



RFP NO. 318001

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. 318001
JAIL CONSOLIDATION
CONSTRUCTION MANAGEMENT SERVICES
PUBLIC SAFETY BUILDING
115 WEST DOTY STREET
MADISON, WISCONSIN

Due Date / Time: **TUESDAY, MARCH 13, 2018 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

SCOTT CARLSON, PROJECT MANAGER
TELEPHONE NO.: 608/266-4179
FAX NO.: 608/267-1533
E-MAIL: CARLSON.SCOTT@COUNTYOFDANE.COM

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Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Assistant Director
Rob Nebel

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

January 16, 2018

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 318001 to provide professional construction management services for the Jail Consolidation project at the Public Safety Building. The Proposals are due on or before **2:00 p.m., Tuesday, March 13, 2018**. No performance bond is required for this project.

The project is to provide construction management services as Owner's agent and advocate for the design and construction of the Jail Consolidation project in Madison, Wisconsin. The project consists of consolidating the Public Safety Building Jail, the City-County Building Jail & the Ferris Huber Center. There are other Dane County Sheriff's Office divisions & services areas that will be modified by this project as well. This project will add four floors on to the existing Public Safety Building at 115 West Doty St., Madison, WI.

SPECIAL INSTRUCTIONS

Please be sure to complete one (1) unbound original and five (5) 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.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 318001
Jail Consolidation - Construction Management
2:00 p.m., Tuesday, March 13, 2018"
5. Deliver to:
Scott Carlson, P.E., CEM
Project Manager
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 Scott Carlson at 608/266-4179 or send email to carlson.scott@countyofdane.com.

Sincerely,

Scott Carlson, P.E., CEM

Project Manager

Enclosure: Request for Proposals No. 318001 Package

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- Fair Labor Practices Certification
- Sample Construction Management Professional Services Agreement
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- Appendix I:
 - Dane County Jail Update Study - Option 3 Final Report

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, MARCH 13, 2018

REQUEST FOR PROPOSALS NO. 318001

JAIL CONSOLIDATION - CONSTRUCTION MANAGEMENT SERVICES

PUBLIC SAFETY BUILDING

115 WEST DOTY STREET

MADISON, WISCONSIN

Dane County is inviting Proposals for professional construction management services for the addition of four floors to the Public Safety Building & consolidating three of the Sheriff's existing facilities into one. These services shall include planning, organizing, leading and controlling the progress of the project and coordinating the County's needs and approvals between the architect / engineer and general contractor during design and construction. 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 January 16, 2018** by downloading it from bids-pwht.countyofdane.com. Please call Scott Carlson, Project Manager, at 608/266-4179, 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/Account/Login? or obtain one by calling 608/266-4131.

An informational facility / site tour will be held February 20, 2018 at 10:00 a.m. at the Public Safety Building, starting in the main lobby. Proposers are strongly encouraged to attend this tour. Background Check Forms must be submitted by February 6, 2018 & are mandatory for all who would tour the facility.

PUBLISH: JANUARY 16 & 23, 2018 - WISCONSIN STATE JOURNAL
JANUARY 16 & 23, 2018 - THE DAILY REPORTER



Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Assistant Public Works Director
Rob Nebel

Solid Waste Manager
John Welch, P.E.

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533

www.countyofdane.com/pwht/public_works.aspx

PROPOSAL SIGNATURE PAGE

PROPOSAL NO. 318001

**PROJECT: JAIL CONSOLIDATION - CONSTRUCTION MANAGEMENT
PUBLIC SAFETY BUILDING**

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

SIGNATURE: _____

(Proposal is invalid without signature)

Print or Type Name: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

Receipt of the following addenda and inclusion of their provisions in this Proposal is hereby acknowledged:

Addendum No(s). _____ through _____

Dated _____

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REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional construction management services for the Jail Consolidation.
- B. The Dane County Sheriff's Office (DCSO) currently has three facilities housing inmates. This project will consolidate the Public Safety Building Jail, the City-County Building Jail & the Ferris Huber Center. There are other DCSO divisions & services areas that will be modified by this project as well. The direction of this project is to add four floors on to the existing Public Safety Building at 115 West Doty St., Madison, WI. The existing building has four floors, a basement, a sub-basement & a penthouse & was occupied in 1995. This facility shall remain fully operational during the entire project.
- C. Following the hiring of a Construction Manager (CM), Dane County will hire an architectural / engineering design team (A/E) and a Commissioning Agent to evaluate the 2017 Jail Update Study - Option 3 Final Report and to complete the project from finalizing programming through construction & commissioning. Following the design phases, a General Contractor will be hired to construct the project. The CM will be a part of this General Contractor hiring process as well as fully involved in the design, construction & commissioning phases. The design process may last nine months to a year & the construction process may last two years.
- D. To be considered for this project, the Construction Manager must meet or exceed the following criteria:
 - 1. Each person on the CM project team is either a registered architect or registered professional engineer.
 - 2. Have been in business for a period of not less than five (5) years.
 - 3. Must have been responsible for the management of at least three (3) building addition projects of similar design scope and this jail consolidation project.
 - 4. The CM as the technical advisor and consultant to County shall not be eligible to bid on any contract related to this project, including but not limited to architectural / engineering design work, commissioning work, general contractor or subcontractor. This restriction shall apply to any officer, director, employee, agent or subsidiary of the CM.

2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the Construction Management Professional Services Agreement.
- B. Construction Manager (CM) will be expected to perform the following:
 - 1. Make presentations to appropriate groups, and prepare appropriate presentation materials.
 - 2. Schedule and coordinate design and construction meetings with County staff, A/E design team, and others as needed or requested by the County, to complete all aspects of this project.

3. Review design documents during their development and advise the County and A/E design team on proposed site use and building improvements including selection of materials and building systems and equipment.
4. Prepare and periodically update the project schedule.
5. Provide recommendations on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction costs.
6. Review, analyze & provide feedback on estimates of construction cost.
7. Prepare and distribute meeting minutes as needed for pre-design meetings, schematic design meetings, design development meetings, construction document meetings, and construction administration meetings.

C. Performance of the above shall include the following:

1. Make presentations to appropriate County departments and user groups, and prepare appropriate presentation materials.
2. Meet and confer with regulatory agencies as required to obtain necessary approvals and permits. This shall include, but not limited to, Urban Design Commission, Plan Commission, Landmarks Commission, Zoning, Conditional Use Approvals, Building Inspection Plan Review, Department of Commerce, Department of Natural Resources, Department of Transportation, Fire, Traffic Engineering, Dane County Public Works Engineering Division and similar State, County or City agencies or committees.
3. Meet and confer with the Project Committee on a periodic basis to provide project updates.
4. Meet and confer with County staff and others as needed or requested by the County to complete all aspects of this project.
5. Meet and confer with the Project Planning Team and other Dane County staff as needed or requested by the Project Planning Team, to complete all aspects of this project.
6. Prepare and distribute meeting minutes.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight clearly distinct sections or divisions:
1. Signature Page and Fair Labor Practices Certification, Proposer's cover letter,.
 2. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the management, administration & planning of detention projects and similar facilities. Description must include:
 - a. Experience with, or involvement in developing associated professional design standards, regulations, codes, etc. construction plans, performance metrics, and other construction administration tools;
 - b. Related new construction experience;
 - c. Related facility renovation / remodeling experience; and

- d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
3. Listing of at least three construction projects managed by their company that are similar to the one being proposed. Particular attention will be paid to renovation projects completed at or within an existing building. Listing shall include for each project:
 - a. Brief description of the project including services provided (e.g., structural and / or architectural design review, construction management / administration, etc.);
 - b. Detail the proposing company's role(s) in the project;
 - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
 - d. Start and end dates of services; and
 - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
 4. Description of planning and management techniques to be used in approaching the Work. Close attention will be paid to the CM firm's knowledge and understanding of:
 - a. Remodeling or expansion construction projects within or adjacent to existing operational facilities that operate 24/7;
 - b. Detention facilities with modern physical & mental health care capabilities;
 - c. State and federal statutes, regulations and codes for the same; and
 - d. Specific experience with specialized facilities and populations.
 5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development, design and construction phases, using a theoretical start date of May 30, 2018. Include listing of other consultants who will participate in this Work and their area of expertise.
 6. Details of experience with green building design, high performance buildings and LEED® certification projects and procedures.
 7. Fee for services stated as fixed fee.
 8. State clearly any limitations you wish to include in *Construction Management 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%
Project Personnel	20%
Past Project References	15%
Planning Process	10%
Interview Q & A	10%
Pricing / Cost Proposal	15%
Total	100%

5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Construction Management Professional Services Agreement*.
- B. Fee for services stated as fixed fee. Include hourly rates for staff if additional or fewer meetings are required.

6. SITE / FACILITY TOUR

- A. A proposing company site / facility tour will be held on February 20, 2018 at 10:00 a.m. at the Public Safety Building, 115 W Doty St., Madison, Wisconsin, starting in the main lobby. This cursory tour will go until approximately 11:30 a.m. Proposing companies are strongly encouraged to see the site & attend this tour, however attendance is optional. Background Check Forms must be submitted by February 6, 2018 & are mandatory for all who would tour the facility.

7. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available building site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected CM firm. These drawings and specifications may not be complete or in an as-built condition.

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>
January 16, 2018	Construction Management RFP issued
February 6, 2018	Background Check (Jail Access) Forms due
February 20, 2018 - 10:00 a.m.	Site / Facility tour
February 27, 2018 - 2:00 p.m.	Written inquiries due
March 5, 2018	Final Addendum published (if necessary)
March 13, 2018 - 2:00 p.m.	Proposals due
April 4, 2018 (estimated)	Oral presentations / interviews for invited proposing companies
May 30, 2018 (estimated)	Notification of intent to award sent out
Feb - Jun 2018 (estimated)	A/E RFP issued & selection process
Jun 2018 - Mar 2019 (estimated)	Design Phases
Mar 2019 - Dec 2020 (estimated)	Bidding-Construction-Start Up Phases

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 Scott Carlson, Public Works Project Manager, 608/266-4179, carlson.scott@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, March 13, 2018.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. 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) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

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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 a 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.nlr.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.09 is as follows:

- (1) 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 Controller 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
CONSTRUCTION MANAGEMENT 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 "CM" shall be governed by the following Terms and Conditions.
- 1.B. The CM 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 CM shall serve as the professional technical advisor, manager and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the CM 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 CM is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. The CM as the technical advisor and consultant to County shall not be eligible to bid on any contract related to this project, including but not limited to architectural / engineering design work, commissioning work, general contractor or subcontractor. This restriction shall apply to any officer, director, employee, agent or subsidiary of the CM.
- 1.E. 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.
- 1.F. By accepting this Agreement, the CM 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.G. The CM 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.H. Not Used.
- 1.I. Not Used.
- 1.J. The CM may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.K. In the performance of this Agreement, the CM 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 CM 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 CM 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.

1.L. For this project the following terms will be in use:

- 1.L.1) Project Planning Team = Dane County staff from the Dane County Sheriff's Office, Public Works Engineering Division, Administration, County Executive's Office, the architect / engineering design team (A/E), a commissioning agent & the CM. Occasionally, others may be asked to join or provide input to this team.
- 1.L.2) Project Committee = a group of individuals selected by the Chair of the Public Protection & Judiciary Committee & the Sheriff. The CM shall be present & provide input for the meetings of this group. Plan two meetings

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

2.A. General:

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

Pre-Design Phase
Schematic Design Phase
Design Development Phase
Construction Documents Phase
Bidding Phase
Construction Phase - Administration of the Construction Contract

2.A.2) The "General Tasks" described after Phase VI (Construction), and any additional services that may be authorized pursuant to Article 4.D., and shall be performed by the CM as principal.

2.A.3) An assigned COUNTY Public Works Project Manager will be the CM'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.4) The CM shall create a log of all COUNTY, A/E and CM generated 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.5) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Phase I - Pre-Design:

2.B.1) The CM 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.

2.B.2) Review all pre-design information provided by the COUNTY, Dane County Sheriff's Office (DCSO) and A/E.

2.B.3) Meet and confer as needed at review meetings with representatives of the COUNTY and A/E during preparation of proposed programming & space use planning.

2.B.4) Not Used.

- 2.B.5) Review & evaluate the cost model budget presented in the Option 3 Final Report & compare to historical benchmark data of similar projects. This will establish budgets for each building system for targeting and guiding Schematic Design.
- 2.B.6) Develop total project budget based on cost model budget for construction costs and allowances for all indirect costs to the project based on input from the COUNTY and other Project Planning Team members. The Total Project Budget Summary will be reviewed regularly with the Owner and updated with each subsequent cost estimate and any changes to indirect costs/budgets.
- 2.B.7) Develop a summary level project schedule for all aspects of the project beginning in Pre-Design through completion of construction. The project schedule shall specify all major milestones required to continue the project progress to assure successful and timely completion. The project schedule will be distributed and followed by all Project Planning Team members.
- 2.B.8) Attend & participate in up to two (2) Project Planning Team meetings during this Phase.
- 2.B.9) Not Used.

2.C. Phase II - Schematic Design:

- 2.C.1) Review all design information provided by the COUNTY, DCSO & A/E.
- 2.C.2) Review, critique & provide feedback on the detailed Schematic Design cost estimate developed by the A/E for the project, based on the Schematic Design documents issued by the A/E. This analysis will be reviewed by the COUNTY, DCSO & A/E in detail and shall be reflected in the updated Total Project Budget Summary.
- 2.C.3) Develop & maintain a Log of Value Engineering Options that can advise the COUNTY, DCSO & A/E of various design and construction alternates. These alternates shall address and consider costs related to efficiency, life cycle costs of equipment & systems, maintenance, energy, and operation. The Log of Value Engineering Options may be used during the duration of design until the completion of the Construction Documents.
- 2.C.4) Update the schedule for the project indicating the expected progress of the work for the project.
- 2.C.5) Meet and confer with COUNTY, DCSO, A/E and others as necessary to ensure that all design approvals and other schedule completion aspects of the schematic design phase proceed according to the project schedule. The COUNTY & DCSO will make final design approvals.
- 2.C.6) Attend & participate in up to four (4) Project Planning Team meetings (every other week) during this Phase and provide input and feedback on design, cost and schedule issues.
- 2.C.7) Attend up to three (3) Project Committee meetings during this Phase & answer questions & provide feedback on the project.

2.D. Phase III - Design Development:

- 2.D.1) Review all design information provided by the COUNTY, DCSO & A/E.
- 2.D.2) Meet with the COUNTY, DCSO & A/E to coordinate selection of mechanical, electrical & piping systems and components. The A/E and COUNTY will make selection of systems and components.
- 2.D.3) The major design features and systems that must be evaluated include, but are not limited to:

- Site & civil related work (e.g., utilities, stormwater management, erosion control)
- Structural systems
- Building wall and roofing systems
- Building configuration
- Heating, ventilating and air conditioning
- Plumbing
- Electrical
- Lighting systems
- Life safety systems

- 2.D.4) Review, critique & provide feedback on the detailed Design Development cost estimate developed by the A/E for the project, based on the Design Development documents issued by the A/E. This analysis will be reviewed by the COUNTY, DCSO & A/E in detail and shall be reflected in the updated Total Project Budget Summary.

- 2.D.5) Update the schedule for the project indicating the expected progress of the work for the project.

- 2.D.6) Update the Log of Value Engineering Options to reflect any changes to the cost of various design and construction alternates. These alternates shall address and consider costs related to efficiency, life cycle costs of equipment & systems, maintenance, energy, and operation. The Log of Value Engineering Options may be used during the duration of design until the completion of the Construction Documents.

- 2.D.7) Perform a thorough document review & confirm that all systems are completely defined as required for the DCSO's operations and future maintenance. Notify the COUNTY & A/E of any gaps within the design documents for resolution during the construction documentation. This review shall also confirm 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.7) a. 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.

- 2.D.7) b. 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.7) c. Analyze the biddability and constructability of the project within the time allowed by COUNTY
 - 2.D.7) d. Identify & report on 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.7) e. As a safeguard against unforeseen bidding conditions, the CM may recommend appropriate alternate bids for COUNTY's consideration.
- 2.D.8) The CM shall give attention during design meetings & document reviews to the following 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

SAMPLE

2.D.9) Attend & participate in up to six (6) Project Planning Team meetings (every three (3) weeks) during this Phase and provide input and feedback on the project.

2.D.10) Attend up to two (2) Project Committee meetings during this Phase & answer questions & provide feedback on the project.

2.E. Phase IV - Construction Documents:

- 2.E.1) Respond to inquiries from the A/E as the A/E prepares Construction Documents for the project.
- 2.E.2) Attend & participate in up to five (5) Project Planning Team meetings (every other week) and provide input and feedback on the project.
- 2.E.3) Review all design information provided by the COUNTY, DCSO & A/E.
- 2.E.4) Review the draft & final construction documents issued by the A/E. Expect Construction Documents reviews at 60%, 95% & Final.
 - 2.E.4) a. The goal is to develop a biddable and constructible project, compliant with all applicable building and safety codes.
 - 2.E.4) b. This review is intended to check the progress of the documents and project scope to assure that the Design Development cost estimate remains current.
 - 2.E.4) c. Identify any shifts / changes to the documents and develop associated costs of significant new / revised elements for review with the COUNTY, DCSO & A/E.

- 2.E.4) d. Plans, elevations and sections shall be sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- 2.E.4) e. Details, diagrams, schedules, photo reproductions and other graphic methods shall be appropriate to define work required to be performed to accomplish the purposes of the project.
- 2.E.4) f. Description of existing conditions of site and / or structures shall be with sufficient clarity to permit their use without ambiguity in the bidding and construction process.
- 2.E.5) Update the schedule for the project indicating the expected progress of the work for the project.
- 2.E.6) Review and update the Log of Value Engineering Options to reflect any changes to the cost of various design and construction alternates. Confirm list of alternates that will be incorporated into the Construction Documents as alternate bids with the COUNTY, DCSO & A/E.
- 2.E.7) The CM shall compile and include in the Construction Documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- 2.E.8) The CM shall work with the COUNTY & DCSO to issue a list of recommended changes / corrections to be incorporated in the final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.
- 2.E.9) The CM shall assist the COUNTY in preparation and assembly of the final specifications. The CM shall develop detailed scope of work documentation for each specification section to assure that all general conditions and work coordination items are included in the Construction Documents. The CM shall also provide the COUNTY with specifications to request contractors bidding on the project to provide a quality management plan for the project.
- 2.E.10) Review all COUNTY contractual language to assure that all cost and schedule items are addressed appropriately and incorporated in the Construction Documents.
- 2.E.11) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, DCSO & CM, if needed, to finalize and prepare for publication of the final Construction Documents, with any conditions required by COUNTY.

2.F. Phase V - Bidding:

- 2.F.1) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.F.2) The CM shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
- 2.F.3) The CM shall review all pre-bid questions from contractors & answers from the COUNTY & A/E. The COUNTY & A/E shall prepare any addenda necessary & distribute as appropriate.
- 2.F.4) The CM shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
- 2.F.5) The CM shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
- 2.F.6) In the event that there is a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then the CM shall review, analyze & report on A/E's construction bulletin(s) to add deleted program work back into the project.
- 2.F.7) Attend & participate in up to two (2) project meetings during this Phase (including the pre-bid meeting) and provide input and feedback on the project.

2.G. Phase VI - Construction - Administration of the Construction Contract:

- 2.G.1) The Construction Phase will commence with the award of the Public Works Construction Contract and will terminate when the COUNTY accepts the construction.
- 2.G.2) The CM, as the representative of the COUNTY during the Construction Phase, shall advise and consult with the CONTRACTOR. The CM shall have the authority to act on behalf of the COUNTY to the extent provided in the COUNTY's Construction Documents.
- 2.G.3) The CM shall at all times have site access to the Work.
- 2.G.4) The CM shall attend construction meetings. Such meetings shall be held at regular two (2) week intervals plus additional meetings as may be required to maintain progress of the Work. The CM shall make periodic visits to the site as necessary to maintain familiarity with the progress and quality of the work and to determine in general if the Work is proceeding in accordance with the Construction Documents.
 - 2.G.4) a. The CM is expected to be on-site 16 hours per week during the first quarter (13 weeks) of the project.
 - 2.G.4) b. The CM is expected to be on-site 32 hours per week during the second quarter (13 weeks) of the project.

