



RFP NO. 315030

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. 315030
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE
COLISEUM ROOF STRUCTURAL EVALUATION
ALLIANT ENERGY CENTER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN

A Pre-proposal Coliseum tour will be held Thursday, May 7, 2015 at 1:00 p.m. at 1919 Alliant Energy Center Way starting in the main conference room. Firms interested in submitting a proposal are strongly encouraged to attend this tour.

Due Date / Time: **TUESDAY, May 19, 2015 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

Bid Deposit: **5% OF BID AMOUNT**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

Rob Nebel, Assistant Public Works Director, at 608/267-0119 or
J.Eric Urtes, AIA –Project Manager
TELEPHONE NO.: 608/266-4798
FAX NO.: 608/267-1533
E-MAIL: urtes.eric@countyofdane.com



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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

Commissioner / Director
Gerald J. Mandli

May 1, 2015

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 315030 to provide professional design and engineering services for the Alliant Energy Center Coliseum Roof Structural Evaluation. The Proposals are due on or before **2:00 p.m., Tuesday, May 19, 2015**. No proposal bond or performance bond is required for this project.

The Coliseum currently hosts a wide range of events ranging from agricultural expositions to sporting games and headlining musicians. Often times during these events, equipment is hung from the arena structure. This equipment can total to thousands of pounds of weight on the structure, in addition to the winter snow and other roof mounted loads. The selected firm will need to provide recommendations on the approach needed to determine the current structural integrity of the roof system and establish the load capacity of various rigging points for equipment (to create a new set of rigging guidelines). . The Coliseum currently has a defunct structural monitoring system installed on some of the members that support the roof. The selected firm will also need to evaluate this system and provide recommendations on the system to either replace it or return it to working order. The original architectural and structural drawings for the Veterans Memorial Coliseum will be made available to the selected A/E firm. As-built drawings from the original construction are unavailable, it will be the responsibility of the selected firm to compare the current structure of the dome (and identify elements mounted to it) by performing a laser scan of the facility with the original structural design to identify any structural concerns.

SPECIAL INSTRUCTIONS

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

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 315030
Alliant Energy Center Coliseum Structural Evaluation
2:00 p.m., Tuesday, May 19, 2015"
4. Mail to:
J. Eric Urtes, AIA - Project Manager
Dane County Department of Public Works
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Eric Urtes at 608/266-4798 or send email to urtes.eric@countyofdane.com.

Sincerely,

J. Eric Urtes

| Project Manager

Encl.: Request for Proposals No. 315030 Package

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LEGAL NOTICE

INVITATION FOR PROPOSALS

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

2:00 P.M., TUESDAY, MAY 19, 2015

REQUEST FOR PROPOSALS NO. 315030

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE COLISEUM ROOF STRUCTURAL EVALUATION VETERANS MEMORIAL COLISEUM AT THE ALLIANT ENERGY CENTER 1919 ALLIANT ENERGY CENTER WAY MADISON, WISCONSIN

Dane County is inviting Architectural and Engineering Proposals for the structural evaluation of the roof system at the Veterans Memorial Coliseum at the Alliant Energy Center (Dane County Fairgrounds) to determine the current structural capacity of the dome. A primary objective will be to review and revise the rigging guidelines needed for a variety of entertainment venues. Only firms with capabilities, experience & expertise with similar projects should obtain this packet & submit Bids.

Request for Proposals package may be obtained after **2:00 p.m. on Friday, May 1, 2015** by downloading it from countyofdane.com/pwbids. Please call Rob Nebel, Assistant Public Works Director, at 608/267-0119, or Eric Urtes, AIA-Project Manager, at 608/266-4798 for any questions or additional information.

Proposer's must be a registered vendor with Dane County & pay an annual registration fee before award of Agreement. Complete Vendor Registration Form at danepurchasing.com/registration or obtain one by calling 608/266-4131.

A Proposer's tour will be held **Thursday, May 7, 2015 at 1:00 p.m.** at starting at the main conference room of the Administration Building (1919 Alliant Energy Center Way) prior to a tour of the Coliseum. Firms interested in submitting are strongly encouraged to attend this tour.

PUBLISH:

TUESDAY, APRIL 28, 2015 AND MAY 5, 2015 - WISCONSIN STATE JOURNAL

TUESDAY, APRIL 28, 2015 AND MAY 5, 2015 - THE DAILY REPORTER



SIGNATURE PAGE

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

COMMODITY / SERVICE: Professional Design Services			
REQUEST FOR PROPOSAL NO.: 315030	PROPOSAL DUE DATE: 05/19/15	BID BOND: N/A	PERFORMANCE BOND: N/A
PROPOSAL INVALID WITHOUT SIGNATURE			
THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			

CONTRACT COMPLIANCE PROGRAM WORKSHEET

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

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

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

Signature: _____ Date: _____
 (over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

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

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

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

EQUAL BENEFITS REQUIREMENT

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

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering(A/E) design services to provide a structural evaluation study for the Veterans Memorial Coliseum at the Alliant Energy Center (AEC) in Dane County, Wisconsin.
- B. Constructed between 1965-1967 the Veterans Memorial Coliseum is a multi-use three story structure with an approximate gross area of 106,600 square feet. The building is located on the northern corner of the Alliant Energy Center property and is the most prominent visual element on the Alliant Energy Center campus due to its distinctive folded plate white roof when it is viewed from the major Madison arterial of John Nolan Drive. The Coliseum serves as the major concert performance venue for the Alliant Energy Center and in addition hosts numerous livestock shows, sporting events (currently hosting a hockey league), product shows, and singular events like the Circus and Monster Truck shows. The three primary floor levels serve the Coliseum seating via a wide perimeter circulation concourse that can handle large crowds. There are two major lobbies (the west side lobby is where ticket sales are conducted) located on opposite sides of the building. Additional public amenities include elevator access, concessions, offices and luxury suites. Seating capacity is in excess of 10,000 for general admission events.
- C. Since the construction of the Coliseum there have been a number of studies related to the roof structure, primarily focused on the rigging guidelines and the rooftop snow load. In addition, the building was re-roofed in 2009 with additional rigid insulation covered by a TPO membrane. Previous study information, report letters, and related drawings will be made available to the selected A/E firm for review.
- D. Access to the interior space of the Coliseum will be made available to the selected A/E firm staff throughout the design process and will be coordinated with the Dane County Project Manager/AEC staff. Electronic scans of the original building drawings (architectural and structural) will be made available.
- E. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have more than one registered structural engineer as responsible member of the firm.
 2. Have been in business for a period of not less than five (5) years.
 3. Must have been responsible for the completion of at least three (3) structural studies and/or construction design projects of similar scope and size of the Dane County Coliseum.
 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.

