divisions). A minimum of nine (9) meetings with the Design Team (in addition to the tour of a similar day center facility) shall be included in the proposal through to the end of Design Development.
  4. Architectural Programming / Space Needs shall include descriptions of equipment, furniture, lighting, plumbing, and voice/data needs for all spaces. Provide a summary table of rooms/areas, proposed square footage, and remarks. Written descriptions are to be provided in regard to staff and public operational needs (security, public access requirements, staff needs, etc.). A questionnaire shall be developed and provided to the Design Team for distribution. Refer to the 2013 Report (see Appendix) for a partial list of desired services to be housed in the new facility under the section “ Recommended Services and Facility Attributes for a Permanent Day Resource Center”.
  5. Information Management: The programming and design shall include review of proposed spaces and equipment by the Dane County Information Management (IM) staff. IM staff will be present at one or more of the Design Team meetings.
  6. Sustainable Design / Green Building Design elements shall be included in the programming and design considerations. While the project is not seeking any certifications, the use of sustainable design practices are viewed as an important aspect of all County-sponsored construction projects.

#### D. Phase 2 – Schematic Design

1. Provide Schematic Design Phase services to include measured building plans with dimensions, elevations, sections. See also Sample Architectural/ Engineering Professional Services Agreement.

E. Phase 3 – Design Development

1. Evaluate building systems to meet the functional needs of the facility
2. A/E shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the A/E or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to COUNTY and may be reused unless directed otherwise by COUNTY.
3. The A/E shall prepare Design Development drawings, specifications and other data tailored to the project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by COUNTY.
4. See also Sample Architectural/ Engineering Professional Services Agreement.

F. Dane County shall select from the options / recommendations presented in the Phase 1 Study / Concept Design Phase, Schematic Design Phase, and the Design Development Phase for inclusion in the development of the Construction Documents for bidding purposes. Future professional design services for development of Construction Documents, Bidding Services and Construction Administration shall be negotiated with the COUNTY based on hourly rates and percentages provided in this proposal.

### 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight distinct sections or divisions:
1. Proposer's cover letter, Signature Page (note: signatures are required in two places on the Signature Page) and Fair Labor Practices Certification.
  2. Description of firm's qualifications, related experience, organization and resources.
  3. Brief list (min. of three, max. of five) of similar projects previously completed with the project details, name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving public facilities as is being proposed. You may separately list additional professional references.
  4. Description of planning and design techniques to be used in approaching the project.
  5. List of staff that will be committed to the Work with their professional resumes. Include listing of other consultants who may participate in this project and their area of expertise.
  6. Indicate staff availability and tentative timetable with project tasks for the Work, including all project phases, through to completion of the project. The stated goal by the COUNTY is to have the new Homeless Resources Day Center available for use by the public in October 2016. Provide a tentative project timetable through design, bidding, and remodeling of the facility to meet the goal of occupancy in October 2016.
  7. Provide a fixed Lump Sum fee inclusive of all costs associated with Phase 1, Phase 2, and Phase 3 (the fee for any additional hours for approval-related and Design Team meetings

beyond the number of meetings (7 meetings related to the approval process and 9 meetings with the Design Team) defined in the Scope of Work shall be paid to the selected firm based on hourly rates). Provide hourly rates / percentages for future phases (as described in section 5 below).

8. State clearly any limitations you wish to include in *Architectural / Engineering Professional Services Agreement* and advise of any conditions that you may have.

#### **4. EVALUATION CRITERIA**

A. Proposing consultants will be evaluated on this criteria:

Relative Experience	30%
Approach to Project	20%
Strength / Capabilities	20%
Project Personnel	10%
Past Project References	10%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

#### **5. PRICING**

A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.

B. Submit the following fee related items in the Proposal:

1. A Lump Sum fixed fee encompassing (Phase 1, 2, and 3) Study / Concept Design, Schematic Design, and Design Development phases as outlined in this proposal. The fee for any additional hours for approval-related and Design Team meetings beyond the number of meetings defined in the Scope of Work shall be paid to the selected firm based on hourly rates.
2. A list of Hourly Rates for firm staff and reimbursables.
3. A percentage rate for professional design services related to the future project phases of Construction Documents, Bidding Services, and Construction Administration. Work by the selected firm will be negotiated with the COUNTY following the completion of the Design Development phase.

#### **6. FACILITY TOUR**

A. A proposing firm facility/site tour of the Messner Building will be held on October 20, 2015 at 11:00 a.m. at 1326 E. Washington, starting in the parking lot. This facility tour will go until approximately 12:00 p.m. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.

#### **7. OWNER'S RESPONSIBILITY**

A. At this time no building architectural drawings (including structural, mechanical, electrical, or plumbing) are available. If any pertinent information (drawings, specifications, etc.) becomes available it will be provided to the selected firm. Dane County will provide any necessary hazardous material protection or abatement.