- 2.G.4) c. The CM is expected to be on-site full time during the third through the eighth quarters of the project.
- 2.G.5) The CM shall be available as needed to report to the Project Planning Team on claims of the COUNTY, A/E or CONTRACTOR relating to change orders and the execution and progress of the work and on all other matters or questions related thereto. The CM in coordination with the A/E shall review all change order requests to verify scope and validity.
- 2.G.6) The CM shall provide the COUNTY (prior to the Bidding Phase) with specifications for the COUNTY to request a quality management plan for the Work as part of the CONTRACTOR's work. If the COUNTY chooses to require the CONTRACTOR to provide and utilize a quality management plan for the Project, the CM shall monitor the CONTRACTOR's implementation of the quality management plan for the Work.
- 2.G.7) The CM shall have authority to reject work that does not conform to the project's Construction Documents. Whenever, in the CM's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Construction Documents, with the approval of the COUNTY's Project Manager, the CM will have authority to require special inspection or testing of any work in accordance with the provisions of the construction documents whether or not such work be then fabricated, installed or completed. The cost of such special inspection or testing shall not be borne by the CM.
- 2.G.8) The CM shall receive a copy of all CONTRACTOR's submittals such as shop drawings, product data, and samples and identify issues and make recommendations regarding such to the COUNTY's Project Manager.
- 2.G.9) The CM shall receive a copy of all supplemental drawings, specifications, and interpretations, prepared by the A/E, in response to requests for information and clarification by CONTRACTOR. The CM shall review this documentation and provide feedback when issues are identified.
- 2.G.10) The CM shall receive a copy of reports prepared by the Commissioning Agent. The CM shall review this documentation and provide feedback when issues are identified, and assist in determining the appropriate course of action to assure that all deficiencies are resolved appropriately and that the contractual obligations of the CONTRACTOR are upheld.
- 2.G.11) The CM shall track all costs (both construction and indirect costs) as they are incurred during the project and review the Total Project Budget Summary with the COUNTY on a regular basis to assure that the project is remaining on budget and alert the COUNTY to any instances when there are issues with the budget.
- 2.G.12) The CM shall continue to track and update the summary level project schedule throughout construction to assure that project completion is achieved in a timely manner and with the expectations of the COUNTY.
- 2.G.13) The CM, in coordination with the A/E and Commissioning Agent, shall conduct construction observations to determine the dates of substantial completion / occupancy and final completion, substantiated by punch lists, shall receive and review written guarantees and related documents assembled by the CONTRACTOR.

2.G.14) The CM shall coordinate with the A/E and Commissioning Agent to review and approve for reasonable accuracy and completeness, the CONTRACTOR's submission of "as-built" drawings and operations and maintenance manuals and transmit same to the COUNTY prior to certification of the CONTRACTOR's application for final payment.

2.G.15) CM shall review all periodic Certificates of Payment submitted by the CONTRACTOR and then submit each Certificate to the COUNTY's Project Manager with a recommendation to make payment or not make payment.

2.G.16) The CM's recommendation that the COUNTY make payment on a Certificate of Payment shall not be a representation that the CM has:

2.G.16) a. Made exhaustive or continuous on-site inspections to check the quality or quantity of construction;

2.G.16) b. Reviewed construction means, methods, techniques, sequences for the CONTRACTOR's own work, or procedures;

2.G.16) c. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the COUNTY to substantiate the CONTRACTOR's right to payment; or

2.G.16) d. Ascertained how or for what purpose the CONTRACTOR has used money previously paid on account of the CONTRACTOR's Contract Sum.

2.G.17) The CM shall review the safety programs developed by the CONTRACTOR solely for the purpose of comparing the safety programs with those of the subcontractors and advising the COUNTY of any construction safety concerns. The CM's responsibilities for reviewing these safety programs shall not extend to direct control over or charge of the acts or omissions of the CONTRACTOR, subcontractors, agents or employees of the CONTRACTOR or subcontractors, or any other persons performing portions of the Work and not directly employed by the CM.

2.G.18) With respect to the CONTRACTOR's own work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the CONTRACTOR or its subcontractors, since these are solely the CONTRACTOR's responsibility under the Public Works Construction Contract. The CM shall not be responsible for the CONTRACTOR's failure to carry out construction in accordance with the respective construction documents, except when acting as the COUNTY's representative under Article 2.G., Paragraphs 2, 4, 7 & 10 and any other provision of this Professional Services Agreement where the CM is performing tasks on behalf of the COUNTY and such tasks have a direct effect on the CONTRACTOR's work. The CM shall not have control over or charge of acts or omissions of the CONTRACTOR, its subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the CM.

2.G.19) An assigned COUNTY Project Manager will be responsible for arranging and conducting construction-related meetings as required and act as the point of

contact for the construction contractors. The CM shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.

2.G.19) a. Following construction site visits, the CM shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. The CM shall submit the reports within three (3) business days of the site visit by the CM's representative.

2.G.19) b. Should the CM become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager & A/E shall be immediately notified in writing. It is appropriate for the CM to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY & CM. The A/E shall furnish such data as necessary to inform COUNTY & A/E of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the CM's recommendation. This assumption of responsibility by COUNTY shall not relieve the CM or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

2.H. General Tasks:

2.H.1) All tasks outlined in phases I through VI above shall include the following:

2.H.1) a. Review design documents during their development and advise the COUNTY & A/E on proposed site use and building improvements including selection of materials and building systems and equipment. This review shall focus on insuring clarity, consistency, and constructability and compliance with the objectives of the project. The CM's action in reviewing the design documents and in making recommendations to the COUNTY & A/E under this paragraph is advisory only, and any such advice or recommendations must be weighed and ultimately approved by the A/E of record.

2.H.1) b. Provide recommendations on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction costs. Include costs of alternate designs or materials, preliminary budgets, life cycle data, and potential construction cost reductions.

2.H.1) c. Provide recommendations and information to the COUNTY regarding the assignment of responsibilities for temporary construction facilities and equipment, materials and services for common use of CONTRACTOR. Verify that such requirements and assignment of responsibilities are included in the Construction Documents.

2.H.1) d. The CM shall ensure the project complies with Wisconsin Department of Corrections (DOC) Administrative Code 350.

2.H.1) e. Assist the COUNTY in selecting, retaining, and coordinating the professional services of surveyors, special consultants, and testing laboratory services as required for the project.

2.H.1) f. Meet and confer with the Project Planning Team as needed on a periodic basis to provide project updates.

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 CM data known to COUNTY or requested by the CM, which may be needed for the fulfillment of the professional responsibility of the CM. 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 CM shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement.

3.D. NOT USED.

3.E. COUNTY will examine documents submitted by the CM and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the CM's work.

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 & CM, COUNTY & A/E, and between COUNTY & CONTRACTOR.

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. CM 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 CM a lump sum fee of \$[REDACTED].

4.A.1) a. The CM 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 January 16, 2018, including any subsequent Addenda.

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

4.A.1) c. The estimated construction budget for this project is \$50,190,000. This amount excludes all construction costs of contingency and unless stated otherwise in this Agreement, hazardous materials abatement or remediation.

4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Agreement and approved by COUNTY.

4.A.3) In the event the lowest acceptable construction bids exceed the fixed limit of construction, as shown above plus any COUNTY increases approved before bidding, COUNTY will do one or more of the following:

4.A.3) a. Cooperate in revising the project scope and quality as required to reduce the project cost;

4.A.3) b. Authorize the rebidding of the project within a reasonable time; and / or

4.A.3) c. Give written approval of an increase in such fixed limit.

4.A.4) In the case of 4.A.3.a. above, the A/E shall revise the drawings and specifications as necessary to bring the construction cost within the fixed limit.

4.A.5) In the case of 4.A.3.a. or 4.A.3.b. above, no additional fees will be allowed for rebidding or for an increase in allocated funds.

4.B. Additional or fewer meetings may be required as the project progresses. Meetings will be billed at fixed rates & added or deducted from the Lump Sum Fee. The CM'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 \$[] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

[]

[]

[]

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

Senior construction manager: \$[] per hour

Junior construction manager: \$[] 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) No Reimbursable Expenses will be allowed on this project. Any expenses associated with this project 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 CM'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 CM, 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 CM's Agreement.

- 4.D.1) a. Reviewing 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) b. Reviewing 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) c. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

- 4.D.1) d. Providing services other than corrective design work and record documents, after final payment to the CONTRACTOR.

- 4.D.1) e. 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) f. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the CM is party thereto.

- 4.D.1) g. Providing historical preservation research or documentation.

- 4.D.1) h. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

- 4.D.1) i. Participation in post-project evaluations.

- 4.D.1) j. Preparing multiple bid packages.

4.E. Payments to the CM:

- 4.E.1) Payments of the CM'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.

Phase I. Pre-Design	10%
Phase II. Schematic Design	20%
Phase III. Design Development	30%
Phase IV. Construction Documents	45%
Phase V. Bidding	50%
Phase VI. Construction	100%

- 4.E.2) No more than ninety percent (90%) of the CM's fee shall be paid out prior to substantial completion / occupancy 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 CM, 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 CM as defined in Article 4.D., will be made monthly upon request.
- 4.E.4) An CM 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 CM may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the CM. COUNTY will notify the CM in writing of the alleged, specific damages and amounts involved, on a timely basis.
- 4.E.5) Payments to the CM will not be withheld due to disputes between CONTRACTOR and COUNTY.
- 4.E.6) If the project is suspended for more than three (3) months in whole or in part, the CM 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 CM's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the CM'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 CM.

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 CM. In the event of termination, the CM 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. Not Used.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.A. All approved copies of shop drawings and other such documents prepared by the CM or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the CM'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 CM.

7.C. NOT USED.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

8.A. CM 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 CM 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 CM under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

9.A. The CM 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 CM shall provide up-to-date, accurate professional liability information on the CM's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the CM 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 CM shall not cancel or materially alter this coverage without prior written approval by COUNTY. The CM shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. The CM 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 CM'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 CM 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. CM 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 CM 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 CM 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 CM 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 CM'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 CM.

- 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, CM 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). CM 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 CM has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the CM 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. CM 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. CM 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 CM 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 CM 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 CM's Plan is sufficient.

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

12.B.3) CM shall post the Equal Opportunity Policy, the name of CM'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. CM 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) CM 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) CM 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 CM agrees to make available for County inspection the CM's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of CM contain any false, misleading or fraudulent information, or if a CM fails to comply with the provisions of s. 25.13, 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.

ATTACHMENT A

NOT USED

ATTACHMENT B

NOT USED

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM

PURPOSE

25.13 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 25.13 “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 25.13 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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SUPPLEMENTARY CONDITIONS

1. JAIL ACCESS

- A. The Background Check Form on the following page must be filled out before access can be granted to the Dane County Jail. Visiting the site is strongly suggested, but not mandatory before proposing on this project. Submitting Background Check Form(s) is mandatory if you plan to tour the facility.
- B. Submit Background Check Form (one form per participant) via fax to Scott Carlson at 608/267-1533 or scan & email it to carlson.scott@countyofdane.com.
- C. In order to be considered & cleared, submit all forms no later than February 6, 2018.
- D. All previous Background Check Forms have been deleted from the system & if any of your staff want access for the pre-proposal tour, they must re-apply for clearance.



PRE-PROPOSAL FACILITY TOUR & MEETING

TUESDAY, FEBRUARY 20, 2018, 10:00 a.m.

JAIL CONSOLIDATION - CONSTRUCTION MANAGEMENT
PUBLIC SAFETY BUILDING
MADISON, WISCONSIN

BACKGROUND CHECK FORM

THIS FORM IS DUE NO LATER THAN FEBRUARY 6, 2018. DO NOT INCLUDE WITH BID.

PLEASE TYPE OR PRINT LEGIBLY

TO BE FILLED OUT FOR EACH TOUR & MEETING PARTICIPANT:

This form is mandatory for each individual intending to tour the facilities. Proposers are required to obtain security clearance for individuals scheduled to attend the on-site tours. A full criminal background check will be performed. No more than three (3) individuals may participate for any one Proposing Company. A government issued photo identification is required to enter the facilities.

First Name		

Middle Name		

Last Name		

Other Names Used		

_____	_____	_____
Date of Birth	Sex	Race

_____	_____	
Driver's License No.	State Issued	

Current Full Address		

Cities & States Lived In, Past 10 Years		

Felony Convictions? (Yes or No)		

If yes, when?		

Misdemeanor Convictions? (Yes or No)		

If yes, when?		

_____	_____	
Today's Date	Bidding Company Name	

Please allow 7 full business days for the background process to be completed. Thank you.

OFFICE USE ONLY

D.O.T.	TICKETS
C.I.B.	JAIL RECORDS
F.B.I.	LOCAL COMPUTER CONTACTS
CCAP	
WARRANTS	

Date Criminal History Run _____

Submit to:

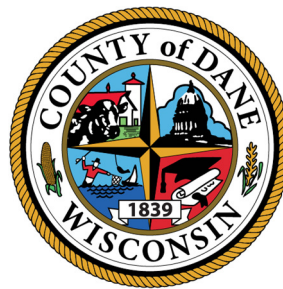


APPENDIX I

**DANE COUNTY JAIL UPDATE STUDY
OPTION 3 FINAL REPORT**

Dane County Jail Update Study

OPTION 3 Final Report



Report prepared by

**Mead
& Hunt**

In association with



June 2017

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I. EXECUTIVE SUMMARY

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A. INTRODUCTION

In December 2016, the Consultants completed the Dane County Jail Update Study Report¹ (the Update Report). The operational and architectural program (the 2016 Program) outlined in the Update Report describes in detail how each jail component is to function as well as the hours of operation, security requirements, and net usable or assignable area (net square footage), and the departmental and overall gross square footage for each component of a consolidated jail facility. As part of the Update Report, two options (Option 1 and Option 2) were considered and evaluated based on the 2016 Program as well as the associated preliminary staffing plan and projected future costs developed from the 2016 Program.

As part of Resolution 2016 RES-599, this report provides the County with a third option (Option 3) for consideration. Option 3 divides the construction of Option 1, outlined in the Update Report, into a minimum of three phases, and is evaluated based on the 2016 Program as well as the associated preliminary staffing plan and projected future costs developed from the 2016 Program. The goal for Option 3 was to realize Option 1 Phase 1 by the end of the second phase in Option 3. For this report, examination of the Option 3 phasing is limited to Phase 1 and Phase 2. It is assumed that the full 2016 Program will not be realized until Phase 3 or later.

Option 3 would maintain the Dane County Jail presence downtown and expand the Public Safety Building (PSB) by building vertically four floors (Phase 1), expand the fifth floor mechanical penthouse, renovate the PSB's 4th floor (Phase 1), relocate the Sheriff's Office and Emergency Management, and renovate the PSB's 1st and 2nd floors (Phase 2), renovate the PSB's 3rd floor (Phase 3 or later), and expand the building's footprint using the PSB's parking lot and possibly the adjacent house (Phase 3 or later).

Effort was made to accommodate the needs and requirements of the Jail system as defined in the 2016 Program within the confines of the expanded PSB building and property. However, certain concessions and limitations were realized. For instance, many of the spaces laid out in the schematic programming are smaller than what is outlined in the 2016 Program. In addition, some functional areas are fragmented due to building floor plate constraints. While the Program will not be fully realized until all phases are eventually built out, each of the phases outlined represent substantial improvements to the current jail system.

B. PHYSICAL PLANT OPTIONS AND COSTS

Option 3 Overview

The Dane County Jail system consists of three buildings: the Public Safety Building, the 6th and 7th floors of the City County Building, and the Ferris Center in the Town of Madison. The Mead and Hunt team has been working diligently for years to develop a comprehensive

¹ Mead & Hunt, Potter Lawson, and Pulitzer/Bogard & Associates, LLC. (2016). Dane County Jail Update Study: Final Report. Madison, WI.

and cost effective long-term solution to deal with Dane County’s aging jail system. A few of the goals of the ongoing study include:

- Replacing the outdated and dangerous cell blocks in the City County Building to improve both staff and inmate safety.
- Providing appropriate medical and mental health housing and programmed space.
- Eliminating or greatly reducing solitary confinement.
- Developing a phased and cost effective solution to meet the long term needs of Dane County in a thoughtful and strategic way.
- Replacing the Ferris Center.

For the purposes of this report, it has been assumed that the design and construction of Phase 2 would not be directly sequential to Phase 1. If Phase 2 is directly sequential to Phase 1, programmed areas that are relocated in Phase 2 may not need to be provided in Phase 1. As the County moves forward with the project, specific issues such as this will be addressed through the design process.

Relocation of the Dane County Sheriff’s Office (DCSO) and the Dane County Emergency Management Office (DCMO)

The displacement of the Sheriff’s Office and Emergency Management and the costs associated with relocating and returning them to the PSB site after Phase 3 is included in Option 3. The three scenarios for the relocation of the Sheriff’s Office full programmed space and Emergency Management are to 1) lease space, 2) remodel the vacated floors of the CCB, and 3) construct a new building on a greenfield site.

Opinion of Probable Costs

The County Board depends on a credible cost projection backed by construction industry research and an understanding of the local construction economy. The following Opinions of Probable Costs for all Options including Option 3 Phases have been derived by these methods and verified with local construction costs for materials, labor and inflation.

Table I.1 – Option 3 Opinion of Probable Costs

OPTION 3	Probable Construction Cost	Estimating Contingency (15%)	Inflation Adj. (4.2%)	Construction Contingency (10%)	Soft Cost (15%)	Project Total Cost
Phase 1	\$50.19M	\$7.53M	\$2.42M	\$6.01M	\$9.02M	\$75.19M
Phase 2	\$15.93M	\$2.39M	\$769K	\$1.91M	\$2.86M	\$23.86M
Total						\$99.05M

Table I.2 – Option 3 Phase 2 DCSO/DCEMO Relocation Opinion of Probable Costs

OPTION 3 Phase 2 DCSO/DCEMO Relocation	Probable Construction Cost	Estimating Contingency (15%)	Inflation Adj. (4.2%)	Construction Contingency (10%)	Soft Cost (25%)	Project Total Cost
Scenario 1 – Leased space, programmed area	n/a	n/a	n/a	n/a	n/a	\$12M to \$14M for 10 years
Cost based on yearly lease rate/SF for 10 years						
Scenario 2 – Remodeled CCB	\$8.69M	\$1.30M	\$420K	\$1.04M	\$2.61M	\$14.07M
Scenario 3 – New facility	\$6.96M	\$871K	\$280K	\$696KM	\$1.74M	\$9.39M

General Notes

- Owner Transition and Project Administration costs have been estimated. These costs may differ for Dane County.
- Land acquisition costs and expenses related to moving the Sheriff’s Office and Emergency Management have been excluded, as they were not part of the scope of the project.

For a detailed explanation of Project and Construction Costs, please refer to page 12 of the Executive Summary in the Dane County Jail Update Study, dated December 2016.

C. STAFFING PLAN AND OPERATING COSTS

For this report, an examination of operational impacts having a staffing implication was conducted for each of the two phases of Option 3 in order to identify and quantify necessary adjustments to the preliminary staffing plan and operating costs developed for the 2016 Program.

Bed Distribution

Critical to jail operations is the type and number of beds provided to meet the specific needs of the inmate population, including meeting specialized needs such as those related to physical and mental health, security/safety, and personal vulnerabilities. Fulfillment of the 2016 Program using a phased approach requires continued use of existing housing in the PSB (Phase 1 and Phase 2), and new housing to be constructed at the PSB (Phase 1, Phase 2, and Phase 3).

Phases 1 and 2 both provide an adequate number of beds specifically designed to accommodate the specialized needs of the projected inmate population. In Phase 1, there will be a deficit of beds for Male GP and Male GP Huber inmates,² which is eliminated in Phase 2. During Phase 1, jail staff will be challenged to keep Male GP Huber inmates from being housed with other inmates, thereby increasing the risk that contraband will be

² There is a deficit of 64 beds – 14 Male GP and 50 Male GP Huber beds.

conveyed into the facility. An overview of the distribution of inmate housing beds – both existing and new – for each phase of Option 3 is displayed in Table I.3.