1. Specific Study Requirements

- a. **Laser Scan:** Provide a laser scan survey of the entire interior dome (taken from below and from the top of the seating areas) to define the as-built construction of the structure and to inventory all ceiling mounted elements. Coordination with AEC staff will be necessary to lower lighting systems to complete the structural scan.
- b. **Structural Computer Modeling:** Analysis of existing roof structural construction (based on original drawings and laser scan results) with a finite element RISA 3-D computer model (or similar structural analysis software program that produces a visual reference plan for each structural member). Include, in addition to the original dead load and the original snow load, the new roofing load, new scoreboard loads, lighting systems, sound equipment, catwalks, and any ceiling mounted items. Also include the loading allowed under the current rigging guidelines. Provision will also be made to include loads associated with a proposed reduction curtain that would screen the upper seating areas (weights for screen fabric and equipment will be provided by the County).
- c. **Code Review:** Conduct a code review of the structure utilizing The International Existing Building Code and any other applicable codes. Summarize the analysis and provide charts/spreadsheets where necessary to clearly illustrate the findings.
- d. **Rigging Guideline Review:** Examine present rigging guidelines and provide comment based on computer modeling.
- e. **Review Existing Monitoring System:** A monitoring system was installed in the early 1990's based on concerns with the Coliseum's roof framings ability to support unbalanced snow loads (a number simulations were done regarding the snow loading under other studies). A monitoring system with eight tilt meters set around the ring and mounted to the radial steel arch ends, along with a bi-directional tilt meter set at the center peak was installed. The units were connected to a control panel in the lower level, the information collected could alert the staff to snow loading in excess of established safety levels so that snow removal procedures could be undertaken or events rescheduled if necessary. The system has been non-functional for a number of years. The existing tilt meters need to be demounted and tested (along with the associated wiring) to determine if they can be reused with a new instrumentation system or if an entirely new system of tilt meters (and perhaps other monitoring devices) should be specified. The Proposer will be responsible for review of the existing system and providing a detailed specification (suitable for bidding) for either reusing existing equipment or providing a completely new system. For either situation the Proposer will develop a proposed safety monitoring load level and in consultation with the County outline response plan procedures to be followed in the event of an alarm condition.
- f. **Roof Video Monitoring System:** Review the concept and value of providing a new video roof monitoring system to assist staff in monitoring snow conditions on the roof. Provide detailed recommendations and specifications (suitable for bidding) for installation of a video surveillance system.
- g. **Heat Trace Cables Roof Valleys:** Review the concept and value of providing a new heat trace cable system that runs in the valleys on top of the roofing membrane. Provide a recommendation and an outline specification for a system.

- h. **Feasibility of Added Bracing:** Review the concept and value of providing additional structural bracing to the roof framing system. Designate areas where bracing would be of the most benefit and recommend future steps that should be considered by the County for having bracing systems designed.

B. Study

- 2. Prepare a summary report / study consisting of text, drawings, and other documents that illustrate the observations made regarding the structural condition of the Coliseum roof system and provide recommendations / options for restoration & repairs with associated priorities & cost estimates.
- 3. Study shall contain the following sections at a minimum:
 - i. Executive Summary
 - j. Introduction
 - k. Comparison of original drawings with laser scan results. Inventory all interior ceiling mounted items (lighting system, scoreboard, etc.). Provide laser scan information for future County reference in a computer readable format.
 - l. Analysis of existing roof structural construction (based on original drawings and laser scan results) with a finite element RISA 3-D computer program (or similar structural analysis software program) to develop a model.
 - m. Review of present rigging guidelines.
 - n. Review of existing (defunct) stress monitoring system and specific recommendations for replacement/repair with updated monitoring equipment.
 - o. Analysis of the structure using The International Existing Building Code and other applicable building codes.
 - p. Recommendations for the Alliant Energy Center regarding monitoring, roof snow removal, addition of internal structural bracing, provision of heated cables in the roof valleys, rooftop snow surveillance systems, and other relevant items.
 - q. Cost Estimate for budgeting purposes for all items listed ~~...~~
 - r. Summary: Recommendations for any further study/analysis of the structural aspects for the roof. The summary should outline all recommendations for next steps to be taken by the County in a priority list.

C. Design & Construction (Future Phases)

- 1. Dane County shall consider selection from the options / recommendations presented in the Study for potential implementation. At the determination of Dane County the A/E firm may be requested to furnish a proposal for additional investigation, analysis and/or design services.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in EIGHT distinct sections or divisions:
 - 1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
 - 2. Description of firm's qualifications, related experience, organization and resources.
 - 3. Brief list (min. of three, max. of five) of similar projects previously completed with the project details, name, address and telephone number of the client for whom the work was

done. Specific reference shall be made to projects involving public facilities as is being proposed. You may separately list additional professional references.

4. Description of planning and design techniques to be used in approaching the project.
5. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer / architect will be interviewed if firm is short-listed. Include listing of other consultants who may participate in this project and their area of expertise.
6. Indicate staff availability and tentative timetable with project tasks for the Work.
7. Fee for services stated as Lump Sum.
8. State clearly any limitations you wish to include in *Architectural / Engineering Professional Services Agreement* and advise of any conditions that you may have.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

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

5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Fee for A/E Design Services for this Request for Proposal shall be stated as a Lump Sum.

6. COLISEUM TOUR / PRE-PROPOSAL MEETING

- A. A proposing firm Coliseum tour will be held on Thursday, May 7, 2015 at 1:00 p.m. at the Alliant Energy Center Administration Building, 1919 Alliant Energy Center Way, Wisconsin, starting in the main conference room. Proposing firms are strongly encouraged to attend this tour, however attendance is optional.

7. OWNER'S RESPONSIBILITY

- A. Dane County will provide all available building architectural, structural, mechanical, electrical, plumbing drawings to selected A/E firm. These drawings may not be complete or in an as-built condition. A/E firm will need to confirm accuracy of drawings.
- B. Dane County will provide all available structural studies conducted in past years relating to the Coliseum roof, snow loading, and rigging guidelines.

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>
May 1, 2015	RFP issued
May 7, 2015 - 1:00 p.m.	Coliseum tour
May 14, 2015 - 2:00 p.m.	Written inquiries due
May 15, 2015	Addendum (if necessary)
May 19, 2015 - 2:00 p.m.	Proposals due
May 26, 2015 (estimated)	Notification of intent to award sent out
June 30, 2015 (estimated)	Contract start date
August 10, 2015 (estimated)	Draft Study/Recommendations due
August 28, 2015	Final Study/Recommendations due

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 J. Eric Urtes, AIA, Public Works Project Manager, 608/264798, urtes.eric@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by **2:00 p.m., Tuesday, May 19, 2015**.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates will 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) days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

FAIR LABOR PRACTICES CERTIFICATION

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

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

- B. That BIDDER, APPLICANT or PROPOSER has (check one):

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlrb.gov and werc.wi.gov.