## 8. TIMETABLE

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
October 13, 2015-2:00 p.m.	RFP issued
October 20, 2015 - 11:00 a.m.	Facility tour
October 26 - 2:00 p.m.	Written inquiries due
October 28, 2015	Addendum (if necessary)
November 3, 2015 - 2:00 p.m.	Proposals due
November 10, 2015 (estimated)	Notification of intent to award sent out
December 15, 2015 (estimated)	Contract start date
October 2016 (estimated)	Facility to be open for public use

*A/E Firm to Provide Tentative Timetable in Proposal for Design/Bidding/Construction to meet October 2016 County Goal for Occupancy of the Homeless Resources Day Center.*

## 9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Rob Nebel, Assistant Public Works Director, 608/267-0119, [nebel@countyofdane.com](mailto:nebel@countyofdane.com). Alternate contact for information on the RFP is Eric Urtes, AIA, 608/266-4798, [urtes.eric@countyofdane.com](mailto:urtes.eric@countyofdane.com).
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, November 3, 2015.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal due date.
- G. Dane County is an Equal Opportunity Employer.

**FAIR LABOR PRACTICES CERTIFICATION**

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a bid, application or proposal for a contract or agreement with the county of Dane.
  
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:  
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

Include this completed Certification with your bid, application or proposal.

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**COUNTY OF DANE**  
**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**  
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## 1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
- 1.G. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, the A/E shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications

Division 00 and Division 01 at any time, including after the signing date of this Agreement. The A/E shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the A/E shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

## 2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

### 2.A. General:

2.A.1) Services are to be provided by the A/E in each of the following phases:

Study / Concept Design Phase  
Schematic Design Phase  
Design Development Phase

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.A.3) The A/E shall create a log of all COUNTY and A/E generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every two (2) months.

2.A.4) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

### 2.B. Study / Concept Design Phase:

2.B.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval by the COUNTY Public Works Project Manager.

2.B.2) Based on information, materials and requirements as verified by COUNTY, A/E shall prepare a Summary and Study consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to COUNTY for review, modifications and written approval before submitting Final version.

2.B.3) The A/E shall submit to COUNTY in the Summary and Study, a construction cost estimate based on information provided by COUNTY and gathered by A/E for Final version of Study.

2.B.4) Study Phase deliverables shall be:

2.B.4) a. Draft Study:

- (1) Electronic copy in Word 2010 (or earlier version);
- (2) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and

- (3) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.4) b. Final Study:

- (1) Original unbound paper copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Four (4) bound copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic copy in Word 2010 (or earlier version);
- (4) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study ; and
- (5) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.C. Schematic Design Phase:

2.C.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval of COUNTY Public Works Project Manager.

2.C.2) Based on information, materials and requirements as verified by COUNTY, the A/E shall prepare Schematic Design Documents consisting of drawings and other documents illustrating scale and relationship of the Project components. Schematic Design Documents shall be submitted to COUNTY for written Approval.

2.C.3) The A/E shall submit to COUNTY construction cost estimates based on information provided by COUNTY and approved Schematic Design Documents.

2.C.4) Schematic Design Phase deliverables shall be:

2.C.4) a. Four (4) bound copies ; and

2.C.4) b. Electronic version of all documents:

- (1) Word 2010, AutoCAD 2014 (or earlier versions); and
- (2) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.D. Design Development Phase:

2.D.1) The A/E shall review the program and functional requirements, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable COUNTY standards and guides or other written direction by COUNTY. The A/E shall establish the limiting parameters of the design as defined by the instructions issued to it by COUNTY, to determine if the design concept is achievable within the schedule and budget proposed by COUNTY.

2.D.2) To the extent necessary, the A/E shall facilitate investigation of the site for existing conditions which differ from those indicated in the record drawings or

which could have a detrimental impact on the achievement of the work called for under the project.

2.D.3) Within seven (7) days of receipt of the program and functional requirements, plans and specifications of record, the A/E and COUNTY shall schedule a meeting to review the A/E's design concept and such other matters as are necessary to establish that at this preliminary point, the proposed design concept is consistent with the requirements of COUNTY.

2.D.4) The A/E shall document the results of design meetings, including design factors agreed to, with any instructions furnished by COUNTY to carry out such factors, including, but not limited to:

- Program clarification
- Scheduling concerns
- Existing site conditions
- Project cost estimates
- Cost-value trade offs
- Quality requirements
- Special material requirements
- Communications requirements
- Engineering requirements

2.D.5) The A/E shall furnish a copy of the documentation produced under this Paragraph to each participant attending a design concept meeting.

2.D.6) In agreements which involve renovation or remodeling of or additions to existing facilities, the A/E shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the A/E or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to COUNTY and may be reused unless directed otherwise by COUNTY.

2.D.7) The A/E shall provide sufficient, alternative design solutions on major design features to allow COUNTY to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and budget. Include staffing and occupancy considerations provided by COUNTY.

2.D.8) The major design features and systems that must be evaluated include, but are not limited to:

- Building configuration
- Heating, ventilating and air conditioning
- Plumbing
- Electrical
- Lighting systems
- Life safety systems

2.D.9) The analysis of major design features and systems shall include initial and life cycle cost comparisons. The A/E shall utilize the Uniform Guide of Life Cycle Cost Factors provided by COUNTY in the calculation of life cycle costs.

2.D.10) The A/E shall provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies that is sufficiently complete to allow commencement of the Construction Documents Phase.

2.D.10) a. The A/E shall prepare preliminary drawings, specifications and other data tailored to the project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by COUNTY.

2.D.10) a.(1) The preliminary drawings shall include plans, elevations, sections and details at a scale which is sufficient to fully illustrate the design concepts, materials and finishes to be employed. Drawings shall be in format as approved by COUNTY.

