



RFP NO. 319015

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. 319015
EXHIBITION HALL AND CAMPUS REDEVELOPMENT
ALLIANT ENERGY CENTER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, MAY, 14, 2019 / 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:

J.ERIC URTESE, AIA - PROJECT MANAGER
TELEPHONE NO.: 608/266-4798
FAX NO.: 608/267-1533
E-MAIL: urtes.eric@countyofdane.com



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

Deputy Director
Todd Draper

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

April 16, 2019

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 319015 to provide professional architectural & engineering design services for Exhibition Hall and Campus Redevelopment for the Alliant Energy Center. The Proposals are due on or before **2:00 p.m., Tuesday, May 14, 2019.**

ADDITIONAL INFORMATION

Dane County is inviting Proposals for professional architectural and engineering design services for the redevelopment of the Exhibition Hall and the Alliant Energy Center Campus. Dane County is looking to expand the Exhibition Hall and possibly construct additional improvements on the Alliant Energy Center Campus.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) unbound original hard copy, four (4) bound hard copies and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

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. 319015
Exhibition Hall and Campus Redevelopment
May 14, 2019, 2:00 p.m.

5. Mail or deliver to:
J. Eric Urtes, AIA - 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 Eric Urtes at 608/266-4798 or send email to urtes.eric@countyofdane.com.

Sincerely,
Eric Urtes
Project Manager

Enclosure: Request for Proposals No. 319015 Package

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LEGAL NOTICE

REQUEST FOR PROPOSALS

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

2:00 P.M., TUESDAY, MAY 14, 2019

RFP NO. 319015

EXHIBITION HALL AND CAMPUS REDEVELOPMENT

ALLIANT ENERGY CENTER

1919 ALLIANT ENERGY CENTER WAY MADISON, WI

Dane County is inviting Proposals for professional architectural and engineering design services for the redevelopment of the Exhibition Hall and the Alliant Energy Center Campus. Dane County is looking to expand the Exhibition Hall and possibly construct additional improvements on the Alliant Energy Center Campus. 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 Thursday April 18, 2019** by downloading it from bids-pwht.countyofdane.com. Please call J. Eric Urtes, AIA - Project Manager, at 608/266-4798, or our office at 608/266-4018, for any questions or additional information.

An informational facility tour will be held Friday, April 26, 2019 at 10:00 a.m. at the Alliant Energy Center Campus, beginning at the Administration Building's main conference room. Interested firms are strongly encouraged to attend this tour.

PUBLISH: APRIL 18 & APRIL 25, 2019 - WISCONSIN STATE JOURNAL
APRIL 18 & APRIL 25, 2019 - THE DAILY REPORTER



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PROPOSAL SIGNATURE PAGE

PROPOSAL NO. 319015

**PROJECT: EXHIBITION HALL AND CAMPUS REDEVELOPMENT
ALLIANT ENERGY CENTER**

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 _____

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at: danepurchasing.com/Account/Login?

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design services for the Exhibition Hall and Campus Redevelopment project at the Alliant Energy Center.
- B. The Alliant Energy Center is a key regional asset that serves as a dynamic convening campus providing an exceptional and authentic experience for the community and visitors alike. The seamlessly integrated campus serves as a catalyst for a vibrant destination district, driving tax base growth and increased access to economic opportunity for area residents.
- C. The Alliant Energy Center completed a campus wide Master Plan in 2018 which helps lead some of the design initiatives for this Expansion. The complete Master Plan can be viewed at <https://aecstudy.countyofdane.com/documents/AEC-Master-Plan-Document---12-21-2018-Final.pdf>. We encourage interested consultants to view the Master Plan document.
- D. Design work should take into consideration these six core foundations upon which the long-term campus expansion and implementation efforts will be built. These foundations provide a big picture guide to enhance the Alliant Energy Center and surrounding area to meet the evolving needs of visitors, convening industry, and the growing regional community:
 1. Impact and Return on Investment
 - a. The Alliant Energy Center has significant economic and community impact, and as a goal, will continue to operate with revenues exceeding expenses. Community and financial return on investment will be a crucial decision criteria for making improvements to meet the diversifying needs of the convening industry and growing regional community.
 2. Walkable Destination District
 - a. The campus will explore integrating additional hotels, food, beverage, retail and entertainment establishments, a range of employment opportunities will build a critical mass of activity that will benefit visitors and the community.
 3. Connected and Cohesive
 - a. The Alliant Energy Center campus area and Dane County community will benefit by improving ties between on-site facilities, integrating the campus into a recognizable district, strengthening linkages to surrounding neighborhood destinations, and seamlessly connecting the Alliant Energy Center to Lake Monona and Downtown.
 4. Transit and Multi-modal Oriented
 - a. As a major regional destination and auto gateway to the downtown, the campus will facilitate enhanced transit service and emerging transportation technologies to serve a growing employment district, and improve transit connections to the downtown for visitors and area residents.
 5. Equity and Access