Table I.3 – Distribution of Inmate Housing Beds – Option 3

Housing Category ³	Phase 1	Phase 2	Phase 3
Male			
8.100 Male Reception >8 Hours (64 Beds, per Update Report)	87	64	64
8.200 Male General Population (GP) (256 Beds)	242	256	256
8.300 Male GP – Flex (64 Bed)	64	64	64
8.400 Male GP Huber (192 Beds)	142	204	192
8.500 Male Restrictive Housing (24 Beds)	24	24	24
9.200 Male Youthful Inmates (24 Beds)	16	16	24
13.300 Male Medical Observation (9 Beds)	9	9	9
13.400 Male Medical GP (28 Beds)	28	28	28
13.500 Male Mental Health (MH) – Acute & Sub-acute (31 Beds)	31	31	31
13.600 Male Mental Health GP (64 Beds)	64	64	64
Total Male Beds (756)	808	760	756
Female			
8.600 Female Reception >8 Hours & GP Huber (48 Beds)	73	48	48
8.700 Female GP – Flex (64 Beds)	64	64	64
9.300 Female Youthful Inmates (16 Beds)	12	12	16
13.300 Female Medical Observation (3 Beds)	3	3	3
13.700 Female Medical/Mental Health – Medical GP, MH Acute, MH Sub-acute, MH GP (57 Beds)	57	57	57
Total Female Beds (188)	208	184	188
Total Beds (944)	916	944	944
Short Term Beds	6	6	-
Grand Total Beds (944)	922	950	944
Delta ⁴	(91)	(63)	(69)

Operational Impacts and Staffing Implications

The focus in this section is identifying operational impacts that have staffing implications, and is not intended to be an exhaustive post-by-post staffing analysis nor a commentary on the degree to which the operational efficacy and efficiencies gained through realization of the 2016 Program will be met or the adequacy of continued use of existing spaces. Unless otherwise noted, the post coverage plan outlined in the preliminary staffing plan developed from the 2016 Program and included in the Update Report is assumed for Option 3.

To operate the jail in Option 3 – a jail that represents the 2016 Program with the operational and staffing adjustments outlined in this report – a total of 330.8 and 326.5 staff (Phase 1 and Phase 2, respectively) is anticipated. These staff represent a net increase of 11.2 and 6.9 FTE (Phase 1 and Phase 2, respectively) over the preliminary staffing plan developed for the 2016 Program.⁵ Key operational and staffing adjustments include:

³ Housing category numbers correspond with housing categories that are described in detail in the 2016 Program.

⁴ Delta represents the difference between the total number of existing beds (1,013) and those beds planned for each phase.

⁵ The preliminary staffing plan developed for the 2016 Program called for a total of 319.6 FTE staff.

1. Elimination of security screening in the public lobby (Phase 1 and Phase 2);
2. Due to the increase in the population being served at the PSB, only video visitation will be available for family and friends (Phase 1);
3. There is an increase in the number of housing pods, which results in an increase in security staff (Phase 1 and Phase 2);
4. There is an increase in the number of housing units (Phase 1 and Phase 2);
5. The number of decentralized program and activities centers for adult inmates decreases (Phase 1 and Phase 2);
6. Utility staff will be assigned by floor, and not by housing unit (Phase 1 and Phase 2); and
7. The number of youthful inmates served decreases (Phase 1 and Phase 2).

Operating Costs

The projected operating costs for Option 3 are based on FY15 dollars – the same FY dollars used to calculate projected operating costs for Option 1 and Option 2. Unless otherwise noted, the assumptions used to calculate the projected operating costs based on the 2016 Program are used to calculate the projected operating costs for Option 3 – Phase 1 and Phase 2. When the operating cost is premised on an average daily population (ADP), it is assumed that the ADP is 757.⁶

A number of factors could serve to decrease the projected future staffing levels and/or operating costs, either in the long term or on a temporary basis. In discussion with Dane County officials, there is a strong likelihood that a number of positions outlined may be reduced, not be authorized, or other provisions are envisioned to fulfill the need. In addition, it is anticipated that revenue may be generated by housing youthful inmates from other Wisconsin jurisdictions. The projected operating budget for each phase of Option 3 was adjusted to reflect these factors.

Table I.4 summarizes Option 1, Option 2, and Option 3's projected staffing and operating costs. It also summarizes and compares the current DCJ's staffing and operating costs with Option 1, Option 2, and Option 3's projected staffing and operating costs as adjusted by Dane County officials. Except for Option 3 Phase 1, the adjusted operating budget for each phase of the three options proposed is less than the current DCJ operating budget, with savings ranging from \$379K to \$798K annually as well as requiring fewer staff than currently authorized.

⁶ 757 represents the ADP for 2015, and was used in the Update Report to calculate current (2015), Option 1, and Option 2 costs. To develop a parallel calculation for the Option 3 costs, the same ADP of 757 is used.

Table I.4 – Staffing and Operating Costs Comparison

	Current DCJ	Option 1		Option 2		Option 3	
		Phase 1	Phase 2	Phase 1	Phase 2	Phase 1	Phase 2
Option 1, Option 2, and Option 3 Projections							
Budget		\$39,023,632	\$38,049,338	\$39,372,401	\$38,049,338	\$39,321,444	\$38,987,860
Total Staff		325.9	334.5	330.2	334.5	330.8	326.5
Dane County Adjustments – Option 1, Option 2, and Option 3							
Budget	\$35,272,618	\$34,893,709	\$34,612,359	\$34,474,321	\$34,612,359	\$35,777,977	\$34,919,471
Total Staff	288.1	285.7	284.3	282.1	284.3	292.9	286.6
Total Beds	1,013	932 ⁷	944	944	944	922	950
Savings	-	(\$378,909)	(\$660,259)	(\$798,297)	(\$660,259)	\$505,359	(\$353,147)

⁷ In Option 1 Phase 1, 6 short-term beds are included, which were not reflected in the Update Report; and the total beds planned for the reuse of existing housing on the 3rd floor is 192. In Option 3 Phase 2, the total beds planned for the reuse of the existing housing on the 3rd floor is 204.

II. PHYSICAL PLANT OPTIONS AND COSTS

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A. OPTION 3 SPECIFICS BY PHASE

Phase One Highlights

- Vertical expansion adding four floors to add various housing units, including medical / mental health, as well as program / activities areas.
- Relocates inmates from both the CCB and Ferris Center to the PSB, including moving inmates into appropriate housing.
- Creates a new Huber entry / exit / changing areas by remodeling a portion of the first floor.

Sub-Basement

This area would remain unaltered.

Basement

This area would remain largely unaltered, with minor remodeling to accommodate food tray prep and scullery to support the increased number of inmates on the additional four floors of inmate housing. Although foodservice will continue to be provided through Consolidated Food Service, space to accommodate tray assembly and scullery is required.

First Floor

This area would be remodeled following relocation of jail administration and medical services from this floor. This would provide new space for a separate Huber entry/exit and changeover space, and Jail Diversion inmate meeting area to reduce the risk of contraband entering the facility. Visitation cannot be expanded in this phase. Therefore, visitation would also be reworked to provide new video visitation booths to accommodate the increased population at the PSB.

Second Floor

This area would remain unaltered.

Third Floor

This area would remain unaltered.

Fourth Floor

This area would be remodeled for general population housing.

Fifth Floor

The existing roof would become the fifth floor, expanding the mechanical penthouse to provide additional mechanical and maintenance space for the additional four floors as well as Security Operation (Cell Entry Team, Armory, and Jail Key Storage), Jail Diversion offices, and a reduced space for Youthful Inmate housing, program and activities, and outdoor exercise.

Sixth Floor

This would be a new floor that includes male general population housing as well as centralized program and services space.

Seventh Floor

This would be a new additional floor for male and female general populations' flex housing units, with a shared centralized program and activities center area.

Eighth Floor

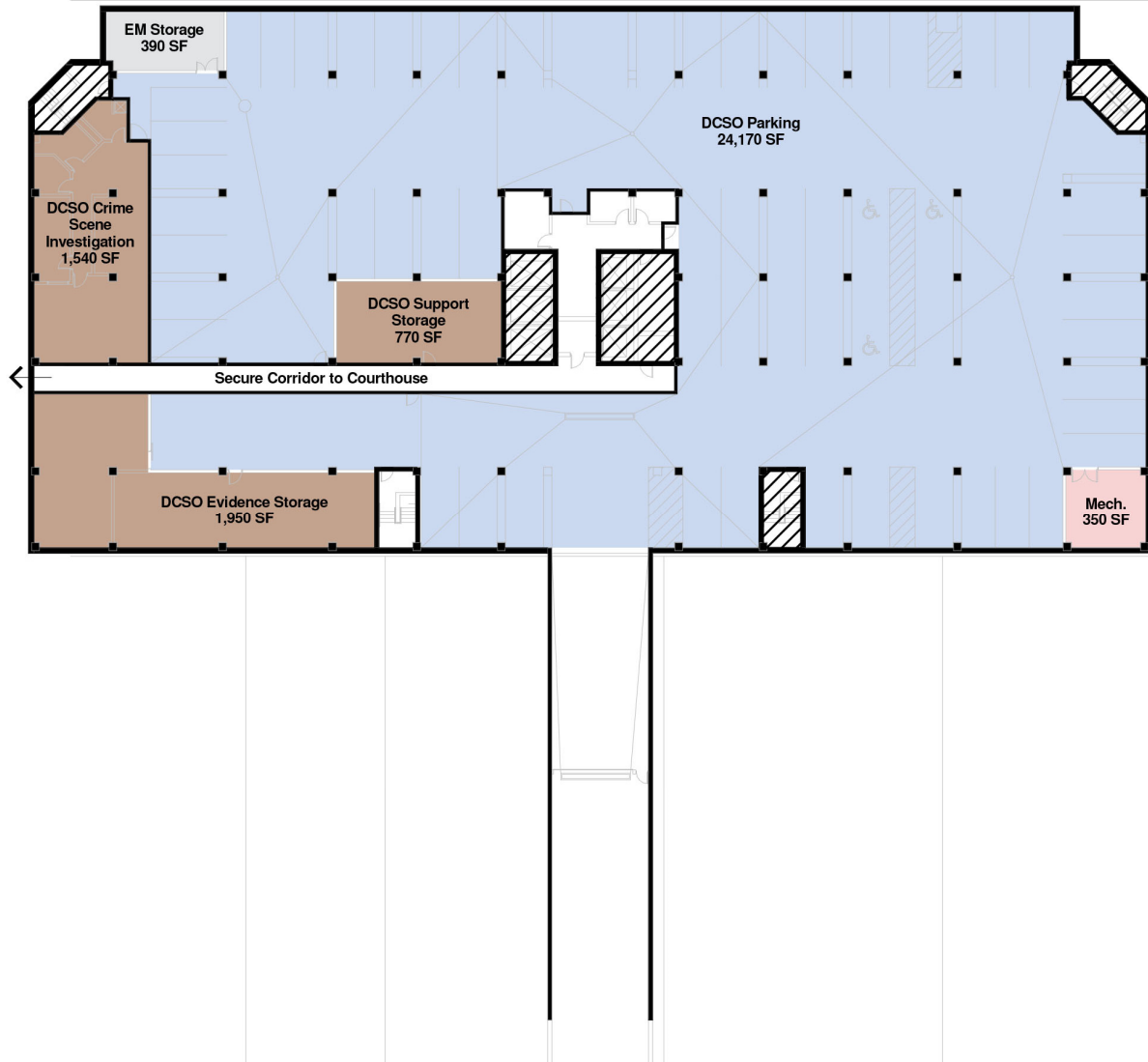
This would be a new floor for two mental health general population housing units along with a reduced medical decentralized program and activities center and medical administrative support services. In addition, Restrictive Housing, as well as centralized program and services space, would be located on this.

Ninth Floor

This would be a new floor for Medical/Mental Health housing, including male and female acute and sub-acute mental health housing, male and female medical observation, and male and female medical general population housing. Outpatient clinical services along with some medical and mental health administrative support service would also be located on this floor.

Roof Level

This area would house the mechanical and elevator penthouse for new mechanical equipment to handle the addition, as well as potential sustainable features, such as green roof, solar PV panels, and/or solar hot water panels.



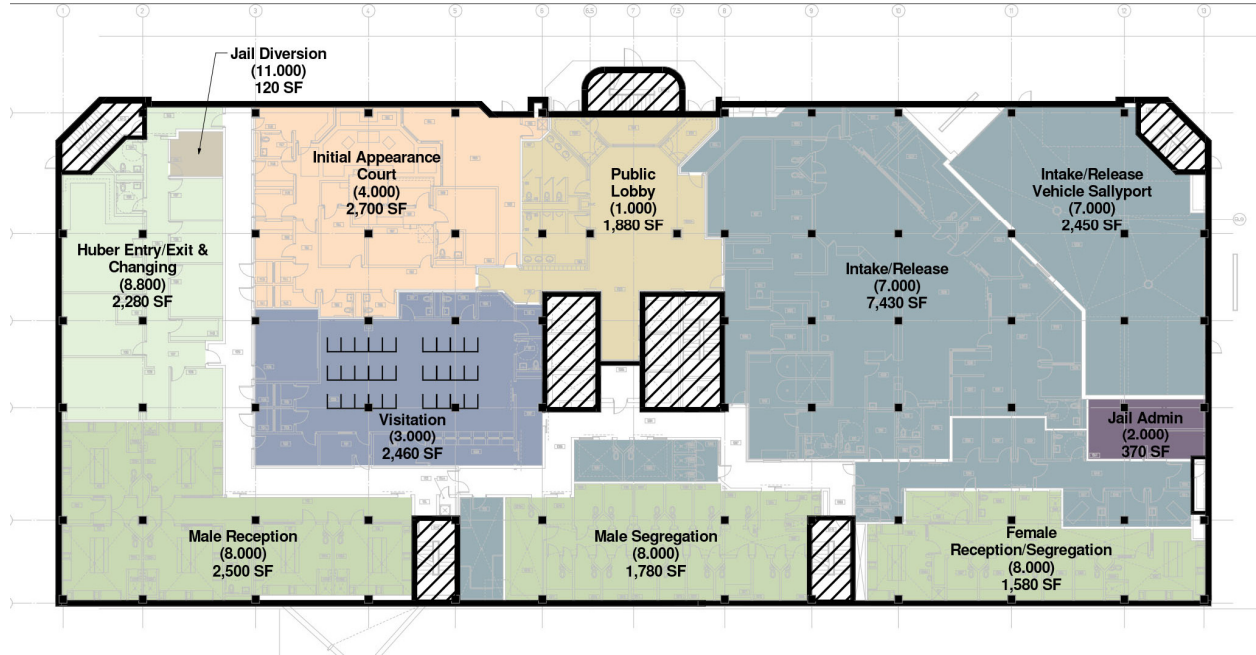
Sub-Basement Floor Plan - Option 3 - Phase 1

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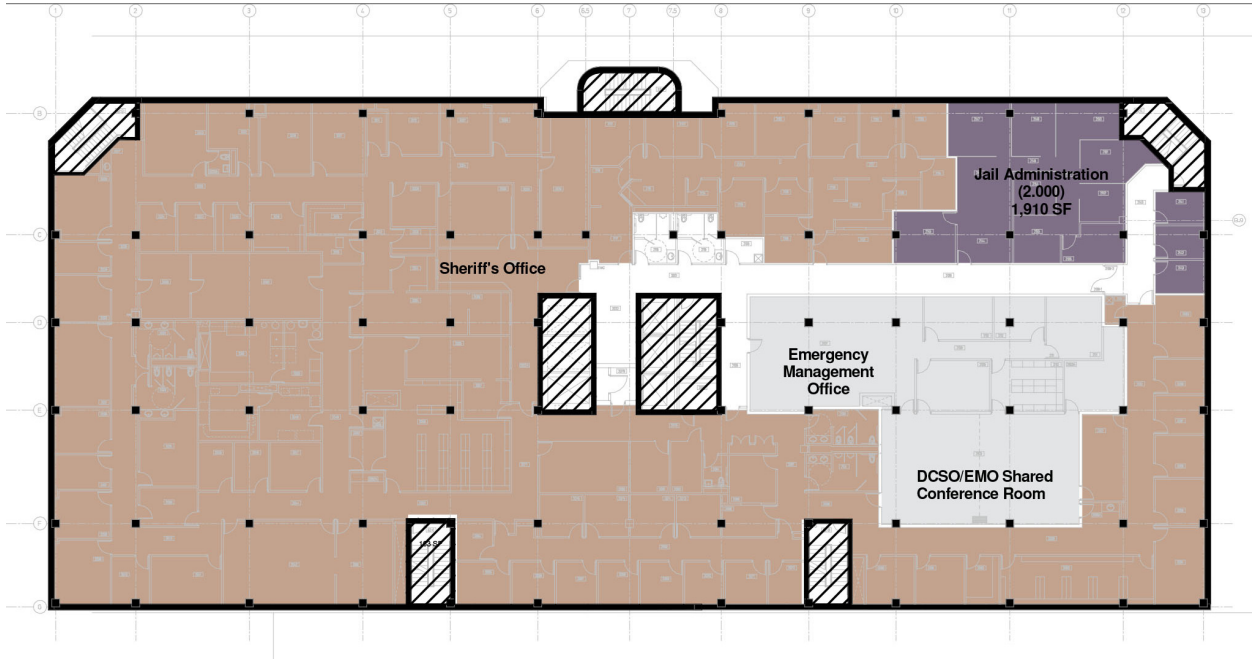
Basement Floor Plan - Option 3 - Phase 1

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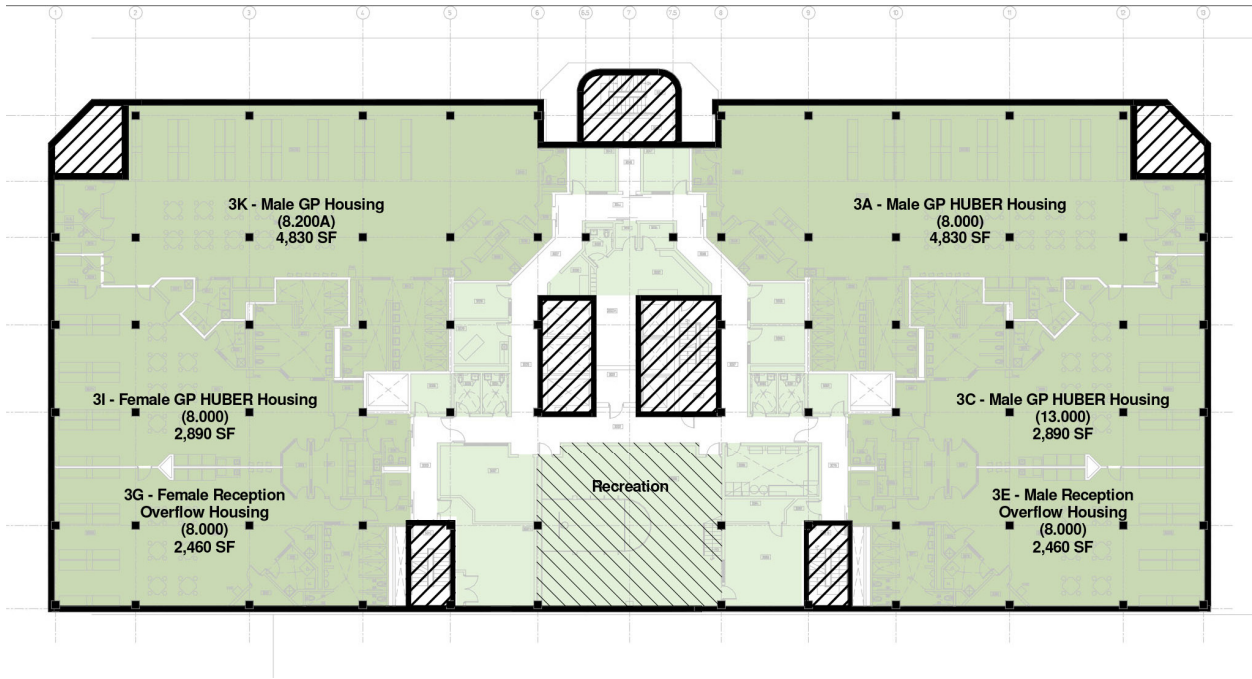
First Floor Plan - Option 3 - Phase 1