2.D.10) a.(2) The outline specifications shall include relevant specific information for Division 01 - Bidding and Contract Requirements and a list of the applicable technical divisions.

2.D.10) b. The A/E shall prepare a Design Report with appendix that includes:

2.D.10) b.(1) A time estimate for completion of each separate phase of the work (Design, Construction Documents, Bidding and Construction).

2.D.10) b.(2) A detailed estimate of project cost based on the preliminary design concept, which indicates that the project budget limitations will not be exceeded. Factors influencing the cost feasibility of each major division of the specification and related drawings shall be identified.

2.D.10) b.(3) An analysis of the biddability and constructability of the project within the time allowed by COUNTY.

2.D.10) b.(4) An identification of any part of the work that might require special monitoring or consideration during construction to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, sequencing or precision in installation and full or partial User occupancy during construction.

2.D.10) b.(5) As a safeguard against unforeseen bidding conditions, the A/E may recommend appropriate alternate bids for COUNTY's consideration. Such alternates shall be identified and developed at no additional cost to this Agreement.

2.D.11) Upon determination by the A/E that the final design is represented by the preliminary drawings and specifications, those documents along with a final Design Report shall be submitted to COUNTY for review and concurrence prior to commencement of Construction Documents.

2.D.11) a. The A/E shall provide COUNTY with up to four (4) sets and one (1) electronic file of the Design Report with appendix, preliminary drawings and outline specifications for review and coordination purposes. Electronic documents shall be in a format approved by COUNTY.

2.D.11) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the documents. Within seven (7) days of receipt, the A/E shall transmit written replies to review comments issued by COUNTY. Directions by COUNTY shall be incorporated into the design, unless the A/E shall have explained objections to COUNTY and obtained prior written approval of noncompliance from COUNTY before proceeding with related work.

2.D.11) c. The A/E or COUNTY may call a further preliminary review meeting, when necessary to finalize the design concept. Written replies to additional COUNTY comments shall be made before proceeding to the Construction Documents Phase.

2.D.11) d. Approval of these documents by COUNTY will complete the Design Development Phase, whereupon COUNTY will issue written instruction to the A/E to proceed to the Construction Documents Phase.

2.D.12) Design Development Phase deliverables shall be:

2.D.12) a. Four (4) bound copies of drawings (full size-typical of all submissions) & specifications (in 8½ x 11 format-typical of all submissions); and

2.D.12) b. Electronic version of all documents:

- (1) Drawings in AutoCAD 2014 (or earlier version);
- (2) Specifications in Word 2010 (or earlier version); and
- (3) Adobe Acrobat 11 (or earlier version) of drawings and specifications (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.E. Not Used.

2.F. Not Used.

2.G. Not Used.

### **3. ARTICLE 3: COUNTY'S RESPONSIBILITIES**

3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein. At the time of issue of the RFP no plans of the existing building(s) are known to be available.

- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

**4. ARTICLE 4: COMPENSATION**

4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

4.A.1) COUNTY will pay the A/E a lump sum fee of \$[REDACTED].

4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Proposals, dated October 13, 2015, including any subsequent Addenda.

4.A.1) b. The A/E is authorized to proceed through completion of the Design Development Phase. The A/E Fee is limited to \$[REDACTED], until written instructions to proceed are provided by COUNTY.

4.A.1) c. The COUNTY will negotiate with the selected A/E firm, following the completion of Design Development, for professional design services for the development of Construction Documents, Bidding Services, and Construction Administration based on the hourly rates and the percentages provided by the firm (related to construction value) in the RFP proposal for those future phases.

4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1) Principals' time at a fixed rate of \$[REDACTED] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

[REDACTED]

[REDACTED]

[REDACTED]

4.B.2) Other design staff shall be billed at these fixed rates:

Senior design architect / engineer: \$[ ] per hour

Junior design architect / engineer: \$[ ] per hour

Senior designer: \$[ ] per hour

Junior designer: \$[ ] per hour

Drafting: \$[ ] per hour

4.B.3) Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Reimbursable Expenses:

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the A/E to check the accuracy of and entitlement to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

4.C.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.

4.C.1) b. Expense of a site survey when needed.

4.C.1) c. Expense of a geotechnical investigation and soils and material testing when required.

4.C.1) d. Expense of State and / or City review fees when required.

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included

with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

- 4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of alternate prospective sites.
- 4.D.1) b. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.
- 4.D.1) c. Preparing detailed models, perspective or renderings.
- 4.D.1) d. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.
- 4.D.1) e. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.
- 4.D.1) f. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
- 4.D.1) g. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FFE) by the occupying agency during the Construction Phase.
- 4.D.1) h. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.
- 4.D.1) i. Providing historical preservation research or documentation.
- 4.D.1) j. Providing specialized design services, including, but not limited to LEED certification, vibration, wind or acoustical analysis, or energy modeling.
- 4.D.1) k. Participation in post-project evaluations.
- 4.D.1) l. Preparing multiple bid packages.

4.E. Payments to the A/E:

4.E.1) Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Study / Concept Design Phase	30%
Schematic Design Phase	30%

- 4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.
- 4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
  - 4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
- 4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.
- 4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

## 5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the A/E.

## 6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.
- 6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

## **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

## **8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION**

- 8.A. A/E shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

## **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## **10. ARTICLE 10: OTHER INSURANCE**

- 10.A. The A/E and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

- 10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's

employees engaged in work associated with the project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than 100,000/500,000/100,000 per occurrence.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

## 11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.

11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.

- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

## 12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

### 12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family

Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

12.B.2) A/E agrees to comply with the COUNTY's civil rights compliance policies and procedures. A/E agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the A/E. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

12.B.4) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

#### 12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.



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**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION**

**PURPOSE**

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

**CERTIFICATION**

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

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JOE PARISI  
DANE COUNTY EXECUTIVE

## Dane County Department of Human Services

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Director – Lynn Green  
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### FINAL REPORT

### RECOMMENDATIONS FOR A PERMANENT DAY RESOURCE CENTER FOR THE HOMELESS

February 1, 2013

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This report was prepared by Dane County Department of Human Services staff  
Approved by the Dane County Homeless Issues Committee – January 29, 2013

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## **Introduction/Background**

The Dane County Department of Human Services was directed to report to the County Board and appropriate committees six weeks before a March 15 deadline to provide a permanent facilities solution and end the temporary services made available at the interim day resource center. The Dane County Board of Supervisors adopted Sub. 2 to Res. 87, 2012-2013 on September 20, 2012, which provided the funding for an interim “winter shelter”. The temporary program began on November 27, 2012 and will continue until March 30, 2013.

This resolution was one of a series of resolutions adopted by the County Board in 2012 which addressed concerns about housing and homelessness. Substitute 1 to Res. 20, 2012-2013, adopted on June 7, 2012, created the Homeless Issues Committee to explore issues of homelessness and their relationship to community service providers and resources. The committee has overseen development of this report and its recommendations.

On September 20, 2012 the County Board adopted Substitute 1 to Res. 84, 2012-2013, which stated the intent of the County Board to support using money from the general levy to provide funds for a day center in the 2013 capital budget cycle, provided funds are also secured by another source, like the City of Madison and/or other non-profit agencies to share total expenses. This resolution also identified several issues of importance to effective operation of a permanent day resource center:

- centrally located, convenient to transit and provide access to showers, restrooms, personal storage space, mailboxes, and computers and phones to connect to employment opportunities, public benefits and other community supports.
- planning in advance: The City of Madison is interested in participating in the upfront discussions about planning and operating such a center, including determining how costs for capital and operating expenses are shared between the county, city, and other entities.
- coordination and locational issues: The City of Madison is interested in the relationship of the proposed center to other existing daytime efforts, such as Hospitality House, the Bethel daytime program, and the Off the Square Club. Development of the day center should involve the existing Continuum of Care group as well as address how a proposed location would fit with nearby activities, residents, and businesses, and identify ways to minimize negative impacts of such a center on its neighbors.
- coordinated intake systems: The City is considering proposals to establish “coordinated intake systems”, as required under the new Federal HUD rules. A city committee’s current recommendation is to conduct an RFP later this year to solicit more thorough proposals to address the goal of coordinated intake.

The center referenced in this resolution is the permanent day resource center recommended by this report.

Resolution 292, 2011-2012, adopted July 12, 2012, recognizes housing as a human right and affirms that providing access to this basic need both temporarily and permanently for those who desire a place of shelter is a priority. The resolution also affirmed commitment to the goal in the Dane County Comprehensive Plan to “promote and support a full range and adequate supply of housing choices throughout the county that meets the needs of persons of all income levels, age groups, household sizes, and persons with special needs”, as well as the policies that accompany that goal. In addition, Res. 292 directed the development of a county housing plan which is to include:

- Include recommendations for strategies both to provide housing units and shelter beds at affordable levels, and to address the need for accessible housing;
- Consider creation of a staff position responsible for housing policy;
- Provide an approach for reducing the number of homeless children in schools in Dane County by 50% by September 1, 2015; increasing the number of single room occupancy housing units by 100 units and the number of housing units affordable to families supporting themselves on SSI or W-2 by 100 units by Sept 1, 2015; and ensuring that no one seeking shelter will be denied access to shelter; and providing additional daytime shelter space in the downtown Madison area;
- Explore creative uses of public and private dollars to increase affordable housing, accessible housing, and shelter beds, to achieve one-to-one replacement of affordable housing removed from the community, and ensure relocation costs or the right to return for those displaced;
- Consider issues and solutions contained in the People’s Affordable Housing Vision
- Further Fair Housing as required by the U.S. Department of Housing and Urban Development
- Recommend policies to prevent foreclosures, evictions, utility shut-offs, criminalization of homelessness, and to help stabilize people in their housing.

**The permanent day resource center is intended to be part of an overall system which is geared toward moving people as quickly as possible from homelessness to employment and permanent housing. One of its primary goals will be to serve as a linkage to a variety of services and resources intended to fulfill the goal of affordable and appropriate housing for families and individuals.**

### **Existing Day Services**

Currently, there are several agencies and programs which provide shelter and other services to homeless individuals and families during the daytime hours. There are several programs which provide meals once or more during the week. Varying levels of health care may be accessible through various centers and programs. There is limited availability of showers in a couple of locations. Porchlight, Inc. operates a day center (Hospitality House) with limited capacity (approximately 40 at any one time), which is also located some distance away from the Capitol Square, providing a range of services and help with referrals to and outreach from other agencies. Computers may also be accessed in some locations such as public libraries and community centers. However, there is no centrally located facility which is able to provide all of these services, or which has a capacity to serve a large number of people at one time.