- a. The campus will be a welcoming and valued asset to our county's diverse communities and cultures through an approachable design character. Designs will improve access through the campus district, connecting the Park Street Corridor Neighborhoods to the lakefront, incorporating improved transit connections, and catalyzing increased economic viability and employment opportunities.
6. Sustainability
- a. The Alliant Energy Center will prioritize sustainability objectives, including managing storm water for lake quality by showcasing the area watersheds' model technologies and practices throughout the improved campus, by facilitating alternative transportation improvements and services, and by integrating on-site renewable energy options.
- E. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have at least one (1) registered architect & one (1) registered professional engineer as lead responsible members of the firm or project team.
 2. Have been in business for a period of not less than five (5) years.
 3. Must have been responsible for the design and completion of at least three (3) large facility/campus redevelopment projects.
 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Pre-Design Phase
1. Prepare draft and final pre-design reports which include the following:
 - a. A separate opinion of probable construction cost (to include multipliers for 2020, 2021, and 2022 construction) and construction schedule (including an estimated timeline for the development of final design documents for bidding through final construction) for each of the following elements:
 - (1) Exhibition Hall expansion and improvements
 - (2) Removal of existing Arena
 - (3) Construction of new Arena
 - (4) Ring road extension and improvements
 - (5) Expanded surface parking
 - (6) Central plaza

- (7) Stormwater management improvements to accommodate the above elements
2. Provide conceptual floor plan(s) and elevations for the Exhibition Hall expansion and new Arena (including recommendations for building construction materials). Provide conceptual central plaza plan and site plan drawings.
3. Pre-Design Phase planning shall include working with the Alliant Energy Center Planning Team (yet to be designated) and other representatives from Dane County (Public Works, Information Management, etc.). The lead design firm should budget for bi-weekly meetings with the Planning Team throughout the course of the project (a minimum of 12 meetings of which 4 meetings can be conducted remotely via teleconference). Additional meetings, as requested by the Planning Team, shall be compensated based on the hourly fee schedule provided in this proposal Agreement.
4. Proposers shall include in their budget one out-of-state day-tour (within the continental United States) for their design staff members and a maximum of 4 members of the Alliant Energy Center Planning Team of a similar facility/campus example (location to be determined at the beginning of the project).
5. A questionnaire shall be developed for staff input and provided to the Planning Team for distribution. All meeting minutes are to be taken and distributed to the Planning Team and Public Works by the selected A/E firm. Both a Draft Pre-Design Report (distributed for comments to the Planning Team) and a Final Pre-Design Report will be required.
6. Sustainable Design / Green Building Design shall be included in the programming considerations for all project elements. The use of sustainable design practices are viewed as an important aspect of all county-sponsored construction projects.

C. Additional Information on Project Elements

1. Exhibition Hall Expansion
 - a. The following areas and spaces are desired in the Exhibition Hall expansion (south of existing Hall D)
 - (1) 50,000 SF Exhibition space
 - (2) 30,000 SF (Multi-purpose ballroom / meeting rooms) on the second level
 - (3) Additional surface parking to maximize available space
 - (4) 122,000 SF support space
 - (5) Exhibition Hall east facade and new drop-off areas
 - (6) Enhanced sidewalk and curb appeal, w/ seating,
 - (7) Wayfinding signage (for pedestrian and vehicles)
 - (8) Identify and design a “WOW” factor to lure new customers and enhance the experience of the visitors
 - (9) Replace approximately 16,000 SF of existing cold storage in a location to be determined