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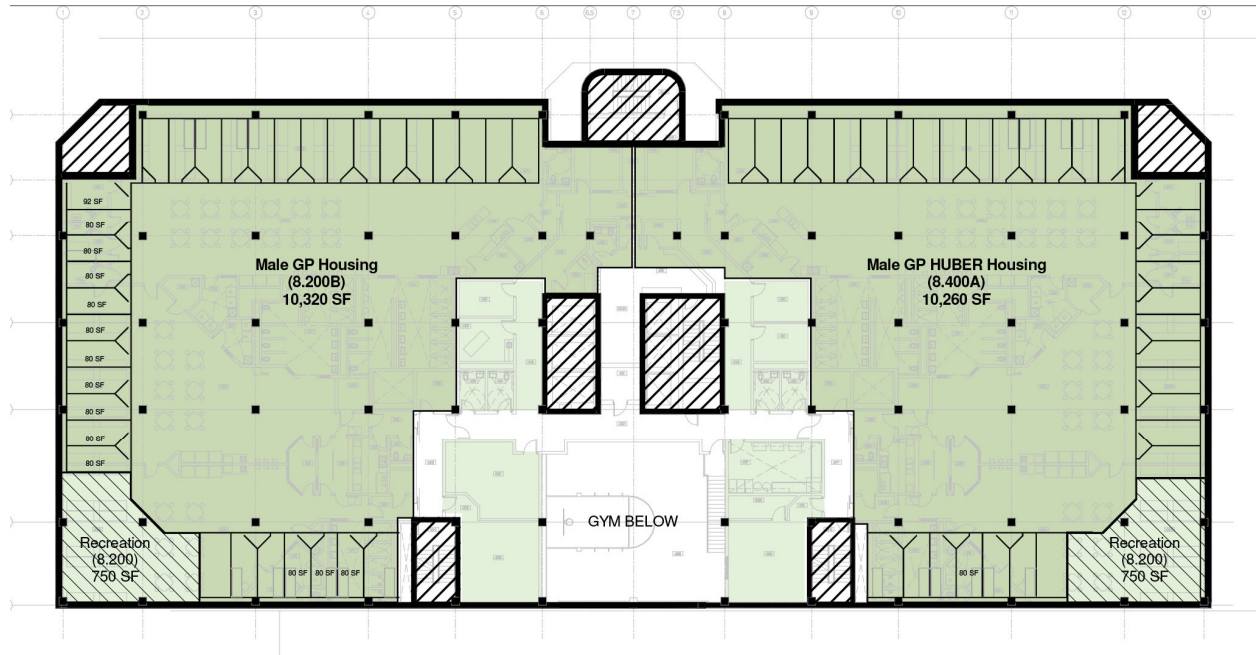
Second Floor Plan - Option 3 - Phase 1

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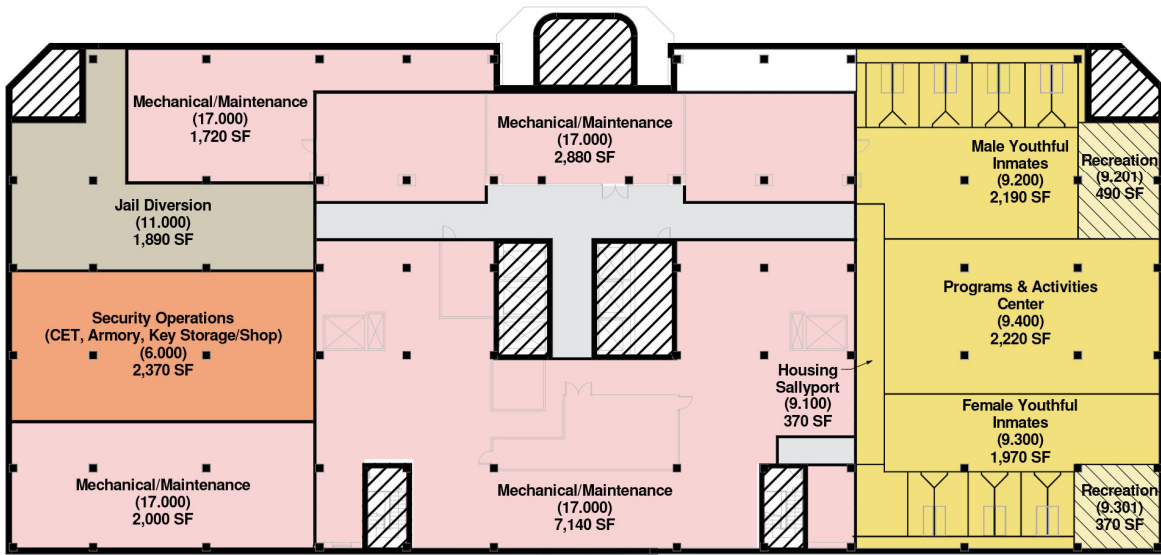
Third Floor Plan - Option 3 - Phase 1

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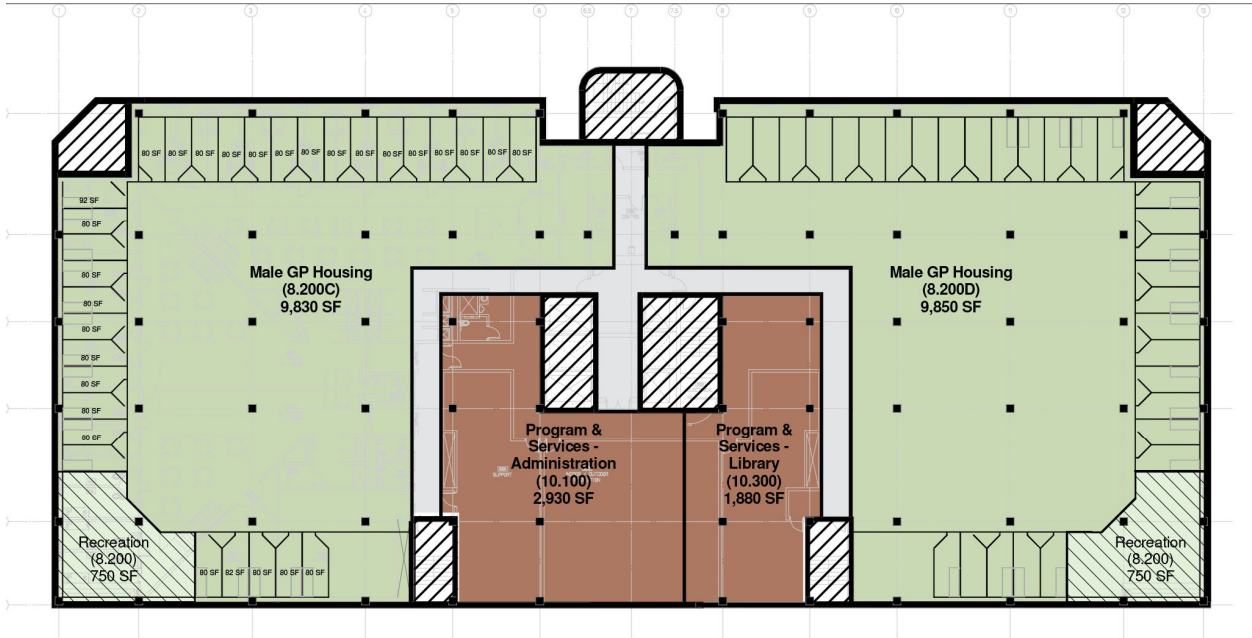
Fourth Floor Plan - Option 3 - Phase 1

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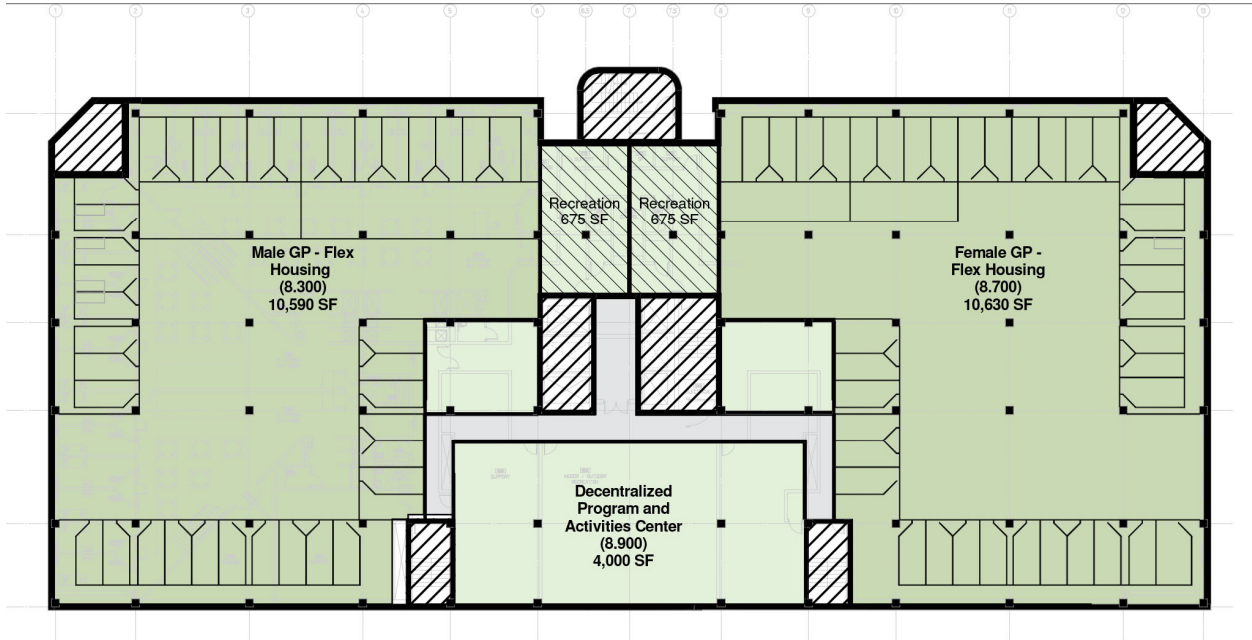
Fifth Floor Plan - Option 3 - Phase 1

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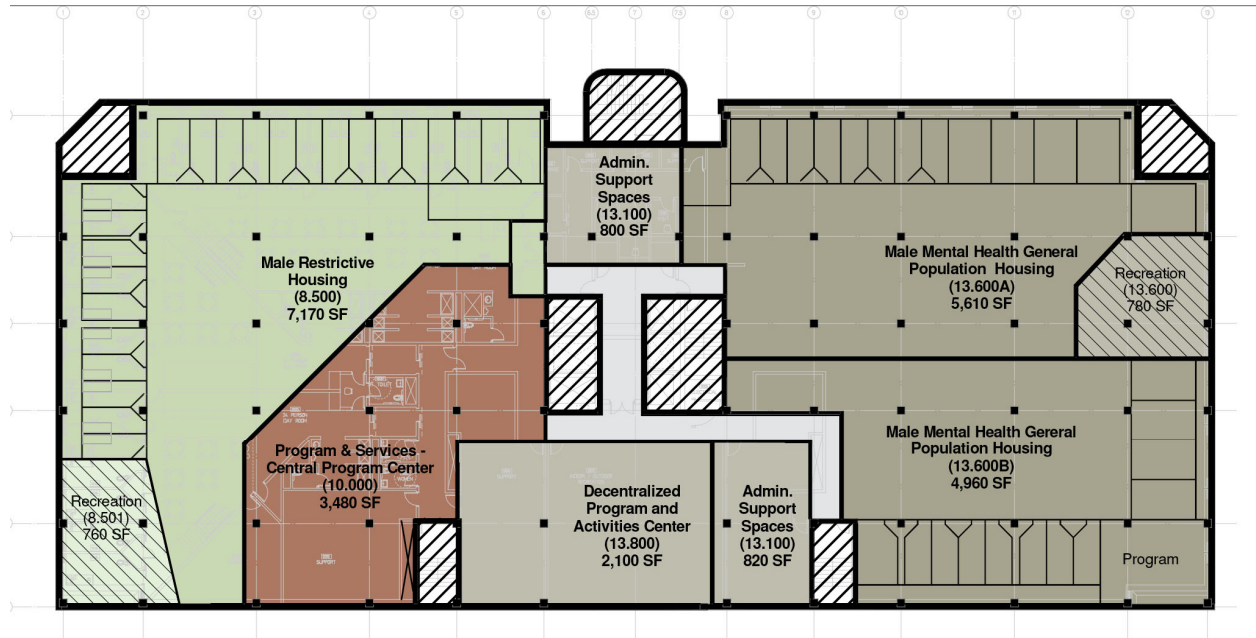
Sixth Floor Plan - Option 3 - Phase 1

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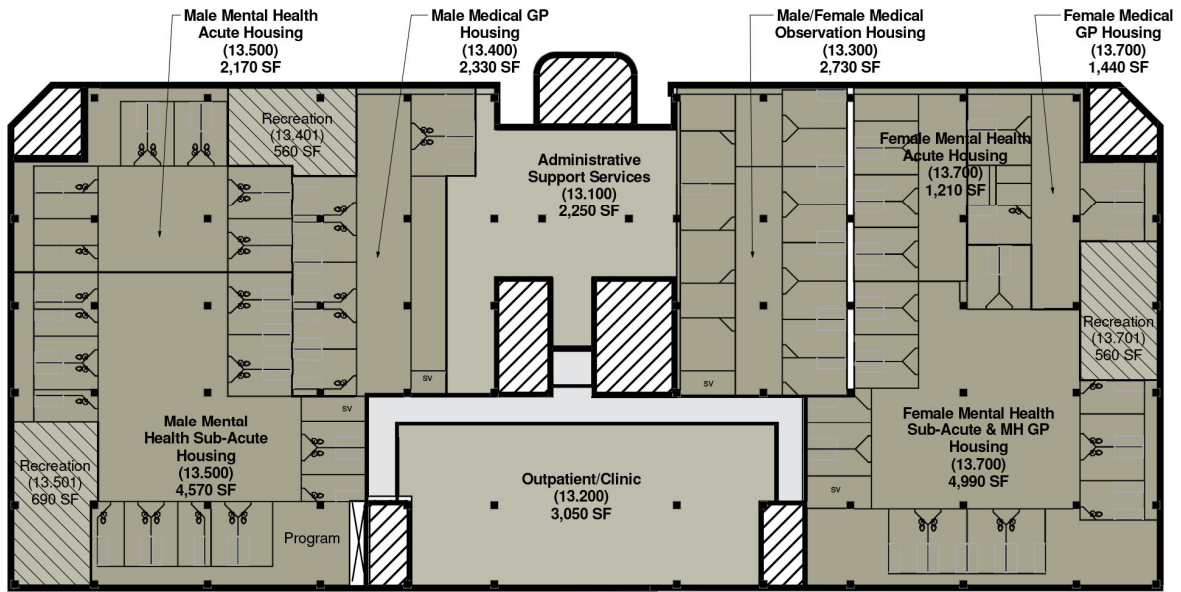
Seventh Floor Plan - Option 3 - Phase 1

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Eighth Floor Plan - Option 1 - Phase 1

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Ninth Floor Plan - Option 3 - Phase 1

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Phase Two Highlights

- Expands intake / release and visitation on the first floor.
- Relocates the Sheriff's Office and Emergency Management Office from the second floor to an offsite location (three scenarios outlined at the end of this section).
- Vacated second floor space to be remodeled for Reception housing.

Sub-Basement

This area would remain unaltered.

Basement

The areas vacated by the classification space would be used to expand the mail room.

First Floor

Following the relocation of Intake Reception and Segregation Cells and Dorms, the first floor would be remodeled and reconfigured. Visitation would expand allowing for video visitation, contact visiting and non-contact visitation. The Intake/Release area would be expanded to foster better staff interaction with the public, allow for inmate screening that maintains confidentiality and allows for changing inmates over to reduce the risk of contraband entering the facility while providing more secure holding.

Second Floor

This floor would be remodeled for male and female reception housing, and provide areas for centralized program and services space. Additional jail administration space would be provided following relocation on the second floor.

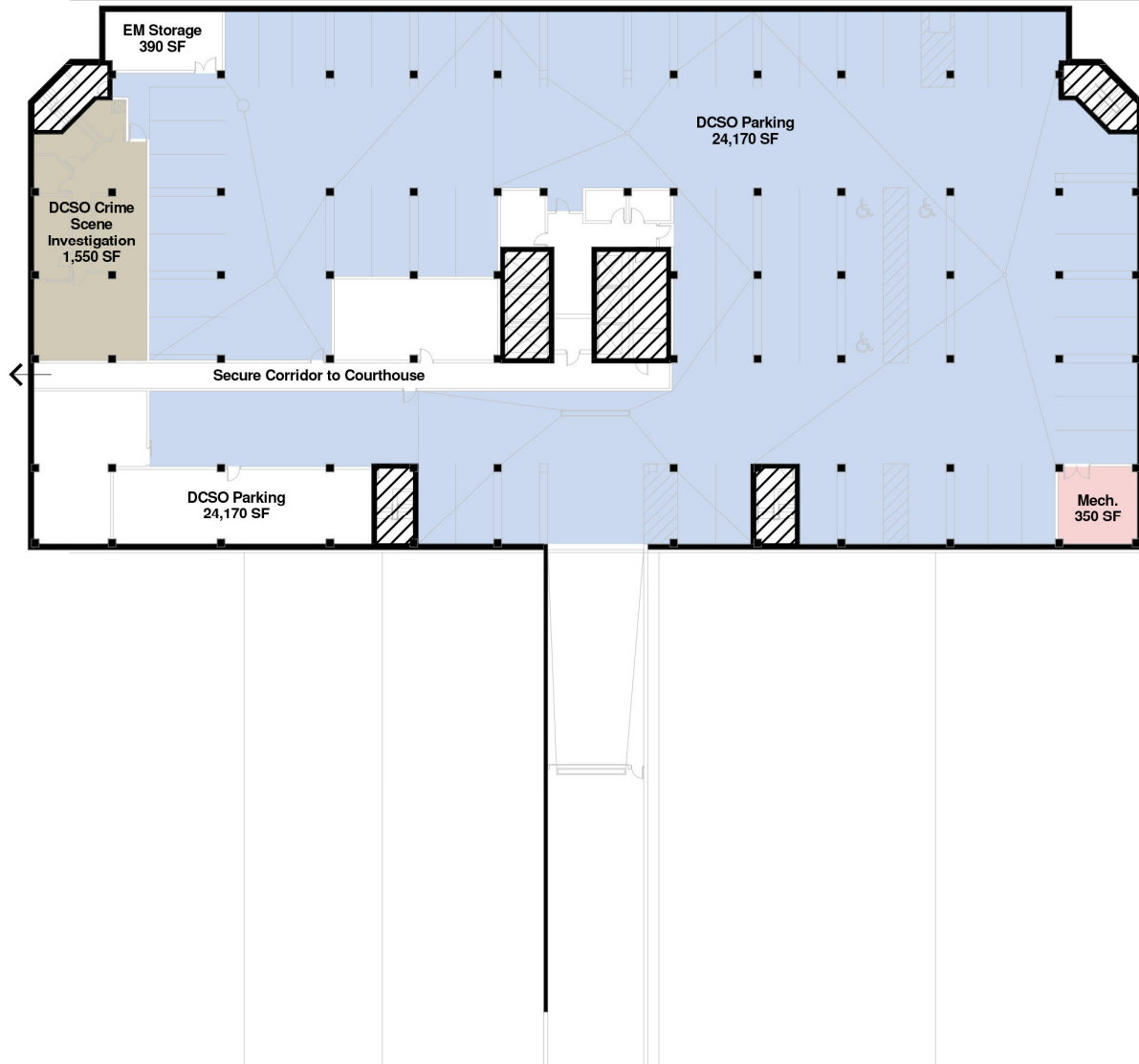
Third Floor

This area would receive minimal remodeling, including removing a dividing wall between units to increase visibility for staff observation.