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

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

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

COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
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COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: May 19, 2015

Project No.: 315030

Agreement No.: _____

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and [A/E Name, Address, City, State, Zip], hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE COLISEUM ROOF
STRUCTURAL EVALUATION

WHEREAS, COUNTY deems it advisable to engage the services of the A/E to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Agreement as of the above date.

[A/E Firm Name]

COUNTY OF DANE

Signature Date

Joseph T. Parisi, County Executive Date

Printed Name

Scott McDonell, County Clerk Date

Title

Federal Employer Identification Number (FEIN)

1. ARTICLE 1: SCOPE OF AGREEMENT

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

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

2.A. General:

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

Study Phase

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

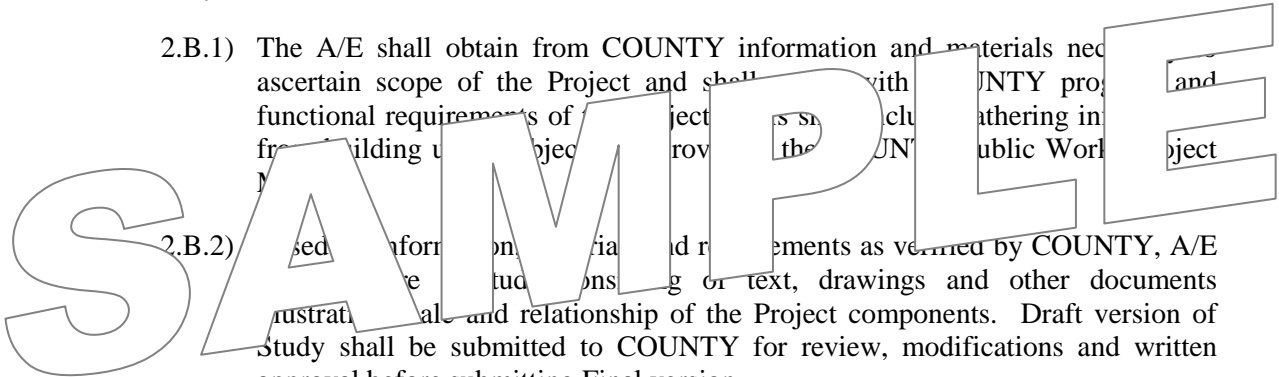
2.A.3) NOT USED

2.A.4) NOT USED

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. Study Phase:

2.B.1) The A/E shall obtain from COUNTY information and materials needed to ascertain scope of the Project and shall coordinate with COUNTY project manager to determine functional requirements of Project. The A/E shall coordinate with COUNTY project manager to determine the building use and project location. The A/E shall coordinate with COUNTY project manager to determine the project location and relationship of the Project components. Draft version of Study shall be submitted to COUNTY for review, modifications and written approval before submitting Final version.



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

2.B.3) Study Phase deliverables shall be:

2.B.4) a. Draft Study:

- (1) Electronic copy in Word 2010 (or earlier version);
- (2) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
- (3) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.4) b. Final Study:

- (1) Original unbound paper copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Four (4) bound copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic copy in Word 2010 (or earlier version);
- (4) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study ; and

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

- 2.C. Schematic Design Phase: NOT USED
- 2.D. Design Development Phase: NOT USED
- 2.E. Construction Documents Phase: NOT USED
- 2.F. Bidding Phase: NOT USED
- 2.G. Construction Phase: NOT USED

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information records required for the project which set forth COUNTY's objectives for the project and overall project goals. COUNTY will make available to the A/E all data, drawings, or requests for information (RFIs) which are needed to fulfill the professional responsibility of the A/E, which include, but are not limited to, existing building drawings and COUNTY records. Such documents will be the most recent and accurate available of such data. The A/E shall be without contractual or legal liability unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

4. ARTICLE 4: COMPENSATION

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

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

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

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

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

- [REDACTED]
- [REDACTED]
- [REDACTED]

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

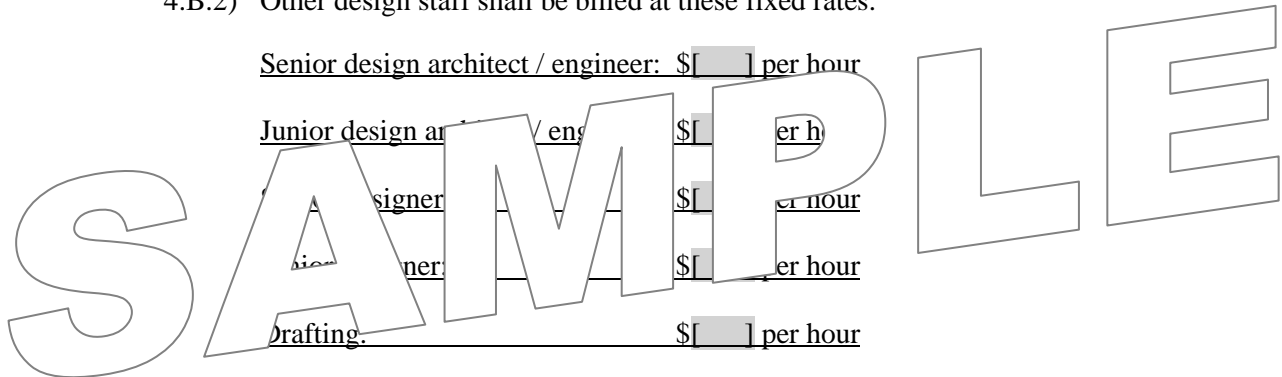
Senior design architect / engineer: \$[REDACTED] per hour

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

Designer: \$[REDACTED] per hour

Assistant Designer: \$[REDACTED] per hour

Drafting: \$[REDACTED] per hour



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

4.C. Reimbursable Expenses:

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

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

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

4.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

4.D.1) a. Providing additional professional design services.

4.E. Payments to the A/E:

4.E.1) Payments of the lump sum fee shall be made monthly, in proportion to the performance of the project, to increase the fee at the completion of each phase of the project.

Draw version of Facility Study	50%
Final version of Facility Study	100%

SAMPLE

4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that the study has been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.

4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.

4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.