It was in response to this need for additional capacity and a more comprehensive range of services that the County Board provided funding for, and approved creation of, an interim day resource center to begin operation in fall 2012 continuing until April, 2013. Dane County leased a facility at 827 E. Washington Avenue in the City of Madison for the interim center and, as an extension of its contract with Porchlight for Hospitality House, provided funds for the operation of the center.

The interim center has been extremely successful, operating with a small staff complemented by numerous volunteers. Guests at the center have been engaged in its operation, and its governance (Addendum A includes a summary of this model). The Homeless Issues Committee, and testimony from members of the community, has supported this model of governance. The Request for Proposal process for center operation should address the preference for this type of governance. Volunteers have provided security to assure compatibility with the neighborhood. The center staff have been very successful in working with various community partners and resources in obtaining a wide range of donations. Porchlight has provided bus transportation to guests to assist in moving them between night shelters and the day center. The interim center is generally providing services to approximately 125 or more people per day.

### **Summary of programs in other locations**

In preparing this report, DCDHS staff and the Homeless Issues Committee reviewed programming in several other day centers in Wisconsin and other cities. Most of these programs are privately operated, in privately owned buildings. Many are operated by faith-based organizations.

#### **Milwaukee Repairers of the Breach**

Repairers of the Breach is a daytime shelter and resource center for homeless people in the City of Milwaukee. Established in 1991 as a 501(c)(3) advocacy organization, they acquired a daytime homeless shelter in 1994, and purchased their current shelter facility

in 1997. Homeless members govern our center, creating an atmosphere of dignity and respect. Among the services provided are telephone, message and mailing services, showers, toiletries, seasonal clothing, health and medical clinic, and employment assistance.. Daily usage is approximately 130 – 150 members

#### Kenosha First Step Day Center

The First Step Day Center is a private organization which provides basic services for homeless individuals during the daytime hours when shelters are closed. Services available for the homeless include daytime shelter, clothing, showers, breakfast, lunch and snacks provided daily, message service for those seeking employment or housing, use of phone and address for mailing purpose, computers, free clothing and hygiene items, assistance with resume writing and completing job applications, telephone and message service, use of address for postal needs, local newspaper for employment and housing searches, referrals to local agencies, structured groups and activities, assistance with state ID's and bus tokens. An aftercare program is open to all those currently homeless as well as former guests who obtained housing with dinner and group meetings on a variety of topics, including AODA, bible study, health, job and apartment search assistance.

#### Fort Worth (Texas) Day Resource Center for the Homeless

The Day Resource Center's mission is to provide centralized services and resources for transitioning people out of homelessness. It is the only daytime refuge in Fort Worth, serving individuals living on the streets or in the shelters, and provides case management services, in addition to the essential services such as laundry, showers, health screenings, e-mail/phone/fax, storage for personal items, free haircuts, computer access, intake and referral services, life skills classes, literacy classes. It is located in a building owned by a faith-based organization and operated by a non-profit organization.

#### Tulsa Day Center for the Homeless

This program was originally founded by Tulsa Metropolitan Ministry 1986 in a renovated warehouse.. In 1990, the Night Shelter opened to provide overnight shelter for women, individuals with mental or physical illness and men over 55. In 1995, the Day Center moved into a brand new 24,000 square foot facility. On June 1, 1999 the TMM Day Center for the Homeless became the Tulsa Day Center for the Homeless, Inc. The Day Center is a 501(c)(3) private nonprofit organization.

The services provided by the center include restrooms, shower and toiletry items, laundry services, clothing room, mailing address, locked storage, bus tokens for work and medical appointments, beverages and snacks, case management, community voice mail, telephone, nurses' clinic, life skills classes, and onsite access to other services providers, including Social Security Administration, addiction treatment and recovery, Tulsa Housing Authority, Family and Children's Services, Veterans Administration, Department of Human Services, and Legal Aid Services of Eastern Oklahoma

### Indianapolis Horizon House

Horizon House is the only full-service day center in Indianapolis, serving approximately 200 persons per day. The following services are provided: hospitality/safe haven, basic hygiene & survival supplies, restrooms and showers, laundry, limited food service, mail delivery, property storage, telephones, use of address. Staff are available to make referrals to other resources such as housing and employment assistance.

In addition to those services provided directly by the facility, the following agencies are on-site: IU Medical Group, a fulltime medical clinic staffed with providers who specialize in serving homeless individuals who present unique and complex medical needs; Midtown Mental Health's Homeless Resource Team, providing comprehensive mental health assessment, treatment and medication management; Indiana Legal Services providing legal consultation on civil legal issues such as disability claims and evictions.

Other agencies who provide outreach services at the center include: Marion County Probation (the homeless team), staff of the Veterans Administration (homeless outreach), Hoosier Veterans Assistance Foundation, and the Marion County Health Department (public health medical providers and outreach workers).

### Rockford – The Carpenter’s Place

Carpenter’s Place (CP) was established in June 2000 to provide a central, day-time center for people who are homeless. The facility has a large Day Room with a home-style atmosphere, case management area, bathrooms, showers, storage for personal belongings, kitchen, classrooms, art room, laundry facility, donation room, and office space. The Day Room is open from 8:30 a.m. until 3:30 p.m., Monday through Friday.