Fourth – Ninth Floors

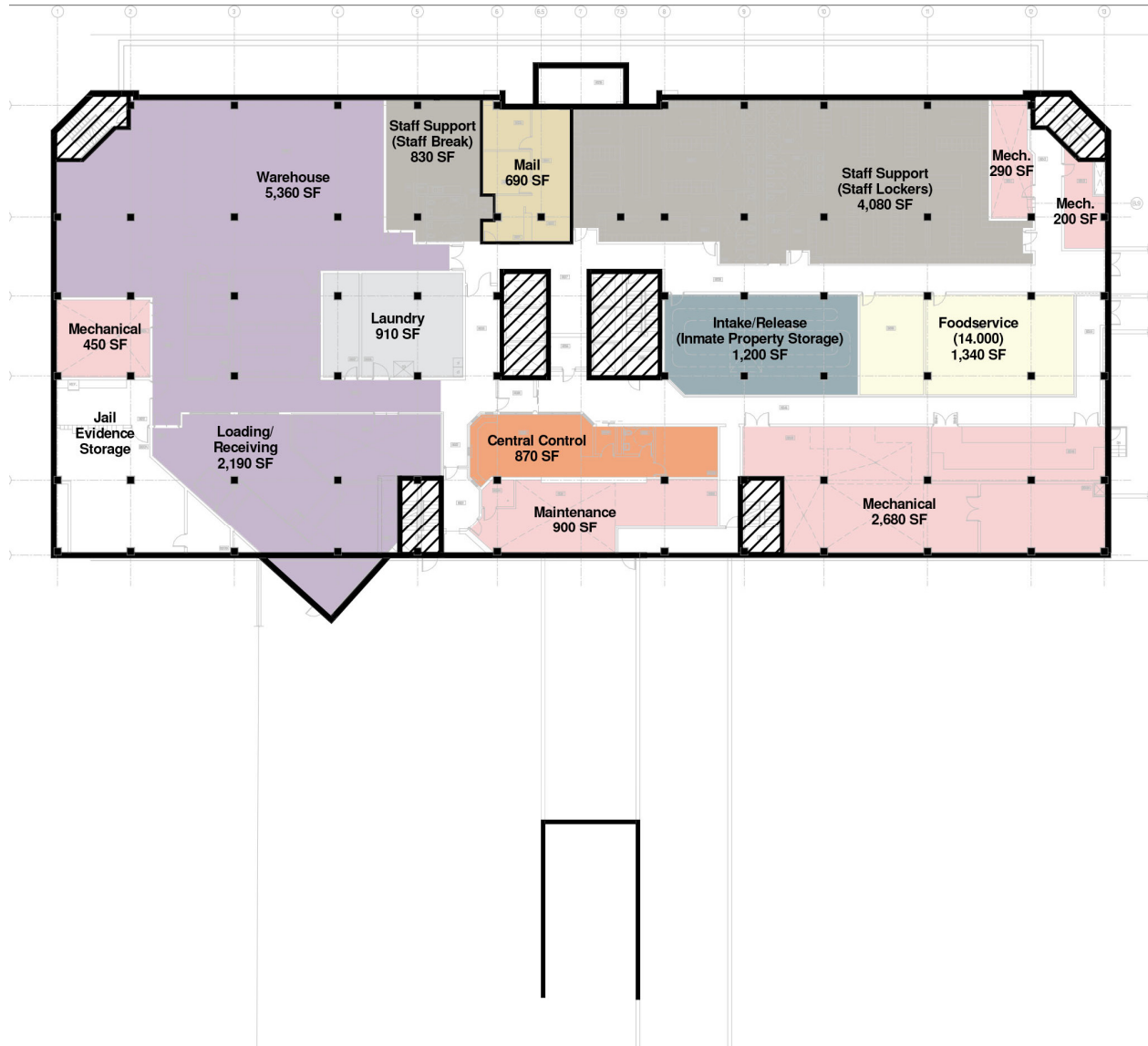
These areas remain unaltered.

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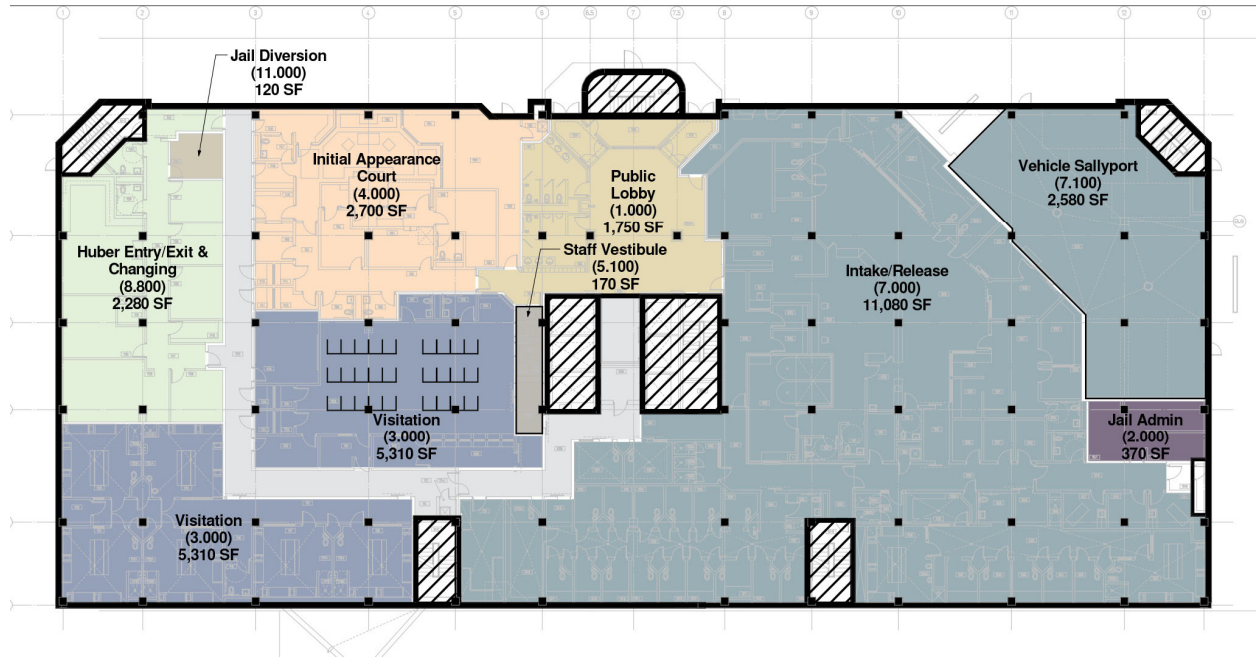
Sub-Basement Floor Plan - Option 3 - Phase 2

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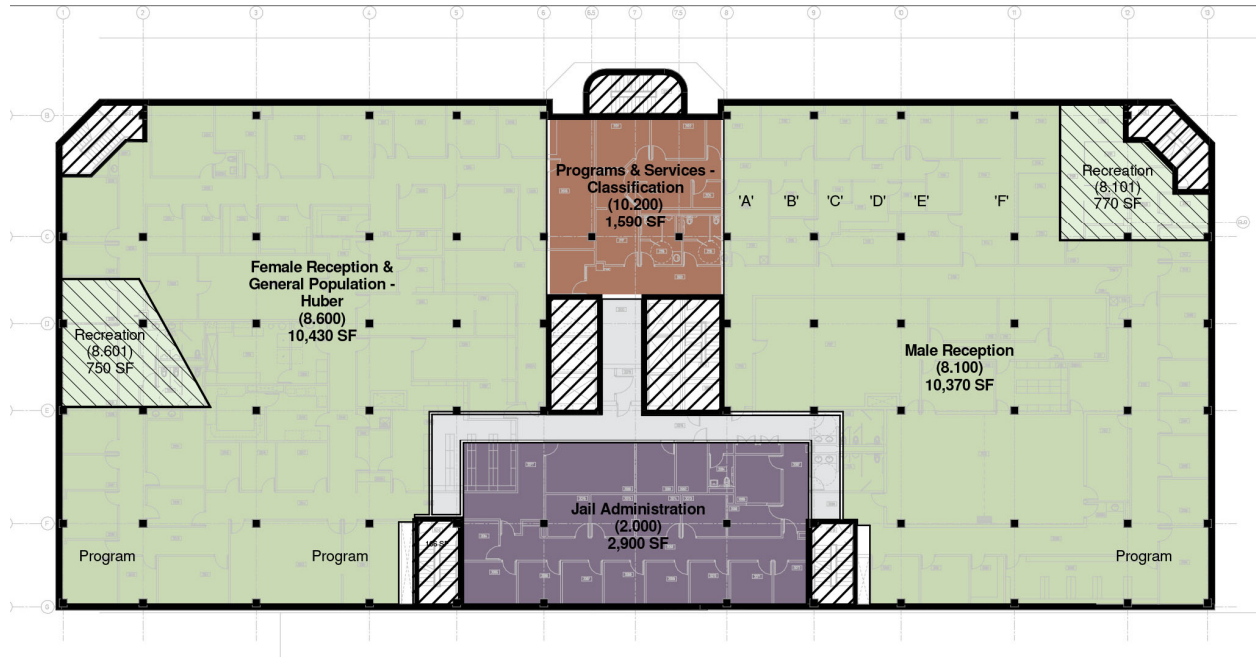
Basement Floor Plan - Option 3 - Phase 2

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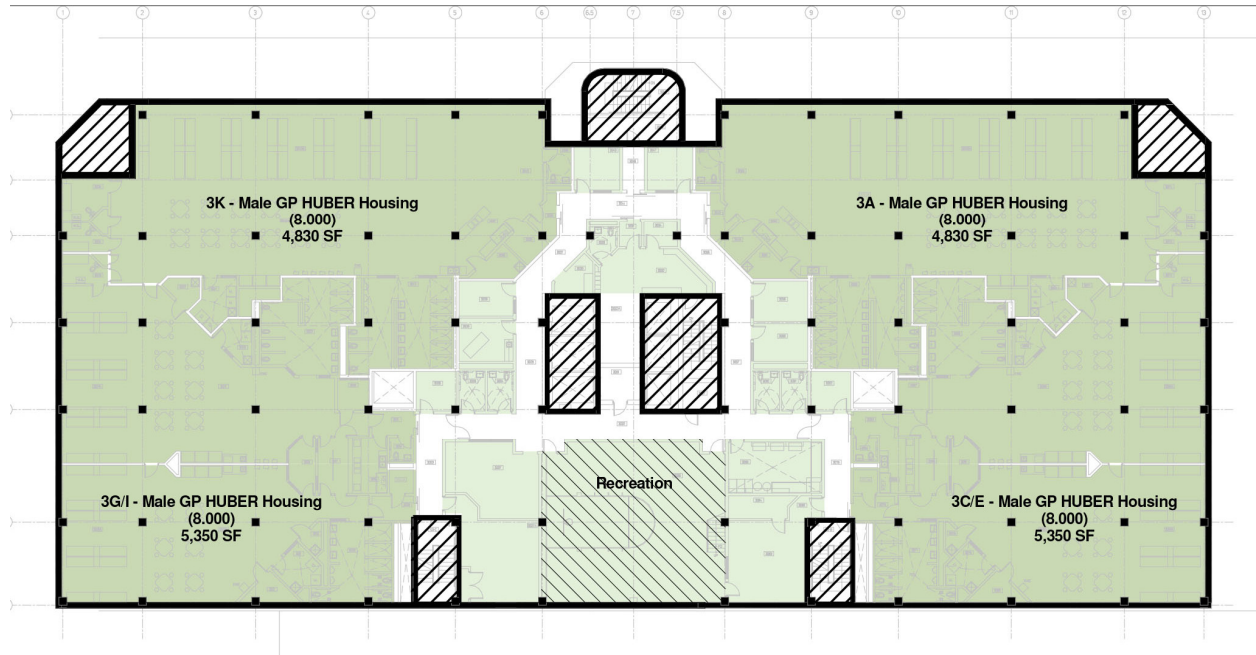
First Floor Plan - Option 3 - Phase 2

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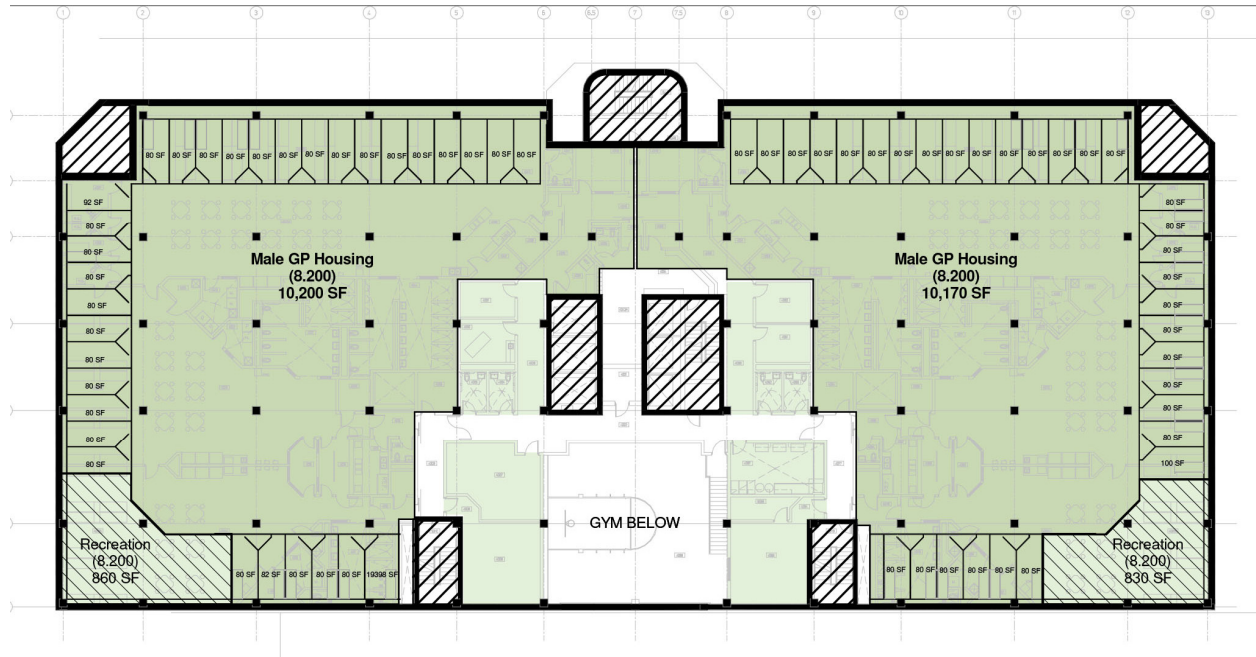
Second Floor Plan - Option 3 - Phase 2

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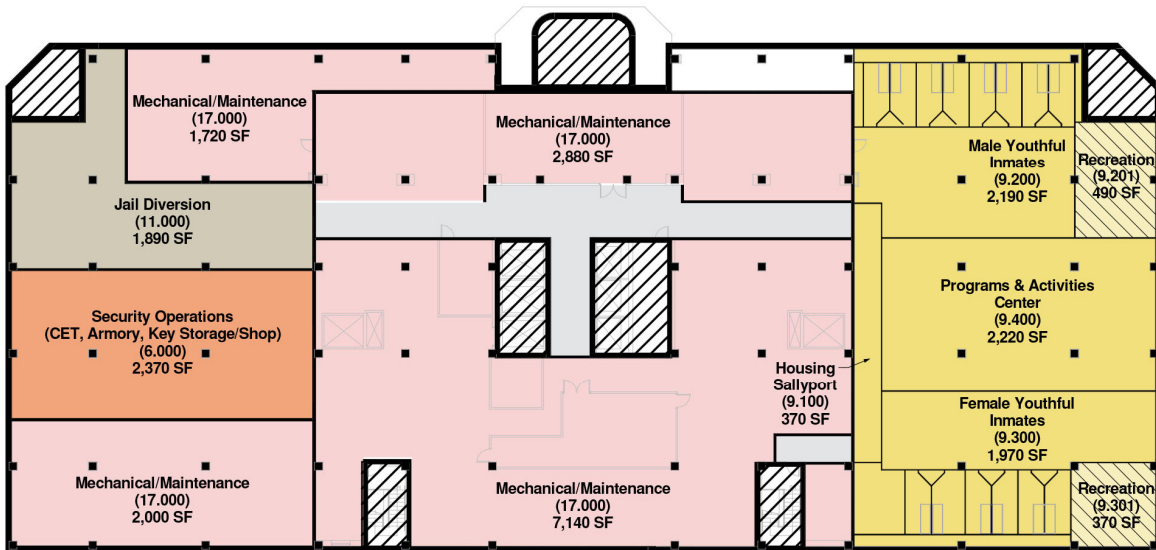
Third Floor Plan - Option 3 - Phase 2

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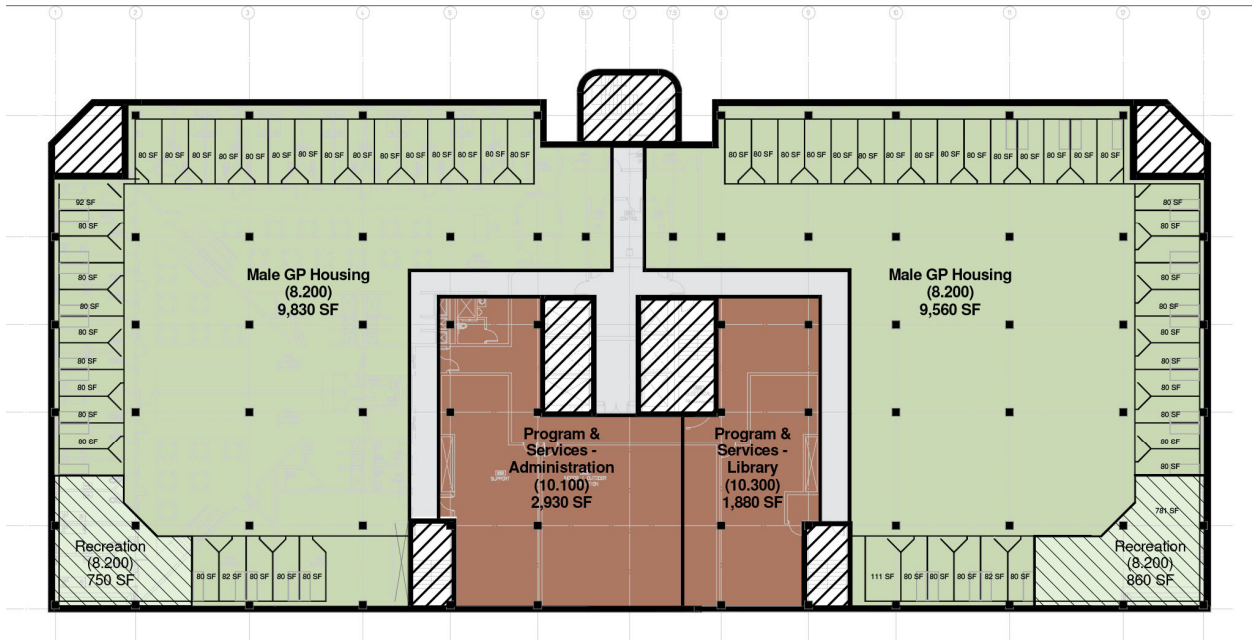
Fourth Floor Plan - Option 3 - Phase 2

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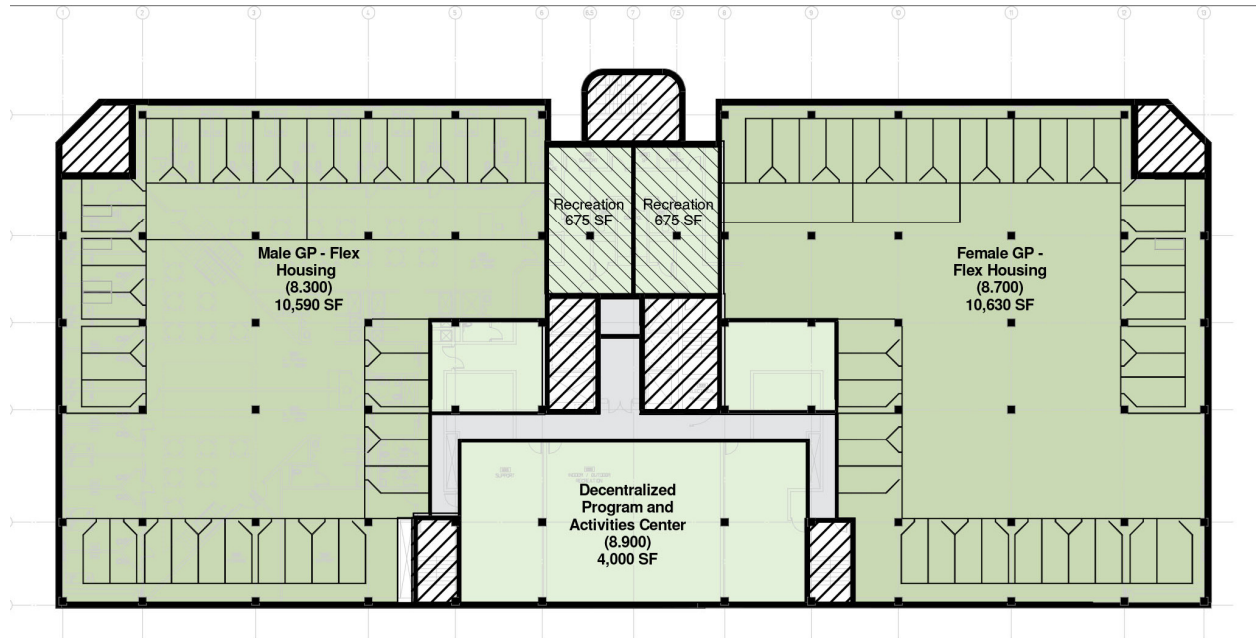
Fifth Floor Plan - Option 3 - Phase 2