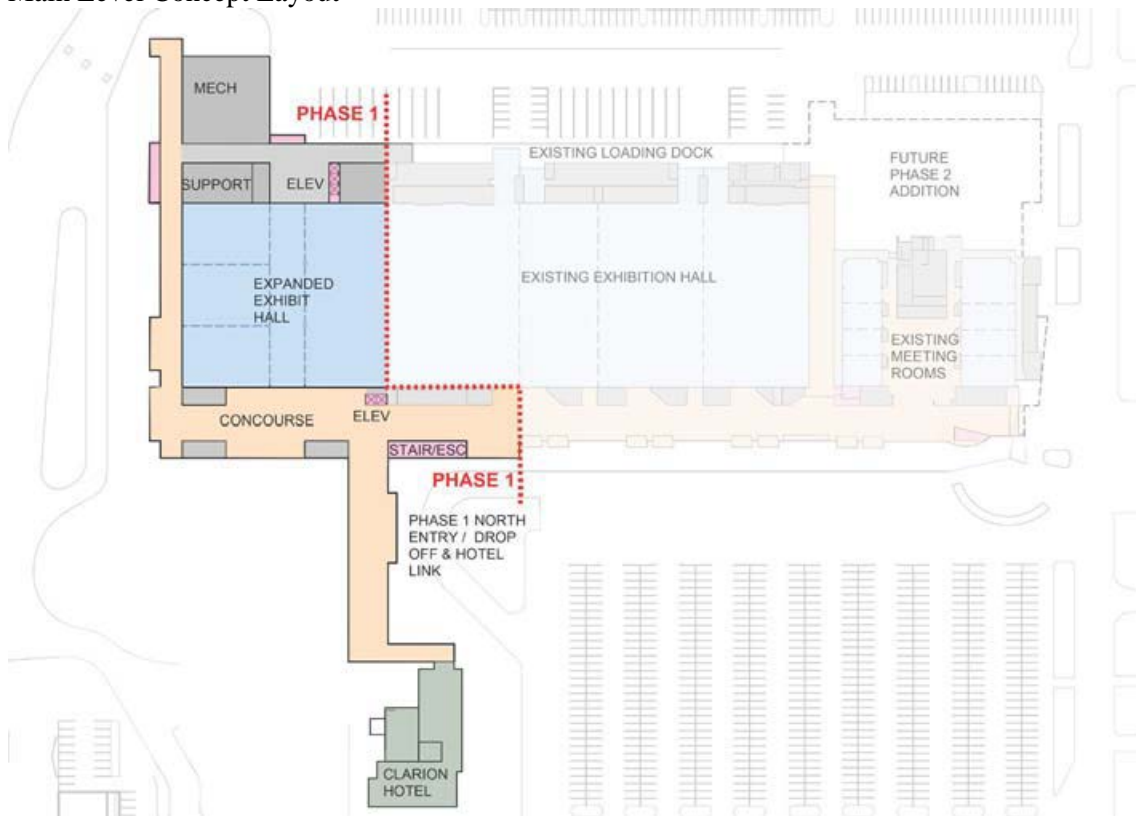
Exhibition Hall Expansion	
Space	Area (SF) (approx.)
Exhibition Space	50,000
Multi-purpose Ballroom/Meeting Rooms (second level)	30,000
Main Kitchen & Pantry (second level)	12,000
Pre-Function/Circulation	40,000
MEP, Storage, Restrooms, Support Spaces, dock, circulation, etc.	70,000
Total Gross Enclosed Space	202,000