4.E.5) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by

COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

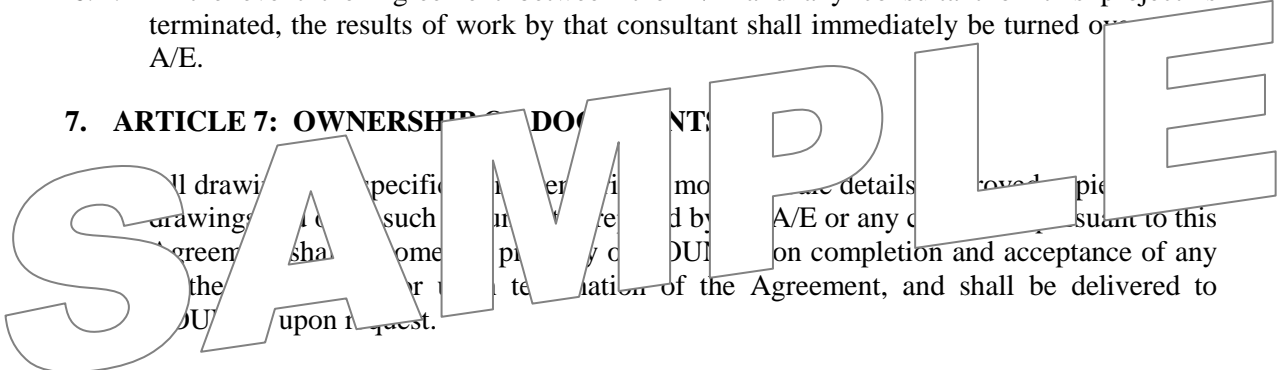
5.A. Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for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

6. ARTICLE 6: TERMINATION OF AGREEMENT

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

6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS



7.A. All drawings, specifications, reports, and other documents prepared by the A/E or any consultant pursuant to this Agreement shall remain the property of COUNTY upon completion and acceptance of any work by the A/E or any consultant. Upon termination of the Agreement, and shall be delivered to COUNTY upon request.

7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.

7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

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

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

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

10. ARTICLE 10: OTHER INSURANCE

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

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

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by the State of Wisconsin Statutes for all of the A/E's and its consultants' employees engaged in work with project under the Agreement.

10.A.1) b. Maintain Commercial General Liability Insurance with a minimum coverage of \$1,000,000 per occurrence.

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

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

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

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

11.G. It is expressly understood and agreed by the parties hereto that in the event of any dispute arising out of or relating to this Agreement, the venue for any such dispute shall be in the County Circuit Court for the County of Dane, Wisconsin.

11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

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

12.B. Civil Rights Compliance:

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

12.B.2) A/E agrees to cooperate with COUNTY in conducting civil rights compliance reviews for its services. A/E agrees to cooperate with COUNTY in conducting examinations of records and relevant information required by the County. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

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

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

12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if

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

SAMPLE

ATTACHMENT B

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: [Date] _____
Project No.: 315030 _____
Agreement No.: [No.] _____

THIS AGREEMENT is between [A/E Name], hereinafter called "A/E", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE COLISEUM ROOF
STRUCTURAL EVALUATION

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

[Consultant Firm Name] _____

[A/E Firm Name] _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Providing the following services:

[Describe services] _____

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

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

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

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

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

Signed _____

Date _____

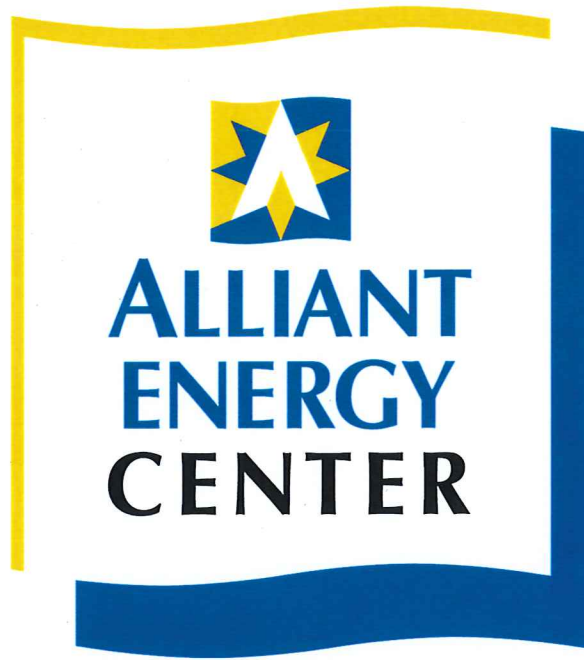
For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

RFP No. 315030

Attachment A

Alliant Energy Center

Facility User Guide



OF DANE COUNTY

PERFORMANCE VENUES
Coliseum Building

FACILITY USER'S GUIDE



PERFORMANCE FACTS

Veteran's Memorial Coliseum

Building	Round, domed, arena
Capacity	10,230 General Admission 8,700 Reserved (unobstructed) End Stage 9,887 In the Round 9,455 Basketball 7,672 $\frac{3}{4}$ House General Admission 5,500 $\frac{3}{4}$ House Reserved
Door Policy	General Admission 1.5 Hours Prior To Performance Reserved Seats 1 Hour Prior To Performance (Door policies are firm and require written permission from the Director to alter).
Parking	Five buses maximum within 50 feet of stage door Truck lot adjacent to load-in entrance
Rigging	See guidelines and schematics attached.. Dome 96 ft to center ceiling; 65 feet to rim of ceiling Low Steel 75 ft. High Steel 96 ft. Scoreboard 14ft x 14 ft House center; 46' clearance from floor Lights are 55' from the floor
Basketball Floor	60 ft. x 112 ft. entire floor; 60 ft. from floor to light bars
Stage Type (House Sets)	StageRight ME 500 Size 4,000 sq. ft. maximum 18" to 78" (Two-inch increments) Deck Type "Techstage" black fiberglass FRP surface in 4' x 8' sections 50% of unobstructed under deck (STAGERIGHT) Linoleum tile surface on 6' x 8' decks (SICO) Stairs 3 - lighted treads, multiple non-lighted Skirt 100 ft. black velour (STAGERIGHT)/black velour (SICO) Rail 100 ft. at 42" Barricade 120' ft.(STAGERIGHT) barricade 200 ft. steel crowd control barricade with wire mesh front 100 ft. bicycle barricade Curtains Full theatre curtains available including borders, legs, act and rear. 24 ft. tall, 60 ft. wide from fixed batten positions.
Intercom	Clear Com Cue System
Power	(See diagram attached.) 600 AMP 3PHZ 208V STAGE RIGHT 90 ft. from upstage center 400 AMP 3PHZ 208V STAGE RIGHT 160 ft. from upstage center 600 AMP 3PHZ 208V STAGE LEFT 90 ft. from upstage center 400 AMP 3PHZ 208V STAGE LEFT 160 ft. from upstage center

D-1

House Lights	Location Sound booth Type Dimmable incandescent and halide Control House electrician
---------------------	---

Message Two lighted message centers in the arena proper run upcoming events, public service and paid advertising. These are operated before performances and at intermissions. The boards are turned off five minutes prior to performance.

Load In Center roll-up door to stage center 14'w x 18'h
Second adjacent roll-up door 10' square
No elevator is available for freight. The building's 2nd level is accessed by exterior drive-up ramp. 3rd floor is accessible by stairs only.