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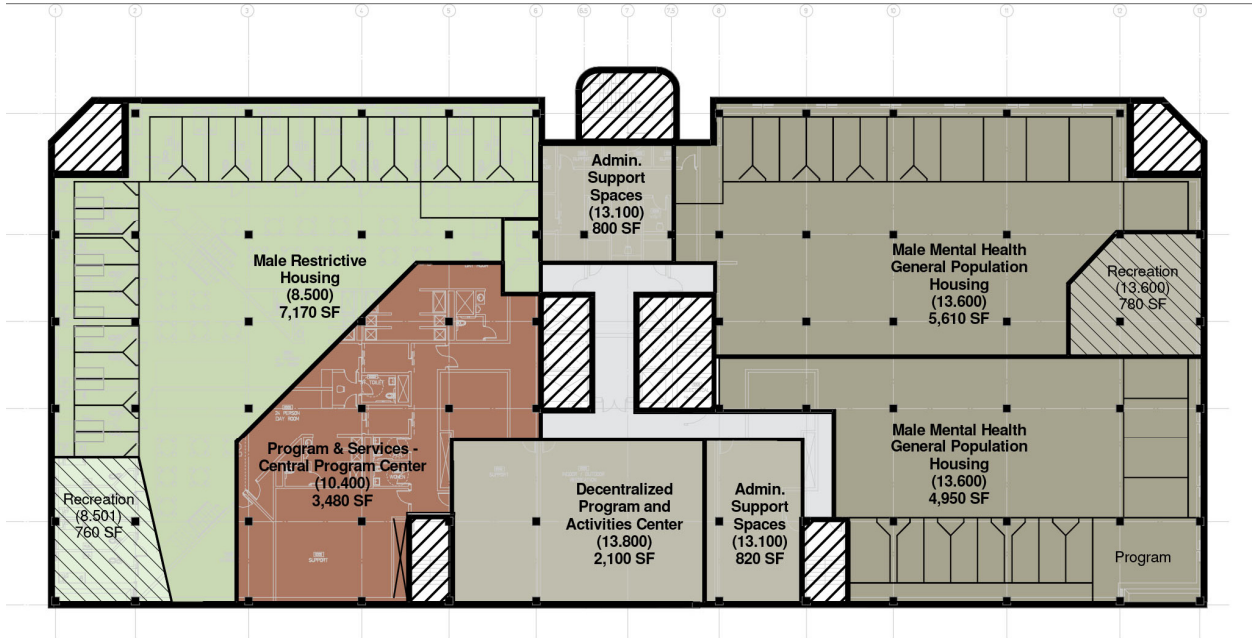
Sixth Floor Plan - Option 3 - Phase 2

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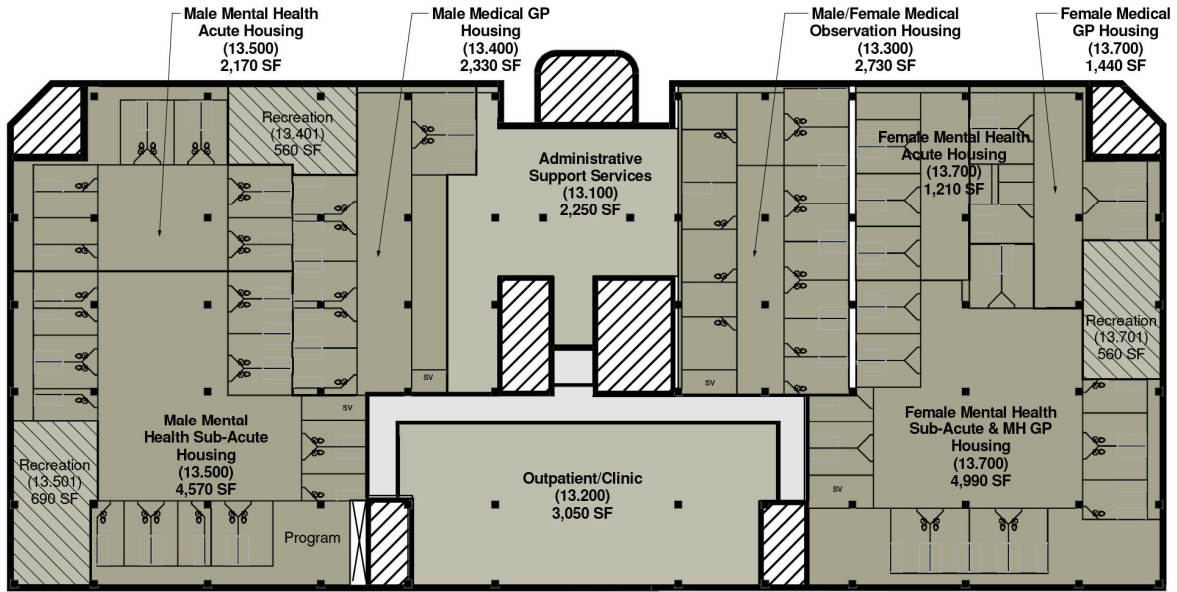
Seventh Floor Plan - Option 3 - Phase 2

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Eighth Floor Plan - Option 1 - Phase 2

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Ninth Floor Plan - Option 3 - Phase 2

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Phase Three Highlights

- Incorporates the remaining program spaces identified and required in the program.
- Creates appropriate Huber housing.
- Brings the Sheriff's Office and Emergency Management back on site.

Conceptual drawings for Phase Three were not required to be developed at this time.

B. THREE SCENARIOS FOR RELOCATING DCSO AND DCEMO AS PART OF PHASE 2

The displacement of the Sheriff's Office and Emergency Management and costs associated with relocating and returning them to the PSB site after Phase 3 are included in Option 3. The three scenarios for the relocation of the Sheriff's Office full programmed space and Emergency Management are to 1) lease space, 2) remodel the vacated floors of the CCB, and 3) construct a new building dedicated to the Sheriff's Office on a greenfield site.

Scenario 1: Lease Existing Space

Scenario 1 is to lease space within an existing facility for the duration of Phase 2 and Phase 3 work. We have assumed the lease would be a ten-year term to allow for the buildout of the 2016 Program. Any portion of the remodel cost not covered by a negotiated improvement allowance would be amortized over the term into the lease cost.

In addition, we considered the lease cost for space equal to what the full programmed Sheriff's Office combined with the current Emergency Management space would be.

Assumption A represents a location in Madison's Central Business District (CBD) where lease rates range from approximately \$24.00 - \$32.00 per rentable square foot on a gross basis. Programmed area for the Sheriff's Office and Emergency Management Office is 45,500 rentable square feet which equates to \$1,092,000 - \$1,456,000 per annum. The cost of parking is assumed to be \$0 if leased location is close to the PSB and if the existing parking arrangements at the PSB and County Ramp remain in place. If the new leased premises are not sufficiently close to the PSB to provide parking, a reasonable estimate for parking costs is \$125.00 per stall per month.

Assumption B represents a location outside of Madison's CBD where lease rates range from approximately \$22.00 - \$26.00 per rentable square foot on a gross basis. Programmed area for the Sheriff's Office and Emergency Management Office is 45,500 rentable square feet which equates to \$1,001,000 - \$1,183,000 per annum. Surface parking is usually free and generally abundant but underground parking may be requested for an additional cost.

Except for extraordinary costs related to the specific needs of the Sheriff's Office, the cost to construct or remodel office space ranges from \$55.00-\$65.00 per rentable square foot for 1st generation office space or \$15.00 - \$30.00 per rentable square foot for remodeled or 2nd generation office space. In either event, provided the lease term is a minimum of 10 years, it is likely that nearly all of the improvement costs (exclusive of security, data cabling and FF&E) will be included in the lease rate.

Scenario 2: Remodel the Vacated Floors of the CCB

Scenario 2 would involve remodeling the 6th and 7th floors of the CCB that were vacated as part of Phase 1. The 6th floor has usable area of 38,200 square feet and the 7th floor has usable area of 34,100 square feet. The work would include demolition of the existing CCB Jail, abatement of hazardous materials, and new construction for the Sheriff's Office and Emergency Management. Opinion of probable estimated project cost to relocate to the 6th and 7th floor of the CCB - \$14.1 million.

Scenario 3: Construct a New Building on a Greenfield Site

Scenario 3 would be the construction of a new facility on a greenfield site for the Sheriff's Office and Emergency Management Office with the potential for reuse once they have moved back to the PSB following completion of Phase 3. Ideally, the facility would be built on Dane County owned property to eliminate land acquisition cost. Opinion of probable estimated project cost to relocate to a new facility on a greenfield site - \$9.3 million.

C. SEQUENTIAL STEPS TO MEET 2016 UPDATE REPORT AND 2014 MASTER PLAN

The design and construction of the remodeled jail requires multiple steps to allow the facility to remain functional and operational as well as safe and secure for staff and inmates.

Option 3, Phase 1 begins with the expansion of the fifth floor (mechanical penthouse) out to the existing footprint as well as the addition of the sixth through ninth floors. Upon completion of the addition, inmates from fourth floor dorms would be moved to allow for remodeling of the fourth floor housing units. Relocated inmates and those at the CCB and Ferris Center would move to the appropriate housing units once work is completed. In addition, the remodeled areas for Huber entry/exit/change-over and Jail Diversion would be completed before the inmate move from the Ferris Center. When this work is completed, all inmates within the current jail system would be located at the PSB site.

Option 3, Phase 2 begins with the Sheriff's Office and Emergency Management Office moving to a location to be determined to allow for remodeling to be completed on the entire second floor. After this step is completed, the first floor Male and Female Reception Housing, and third floor Male and Female Reception Housing would move to the second floor to allow remodeling to occur on the first floor.

It should be noted that at the completion of Option 3, Phase 2 all of the programmed spaces in the 2016 Update Report would not be provided at the Public Safety Building site. The sequential step, (Option 3, Phase 3) would provide additional area needed to accommodate the full housing and programmed functions for the Jail.

D. OPINION OF PROBABLE COST

Below are Opinions of Probable Costs for the three Options. Options 1 & 2 are from the Update Report. At this point in the design, the Opinion of Probable Construction Cost (OPC) is a rough order of magnitude cost and is based on the concept drawings included in this study. It is a 'High Level' estimate that is subject to changing scope, quality of the project, changing nature of market conditions, unpredictability of construction bids and changing client requirements. The estimate includes an inflation adjustment that assumes construction would start by June 2018. As the project scope is very high level at this juncture, we do not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget or from any estimate of Construction Cost.

Table II.1 – Option 1 Opinion of Probable Costs

OPTION 1	Probable Construction Cost	Estimating Contingency (9%)	Inflation Adj. (8.4%)	Construction Contingency (10%)	Soft Cost (15%)	Project Total Cost
Phase 1 – CCB Replacement	\$59.70M	\$5.37M	\$5.47M	\$7.05M	\$11.64M	\$89.23M
Phase 2 – Full Program Build	\$41.57M	\$3.74M	\$3.80M	\$4.91M	\$8.10M	\$62.12M
Total						\$151.35M

Table II.2 – Option 2 Opinion of Probable Costs

OPTION 2	Probable Construction Cost	Estimating Contingency (9%)	Inflation Adj. (8.4%)	Construction Contingency (10%)	Soft Cost (15%)	Project Total Cost
Phase 1 – CCB Replacement	\$93.98M	\$8.46M	\$8.60M	\$11.10M	\$18.32M	\$140.46M
Phase 2 – Full Program Build	\$16.13M	\$1.45M	\$1.48M	\$1.91M	\$3.15M	\$24.12M
Total						\$164.58M

Table II.3 – Option 3 Opinion of Probable Costs

OPTION 3	Probable Construction Cost	Estimating Contingency (15%)	Inflation Adj. (4.2%)	Construction Contingency (10%)	Soft Cost (15%)	Project Total Cost
Phase 1	\$50.19M	\$7.53M	\$2.42M	\$6.01M	\$9.02M	\$75.19M
Phase 2	\$15.93M	\$2.39M	\$769K	\$1.91M	\$2.86M	\$23.86M
Total						\$99.05M

For a detailed explanation of Project and Construction Costs, please refer to page 12 of the Executive Summary in the Update Report.

Table II.4 – Option 3 Phase 2 DCSO/DCEMO Relocation Opinion of Probable Costs

OPTION 3 Phase 2 DCSO/DCEMO Relocation	Probable Construction Cost	Estimating Contingency (15%)	Inflation Adj. (4.2%)	Construction Contingency (10%)	Soft Cost (25%)	Project Total Cost
Scenario 1 – Leased space, programmed area	n/a	n/a	n/a	n/a	n/a	\$12M to \$14M for 10 years
Cost based on yearly lease rate/SF for 10 years						
Scenario 2 – Remodeled CCB	\$8.69M	\$1.30M	\$420K	\$1.04M	\$2.61M	\$14.07M
Scenario 3 – New facility	\$6.96M	\$871K	\$280K	\$696KM	\$1.74M	\$9.39M

General Notes

- Owner Transition and Project Administration costs have been estimated. These costs may differ for Dane County.
- Land acquisition costs and expenses related to moving the Sheriff's Office have been excluded, as they were not part of the scope of the project.

III. STAFFING PLAN AND OPERATING COSTS

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A. INTRODUCTION

For Phase 1 and Phase 2 of Option 3, an examination of operational impacts having a staffing implication was conducted for each of the two phases in order to identify and quantify necessary adjustments to the preliminary staffing plan and operating costs developed for the 2016 Program. It is assumed that the full 2016 Program will not be realized until Phase 3 or later.

Bed Distribution

Critical to jail operations is the type and number of beds provided to meet the specific needs of the inmate population, including meeting specialized needs such as those related to physical and mental health, security/safety, and personal vulnerabilities. Fulfillment of the 2016 Program using a phased approach requires continued use of existing housing in the PSB (Phase 1 and Phase 2), and new housing to be constructed at the PSB (Phase 1, Phase 2, and Phase 3).

Phases 1 and 2 both provide an adequate number of beds specifically designed to accommodate the specialized needs of the projected inmate population. In Phase 1, there will be a deficit of beds for Male GP and Male GP Huber inmates,¹ which is eliminated in Phase 2. During Phase 1, jail staff will be challenged to keep Male GP Huber inmates from being housed with other inmates, thereby increasing the risk that contraband will be conveyed into the facility. An overview of the distribution of inmate housing beds – both existing and new – for each phase of Option 3 is displayed in Table III.1.

¹ There is a deficit of 64 beds – 14 Male GP and 50 Male GP Huber beds.

Table III.1 – Distribution of Inmate Housing Beds – Option 3²

Housing Category/Pod	Phase 1	Phase 2	Phase 3	Notes MP = master plan (update report) P = phase
8.100 Male Reception >8 Hours: 64 Beds (per Update Report)				
	87	64	64	
3E	24	-	-	P1: 3rd floor; existing dorm; designated Male Reception Overflow P2: use reallocated (Male GP Huber); merged with 3C P3: becomes part of 3rd floor renovation
Reception Dorms	48	-	-	P1: 1st floor; existing dorms P2: 1st floor, renovated for visitation P3: same use as P2
Reception Cells	15	-	-	P1: 1st floor; existing cells P2: 1st floor, renovated for visitation P3: same use as P2
8.100 Reception	-	64	64	P1: MP housing pod created as part of P2 P2: created as part of 2nd floor renovation P3: same use as P2
8.200 Male General Population (GP): 256 Beds				
	242	256	256	
3K	50	-	-	P1: 3rd floor; existing dorm P2: use reallocated (Male GP Huber) P3: becomes part of 3rd floor renovation
8.200A GP	-	64	64	P1: MP housing pod created as part of P2 P2: 4th floor (former 8.400A Male GP Huber) P3: same use as P2
8.200B GP	64	64	64	P1: created as part of 4th floor renovation P2/P3: same use as P1
8.200C GP	64	64	64	P1: 6th floor; new construction P2/P3: same use as P1
8.200D GP	64	64	64	P1: 6th floor; new construction P2/P3: same use as P1
8.300 Male GP – Flex: 64 Beds				
	64	64	64	
8.300 GP Flex	64	64	64	P1: 7th floor; new construction P2/P3: same use as P1
8.400 Male GP Huber: 192 Beds				
	142	204	192	
3A	50	50	-	P1/P2: 3rd floor; existing dorm P3: becomes part of 3rd floor renovation
3C	28	-	-	P1: 3rd floor; existing dorm P2: merged with 3E P3: becomes part of 3rd floor renovation
3C/E	-	52	-	P1: Male GP Huber (3C); Male Reception Overflow (3E) P2: 3rd floor; existing dorms; wall between 3C and 3E removed creating single housing pod P3: becomes part of 3rd floor renovation
3G/I	-	52	-	P1: Female Reception Overflow (3G); Female GP Huber (3I) P2: 3rd floor; existing dorms; wall between 3G and 3I removed creating single housing pod P3: becomes part of 3rd floor renovation

² Housing pods designated by a number/letter represent existing housing pods; housing pods designated by the 8.000, 9.000 or 13.000 number series represent housing pods described in the 2016 Program; Phase 3 represents all work after Phase 2 and may involve multiple phases.

Housing Category/Pod	Phase 1	Phase 2	Phase 3	Notes MP = master plan (update report) P = phase
3K	-	50	-	P1: Male GP P2: 3rd floor; existing dorm P3: becomes part of 3rd floor renovation
8.400A GP Huber	64	-	64	P1: created as part of 4th floor renovation P2: use reallocated (8.200A Male GP) P3: created as part of 3rd floor renovation
8.400B GP Huber	-	-	64	P1/P2: MP housing pod created as part of P3 P3: created as part of 3rd floor renovation
8.400C GP Huber	-	-	64	P1/P2: MP housing pod built as part of P3 P3: 3rd floor; new construction
8.500 Male Restrictive Housing (RH): 24 Beds				
	24	24	24	
8.500 RH	24	24	24	P1: 8th floor; new construction P2/P3: same use as P1
9.200 Male Youthful Inmates: 24 Beds				
	16	16	24	
9.200 Youthful Inmates	16	16	24	P1: created as part of 5th floor renovation P2: same use as P1 P3: 2nd floor; new construction
13.300 Male Medical Observation: 9 Beds				
	9	9	9	
13.300 Medical Observation	9	9	9	P1: 9th floor; new construction; co-located with Female Medical Observation P2/P3: same use as P1
13.400 Male Medical GP: 28 Beds				
	28	28	28	
13.400 Medical GP	28	28	28	P1: 9th floor; new construction P2/P3: same use as P1
13.500 Male Mental Health (MH) – Acute & Sub-acute: 31 Beds				
	31	31	31	
13.500 MH Acute & Sub-acute	31	31	31	P1: 9th floor; new construction P2/P3: same use as P1
13.600 Male Mental Health GP: 64 Beds				
	64	64	64	
13.600A MH GP	36	36	36	P1: 8th floor; new construction P2/P3: same use as P1
13.600B MH GP	28	28	28	P1: 8th floor; new construction P2/P3: same use as P1
Total Male Beds: 756 MP	808	760	756	
8.600 Female Reception >8 Hours & GP Huber: 48 Beds				
	73	48	48	
Reception Dorm/Cells	21	-	-	P1: 1st floor; existing dorm (16) and cells (5); designated Female Reception P2/P3: becomes part of 1st floor renovation
3G	24	-	-	P1: 3rd floor; existing dorm; designated Female Reception Overflow P2: use reallocated (Male GP Huber) P3: becomes part of 3rd floor renovation
3I	28	-	-	P1: 3rd floor; existing dorm; designated Female GP Huber P2: use reallocated (Male GP Huber) P3: becomes part of 3rd floor renovation

Housing Category/Pod	Phase 1	Phase 2	Phase 3	Notes MP = master plan (update report) P = phase
8.600 Reception >8 Hours & GP Huber	-	48	48	P1: MP housing pod created as part of P2 P2: created as part of 2nd floor renovation P3: same use as P2
8.700 Female GP – Flex: 64 Beds				
	64	64	64	
8.700 GP Flex	64	64	64	P1: 7th floor; new construction P2/P3: same use as P1
9.300 Female Youthful Inmates: 16 Beds				
	12	12	16	
9.300 Youthful Inmates	12	12	16	P1: created as part of 5th floor renovation P2: same use as P1 P3: 2nd floor; new construction
13.300 Female Medical Observation: 3 Beds				
	3	3	3	
13.300 Medical Observation	3	3	3	P1: 9th floor; new construction; co-located with Male Medical Observation P2/P3: same use as P1
13.700 Female Medical/Mental Health – Medical GP, MH Acute, MH Sub-acute, MH GP: 57 Beds				
	57	57	57	
13.700 Medical/Mental Health	57	57	57	P1: 9th floor; new construction P2/P3: same use as P1
Total Female Beds: 188 MP	209	184	188	
Total Beds: 944 MP	916	944	944	
Short Term Beds	6	6	-	
Grand Total Beds: 944 MP	922	950	944	
Delta	(91)	(63)	(69)	Delta represents the difference between the total number of existing beds (1,013) and those beds planned for each phase.

