



**RFP NO. 318003**

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. 318003**  
**JAIL CONSOLIDATION**  
**ARCHITECTURAL / ENGINEERING DESIGN SERVICES**  
**PUBLIC SAFETY BUILDING**  
**115 WEST DOTY STREET**  
**MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, APRIL 10, 2018 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

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

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

608/266-4018

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

Joseph T. Parisi  
**County Executive**

**Assistant Public Works Director**  
Rob Nebel

**Solid Waste Manager**  
John Welch, P.E.

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

[www.countyofdane.com/pwht/public\\_works.aspx](http://www.countyofdane.com/pwht/public_works.aspx)

February 22, 2018

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 318003 to provide professional architectural & engineering design services for Jail Consolidation for the Public Safety Building (PSB). The Proposals are due on or before **2:00 p.m., Tuesday, April 10, 2018**. No performance bond is required for this project. The project consists of consolidating the PSB Jail, the City-County Building Jail & the Ferris Huber Center. There are other Dane County Sheriff's Office divisions & services areas that will be modified by this project as well. This project will add four floors on to the existing PSB at 115 West Doty St., Madison, WI.

## SPECIAL INSTRUCTIONS

Please be sure to complete one (1) unbound original and five (5) bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

**Proposal No. 318003**

**Jail Consolidation - Architectural / Engineering Design Services**

**April 10, 2018, 2:00 p.m.**

5. Mail or deliver to:  
Scott Carlson, Project Manager  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Scott Carlson at 608/266-4179 or send email to [carlson.scott@countyofdane.com](mailto:carlson.scott@countyofdane.com).

Sincerely,

*Scott Carlson, P.E., CEM*

Project Manager

Enclosure: Request for Proposals No. 318003 Package

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- Fair Labor Practices Certification
- Sample Architectural / Engineering Professional Services Agreement
- Equal Benefits Compliance Payment Certification
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- Appendix I:
  - Dane County Jail Update Study – Option 3 Final Report



## LEGAL NOTICE

### REQUEST FOR PROPOSALS

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

**2:00 P.M., TUESDAY, APRIL 10, 2018**

#### **REQUEST FOR PROPOSALS NO. 318003**

**JAIL CONSOLIDATION - ARCHITECTURAL / ENGINEERING DESIGN SERVICES**

**PUBLIC SAFETY BUILDING**

**115 WEST DOTY ST., MADISON, WI**

Dane County is inviting Proposals for professional architectural and engineering design services for the addition of four floors to the Public Safety Building & consolidating three of the Sheriff's existing facilities into one. 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, February 22, 2018** by downloading it from [bids-pwht.countyofdane.com](http://bids-pwht.countyofdane.com). Please call Scott Carlson, Project Manager, at 608/266-4179, or our office at 608/266-4018, for any questions or additional information.

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

An informational site / facility tour will be held March 20, 2018 at 1:30 p.m. at the Public Safety Building, starting in the lobby. Interested firms are required to attend this mandatory tour in order to submit proposals. Background Check Forms must be submitted by March 6, 2018 & are mandatory for all who would tour the facility.

**PUBLISH: FEBURARY 23 & MARCH 1, 2018 - WISCONSIN STATE JOURNAL  
FEBURARY 22 & MARCH 1, 2018 - THE DAILY REPORTER**



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

608/266-4018

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**PROPOSAL SIGNATURE PAGE**

**PROPOSAL NO. 318003**

**PROJECT: JAIL CONSOLIDATION - ARCHITECTURAL / ENGINEERING DESIGN SERVICES  
PUBLIC SAFETY BUILDING**

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

**SIGNATURE:** \_\_\_\_\_  
(Proposal is invalid without signature)

Print or Type Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

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

Include this Signature Page as the first page in Section 1 of your Proposal.

## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design and construction services for the Jail Consolidation.
- B. The Dane County Sheriff's Office (DCSO) currently has three facilities housing inmates. This project will consolidate the Public Safety Building Jail, the City-County Building Jail & the Ferris Huber Center. There are other DCSO divisions & services areas that will be modified by this project as well. The direction of this project is to add four floors on to the existing Public Safety Building at 115 West Doty St., Madison, WI. The existing building has four floors, a basement, a sub-basement & a penthouse & was occupied in 1994. This facility shall remain fully operational during the entire project.
- C. Before the hiring of an architectural / engineering design team (A/E), Dane County will hire a project Construction Manager (CM). After hiring the A/E, Dane County will also hire a Commissioning Agent (CA) for this project. All three entities will work with Dane County to evaluate the 2017 Jail Update Study - Option 3 Final Report and to complete the project from finalizing programming through construction & commissioning. Following the design phases, a General Contractor will be hired to construct the project. The A/E will be a part of this General Contractor hiring process as well as fully involved in the design, construction & commissioning phases. The design process may last nine months to a year & the construction process may last two years.
- D. To be considered for this project, the Consultant must meet or exceed the following criteria:
  1. Have more than one registered architect & more than one 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 prime A/E responsible for the design and completion of at least two (2) detention facility projects within the last seven (7) years of at least 50% of the size of the Jail Consolidation project:
    - a. This project is currently estimated at adding 148,000 GSF (5<sup>th</sup> flr to 9<sup>th</sup> flr) & a construction cost of \$50,200,000.
    - b. The Principals on these two previous projects must be the Principals on this Jail Consolidation project.
  4. Must have significant & demonstrable experience in furniture, fixtures & equipment (FF&E) selection & specification for detention & commercial facilities.
  5. 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. Incorporate the following key principles into the facility design:
  - 1. Adhere to Dane County Green Building Policy, LEED and Advanced Buildings techniques and guidelines in every phase of the Work (from Schematic Design through Commissioning / Start-Up).
  - 2. LEED and / or Energy Star certification may become a goal of this project.
  - 3. Facility layout shall accommodate the functions described in the *Dane County Jail Update Study – Option 3 Final Report* (Appendix I).
    - c. Only Phase 1 is included in this project.
    - d. Phases 2 & 3 are not being done at this time.
  - 4. Implementation of the recommendations from this *Report*:
    - a. Maintaining core DCSO Mission;
    - b. 922 bed facility;
    - c. Increasing staff efficiencies; and
    - d. Estimated design & construction schedule.
  - 5. Other *Report* recommendations and preliminary designs / layouts are open to change and / or further refining (e.g., visitation).
  - 6. Review, input & modifications from Dane County, Dane County’s Construction Manager & Dane County’s Commissioning Agent who will review & provide design input & modifications.
  - 7. Refined cost estimates.

## 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight (8) clearly distinct sections or divisions:
  - 1. Signature Page, proposer’s cover letter and Fair Labor Practices Certification.
  - 2. Description of firm’s qualifications, experience, organization and resources. This description must pay specific attention to the planning and design of detention facilities. Description must include:
    - a. Experience with, or involvement in developing associated professional design standards, regulations, codes, etc.;
    - b. Related new construction experience;
    - c. Related facility renovation / remodeling experience; and
    - d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
  - 3. Listing of at least two (2) & no more than four (4) detention facility construction projects completed by their company that are comparable to the one being proposed. Particular

attention will be paid to renovation projects completed adjacent to or within an existing building that have similarities in layout & functions. Listing shall include for each project:

- a. Brief description of the project including services provided (e.g., structural design, construction management, architectural design, MEP engineering, etc.);
  - b. Detail the proposing company's role(s) in the project;
  - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
  - d. Start and end dates of services; and
  - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
4. Description of programming, planning and design techniques to be used in approaching the Work. Close attention will be paid to the firm's knowledge and understanding of:
    - a. New construction work taking place in a 24/7 operating detention facility;
    - b. Providing appropriate medical & mental health spaces for the enhanced treatment of medical & mental health concerns to meet the needs of the population;
    - c. Providing housing & programming space to meet the needs of youthful inmates;
    - d. Providing specialized housing for inmates presenting security / safety and / or personal vulnerability risks to reduce the use of restricted housing;
    - e. Providing programming & recreation spaces to increase opportunities & improve inmate outcomes;
    - f. Local, State & Federal statutes, regulations and codes, to include compliance with the Prison Rape Elimination Act (PREA);
    - g. Providing flexible multiuse housing units to accommodate security classification as they meet the needs of a dynamic population;
  5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development, design and construction phases, using a theoretical start date of June 2018. Include listing of other consultants who will participate in this Work and their area of expertise.
  6. Details of experience with green building design and LEED® certification projects and procedures.
  7. Fee for services stated as a fixed fee. Include hourly rates for staff if additional or fewer meetings are 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:

Relative Experience	35%
Project Personnel	20%
Past Project References	15%
Related Knowledge / Understanding	10%
Pricing / Cost Proposal	<u>20%</u>
Total	100%

## 5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Fee for services stated as a fixed fee shall be submitted in the Proposals.

## 6. SITE / FACILITY TOUR

- A. A proposing company site / facility tour will be held on March 20, 2018 at 1:30 p.m. at the Public Safety Building, 115 West Doty St., Madison, Wisconsin, starting in the entrance lobby. This cursory tour will go until approximately 3:00 p.m. Attendance at this tour is mandatory for proposing companies to be considered for this Work.

## 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.

<u>DATE</u>	<u>EVENT</u>
February 22, 2018	A/E Design Services RFP issued
March 6, 2018 - 4:30 p.m.	Background Check (Jail Access) Forms due
March 20, 2018 - 10:00 a.m.	Site / Facility tour
March 27, 2018 - 2:00 p.m.	Written inquiries due
April 2, 2018	Addendum (if necessary)
April 10, 2018 - 2:00 p.m.	Proposals due
April 25 or May 2, 2018	Oral presentations / interviews for invited proposing companies
May 15, 2018 (estimated)	Notification of intent to award sent out
June 19, 2018 (estimated)	Agreement start date
June 25, 2018 (estimated)	1 <sup>st</sup> design meeting
Jun 2018 - Mar 2019 (estimated)	Design Phases
Mar 2019 - Dec 2020 (estimated)	Bidding-Construction-Start Up Phases

## **9. ADDITIONAL INFORMATION**

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Scott Carlson, Public Works Project Manager, 608/266-4179, carlson.scott@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, April 10, 2018.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

**FAIR LABOR PRACTICES CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: [Date]

Project No.: 318003

Agreement No.: \_\_\_\_\_

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, Highway & Transportation 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:

Jail Consolidation Project

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 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.

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

1.K.1) Project Planning Team = Dane County staff from the Dane County Sheriff's Office, Public Works Engineering Division, Administration, County Executive's Office, Construction Manager (CM), architect / engineering design team (A/E) & commissioning agent (CA). Occasionally, others may be asked to join or provide input to this team.

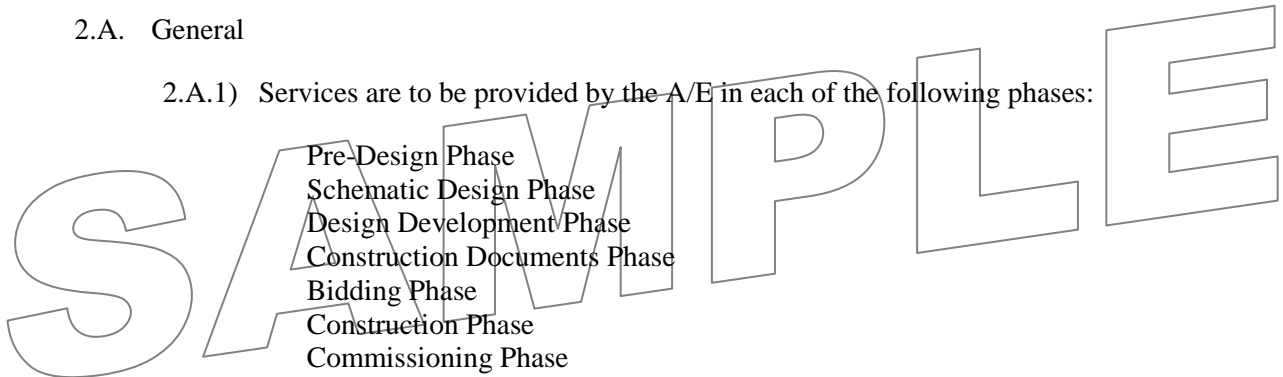
1.K.2) Project Committee = a group of individuals selected by the Chair of the Public Protection & Judiciary Committee & the Sheriff. The A/E & CM shall be present & provide input for the meetings of this group.