3 Forklifts 6000 lb. capacity, side shifts, 4 ft. tines (extensions available)
8 ft. down height, 18 ft. up height
Propane fuel

9 Dressing Rooms (See diagram attached.)
Team Rooms 1-5 120 sq. ft., 50 ft. from stage, private bath w/shower
Dressing Rooms 1-4 900 sq. ft., 50' from stage, bath w/gang shower
Green Room 400 sq. ft. well appointed with furniture, private bath w/shower
Furniture House owns convention-type furnishings: rentals available
Plants Rental
Phones By House

Production Office 400 sq. ft., 50' from stages
Phones By House
Pay Phone Back stage 608-256-9826

Catering **Company** *Centerplate* Caterer & Concessions
Contact Scott Recob, 608-661-0525 scott.recob@centerplate.com

Piano Tuner **Jim Forrest** 608-241-2888

Limousines **Sir Michaels** 608-244-4935
Carey Limousine 608-241-4699
Classic Limo 608-356-7595

Closest 24-Hour Restaurants **Denny's** 608-222-8822 "Beltline" Highway (12/18) and Hwy. 51
Perkins 608-251-7550 South 1410 Damon Rd. (5a.m. to 1a.m.)

Hotels **Clarion Suites** – 608-284-1234, Attached to Exhibition Hall
Sheraton Madison Hotel – 608-251-2300, 706 John Nolen Dr., 53713
Holiday Inn Express – 608-255-7400, 722 John Nolen Dr., 53713
(For additional hotels, please see attached list.)

House Personnel **Union** Yes
Electrician House, Rick Meyer 608-267-3965
HVAC House
IATSE 608-848-9084
Parking House
Usher Staff House

Box Office Madison Ticket Agency 608-267-3995

Security

Fire 608-210-7261 (Town of Madison)
Inside & Traffic Contact House (County Sheriff's Dept.)
Outside Contact House (Town of Madison-Police 210-7262)
Private (T-Shirt) 414-483-2239 (RTM Security)

**Security
Breakdown**

Inside 1 - 10 deputies, 1- 50 tee shirts
Outside 1 - 5 officers, 1 - 5 deputies, 1 - 5 tee shirts
Report 1/2 hour prior to doors
Contact House

Safety

At no time will the House allow any violation of federal, state or local regulations concerning public safety. This shall include but not be limited to rigging, pyrotechnics, aisles and exits, ventilation and air quality, and proper light levels.

Please note that the steel over the upstage half of the area floor is equipped with a fall arrest system that enables riggers a safe environment in which to climb. This area is 105' wide by 120' long and illustrated below. Points needed outside the protection zone will require the rental of a man lift to rig.

Smoking

All buildings are smoke free by Dane County Ordinance. This ordinance carries a fine per violation.

Pyrotechnics

Permit required from Town of Madison Fire Department. (See sample form attached.) Please consult your service representative for further details.

The Alliant Energy Center

RIGGING GUIDELINES FOR THE COLISEUM

A. General Rules (which apply in all cases)

1. All rigging plots must be submitted for prior approval by the Alliant Energy Center Physical Plant Department no less than four weeks prior to the performance date. The Alliant Energy Center reserves the right to determine proper load point distribution and location on the roof support system.
2. Under full design snow conditions, the dome has no capacity for rigging loads. Sufficient snow must be removed to allow any rigging loads to be attached.
3. All hanging loads shall be attached to the radial rib members within three feet of an intersection with a circumferential ring member.
4. In no case shall hanging loads be attached to circumferential ring members, cat walks or light racks.
5. In no case shall the total of all loads attached to a radial rib member within three feet of an intersecting circumferential ring member exceed 4,000 lbs.

B. Center Stage Rules

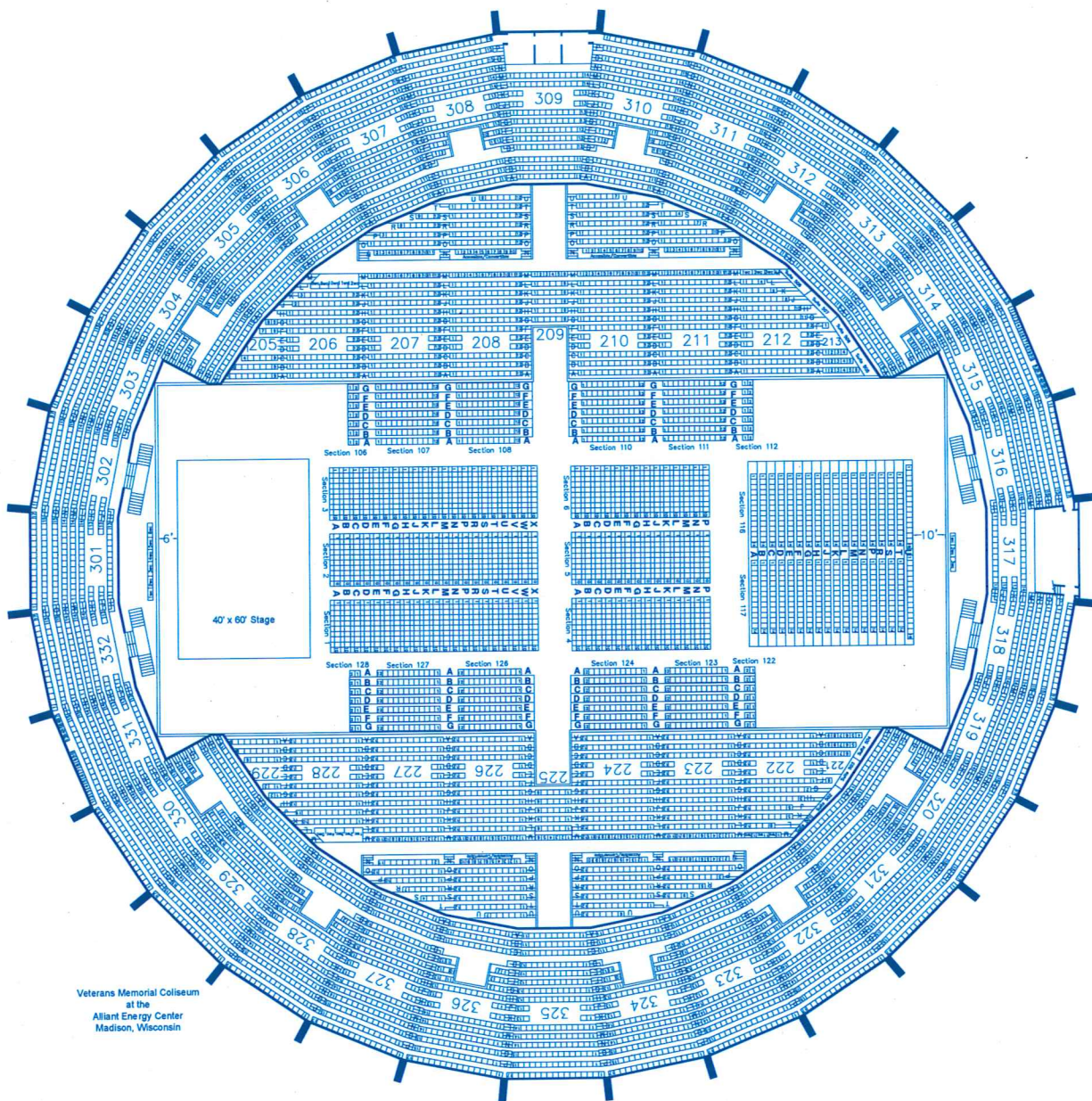
1. If the loading is essential symmetrical and distributed within the shaded area shown on sheet SK-14 attached, the total permissible rigging load is 150,000 lbs.
2. If the loading is distributed within any half circle of the shaded area shown on SK-14, the total permissible rigging load is 100,000 lbs.