In June 2002, Linhowe Ministries, Inc. established Carpenter's Place through seed money from a private donation. A comprehensive development plan was initiated. This plan seeks to create a diversified funding base through government, foundation and corporation grants, church giving, individual donors, major gift donors, planned giving, and event fundraising.

CP offers a non-threatening, safe, daytime, drop-in center with a home-like atmosphere with basic necessities like: shower facilities, storage of belongings, a mailing address, phone calls, laundry service.

For those in Case Management, CP staff works with each Guest to develop a personal Life Recovery Plan that addresses key areas of life and maps a direction to a brighter future. An array of support and education groups, voluntary spiritual support, and linkage within as well as outside of the local community are also offered and coordinated.

Carpenter's Place occupies the entire second floor of an 1870's building consisting of 12,000 square feet. The area is divided into lobby, day room, multipurpose room, offices, arts and crafts room, storage, and various meeting rooms. The basement is used for storage of donated furniture and household items that are given to the homeless when housing is secured for them.

The Carpenter's Place operates a Day Room with an open door policy as the first step to engaging a street person in the process of improving their life situation. Any person who is homeless may come into the Day Room, as long as they are not violent or intoxicated, and receive a lunch ticket for 7 days. After 7 days they must meet with a case manager, if they have not already done so, to continue receiving a lunch ticket.

The Day Room is a safe, structured space where people who live on the street can seek shelter for the day in a positive environment. An average of 90 – 100 Guests per day make use of the Day Room. Practical and essential basic services are coordinated by Day Room staff and include: A comfortable common gathering area with tables and chairs, lunch, shower, a change of clothing, telephone for appropriate local calls, message service for appropriate messages, referrals, and positive conversation.

By first meeting these most basic human needs, CP provides an atmosphere that allows the homeless person to focus on something other than moment-to-moment survival. Through the encouragement of Day Room staff, and seeing their peers attain levels of success, Guests are encouraged to actively participate with case managers and develop their own individualized Life Recovery Plan for success.

### **Recommended Services and Facility Attributes for a Permanent Day Resource Center**

The Homeless Issues Committee discussed the desirable services that should be made available at the permanent day resource center in Dane County. Some of these items are in part dependent on the attributes of the facility which is ultimately acquired to host the programming.

Check-in desk	Children's area/child care
Multi-purpose rooms	Private offices/meeting rooms
Rooms for quiet resting	Computer lab
Mail/message center	Telephone access center
Day room	Kitchen and food storage
Meals	Haircuts
Showers (including private and accessible)	Laundry
Storage for personal items	Garden
Outdoor area	

It is recognized that the availability of a children's area and/or child care services may be limited by the open nature of the facility – that some of the visitors may not be appropriate in an area for child care. The preference in this report is to state that, at least ideally, there would be resources available at some level for young children who may be at the center with their parents or guardians. Whether this would be simply an area or

room in the facility which has resources for children, such as books, games and toys, or a more formal setting with some level of provided staff, will need to be determined after a facility and an operator for the resource center are selected.

One of the needs identified in current resources is for sleeping space for second and third shift workers. These individuals are currently general not served by the overnight sheltering system due to the specific hours of admission and operation. While it is not recommended that shelter beds be provided at the day resource center, it is desirable that a limited number of quiet rooms be available for those who may need to rest during the day.

A mix of multi-purpose rooms, private offices and meeting rooms is desirable. Space is desirable for larger group meetings as well as small discussions. Offices should be available where confidential conferences can occur between guests and services providers, outreach workers, etc.

Outside space is desirable both for those seeking to simply be outside, as well as for a designated smoking area.

The following services should be provided in readily available space at the day resource center on a frequent, regularly scheduled basis, using community resources:

Legal services  
AODA services

Mental health services  
Health/medical facilities

Convenient availability of low cost or free mass transit is extremely desirable and important for the effective operation of the day resource center. Siting the facility on, or very near, main bus routes will be a key criteria for the location of the facility. In addition, availability of bus passes or other ready access to transportation will be important. In addition, innovative use of bicycle transportation options would be desirable.

The Homeless Services Consortium, a partnership of service provider agencies, funders, and advocates, is working to organize and implement a coordinated intake system for services to homeless persons. The federal Department of Housing and Urban Development is fostering the creation of coordinated intake systems. There seems to be an emerging consensus among participants in the Dane County system that a day resource center can play a key role in anchoring the coordinated intake system. As the permanent center is organized, the ability to host such a coordinated intake system, but from a facility and programmatic standpoint, is considered essential.

### **Background on siting and location**

The County considered several sites for the location of the interim day resource center. There were strengths and weaknesses with each. In some cases, neighbors were

reluctant to have the center located in their area. In some cases, nearby businesses were concerned about the impact the center might have. One promising location presented challenges from the standpoint of being able to work through the city's zoning and conditional use process quickly enough to open in a timely fashion, by the time cold weather arrived.

In determining a location for the permanent center, adequate notice to the public and affected neighborhood is important, as well as beginning the approval process as early as possible, if necessary for zoning compliance.