## 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  
Schematic Design Phase  
Design Development Phase  
Construction Documents Phase  
Bidding Phase  
Construction Phase  
Commissioning Phase



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

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

2.A.4) The 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.4) a. A subsurface investigation report was done before the existing building was constructed & shall be available to the A/E.

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.A.6) The A/E shall ensure the entire project, from design to construction, including all equipment, systems & components (e.g., FF&E), complies with Wisconsin Department of Corrections (DOC) Administrative Code 350.

2.B. Phase I - Pre-Design

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.

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

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

2.B.4) Review & evaluate the cost model budget presented in the Option 3 Final Report - Phase 1 & compare to historical benchmark data of similar projects. This will establish budgets for each building system for targeting and guiding Schematic Design.

2.B.5) Develop total project budget based on cost model budget for construction costs and allowances for all indirect costs to the project based on input from the COUNTY and other Project Planning Team members. The Total Project Budget Summary will be reviewed regularly with the Owner and updated with each subsequent cost estimate and any changes to indirect costs/budgets.

2.B.6) Develop a summary level project schedule for all aspects of the project beginning in Pre-Design through completion of construction. The project schedule shall specify all major milestones required to continue the project progress to assure successful and timely completion. The project schedule will be distributed and followed by all Project Planning Team members.

2.B.7) Attend & participate in up to two (2) Project Planning Team meetings during this Phase. These meetings may be up to four (4) hours long.

2.C. Phase II - Schematic Design

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

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

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

- 2.C.4) Attend & participate in up to four (4) Project Planning Team meetings (every other week) during this Phase and provide input and feedback on design, cost and schedule issues. These meetings may be up to four (4) hours long.
- 2.C.5) Attend up to three (3) Project Committee meetings during this Phase & answer questions & provide feedback on the project. These meetings may be up to two (2) hours long.
- 2.C.6) Schematic Design Phase deliverables shall be:
  - 2.C.6) a. Five (5) bound copies of all drawings & outline specifications; and
  - 2.C.6) b. Electronic version of all documents:
    - (1) Word 2010, AutoCAD 2014 (or earlier versions); and
    - (2) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.D. Phase III - Design Development

- 2.D.1) The A/E shall review the program and functional requirements, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable COUNTY standards and guides or other written direction by COUNTY. The A/E shall establish the limiting parameters of the design as defined by the instructions issued to it by COUNTY, to determine if the design concept is achievable within the schedule and budget proposed by COUNTY.
- 2.D.2) To the extent necessary, the A/E shall facilitate investigation of the site for existing conditions which differ from those indicated in the record drawings or which could have a detrimental impact on the achievement of the work called for under the project.
- 2.D.3) Within seven (7) calendar days of receipt of the program and functional requirements, plans and specifications of record, the A/E, CM and COUNTY shall schedule a meeting to review the A/E's design concept and such other matters as are necessary to establish that at this preliminary point, the proposed design concept is consistent with the requirements of COUNTY.
- 2.D.4) The A/E shall document the results of design meetings, including design factors agreed to, with any instructions furnished by COUNTY to carry out such factors, including, but not limited to:

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

- 2.D.5) The A/E shall furnish a copy of the documentation produced under this Paragraph to each participant attending a design concept meeting.
- 2.D.6) In agreements which involve renovation or remodeling of or additions to existing facilities, the A/E shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the A/E or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to COUNTY and may be reused unless directed otherwise by COUNTY.
- 2.D.7) The A/E shall provide sufficient, alternative design solutions on major design features to allow COUNTY to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and budget. Include staffing and occupancy considerations provided by COUNTY.
- 2.D.8) The major design features, equipment and systems that must be evaluated include, but are not limited to:

Site & civil related work (e.g., utilities, stormwater management)