B. OPERATIONAL IMPACTS AND STAFFING IMPLICATIONS

The focus in this section is identifying operational impacts that have staffing implications, and is not intended to be an exhaustive post-by-post staffing analysis nor a commentary on the degree to which the operational efficacy and efficiencies gained through realization of the 2016 Program will be met or the adequacy of continued use of existing spaces. Unless otherwise noted, the post coverage plan outlined in the preliminary staffing plan developed for the 2016 Program and included in the Update Report is assumed for Option 3.

Option 3 Phase 1 – Staffing Plan Implications

Option 3 Phase 1 (P1) vertically expands the PSB building, which includes construction of new housing, renovation of the PSB's 4th floor, and continues the use of existing housing in the PSB.

1.000 Public Lobby (P1)

The public lobby will function as it presently does. There will be no reception and security screening. Professional and personal inmate visitors will not be able to register at the public reception workstation, nor will security screening be available for persons authorized access to the facility beyond the public lobby. Because there is no formal reception and security screening, staff assigned to the reception/security screening post will not be funded in this phase.

2.000 Administration (P1)

Jail administration will move to the space vacated by the Medical Examiner's Office and will function as it presently does. Visitors will check in with the Sheriff's Office receptionist on the 2nd floor to access jail administration.

3.000 Visitation (P1)

Visitation will occur within its presently designated space. There will be only one type of visitation – video visitation, for family and friends. There are no provisions for noncontact and contact visits in Phase 1 because the capacity at the PSB is increasing from 504 to 922 beds, and the current visiting spaces cannot be expanded in this phase. Accordingly, to meet the need/demand for visitation of a larger population, the space presently designated for contact visits will be converted to video visitation.

Note: Modern jails increasingly utilize video visitation in their design. Video visitation, generally, increases opportunities for inmates to visit with family and friends while minimizing inmate movement and reducing/preventing the introduction of contraband into the facility.

The current noncontact visiting rooms and counseling rooms will remain and will be used for professional visits. Because there is no contact visiting planned for Phase 1, the deputies assigned to visitation will not be funded in this phase. When professional contact visits are conducted, security will be provided by facility escort/utility staff. Security support specialists will supervise video visitation.

The 2016 Program assumed that 20% of the people visiting via video visitation would come to the DCJ to visit. Based on the DCJ's present experience with video visitation at the jail, and the County's reluctance to impose user fees for remote video visitation, the assumption of 20% is inadequate to meet the demand. Accordingly, to meet the need/demand for video visitation at the DCJ, visiting hours for video visitation will be increased and be available on a 12-hour/7-day basis. This increase in visiting hours will necessitate an increase in staffing.

6.000 Security Operations (P1)

With a multistory design, escort/utility staff will be necessary to assist in movement of inmates and visitors/professionals throughout the facility, and to provide the ability to immediately respond to situations that might arise throughout the facility. This will necessitate an increase in staffing.

8.000 Housing – Adult Inmates (P1)

The 2016 Program calls for 12 housing pods (adult inmates only, does not include youthful inmates and medical/mental health housing). In Option 3 Phase 1, it will require 14 housing pods³ to meet the Phase 1 bed needs (922 beds⁴). When practical, the housing pods will be operated following the principles of direct supervision with a housing officer in charge of a housing pod with up to 64 inmates. Phase 1 relies on continued use of existing PSB housing pods, which comprises housing pods having capacity ranging from 15 to 50 beds. More housing pods, especially those in the PSB that do not house 64 inmates, will necessitate an increase in staffing.

The 2016 Program and corresponding preliminary staffing plan were premised on a single story or single level with a mezzanine configuration, and organized the housing pods into three housing units (HU).⁵ Option 3 Phase 1 is premised on a nine-story high-rise facility. The nature of operating a high-rise facility necessitates an increase in the number of housing units; Option 3 Phase 1 is organized into four housing units. Housing pods associated with youthful inmates and inmates assigned to medical and mental health housing are assigned to one of the four housing units. The preliminary staffing plan provided for a supervisor for each of the three housing units. In Option 3 Phase 1, the intake supervisor (supported by the classification sergeant) will serve as the HU1 supervisor; and HU2, HU3, and HU4 will each have an assigned HU supervisor; however, a single HU supervisor is assigned to manage HU2 and HU3 during the night shift.

The preliminary staffing plan provided a utility officer for each housing unit to provide backup to the housing officers as needed, monitor common corridors, inmate escort, assist during peak activity periods, and provide post relief as needed. In Option 3 Phase 1, in lieu of assigning utility officers to a specific housing unit, they will be assigned to a specific floor to ensure an immediate response is readily available. During the day shift, a utility officer will be assigned to each of the following floors – 3rd, 4th, 5th/6th, 7th, 8th, and 9th.⁶ During the evening and night shifts, a single utility officer will be assigned to cover a combination of two or three floors – 3rd/4th, 5th/6th/7th, and 8th/9th floors. Utility

³ Housing pods 3C and 3E are counted as one pod. Housing pods 3G and 3I are counted as one pod.

⁴ 922 represents all available beds.

⁵ A housing unit is a cluster of housing pods that, generally, are overseen by a unit supervisor and served by a single decentralized programs and activities center.

⁶ A single utility officer will be assigned to cover both the 5th and 6th floors.

officers assigned to overall facility escort/support will be responsible for supporting inmate housing on the 1st floor. Consistent with the 2016 Program, a second utility officer will be assigned to the 9th floor during day shift because the inmates assigned housing on this floor require specialized services, and are staff intensive to supervise (i.e., acute mental illness, seriously persistently mentally ill, etc.).

A housing unit is generally served by a decentralized programs and activities center, which minimizes the need to move inmates throughout the facility. Only one of the three required decentralized programs and activities centers, as identified in the 2016 Program, will be provided in Phase 1 (7th floor).⁷ There will be limited program and support spaces available on the 3rd and 4th floors that will be renovated for yet-to-be-determined programs/activities, but, which at a minimum, will include an exam room for sick call and secure storage for a medication cart. This lack of decentralized programs and activities centers will necessitate the need to escort inmates to programs/activities and provide security supervision, which will require escort/utility staff. Escort/utility staff necessary to escort inmates to/from and supervise programs and activities is included as part of the escort/utility staff provided for in section 6.000 Security Operations.

Note: While only one decentralized program and activities center is provided in this phase, overall the program space in Phase 1 is more than double what is presently available.

The 2016 Program provides for inmates to participate in recreation directly from the housing pod without staff escort or direct supervision. Inmates in existing housing pods (6)⁸ will recreate in a central recreation yard. This will require staff to escort and supervise inmates participating in recreation. This will necessitate an increase in staffing to escort and supervise inmates participating in recreation.

9.000 Housing – Youthful Inmates (P1)

While operationally the full 2016 Program for Youthful Inmates will be realized, fewer youthful inmates will be served. The 2016 Program was premised on serving 40 youthful inmates. In Phase 1 only 28 youthful inmates will be served, which will not reduce the number of housing officers. Given the reduction in the number of inmates being served, the housing officers will also provide intermittent supervision of the program areas. Staff assigned to the utility officer- youthful inmates post will not be funded in this phase.

13.000 Health Care Services (P1)

A utility officer for health care is added to provide escort for health care staff and to provide security supervision for sick call conducted in decentralized areas and for medication distribution. If needed, utility staff assigned to overall facility escort/support (see 6.000 Security Operations) will assist in supporting sick call in decentralized areas and for medication distribution for periods when the dedicated utility officer is not available.

⁷ 8.000 Housing – Adult Inmates provided for three decentralized programs and activities centers. 9.000 Housing – Youthful Inmates and 13.000 Health Care Services each provides for a decentralized programs and activities center to serve these specialized populations.

⁸ Existing housing pods include: 3A, 3C, 3E, 3G, 3I, and 3K

14.000 Foodservice (P1)

Foodservice will continue to be provided by the County's Consolidated Food Service. The preliminary staffing plan included an officer to provide security supervision for both the kitchen and laundry and envisioned an in-house full-service kitchen. Without an in-house full-service kitchen, staff assigned to the kitchen/laundry officer post will not be funded in this phase. Supervision during tray prep/serving and dishwashing will be provided by the warehouse/maintenance officer post, which will increase from 8 to 12 hours per day, and from five to seven days per week (see 17.000 Maintenance/Central Plant).

15.000 Laundry (P1)

The laundry will function as it presently does – primarily a contracted service along with limited in-house laundry operations. The preliminary staffing plan included an officer to provide security supervision for both the kitchen and laundry and envisioned an in-house full-service laundry. Without an in-house full-service laundry, staff assigned to the kitchen/laundry officer post will not be funded in this phase. Intermittent supervision for the laundry function will be provided by the warehouse/maintenance officer post, which will increase from 8 to 12 hours per day, and from five to seven days per week (see 17.000 Maintenance/Central Plant).

17.000 Maintenance/Central Plant (P1)

The full 2016 Program for Maintenance/Central Plant will be realized in Phase 1. As noted in 14.000 Foodservice and 15.000 Laundry, the warehouse/maintenance officer post will be staffed on a 12-hour/7-day basis to provide supervision of limited foodservice and laundry activities.

Option 3 Phase 1 Preliminary Staffing Plan Adjustments Summary

A total of 330.8 staff is anticipated to operate the jail in Option 3 Phase 1, which represents the 2016 Program with the operational and staffing adjustments previously outlined, and which represents a net increase of 11.2 FTE over the preliminary staffing plan developed for the 2016 Program.⁹ Key adjustments include:

1. Elimination of security screening in the public lobby;
2. Due to the increase in the population being served at the PSB, only video visitation will be available for family and friends;
3. There is an increase in the number of housing pods, which results in an increase in security staff;
4. There is an increase in the number of housing units;
5. The number of decentralized program and activities centers for adult inmates decreases;
6. Utility staff will be assigned by floor, and not by housing unit; and

⁹ The preliminary staffing plan developed for the 2016 Program called for a total of 319.6 FTE staff.

7. The number of youthful inmates served decreases.

Table III.2 summarizes by job classification the proposed net adjustments to the preliminary staffing plan during Option 3 Phase 1. Only the functional post/positions where an adjustment to the preliminary staffing plan is indicated (i.e., an increase or decrease in proposed staff, or a new post/position added) are listed.

Table III.2 – Option 3 Phase 1: Preliminary Staffing Plan Adjustments, Summary¹⁰

Position	FTE
Sergeant	(2.1)
Unit Supervisor-HU1	(6.3)
Unit Supervisor-HU2	(1.0)
Unit Supervisor-HU3	(1.0)
Unit Supervisor-HU4	6.3
Deputy I-II	12.2
Reception/Security Screening	(5.8)
Visitation Officer	(2.9)
3A: Male GP Huber	6.4
3C: Male GP Huber	3.2
3E: Male Reception	3.2
3G: Female Reception	3.2
3I: Female GP Huber	3.2
3K: Male GP	6.4
8.100: Male Reception	(6.4)
8.200A: Male GP	(6.4)
8.400B: Male GP Huber	(6.4)
8.400C: Male GP Huber	(6.4)
8.600: Fem Reception/GP Huber	(6.4)
Reception Cells: Male	6.4
Reception Dorms: Male	6.4
Reception Dorms/Cells: Female	6.4
Utility Officer	6.4
Utility Officer-FL3	4.3
Utility Officer-FL4	4.3
Utility Officer-FL5/6	4.3
Utility Officer-FL7	4.3
Utility Officer-FL8	4.3
Utility Officer-FL9	6.4
Utility Officer-Health Care Escort	2.1
Utility Officer-HU1	(8.5)
Utility Officer-HU2	(6.4)
Utility Officer-HU3	(6.4)
Utility Officer-Youthful Inmates	(6.4)
Central Recreation	2.1
Kitchen/Laundry Officer	(4.3)
Warehouse/Maintenance Officer	1.7
Security Support Specialist	1.1
Visitor Registration	1.1
Grand Total	11.2

¹⁰ Calculations were completed in MS Excel using numbers with one decimal place. As a result, totals may not add due to rounding.

Option 3 Phase 2 – Staffing Plan Implications

Option 3 Phase 2 (P2) involves relocation of the Sheriff's Office and Emergency Management, renovation of the PSB's 2nd floor, construction of new housing at the PSB, and continues the use of existing housing in the PSB.

1.000 Public Lobby (P2)

The public lobby will function as it presently does. There will be no reception and security screening. Professional and personal inmate visitors will not be able to register at the public reception workstation, nor will security screening be available for persons authorized access to the facility beyond the public lobby. Because there is no formal reception and security screening, staff assigned to the reception/security screening post will not be funded in this phase.

2.000 Administration (P2)

The administration function will operate in renovated space on the 2nd floor. While the full 2016 Program for this functional component will not be realized, it is yet to be determined how much of the 2016 Program will be operational in Phase 2. The 2016 Program provided for controlled direct access to the administration area without first having to enter the secure perimeter. By being located on the 2nd floor, there is no direct access from the public lobby and visitors must enter the secure perimeter to access the administration, necessitating the need to escort visitors to/from administration. Escort/utility staff necessary to escort visitors to/from administration is included as part of the escort/utility staff provided for in section 6.000 Security Operations.

3.000 Visitation (P2)

The full 2016 Program for Visitation will be realized in Phase 2. In Phase 2, eligible inmates will once again be afforded the opportunity for contact visits. The 2016 Program assumed that 20% of the people visiting via video visitation would come to the DCJ to visit. Based on the DCJ's present experience with video visitation at the jail, and the County's reluctance to impose user fees for remote video visitation, the assumption of 20% is inadequate to meet the demand. Accordingly, to meet the need/demand for video visitation at the DCJ, visiting hours will be increased and be available on a 12-hour/7-day basis. This increase in visiting hours will necessitate an increase in staffing.

6.000 Security Operations (P2)

With a multistory design, escort/utility staff will be necessary to assist in movement of inmates and visitors/professionals throughout the facility, and to provide the ability to immediately respond to situations that might arise throughout the facility. This will necessitate an increase in staffing.

8.000 Housing – Adult Inmates (P2)

The 2016 Program calls for 12 housing pods (adult inmates only, does not include youthful inmates and medical/mental health housing). In Option 3 Phase 2, it will require

13 housing pods to meet the Phase 2 bed needs (950 beds¹¹). When practical, the housing pods will be operated following the principles of direct supervision with a housing officer in charge of a housing pod with up to 64 inmates. As in Phase 1, Phase 2 relies on continued use of existing PSB housing pods, which comprises dormitories having capacity ranging from 50 to 52 beds. More housing pods, especially those in the PSB that do not house 64 inmates, will necessitate an increase in staffing.

The 2016 Program and corresponding preliminary staffing plan were premised on a single story or single level with a mezzanine configuration, and organized the housing pods into three housing units.¹² Option 3 Phase 2 is premised on a nine-story high-rise facility. The nature of operating a high-rise facility necessitates an increase in the number of housing units; Option 3 Phase 2 is organized into four housing units. Housing pods associated with youthful inmates and inmates assigned to medical and mental health housing are assigned to one of the four housing units. The preliminary staffing plan provided for a supervisor for each of the three housing units. In Option 3 Phase 2, the intake supervisor (supported by the classification sergeant) will serve as the HU1 supervisor; and HU2, HU3, and HU4 will each have an assigned HU supervisor; however, a single HU supervisor is assigned to manage HU2 and HU3 during the night shift.

The preliminary staffing plan provided a utility officer for each housing unit to provide backup to the housing officers as needed, monitor common corridors, inmate escort, assist during peak activity periods, and provide post relief as needed. In Option 3 Phase 2, in lieu of assigning utility officers to a specific housing unit, they will be assigned to a specific floor to ensure an immediate response is readily available. During the day shift, a utility officer will be assigned to each of the following floors – 3rd, 4th, 5th/6th, 7th, 8th, and 9th.¹³ During the evening and night shifts, a single utility officer will be assigned to cover a combination of two or three floors – 3rd/4th, 5th/6th/7th, and 8th/9th floors. Utility officers assigned to overall facility escort/support will be responsible for supporting inmate housing on the 2nd floor. Consistent with the 2016 Program, a second utility officer will be assigned to the 9th floor during day shift because the inmates assigned housing on this floor require specialized services, and are staff intensive to supervise (i.e., acute mental illness, seriously persistently mentally ill, etc.).

A housing unit is generally served by a decentralized programs and activities center, which minimizes the need to move inmates throughout the facility. Only one of the three required decentralized programs and activities centers as identified in the 2016 Program will be provided in Phase 2 (7th floor).¹⁴ There will be limited program and support spaces available on the 3rd and 4th floors that will be renovated for yet-to-be-determined programs/activities, but, which at a minimum, will include an exam room for sick call and secure storage for a medication cart. This lack of decentralized programs and activities centers will necessitate the need to escort inmates to programs/activities and provide security supervision, which will require escort/utility staff. Escort/utility staff necessary to escort inmates to/from and supervise programs and activities is included as part of the escort/utility staff provided for in section 6.000 Security Operations.

¹¹ 950 represents all available beds.

¹² A housing unit is a cluster of housing pods that, generally, are overseen by a unit supervisor and served by a single decentralized programs and activities center.

¹³ A single utility officer will be assigned to cover both the 5th and 6th floors.

¹⁴ 8,000 Housing – Adult Inmates provided for three decentralized programs and activities centers. 9,000 Housing – Youthful Inmates and 13,000 Health Care Services each provides for a decentralized programs and activities center to serve these specialized populations.

Note: While only one the decentralized program and activities centers is provided in this phase, overall the program space in Phase 1 is more than double what is presently available.

The 2016 Program provides for inmates to participate in recreation directly from the housing pod without staff escort or direct supervision. Inmates in existing housing pods (4)¹⁵ will recreate in a central recreation yard. This will require staff to escort and supervise inmates participating in recreation. This will necessitate an increase in staffing to escort and supervise inmates participating in recreation.

9.000 Housing – Youthful Inmates (P2)

While operationally the full 2016 Program for Youthful Inmates will be realized, fewer youthful inmates will be served. The 2016 Program was premised on serving 40 youthful inmates. In Phase 2 only 28 youthful inmates will be served, which will not reduce the number of housing officers. Given the reduction in the number of inmates being served, the housing officers will also provide intermittent supervision of the program areas. Staff assigned to the utility officer- youthful inmates post will not be funded in this phase.

13.000 Health Care Services (P2)

A utility officer for health care is added to provide escort for health care staff and to provide security supervision for sick call conducted in decentralized areas and for medication distribution. If needed, utility staff assigned to overall facility escort/support (see 6.000 Security Operations) will assist in supporting sick call in decentralized areas and for medication distribution for periods when the dedicated utility officer is not available.