C. North Stage Rules

1. If the loading is distributed to up to 20 locations within the shaded area shown on sheet SK-8 attached, the total permissible rigging load is 53,000 lbs.
2. If the loading is distributed to between 21 & 27 locations within the shaded area shown on sheet SK-8, the total permissible rigging load is 62,000 lbs.
3. If the loading is distributed to 28 or more locations within the shaded area Shown on SK-8, the total permissible rigging load is 80,000 lbs.
4. The total permissible load within the shaded area shown on SK-8 shall not 80,000 lbs. in any case.

D. Combined Center Stage & North Stage Rules

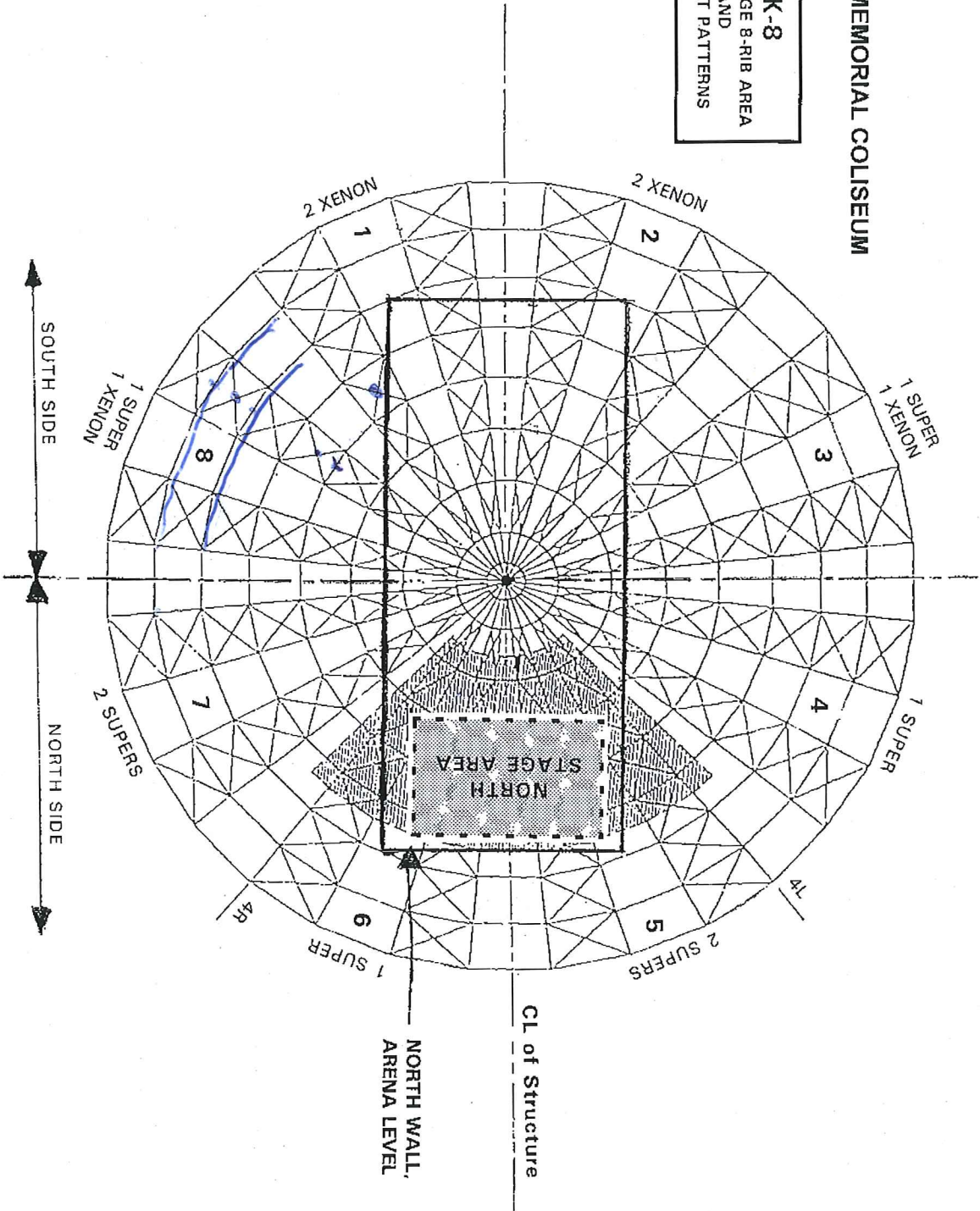
When rigging loads are present in both areas, the combined percentages of actual to allowable loading in both areas shall not exceed 100%. For example, if the North Stage area is loaded to 75% of its limit set above in Section C, the Center Stage area may be loaded to 25% of its limited set above in Section B.