Structural systems

Building envelope (wall, window and roofing) systems

Building configuration

Life safety systems

Heating, ventilating and air conditioning & associated controls

Plumbing & associated controls

Electrical & associated controls

Lighting systems & associated controls

Telecom systems

Audio / visual systems

Detention facility security systems & associated controls:

- Doors, locks, & hardware
- Surveillance, cameras, recording devices

Facility signage

- 2.D.9) The A/E shall provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies that is sufficiently complete to allow commencement of the Construction Documents Phase.
- 2.D.9) a. The A/E shall prepare preliminary drawings, specifications and other data tailored to the project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by COUNTY.
- 2.D.9) a.(1) The preliminary drawings shall include plans, elevations, sections and details at a scale which is sufficient to fully illustrate the design concepts, materials and finishes to be employed. Drawings shall be in format as approved by COUNTY.
- 2.D.9) a.(2) The outline specifications shall include relevant specific information for Division 01 - Bidding and Contract Requirements and a list of the applicable technical divisions.

2.D.9) b. The A/E shall prepare a Design Report that includes:

- 2.D.9) b.(1) A time estimate for completion of each separate phase of the work (Design, Construction Documents, Bidding and Construction).
- 2.D.9) b.(2) A detailed estimate of project cost based on the preliminary design concept, which indicates that the project budget limitations will not be exceeded. Factors influencing the cost feasibility of each major division of the specification and related drawings shall be identified.
- 2.D.9) b.(3) An analysis of the biddability and constructability of the project within the time allowed by COUNTY.
- 2.D.9) b.(4) An identification of any part of the work that might require special monitoring or consideration during construction to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, sequencing or precision in installation and full or partial User occupancy during construction.
- 2.D.9) b.(5) As a safeguard against unforeseen bidding conditions, the A/E may recommend appropriate alternate bids for COUNTY's consideration. Such alternates shall be identified and developed at no additional cost to this Agreement.

SAMPLE

2.D.10) The A/E shall prepare a Furniture, Fixtures & Equipment (FF&E) Report that details what's necessary to completely equip facility & shall include:

- 2.D.10) a. Summary of interviews and / or meetings with DCSO, County Purchasing Division & COUNTY to determine needs, selections & specifications.
- 2.D.10) b. Associated recommendations, selections, vendor information & prices.
- 2.D.10) c. FF&E Report shall be included in this Phase's deliverables.

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

- 2.D.11) a. The A/E shall provide COUNTY with up to four (4) sets and one (1) electronic file of the Design Report with appendix, preliminary drawings and outline specifications for review and coordination purposes. Electronic documents shall be in a format approved by COUNTY.
- 2.D.11) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the documents. Within seven (7) calendar days of receipt, the A/E shall transmit written replies to review comments issued by COUNTY. Directions by COUNTY shall be incorporated into the design, unless the A/E shall have explained objections to COUNTY and obtained prior written approval of noncompliance from COUNTY before proceeding with related work.



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

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

2.D.12) Attend & participate in up to six (6) Project Planning Team meetings (every three (3) weeks) during this Phase and provide input and feedback on the project. These meetings may be up to four (4) hours long.

2.D.13) Attend up to two (2) Project Committee meetings during this Phase & answer questions & provide feedback on the project. These meetings may be up to two (2) hours long.

2.D.14) Upon receipt of the Design Development Phase deliverables, Design Report & FF&E Report, the Project Planning Team shall evaluate these documents & indicate to the A/E in writing when & how to proceed.

2.D.15) Design Development Phase deliverables shall be:

2.D.15) a. Five (5) bound copies of drawings (full size-typical of all submissions), specifications (in 8½ x 11 format-typical of all submissions) & FF&E Report; and

2.D.15) b. Electronic version of all documents:

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

## 2.E. Phase IV - Construction Documents

2.E.1) Upon receipt of written instructions from COUNTY, the A/E shall prepare Construction Documents for bidding and construction of the project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.

2.E.2) Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.

2.E.3) The Construction Documents shall be internally consistent in terms of coordination between:

2.E.3) a. Work of the A/E and its consultants.

2.E.3) b. Requirements of various divisions or trades.

2.E.3) c. Drawings and specifications.