14.000 Foodservice (P2)

Foodservice will continue to be provided by the County's Consolidated Food Service. The preliminary staffing plan included an officer to provide security supervision for both the kitchen and laundry and envisioned an in-house full-service kitchen. Without an in-house full-service kitchen, staff assigned to the kitchen/laundry officer post will not be funded in this phase. Supervision during tray prep/serving and dishwashing will be provided by the warehouse/maintenance officer post, which will increase from 8 to 12 hours per day, and from five to seven days per week (see 17.000 Maintenance/Central Plant).

15.000 Laundry (P2)

The laundry will function as it presently does – primarily a contracted service along with limited in-house laundry operations. The preliminary staffing plan included an officer to provide security supervision for both the kitchen and laundry and envisioned an in-house full-service laundry. Without an in-house full-service laundry, staff assigned to the kitchen/laundry officer post will not be funded in this phase. Intermittent supervision for the laundry function will be provided by the warehouse/maintenance officer post, which will increase from 8 to 12 hours per day, and from five to seven days per week (see 17.000 Maintenance/Central Plant).

¹⁵ Existing housing pods include: 3A, 3C/E, 3G/I, and 3K

17.000 Maintenance/Central Plant (P2)

The full 2016 Program for Maintenance/Central Plant will be realized in Phase 2. As noted in 14.000 Foodservice and 15.000 Laundry, the warehouse/maintenance officer post will be staffed on a 12-hour/7-day basis to provide supervision of limited foodservice and laundry activities.

Option 3 Phase 2 – Preliminary Staffing Plan Adjustments Summary

A total of 326.5 staff is anticipated to operate the jail in Option 3 Phase 2, which represents the 2016 Program with the operational and staffing adjustments previously outlined, and which represents a net increase of 6.9 FTE over the preliminary staffing plan developed for the 2016 Program.¹⁶ Key adjustments include:

1. Elimination of security screening in the public lobby;
2. There is an increase in the number of housing pods, which results in an increase in security staff;
3. There is an increase in the number of housing units;
4. The number of decentralized program and activities centers for adult inmates decreases;
5. Utility staff will be assigned by floor, and not by housing unit; and
6. The number of youthful inmates served decreases.

Table III.3 summarizes by job classification the proposed net adjustments to the preliminary staffing plan during Option 3 Phase 2. Only the functional post/positions where an adjustment to the preliminary staffing plan is indicated (i.e., an increase or decrease in proposed staff, or a new post/position added) are listed.

¹⁶ The preliminary staffing plan developed for the 2016 Program called for a total of 319.6 FTE staff.

Table III.3 – Option 3 Phase 2: Preliminary Staffing Plan Adjustments, Summary¹⁷

Position	FTE
Sergeant	(2.1)
Unit Supervisor-HU1	(6.3)
Unit Supervisor-HU2	(1.0)
Unit Supervisor-HU3	(1.0)
Unit Supervisor-HU4	6.3
Deputy I-II	7.9
3A: Male GP Huber	6.4
3C/E: Male GP Huber	6.4
3G/I: Male GP Huber	6.4
3K: Male GP Huber	6.4
8.400A: Male GP Huber	(6.4)
8.400B: Male GP Huber	(6.4)
8.400C: Male GP Huber	(6.4)
Central Recreation	2.1
Kitchen/Laundry Officer	(4.3)
Reception/Security Screening	(5.8)
Utility Officer	6.4
Utility Officer-FL3	4.3
Utility Officer-FL4	4.3
Utility Officer-FL5/6	4.3
Utility Officer-FL7	4.3
Utility Officer-FL8	4.3
Utility Officer-FL9	6.4
Utility Officer-Health Care Escort	2.1
Utility Officer-HU1	(8.5)
Utility Officer-HU2	(6.4)
Utility Officer-HU3	(6.4)
Utility Officer-Youthful Inmates	(6.4)
Visitation Officer	(0.8)
Warehouse/Maintenance Officer	1.7
Security Support Specialist	1.1
Visitor Registration	1.1
Grand Total	6.9

C. OPERATING COSTS¹⁸

The projected operating costs for Option 3 are based on FY15 dollars – the same FY dollars used to calculate projected operating costs for Option 1 and Option 2. Unless otherwise noted, the assumptions used to calculate the projected operating costs based on the 2016 Program are used to calculate the projected operating costs for Option 3 – Phase 1 and Phase 2. When the operating cost is premised on an ADP, it is assumed that the ADP is 757.¹⁹

¹⁷ Calculations were completed in MS Excel using numbers with one decimal place. As a result, totals may not add due to rounding.

¹⁸ Id.

¹⁹ 757 represents the ADP for 2015, and was used in the Update Report to calculate current (2015), Option 1, and Option 2 costs. To develop a parallel calculation for the Option 3 costs, the same ADP of 757 is used.

Option 3 – Operating Costs Assumptions

The compensation costs calculated for the 2016 Program serve as the baseline personnel costs for Phase 1 and Phase 2. The personnel costs associated with adjustments made to the preliminary staffing plan were applied to the baseline.²⁰ In Phase 1, personnel costs increased \$767,890. In Phase 2, personnel costs increased \$440,745.

Foodservice as envisioned in the 2016 Program is not available in Phase 1 or Phase 2. Foodservice will continue to be provided by the County's Consolidated Foodservice, and costs will be calculated using the 2015 per diem of \$9.05/inmate, the same per diem used to calculate foodservice costs for Option 1 and Option 2.

Laundry as envisioned in the 2016 Program is not available in Phase 1 or Phase 2. Laundry will continue as a contracted service with limited in-house laundry operations, and costs will be calculated using the 2015 per diem of \$0.54/inmate, the same per diem used to calculate laundry costs for Option 1 and Option 2.

Option 3 – Operating Costs Summary

Table III.4 compares Option 3's Phase 1 and Phase 2 projected staffing and operating costs. The table is broken out into the six major cost categories identified in the Update Report.

Based on the operating assumptions outlined, the operating budget for Phase 2 is \$334K less than the Phase 1 operating budget. In large part, this difference can be attributed to the construction of housing pods within the PSB that are more staff efficient to operate in Phase 2. The projected Phase 2 costs of Option 3 would in effect be 0.8 percent more efficient in terms of expenditures than Phase 1.

Table III.4 – Dane County Jail Option 3 Operating Costs Summary, Phase 1 and Phase 2

Cost Center	Option 3 Phase 1 Budget	Option 3 Phase 2 Budget
Personnel	\$29,963,982	\$29,636,837
Health Care	\$5,805,114	\$5,805,114
Foodservice	\$2,500,560	\$2,500,560
Laundry	\$149,205	\$149,205
Maintenance	\$143,679	\$143,679
Operations	\$758,904	\$752,466
Budget Total	\$39,321,444	\$38,987,860

D. OPTION 3 – DANE COUNTY STAFFING AND OPERATING COSTS ADJUSTMENTS

A number of factors could serve to decrease the projected future staffing levels and/or operating costs, either in the long term or on a temporary basis. In addition, it is anticipated that revenue may be generated by housing youthful inmates from other Wisconsin jurisdictions. The projected operating budget for each phase of Option 3 was adjusted to reflect these factors.

²⁰ Entry-level compensation was applied to positions that were considered new FTE.

Staffing Adjustments

In discussion with Dane County officials, there is the strong likelihood that positions outlined in each of the Option 3 phases may be reduced, not be authorized, or other provisions are envisioned to fulfill the need. These are outlined below.

Option 3 position adjustments include:

1. Dane County does not intend to pursue professional accreditation other than NCCHC accreditation. The presently assigned lieutenant will continue to work with the contracted medical/mental health service provider for continued NCCHC accreditation. (Phase 1 and Phase 2)
2. Training will be managed and overseen by the DCSO's department-wide training specialist. (Phase 1 and Phase 2)
3. The present practice of having the Officer-in-Charge be responsible for jail operations will continue provided clerical support to perform the scheduling function is allocated. These positions would be funded as part of the Sheriff's Office Administrative Services Division. (Phase 1 and Phase 2)
4. Central control will be staffed by two security support specialists on the nightshift. (Phase 1 and Phase 2)
5. With the establishment of floor utility officers, fewer utility officers will be designated for overall facility escort/support. (Phase 1 and Phase 2)
6. The intake/release supervisor with support from the administrative manager will serve as the civilian supervisor assigned to intake/release. (Phase 1 and Phase 2)
7. The second utility officer-FL9 designated to support medical and mental health housing during the dayshift will not be funded. (Phase 1 and Phase 2)
8. A single HU supervisor will manage HU2 and HU3 during the day and evening shifts, and will manage HU2, HU3, and HU4 during the nightshift. (Phase 1 and Phase 2)
9. A single housing officer will provide supervision of both male and female youthful inmate housing pods during the nightshift. (Phase 1 and Phase 2)
10. The lieutenant assigned to programs and supported by the programs/projects assistant, will serve as the director of programs. (Phase 1 and Phase 2)
11. The utility officer designated for health care escort will not be funded. (Phase 1 and Phase 2)
12. A lieutenant will be assigned to coordinate the warehouse/commissary, environmental, and maintenance functions as an added duty. (Phase 1 and Phase 2)

Table III.5 outlines by phase the positions proposed for Option 3 that have been adjusted by Dane County.

Table III.5 – Dane County Adjustments to Staffing Plan, Option 3

Position	Option 3	
	Phase 1	Phase 2
Lieutenant	(6.1)	(6.1)
Shift Commander	(6.1)	(6.1)
Sergeant	(7.3)	(7.3)
Accreditation Manager	(1.0)	(1.0)
Unit Supervisor-HU2	(2.1)	(2.1)
Unit Supervisor-HU3	(3.1)	(3.1)
Unit Supervisor-HU4	(1.0)	(1.0)
Deputy III	(1.0)	(1.0)
Training Specialist	(1.0)	(1.0)
Deputy I-II	(21.3)	(23.4)
9.200 Male GP Flex	(1.1)	(1.1)
9.300 Female GP Flex	(1.1)	(1.1)
Utility Officer	(14.9)	(17.0)
Utility Officer-FL9	(2.1)	(2.1)
Utility Officer-Health Care Escort	(2.1)	(2.1)
Security Support Specialist	1.8	1.8
Central Control	1.8	1.8
Civilian	(4.0)	(4.0)
Civilian Supervisor	(1.0)	(1.0)
Director of Programs	(1.0)	(1.0)
Environmental Coordinator	(1.0)	(1.0)
Warehouse Coordinator	(1.0)	(1.0)
Total	(37.8)	(40.0)

Youthful Inmates

The youthful inmate housing unit was oversized in its program and design in order to provide economies of scale, and may serve to generate revenue by housing youthful inmates from throughout the state in Phase 2.²¹ It is assumed that inmates from other jurisdictions will occupy 65 percent of the youthful inmate beds. For purposes of this exercise, an average per diem board rate of \$55 is used to calculate the revenue likely to be generated by the renting of youthful inmate beds.²² In Phase 2, it is anticipated that the County would generate revenue of \$361,350²³ annually.

Option 3 – Dane County Staffing and Operating Costs Adjustments, Summary

Collectively, these factors serve to reduce the projected operating costs for Option 3 by \$3.5M and 4.1M annually (Phase 1 and Phase 2, respectively). Tables III.6 and III.7 outline the impact these factors have on the projected staffing levels and operating costs previously calculated. Phase 2 realizes the greatest efficiencies and cost savings, with operating costs \$353K under the current DCJ's operating costs of \$35,272,618, and 1.5

²¹ During Phase 1, as previously noted, jail staff will be challenged to keep Male GP Huber inmates from being housed with other inmates. In 2016, DCJ reports that a female youthful inmate was housed only 42% of the time. When not being used for its intended population, youthful inmate housing may be used for housing adult inmates. Because it cannot be counted on to offset operating costs, revenue generated from housing youthful inmates from throughout the state is not included in the Phase 1 operating costs calculations.

²² The \$55 per diem was the board rate used in calculating potential revenue for youthful inmate beds in Option 1 and Option 2.

²³ Youthful inmate annual revenue calculation = number of beds x per diem x 365 days. Number of youthful inmate beds = 28. Calculation: 18 youthful inmate beds (65% of beds) x \$55 per diem x 365 days = \$361,350 annual revenue.

fewer staff than the current total of 288.1, while accommodating 950 inmates. When compared to Phase 2, Phase 1 has operating costs that are \$858K higher, requires more staff, and accommodates fewer inmates.

Table III.6 – Adjusted Staffing and Operating Costs, Option 3 Phase 1

	Staff	Total Beds	Operating Costs	Per Diem ²⁴
Projected Phase 1	330.8	922	\$39,321,444	\$142.31
Modified Positions ²⁵	(37.8)	-	(\$3,543,467)	
Foodservice	-	-	\$0	
Laundry	-	-	\$0	
Youthful Inmate Housing Revenue	-	-	\$0	
Net Impact Total	292.9	922	\$35,777,977	\$129.49

Table III.7 – Adjusted Staffing and Operating Costs, Option 3 Phase 2

	Staff	Total Beds	Operating Costs	Per Diem ²⁶
Projected Phase 2	326.5	950	\$38,987,860	\$141.10
Modified Positions ²⁷	(40.0)	-	(\$3,707,040)	
Foodservice	-	-	\$0	
Laundry	-	-	\$0	
Youthful Inmate Housing Revenue	-	-	(\$361,350)	
Net Impact Total	286.6	950	\$34,919,471	\$125.79

E. STAFFING AND OPERATING COSTS COMPARISONS

Table III.8 summarizes Option 1, Option 2, and Option 3's projected staffing and operating costs. It also summarizes and compares the current DCJ's staffing and operating costs with Option 1, Option 2, and Option 3's projected staffing and operating costs as adjusted by Dane County officials. Except for Option 3 Phase 1, the adjusted operating budget for each phase of the three options proposed is less than the current DCJ operating budget, with savings ranging from \$379K to \$798K annually as well as requiring fewer staff than currently authorized.

²⁴ Per diem was calculated based on ADP of 757 inmates.

²⁵ Entry-level compensation was applied to modified positions that were part of the preliminary staffing plan and were considered new FTE and are not part of the present FTE staff complement; the average compensation was applied to any remaining positions.

²⁶ Per diem was calculated based on ADP of 757 inmates.

²⁷ Entry-level compensation was applied to modified positions that were part of the preliminary staffing plan and were considered new FTE and are not part of the present FTE staff complement; the average compensation was applied to any remaining positions.

Table III.8 – Staffing and Operating Costs Comparison: Current DCJ, Option 1, Option 2, and Option 3

	Current DCJ	Option 1		Option 2		Option 3	
		Phase 1	Phase 2	Phase 1	Phase 2	Phase 1	Phase 2
Option 1, Option 2, and Option 3 Projections							
Budget		\$39,023,632	\$38,049,338	\$39,372,401	\$38,049,338	\$39,321,444	\$38,987,860
Total Staff		325.9	334.5	330.2	334.5	330.8	326.5
Dane County Adjustments – Option 1, Option 2, and Option 3							
Budget	\$35,272,618	\$34,893,709	\$34,612,359	\$34,474,321	\$34,612,359	\$35,777,977	\$34,919,471
Total Staff	288.1	285.7	284.3	282.1	284.3	292.9	286.6
Total Beds	1,013	938 ²⁸	944	944	944	922	950
Savings	-	(\$378,909)	(\$660,259)	(\$798,297)	(\$660,259)	\$505,359	(\$353,147)

²⁸ In Option 1 Phase 1, the 938 beds include 6 short-term beds, which were not reflected in the Update Report, and 192 beds, which is the number of beds planned for the reuse of existing housing on the 3rd floor. In Option 3 Phase 2, the number of beds planned for the reuse of the existing housing on the 3rd floor is 204.

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IV. CONCLUSION

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CONCLUSION

Over the past five years, Dane County has implemented several studies of the Jail System in order to address the needs of the medical and mental health population; reduce the health and life safety risks to inmates, staff and volunteers; eliminate or greatly reduce the use of solitary confinement; upgrade the facilities to current and nationally accepted codes, regulations and standards and finding efficiencies in operations and staffing. The studies undertaken have been:

- Dane County Jail Huber/Treatment Facility Needs Analysis Study
 - The scope was amended to include a comprehensive Jail analysis of the entire Security Services System. The full report was entitled “Dane County Jail and Sheriff’s Office – Needs Assessment and Master Plan”, dated June 2014 (called the Master Plan)
- Dane County Jail Updates, which included three parts:
 - Health and Life Safety Assessment of City/County Building (CCB) Jail – dated May 2016
 - Mitigation Report for the City/County Building Jail – dated August 2016
 - Dane County Jail Update Study – Final Report – dated December 2016 (called the Update Report)
 - Complete a thorough analysis of the cost of adjusting the June 2014 Needs Assessment and Master Plan (Master Plan) to provide two (2) Options to bring the jail up to current jail standards, applicable state and federal codes and regulations, and inmate health and safety needs at the current PSB site.
 - Evaluate the final recommendations of the Public Protection and Judiciary Workgroups (Mental Health and Solitary Confinement, Alternative to Arrest and Incarceration, and Length of Stay) and incorporate any predicated reductions in jail population into the options.
 - Dane County Jail Update Study – Option 3 – dated June 2017

All of the studies have shown that the Dane County Jail System needs upgrading in order to achieve the County’s goals and priorities. The goals of the County have not changed over the course of each study. However, the path to get there has been modified along the way, as additional information and priorities changed.

Over the course of time when the County wrote scope and contracts for the various reports, and when the reports were written, new detailed information came to light along the way. Our team worked closely with the Dane County Sheriff’s Office (DCSO), the Public Protection and Judiciary (PP&J) Committee and the Dane County Executive’s Office in order to provide the best possible solution as reflected in Option 3, based upon the most current information.

The goal of Option 3 was to realize Option 1 Phase 1 by the end of the second phase in Option 3. It should be noted here that the 2016 Program will not be fully implemented until subsequent phases are completed.

Our team analyzed many ways to accomplish Option 3; however, limitations and restrictions drove the concept design and subsequent capital and operating costs. Some of the parameters were:

- Keep Option 3 Phases 1 and 2 on the current PSB site.
- No new beds should be added to the system with the added goal of reducing beds.
- Maintain the goals of the 2016 Program, as much as possible given the restraints of the existing building.
- Keep operating costs to a minimum.
- Phase 1 is a replacement of the current CCB Jail, along with addressing the medical/mental health needs of the inmates and decommissioning of the Ferris Center by moving the Huber inmates to the PSB location.
- Phase 2 should expand the intake/release and visitation components, relocate the Dane County Sheriff's Office and Dane County Emergency Management Office, and create reception housing.
- Subsequent phases would implement the full 2016 Program.

With Options 1 and 2, concessions had to be made to realize the goals as requested. As with Options 1 and 2, the Option 3 plan has been scrutinized, reviewed and optimized; yet, cannot provide every single space, square footage and program element in the 2016 Program due to the parameters outlined above.

As stated in the previous study, the cost of constructing a jail is higher than typical construction costs of other commercial buildings. This project is unlike any other building project this county has ever seen. In addition to the parameters listed above, it is also unique in that it is a fully functional 7x24x365 jail facility; the building cannot be vacated during construction; and it is on a small downtown site location, which makes construction more difficult.

Over the course of the last 5 years, the Mead and Hunt Team has worked with Dane County to provide clear and concise reports on improvements to the Dane County Jail System. The options have been refined, reviewed and discussed both internally with Dane County Offices and Departments and externally with public committees, groups and through the media.

The best possible solutions have been provided, given the desires, goals and priorities of the County in order to create a safe and modern jail building complex that will provide decades of efficiencies. The realities of reducing three buildings to one, utilizing an existing occupied building, keeping future increases in operating costs to a minimum and reducing the number of beds in the system can all be realized in Option 3.

In order to fully realize the goals of: addressing the needs of the medical and mental health population; reduce the health and life safety risks to inmates, staff and volunteers; eliminate or greatly reduce the use of solitary confinement; upgrade the facilities to current and nationally accepted codes, regulations and standards and finding efficiencies in operations and staffing, the County merely needs to decide on which option is the best avenue to get there.

V. ACKNOWLEDGEMENTS

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Chief Deputy Jeff Hook

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Lt. Dan Bolch

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Lt. Brian Mikula

Lt. Chuck Immel

Sgt. Krist Boldt

Sgt. Mark Olson

Sgt. Mica Weber

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And all the county staff and board members that have helped us to understand and address the issues of the entire Jail Security System and the services particular to Dane County.

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