Veterans Memorial Coliseum
at the
Alliant Energy Center
Madison, Wisconsin

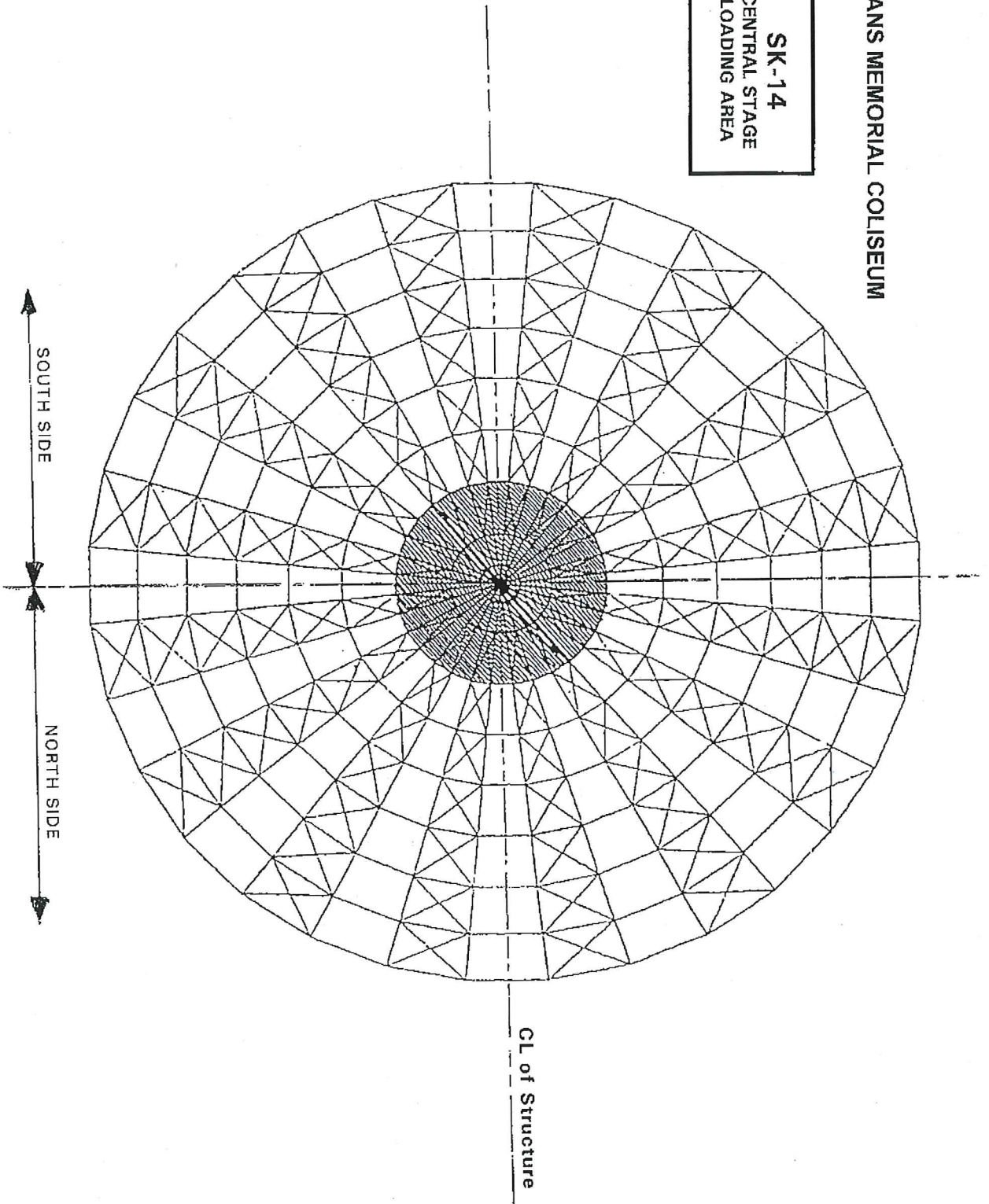
VETERANS MEMORIAL COLISEUM

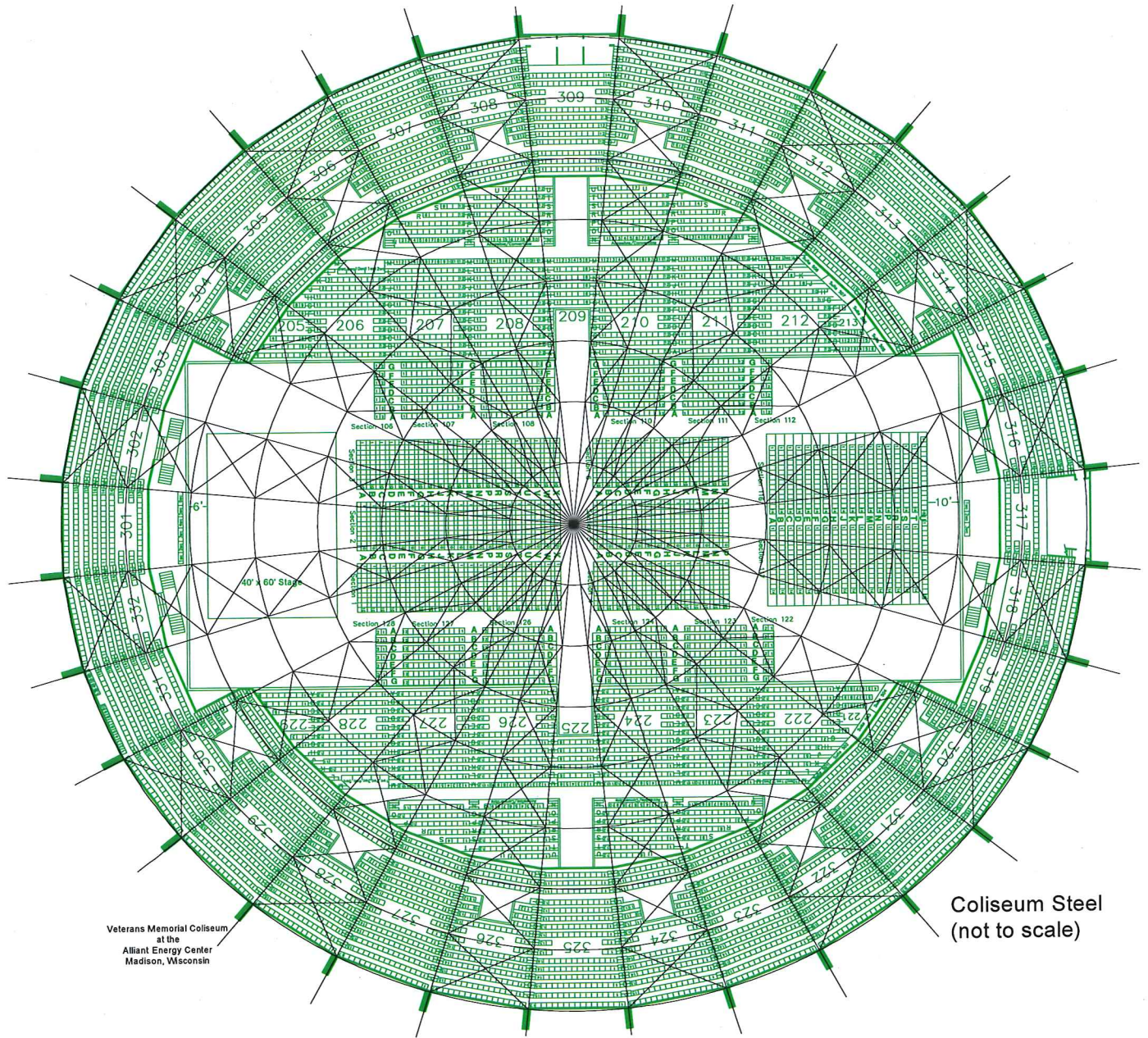
SK-8
NORTH STAGE 8-RIB AREA
AND
SPOTLIGHT PATTERNS