### Criteria for siting

The Committee considered the following to be important considerations for the choice of a building and location of the permanent day resource center:

- Central/Isthmus location
- Near bike path and major bus route
- Proximity to compatible services
- Sensitivity to nearby services/facilities
- Commercial or mixed-use area
- Appropriate zoning
- 4-8,000 sq. ft. minimum

General location:      From First Street on the East to Randall St. on the West  
                                    Between the lakes to Wingra Drive south on Park Street

The consensus is that a downtown or central location is preferable for several reasons. Many of the potential users of the center use the downtown night shelter system. All of the emergency overnight shelters are located very near to the Capitol Square. Other services which are used by the homeless are also most often located downtown. Access to major bus routes is crucial for access to employment opportunities as well as a range of services. There may be sites outside the general boundaries described above that could be effective for the center, but it is likely there would have to be special advantages with that site or facility.

Choosing a location that already has the appropriate zoning would almost certainly allow the facility to be opened for business sooner than if a zoning change or conditional use approval had to be sought. If such approvals are needed, sufficient time and effort must be allowed for in the timeline for opening.

The temporary day resource center is located in a building using approximately 5,215 square feet, including mechanical spaces, restrooms, kitchen, and corridors. The "usable" area (less corridors and circulation space) is approximately 3,200 square feet. It is very likely that the permanent center will need more space to provide all of the services that are desirable.

**Process for siting**

- County real estate staff search
- Consult with local officials to identify potential sites
- Request for Proposals (optional)
- Input from temporary resource center operator
- Public hearing(s) prior to acquisition to get community input on general location or specific sites
- Neighborhood meetings for each prospective site
- Identify location – seek county board approval
- Application for zoning/conditional use if necessary (10 weeks lead time)

**Timeline**

The following outlines a general framework for moving forward with the process of opening the permanent day resource center, including some key dates:

Temporary facility closes	March 30
RFP released for operator	March 1
RFP released for facility (optional)	March 1
Location determined/facility leased or purchased	May 1
Operator selected/contract negotiated	May 1
Renovations completed	October 15
Permanent facility opens	November 1

Although there is satisfaction with the management of the interim center under Porchlight, there is a general consensus that the county should proceed with a Request for Proposals to seek a contract provider for the management of the permanent center. Typically, an RFP is “open” for responses for approximately 30 days, and then at minimum another 30 days would be expected to review and score the proposals,

interview applicants, select a successful bidder and negotiate a contract. The final contract would have to be approved by the County Board, and that approval process, including review and approval by multiple committees and approval by the County Board, would take at least one month.

County real estate staff are already looking for potential sites for a permanent center. They have consulted with City of Madison real estate staff to identify potential sites. In some cases, the county has used the Request for Proposal process successfully to site facilities. There may be some advantages to doing so again. However, it isn't clear that it will be necessary for this process. If an RFP process is going to be used, that process should be undertaken as quickly as possible in order to stay within a timeline of opening the permanent center no later than November 1.

### **Funding and Governance**

While the county has appropriated \$600,000 in the 2013 Capital Budget for acquisition of a site, it is anticipated, and perhaps desirable, that a mix of funding sources be used for the ongoing operation of the day resource center. Both Dane County and the City of Madison included relatively small amounts of funding in their 2013 budgets for operational expenses for a day center (\$30,000-County, \$25,000-City). A provider agency that submitted a bid to operate the center could bring additional resources to the table, which might include not only revenues for operations, but perhaps also a facility solution or some other contribution to facilities costs. A consortium of agencies and entities with different areas of expertise and resources might seek to operate the day resource center together.

Much of the current shelter system is supported by a varying mix of City of Madison, Dane County, privately raised, and federal funds. This cooperative funding mix for the permanent day resource center is consistent with the existing system and would provide for the cooperative linkages which currently exist through the Madison/Dane County Continuum of Care and the Homeless Services Consortium.

## **ADDENDUM A**

### ***Relationship-Based Community Justice***

As practiced by the staff at the current Daytime Warming Shelter, our programming is centered on the practice of creating mutual respect and an uplifting atmosphere. Below are some key aspects of this practice.

#### **Townhall meetings**

From the start of the Daytime Warming Shelter we have focused on building investment from participants. We have had regular Town Hall meetings to give updates and receive feedback. This gives people a sense of belonging and ownership. People speak out about concerns they have and how we can all work together to ensure we have a thriving facility.

#### **Volunteer roles and Leadership**

Our center is largely run by residents playing committed volunteer roles. We have asked people to volunteer to run the kitchen, the computer room, donation table, neighborhood watch, welcome table and cleaning. Staff support and manage the operations, but give lots of leadership responsibility to volunteers who work, in most cases, 40-50 hours doing these roles. In addition to the core volunteers, over 150 people have volunteered in some way to keep the shelter going.

#### **Advisory Council**

The core volunteers and a few other residents are part of an Advisory Council to discuss the operations of the Shelter. This group meets weekly and are people that staff check in with regularly to discuss questions and concerns that come up. We think it is invaluable to have people who are directly effected to consult with for their opinion on questions about how the shelter is operating.

#### **Conflict resolution trainings**

All residents are encouraged to attend our regular conflict resolution trainings. We rely on residents to assist in minimizing conflict when it starts and especially before it starts. We ask people to look out for their friends and keep one another calm. Staff handle most conflicts that get to the point of loud yelling and arguing, or any physical contact.

#### **Uplifting culture**

Again, “stop it before it starts” is our main motto. The best way to do this is to create a culture that is uplifting where people feel very respectful and positive. If people are in good moods, respect one another and feel their self-esteem lifted, there is going to be less conflict. Having appropriate resources, interest groups, support groups, volunteer opportunities, townhall meetings, and leading with a warm and welcoming presence is key to this.