- b. The expansion of the Alliant Energy Center’s Exhibition Hall has several key goals that underline the recommended solution for this facility. These goals are:
- (1) Meet the recommended building program areas
 - (2) Provide for seamless continuity between the existing center and expansion areas
 - (3) Balance the distribution of new meeting and ballroom space relative to the existing and new exhibition halls in a way that supports multiple simultaneous events
 - (4) Enhance the attendee’s experience, operational functionality and flexibility
 - (5) Develop a massing strategy for the expansion that preserves open space for improved landscaping and parking
 - (6) Improve the visual relationships between interior portions of the convention center and the surrounding exterior open space of the Alliant Energy Center campus
 - (7) Incorporate environmentally sustainable solutions in the facility’s design and process of construction
 - (8) Create a construction phasing plan that is logical, allowing for continued operations during construction and a viable facility after the completion of each individual phase
- c. Exhibition Hall - Main Level
- (1) This expansion adds 50,000 SF of new exhibit space directly attached to the existing exhibit hall at its Southern end. It is recommended that this space be divisible by moveable partitions into sub-spaces of 30,000 SF and 20,000 SF. The new 50,000 SF of exhibit space will have the same floor utility grid as the existing facility, and its height, finishes and other amenities will be similar to the existing halls. The existing and new halls will flow into each other, with a moveable partition available to separate them when necessary. A preferred clear

span design is sought. However, columns if needed may be included along the east-west moveable partition lines to support new structure above (see description of the upper level, below).

- (2) In addition to the new exhibit space built at the same level as the existing halls, this expansion phase will also include an extended public concourse on its eastern side, and service zone with storage, mechanical, electrical and plumbing (MEP) spaces and loading docks on the western side. A new main entrance will anchor the extended concourse to interface with improved roadways to the south. The new concourse will also extend to the west in order to provide a second access to the parking lot, supplementing the existing connector to parking on the northern side of the existing Exhibition Hall. This expansion will also include the rebuilding of the all-weather pedestrian connector between the Exhibition Hall expansion and the Clarion Hotel. This new connector will interface very well with a new vehicular arrivals/departure zone. The eastern edge of the new concourse will be designed in anticipation of the eventual expansion of additional exhibition space.

(3) Main Level Concept Layout



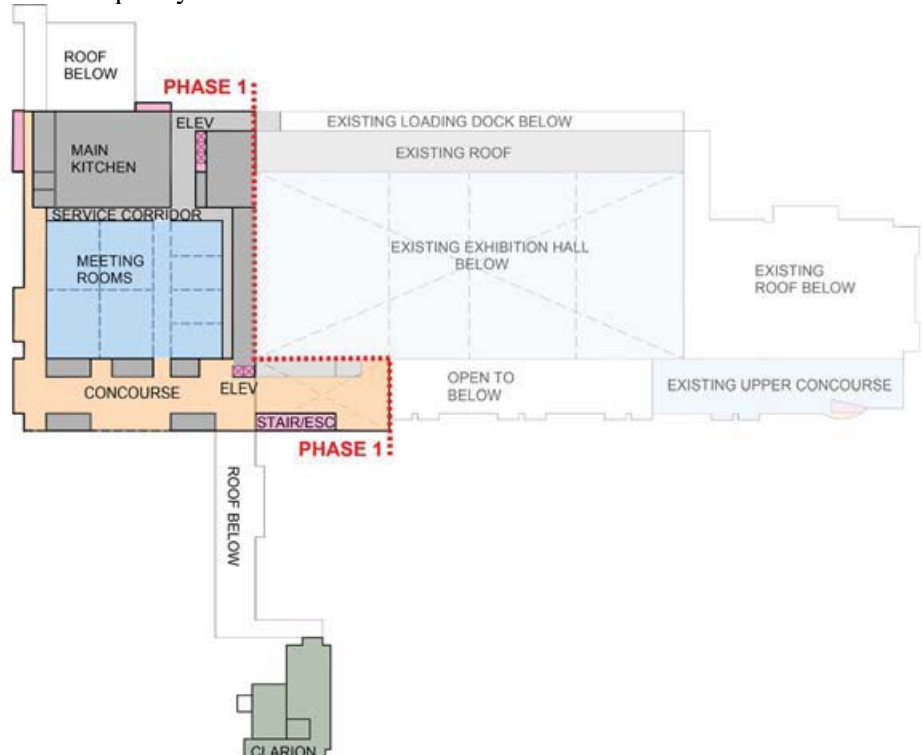
d. Exhibition Hall - Upper Level

- (1) On the upper level, built above the expanded exhibition hall below, will be a 30,000-square-foot high end ballroom sub-divisible into meeting space. This area can be configured into 8 -12 smaller meeting rooms, or when the moveable partitions are not deployed, there can be a single 30,000-square-foot column-free meeting and/or dining space. New pre-function concourse space will connect via escalators, elevators and stairways to the main level below. A new main kitchen, service corridors and storage areas will be the primary back-of-house spaces at this level. This new kitchen will be connected to dedicated food and beverage

loading docks at the main level by service elevators. The existing kitchen at the northern end of the center will remain in use to support other buildings on the Alliant Energy Center campus as well as Expo's existing meeting rooms.