VETERANS MEMORIAL COLISEUM

SK-14
CENTRAL STAGE
LOADING AREA

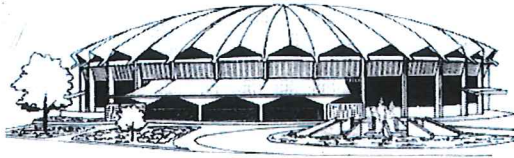




Veterans Memorial Coliseum
at the
Alliant Energy Center
Madison, Wisconsin

Coliseum Steel
(not to scale)

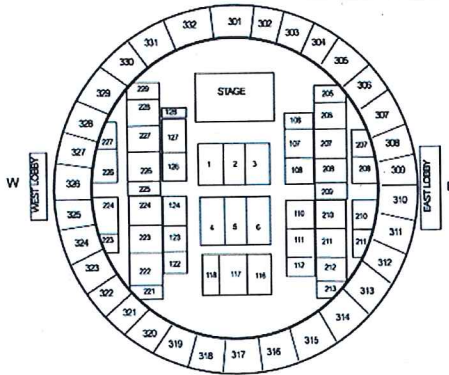
SEATING CHARTS



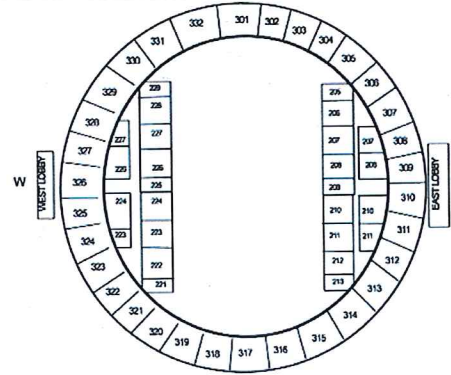
Alliant Energy Center of Dane County
1919 Alliant Energy Center Way
Madison WI 53713

Phone: 608-267-3976

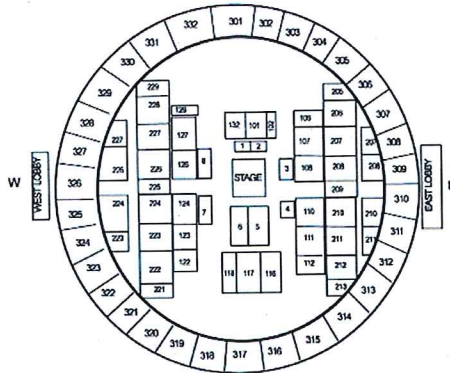
VETERANS MEMORIAL COLISEUM



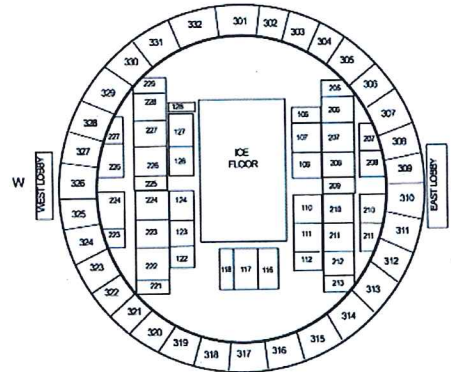
STAGE CONCERT
SEATING CAPACITY 8662 + 1000 OBSTRUCTED VIEW



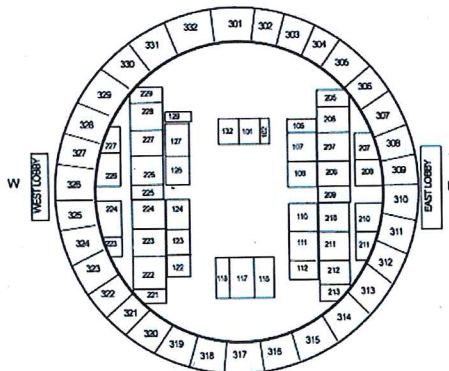
RODEO
SEATING CAPACITY 8000



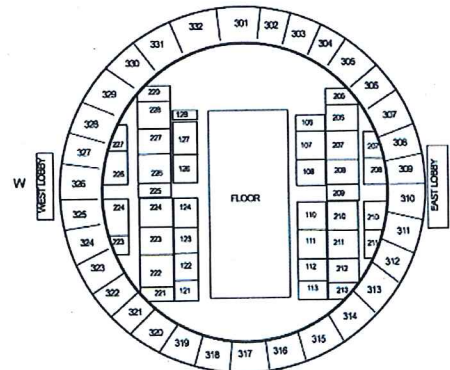
THEATRE -IN-ROUND
SEATING CAPACITY 9563



ICE SHOW
SEATING CAPACITY 7426



BASKETBALL
SEATING CAPACITY 9131



CIRCUS / HOCKEY
SEATING CAPACITY 8215

Seating charts are typical for the events shown. Exact numbers may vary for actual events.

TOWN OF MADISON FIRE DEPARTMENT

2120 Fish Hatchery Road Madison, Wisconsin 53713

Telephone: 608-210-7261 Fax: 608-210-7235



PERMIT APPLICATION PYROTECHNIC DISPLAY OF FIREWORKS

DAVID M. BLOOM
CHIEF

INSTRUCTIONS:

- 1) Applications must be submitted to the Town of Madison Fire Department at least 30 days in advance of the pyrotechnic display.
- 2) The application submittal must include the supporting documentation as follows:
 - a) Certificate of Insurance naming the Town of Madison, Their officers, Directors, Employees, Agents and Representatives as an additional insured. The certificate must indemnify the Town. The minimum amount of liability insurance shall be \$1,000,000.
 - b) A complete list of all pyrotechnic devices to be displayed. Displays before an approximate audience require the submittal of device and effect descriptions.
 - c) Site plan(s) which detail the firing site and device layout and an overall site plan indicating the locations of spectators, the firing site, the fallout perimeter, and fireworks storage area.
 - d) Letter of permission to display fireworks by the property owner.
 - e) Resumes for each pyrotechnician to be on-site.
- 3) Application submittal must include a check payable to the Town of Madison Treasurer for \$50.00.
- 4) Mail submittal to: **Fire Chief, Town of Madison Fire Department**
2120 Fish Hatchery Road
Madison, Wisconsin 53713
- 5) Call 608-210-7261 with questions regarding these regulations.

DATE AND TIME OF DISPLAY: _____ RAIN DATE: _____

SITE INFORMATION:

Name: _____ Property Owners Name: _____
Address: _____ Address: _____
_____ Telephone Number: _____
Fallout Perimeter designated by: _____ Maintained by: _____

PYROTECHNICS COMPANY:

Name: _____ Contact person: _____
Address: _____ Telephone Number: _____
_____ Telephone Number _____
Number of pyrotechnicians to be on-site: _____ Lead Pyrotechnicians: _____
Support Pyrotechnicians: _____

I, the undersigned do hereby agree to comply with section 3-7-26 of the Town of Madison Code of Ordinances.

Name of Applicant(type or print)

Signature of Applicant

Date of Application

Fall Protection Location