2.E.4) Attend & participate in up to five (5) Project Planning Team meetings (every other week) and provide input and feedback on the project. These meetings may be up to four (4) hours long.

2.E.5) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable building and safety codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:

2.E.5) a. Coordination, to protect the integrity of the design and facilitate construction with:

2.E.5) a.(1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.

2.E.5) a.(2) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.

2.E.5) a.(3) Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.

2.E.5) a.(4) Occupying Agency: Ensure that program-required furniture, finishes and equipment layout is suitable so as to be compatible but not interfere with access to, placement or operation of the mechanical, electrical or plumbing appurtenances.

2.E.5) a.(5) Governmental authorities having jurisdiction over the work:

2.E.5) a.(5)(a) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the A/E shall file two (2) copies of such approval with COUNTY.

2.E.5) a.(6) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.E.5) b. Inclusion in the Construction Documents of:

2.E.5) b.(1) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.

2.E.5) b.(2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.

2.E.5) b.(3) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process.

2.E.5) b.(4) Hold additional interviews and / or meetings with DCSO, County Purchasing Division & COUNTY to refine & finalize needs, selections & specifications for FF&E Report:

2.E.5) b.(4)(a) FF&E Report to include details, descriptions, quantities, manufacturers, model numbers, color & all specifications for selection & location of all furniture, fixtures & equipment (FF&E). The Report shall delineate what is General Contractor furnished & contractor installed (detention grade FF&E) and what is COUNTY furnished & General Contractor installed (all non-detention FF&E).

2.E.5) c. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

2.E.5) c.(1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.

2.E.5) c.(2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.

2.E.5) c.(3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.

2.E.5) c.(4) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.

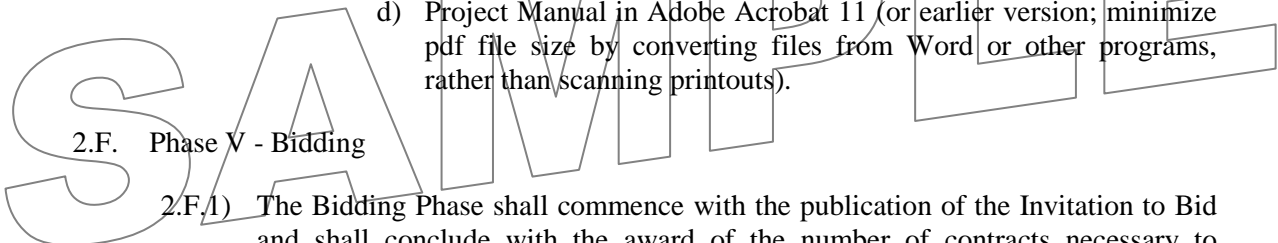
2.E.5) c.(5) The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.

- 2.E.5) c.(6) The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- 2.E.6) Upon determination by the A/E that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
- 2.E.6) a. The A/E shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
- 2.E.6) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.
- 2.E.7) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY.
- 2.E.8) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs and schedules.
- 2.E.9) Upon receipt of the Construction Documents Phase deliverables, updated Design Report & FF&E Report, the Project Planning Team shall evaluate these documents & indicate to the A/E in writing when & how to proceed.
- 2.E.10) COUNTY will print and distribute drawings and specifications for bidding purposes without cost to the A/E. The A/E shall provide the original drawings, original specifications and an electronic copy of both the drawings and original specifications for printing by COUNTY, in a format as approved by COUNTY. If the A/E is directed by COUNTY to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 4.C. hereof.
- 2.E.11) Construction Documents Phase deliverables shall be:
- 2.E.11) a. 60% Construction Documents:
- (1) Five (5) bound copies of Drawings & Specifications; and
  - (2) Electronic version of all documents:
    - a) Drawings in Adobe Acrobat 11 (or earlier version; PDFs); and
    - b) Specifications in Word 2010 (or earlier version).
- 2.E.11) b. 95% Construction Documents:
- (1) Five (5) bound copies of Drawings & Specifications, updated FF&E Report; and

- (2) Electronic version of all documents:
  - a) Drawings in Adobe Acrobat 11 (or earlier version; PDFs); and
  - b) Project Manual in Word 2010 (or earlier version).