- (2) As part of this project, the roof of the existing Exhibition Hall will be replaced; therefore installation of the new roof for the Exhibition Hall expansion shall match with the new roof for the existing Exhibition Hall.

(3) Upper Level Concept Layout



2. Campus-wide Considerations

- a. A set of design considerations were developed to drive the creation of facility improvements and redevelopment concepts for the Alliant Energy Center campus. This expansion is part of a phased approach to the entire campus long term enhancement plan. The design of the elements included in this RFP should take into consideration how these elements will compliment the future expansions and campus enhancements. Design work also should take into consideration the following criteria:
 - (1) Knit the entire campus together as a singular whole
 - (2) Reduce hardscape where possible and add greenspace
 - (3) Create a walkable and bikeable campus
 - (4) Showcase leading-edge, on-site and watershed-wide storm water management technologies and practices and integrate renewable energy systems
 - (5) Maximize operational efficiencies of all core facilities
 - (6) Integrate with future private development and their proposed land uses and development intensities

- (7) Create a more permeable campus with the surrounding district and neighborhoods
- (8) Identify primary access points and through-connections
- (9) Seamlessly integrate with the surrounding area and anchor a Destination District
- (10) Mitigate impacts on adjoining neighborhoods through appropriate buffering
- (11) Incorporate alternative transportation modes to and from the campus, particularly bikes and transit, while keeping in mind that parking revenues are a large part of the facility's income
- (12) Consider needs of current campus users
- (13) Consider current and future operations and maintenance practices on campus to support current and future users and staff
- (14) Include surface parking (west side of campus) as necessary as necessary to facilitate many of the current events
- (15) Recommend building expansion based on current space needs, appropriate phasing, trends and market availability
- (16) Improve access and circulation a to create a more walkable and inviting campus
- (17) Consider onsite experience of all users (from the moment they arrive until they leave the site)
- (18) Incorporate on-site storm water improvements that exceed City of Madison and Dane County storm water requirements
- (19) Improve environmental conditions on site (reduce urban heat island effect, add tree canopy and create outdoor spaces)
- (20) Utilize sound credible data and user input to ensure the Alliant Energy Center remains self sufficient

3. Stormwater Management

- a. As part of this Exhibition Hall expansion, storm water management in and around the work area needs to be taken into consideration and part of the design work. (primarily the NW quarter). Based on a preliminary review of Source Loading and Management Model (SLAMM) Analysis, the site should continue to exceed the requirements for water quality.
- b. Any proposed storm water features should achieve a site-wide Total Suspended Solids (TSS) removal rate of approximately 70%, which exceeds the minimum removal rate required at this time. There are four discharge points from the site. To evaluate whether the proposed storm water features meet rate control requirements, models must be developed and analyzed to determine if peak runoff rates under proposed conditions are maintained at or below the existing peak runoff rates at each of the four discharge points.

4. Removal and Replacement of Arena Building

- a. The Arena building, centrally located at the heart of the campus is the oldest building on campus and has out lived its usefulness and programming needs. Our intent is to remove the current Arena building and replace it with a new Arena on the west end of the campus. The proposed location of the new Arena will be south of New Holland Pavilions 2. The goal is to create a larger and much improved spectator venue that can functionally accommodate the many activities that will take place within the facility. The concept design is to have a covered walkway/canopy that connects New Holland Pavilion 2 to the new Arena. The cover will allow animal and user access between the two facilities keeping the users covered and dry. The plan will create animal and user access from the north side of the Arena. Patron and visitor access would be from the southeast corner of the facility where the main lobby would be located.
- b. The main floor will be a 150-foot by 300-foot show ring with solid walls and staging areas on the east and west ends. The facility is planned to have approximately 1,300 permanent fixed seats on the south side and ends. Building will include adequate restrooms and portable food sales areas. The east end will have a second level climate controlled VIP observation area. The Arena will be designed with ADA seating and amenities that meet code and state of the art best practice design principles. The new Arena must be complete or scheduled for completion before the existing Arena can be removed.