**Relationships:**

The staff work to make people feel respected and welcome. We work to learn people's names and as much of their situation as they want to share. We go out of our way to provide what resources people need whether that is helping get a pair of socks, or signing a lease to their own apartment. We see this as an opportunity to connect and support people in living a more healthy and full life. Having respect from the residents helps when negotiating conflict. People generally want to be respectful of staff, one another and the space because they appreciate the space and feel appreciated.

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**NOT TO SCALE**

**LEGEND**

A - PROPOSED DAY CENTER (FORMER MESSNER BUILDING APPROX. 19,000 s.f.)

B - AUXILIARY BUILDING (FORMER REPAIR SHOP)

C - HOUSING UNIT (NOT INCLUDED IN PROJECT)

PL-1 - MAIN PARKING LOT

PL-2 - REAR PARKING LOT

Approx. Property Line

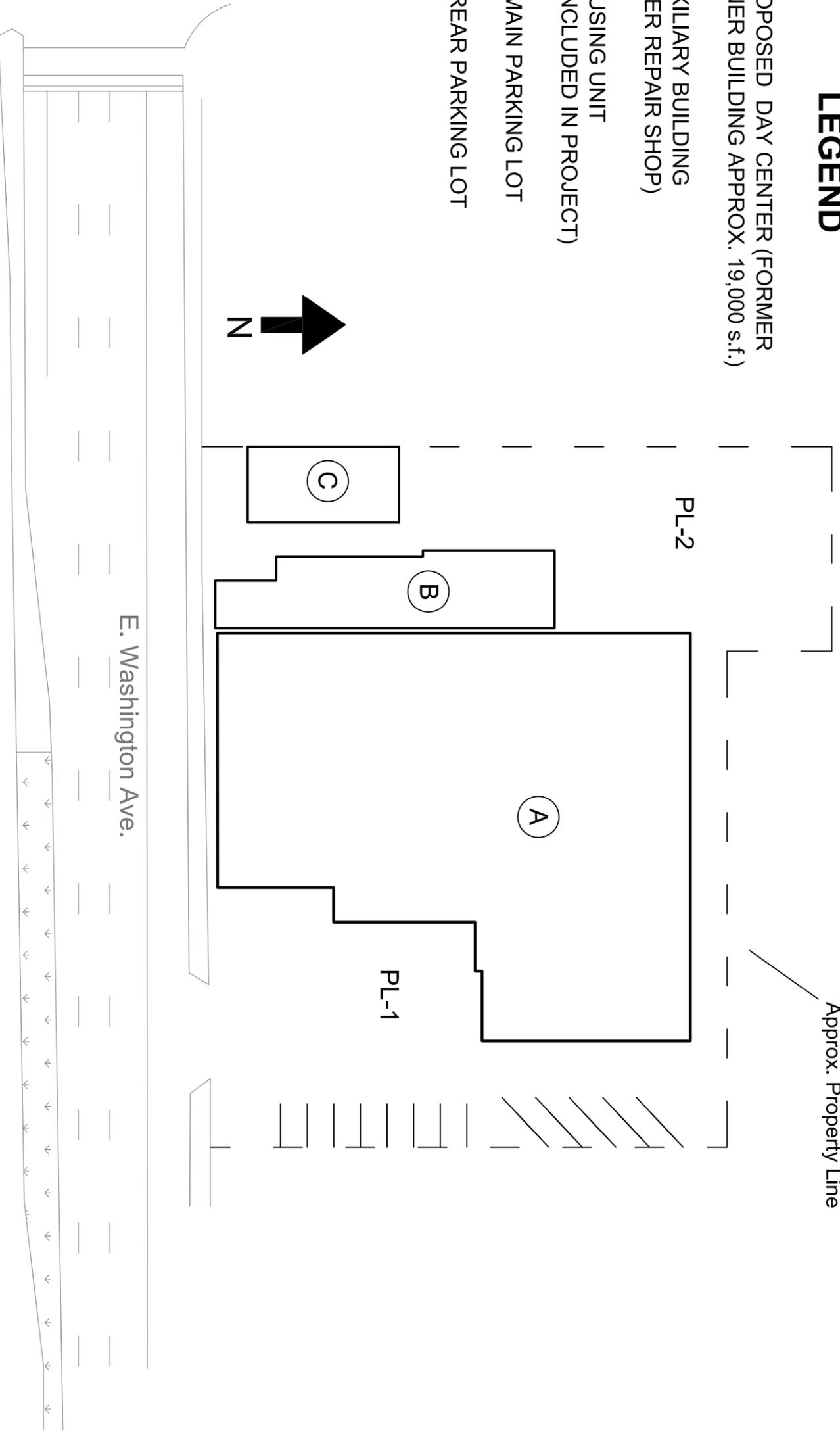


FIGURE 1

Revisions

Approved By: JEU

Drawn By: MM

Design By: JEU

Scale: N/A

Date: 10/9/15

Bid No.: 315048

DEPARTMENT OF PUBLIC WORKS  
DANE COUNTY WISCONSIN

SITE LAYOUT- HOMELESS RESOURCES DAY CENTER  
1326 E. WASHINGTON AVE.  
MADISON, WISCONSIN

Sheet 1 of 1