5. Central / Plaza Area

- a. The Central Plaza is proposed to create a new heart to the campus located in the vacated space the Arena building occupied. The new plaza space will link all major facilities on the campus and will be designed to be flexible to support a wide variety of programming for additional outdoor gathering and exposition space. The design of the plaza will incorporate landforms, native landscaping and pedestrian amenities to reinforce the regional character. It also will include significant hardscape areas along with utilities such as electricity and water to support vendors, outdoor exhibitions and other functions as part of larger events as well as events that are unique to the plaza.

6. Alliant Energy Center Ring Road

- a. The intent is to construct a new Ring Road encircling the campus. The Ring Road is intended to improve traffic circulation by streamlining traffic flow to parking areas and reducing congestion within parking areas, which will result in enhanced safety for all users. The Ring Road is proposed to start on the south side of the campus at Rusk Avenue/ Rimrock Road and follow the perimeter of the campus, terminating at the Nolen Gate entrance on John Nolan Drive. Consideration of the Ring Road providing two lanes in both directions if space allows. Additional surface parking will be added to the northwest side of the campus.

b. Concept Ring Road Layout



3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information. Proposals must be prepared using the following eight sections. Any additional information shall be included in an appendix:
1. Signature Page, Fair Labor Practices Certification and Proposer's cover letter.
 2. Description of firm's qualifications, related experience, organization, and resources. Include an additional single page description for each proposed sub-consultant.
 3. Brief list (min. of three, max. of five) of similar completed 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 similar to those described herein. 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, including all project phases.
 7. Fee for services for the Pre-Design Phase shall be stated as fixed fee. Future Phases for which proposals may be requested from the selected A/E by Dane County include: Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Services Phase and Construction Administration Phase. If any future work on any of these Phases is requested an Agreement Amendment to the Professional Services Agreement for the Pre-Design Documents Phase will be required.

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	10%
Firm Strength / Capabilities	15%
Relative Experience	20%
Approach to Project	15%
Past Project References	10%
Planning Process	10%
Related Knowledge / Understanding	10%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

5. PRICING

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

- B. Two prices shall be submitted in the Proposals:

1. Pre-Design Documents Phase - a fixed lump sum fee for the Scope of Work as outlined in this Request for Proposal for the Pre-Design Documents Phase.
1. Provide hourly rates for professional services as outlined in the *Architectural / Engineering Professional Services Agreement* as a table to be included in the proposal and also provide a percentage (can be shown as a range based on the Opinion of Probable Cost for each Phase) for professional services for the: Schematic Phase, Design Development Phase, Construction Document Phase, Bidding Services Phase, and Construction Administration Phase for a design associated with the Exhibition Hall and Campus Redevelopment elements included in the Pre-Design.

6. SITE TOUR

- A. A proposing company site, tour will be held on Friday, April 26, 2019 at 10:00 a.m. at the Alliant Energy Center, starting in the Administration Building. This cursory tour will go until approximately 12:00 p.m.. Proposing companies are strongly encouraged to attend this tour; however attendance is optional.

7. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available building, site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected A/E firm. These drawings and specifications may not be complete or in an as-built condition. A/E firm will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary hazardous material protection or abatement.

8. TIMETABLE

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

DATE	EVENT
April 18, 2019	RFP issued
April 26, 2019 10:00 a.m.	Site tour
May 8, 2019 - 2:00 p.m.	Written inquiries due
May 9, 2019	Latest addendum (if necessary)
May 14, 2019 - 2:00 p.m.	Proposals due
May 17, 2019 (estimated)	Notification of intent to award sent out
June 18, 2019 (estimated)	Agreement start date
September 3, 2019 (estimated)	Draft pre-design report due
October 31, 2019 (estimated)	Final pre-design report 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 Eric Urtes, Public Works Project Manager, 608/266-4798, urtes@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 prior to the Bid Date.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, May 14, 2019.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- G. Dane County is an Equal Opportunity Employer.

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
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ATTACHMENT A - A/E / CONSULTANT AGREEMENT	

1. ARTICLE 1: SCOPE OF AGREEMENT

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

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

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

2.A. General:

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

Pre-Design Phase – Architectural (Space Needs) Programming, Concept Floor Plan & Concept Site Design, and Concept Level / Opinion of Cost (to include construction of facility, related site work, and design fees) for budget purposes. As outlined in the Scope of Work in the Requested Services and Business Information (RSBI) of this Request for Proposals.

2.A.2) Future Phases for which proposals may be requested from the selected A/E by COUNTY include:

Schematic Design Phase
Design Development Phase
Construction Documents Phase
Bidding Phase / Assistance
Construction Administration

2.A.3) 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.4) The A/E shall create a log of all COUNTY and A/E generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every two (2) months.

2.A.5) The A/E shall facilitate a site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.

2.A.6) The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Pre-Design Phase:

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

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

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

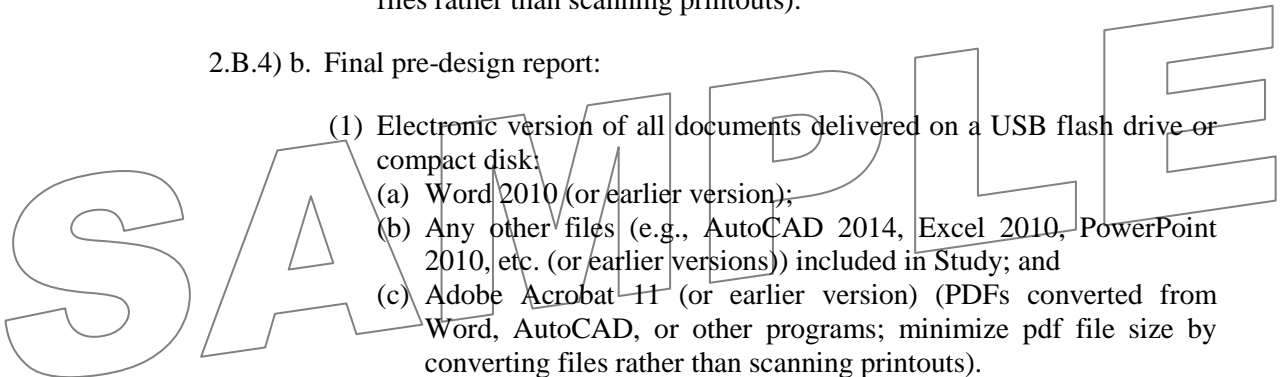
2.B.4) Pre-Design Phase deliverables shall be:

2.B.4) a. Draft pre-design report, electronic copies of:

- (1) Word 2010 (or earlier version);
- (2) Any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
- (3) 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 pre-design report:

- (1) Electronic version of all documents delivered on a USB flash drive or compact disk:
 - (a) Word 2010 (or earlier version);
 - (b) Any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
 - (c) 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).



3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

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

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

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

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. 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 \$[] the Pre-Design Phase.

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 April 18 2019, including any subsequent Addenda.

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

4.A.1) c. Cooperate in revising the project scope and quality as required to reduce the project cost.

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

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

Senior designer: \$[] per hour

Junior designer: \$[] per hour

Drafting: \$[] per hour

Clerical: \$[] per hour

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

4.C. Reimbursable Expenses:

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

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

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

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

4.C.1) d. Preparing detailed models, perspective or renderings.

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

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

4.D. Additional Services:

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

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

4.E. Payments to the A/E:

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

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

- 4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.

- 4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
- 4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
- 4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.
- 4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

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

6. ARTICLE 6: TERMINATION OF AGREEMENT

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

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.

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

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

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

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

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

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

- 10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the project under this Agreement.
- 10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- 10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily

injury, personal injury, and property damage. Such coverage shall be of the “occurrence” type form and shall include the employees of the A/E as insureds.

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

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

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

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

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

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

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

12.B. Civil Rights Compliance:

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

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

implementing, and monitoring corrective action plans that result from any reviews.

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

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

SAMPLE

ATTACHMENT A

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: [Date] _____

Project No.: 319015 _____

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:

Exposition Hall and Campus Redevelopment

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] _____