2.E.11) c. Final Construction Documents:

- (1) Original unbound copy of Drawings, Project Manual and FF&E Report in full size, paper format;
- (2) Five (5) bound copies of Drawings, Project Manual and FF&E Report;
- (3) One (1) bound copy of Drawings and Project Manual to be submitted by A/E to State of Wisconsin and / or City of Madison for stamped approval; and
- (4) Electronic version of all documents on CD, USB flash drive or sent via email:
  - a) Drawings in AutoCAD 2014 (or earlier version):
    - 1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
    - 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
    - 3. Include copy of Plot Style Table (ctp file) used to print drawings.
  - b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
  - c) Project Manual in Word 2010 (or earlier version); and
  - d) Project Manual in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).



2.F. Phase V - Bidding

- 2.F.1) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.F.2) The A/E shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
- 2.F.3) The A/E shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.
- 2.F.4) The A/E shall assist CM & COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
- 2.F.5) The A/E shall assist CM & COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
- 2.F.6) If the low bids submitted by qualified, responsible bidders exceed construction cost estimate approved at Construction Documents Phase by five percent (5%) or more, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by and without additional cost to COUNTY that will permit a proper award of the contract(s) within the approved estimate of project cost or other funding limitation. If the low bid exceeds construction cost estimate

approved at Construction Documents Phase by less than five percent (5%), at the COUNTY's option, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.

- 2.F.7) In the event that there is a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then the A/E shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.
- 2.F.8) Upon construction contract offer, the A/E shall immediately prepare construction documents which incorporate the bid documents, addenda issued, alternate bids accepted and negotiated contract deductions, all of which are incorporated in the Construction Documents. Such work shall be completed in a timely fashion, but no later than seven (7) calendar days, so that construction is not delayed.
- 2.F.9) Attend & participate in up to two (2) project meetings during this Phase (including the pre-bid meeting) and provide input and feedback on the project. These meetings may be up to four (4) hours long.

#### 2.G. Phase VI - Construction

2.G.1) An assigned COUNTY Project Manager will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY approved A/E representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.

2.G.2) After the award of the construction contract(s), the A/E shall become an on-site technical and professional advisor to COUNTY. In this capacity the A/E will have continuous access to the site. The A/E, through COUNTY's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.

2.G.2) a. When requested and specifically contracted for by COUNTY, the A/E shall provide a full-time, on-site representative who shall be qualified in construction administration and subject to the approval of COUNTY. On projects for which COUNTY does not authorize full-time, on-site representation, the A/E shall provide, in accordance with ATTACHMENT A - AGREEMENT ON CONSTRUCTION PHASE SITE VISITS, a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The A/E shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work.

2.G.3) Immediately following the pre-construction meeting and prior to the start of construction, the A/E, the CM & COUNTY Project Manager, shall review the proposed schedule for submittals from the construction contractor(s). The A/E & CM shall assess the timing feasibility of such submittals relative to the

construction schedule and review needed, and advise COUNTY in writing accordingly.

2.G.3) a. The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, must be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and A/E at the start of construction. The A/E is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.

2.G.3) b. The A/E shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.

2.G.3) c. The A/E shall work with General Contractor to ensure all FF&E selected shall fit properly in allotted spaces.

2.G.4) The A/E's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager & CM, in writing.

2.G.4) a. The A/E shall be responsible for the coordination and performance of on-site services performed by consultants employed by the A/E and shall review reports and other data submitted by such consultants. The A/E and each consultant engaged under Article 1.G. and ATTACHMENT B. - A/E / CONSULTANT AGREEMENT shall visit the job site as delineated in ATTACHMENT A. - AGREEMENT ON CONSTRUCTION PHASE SITE VISITS. The A/E shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform COUNTY. Site visits shall coincide with crucial times of the construction for the specialty area involved.

2.G.4) b. Following construction site visits, the A/E shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. The A/E shall submit the reports within three (3) business days of the site visit by the A/E's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.

2.G.4) c. The A/E's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the

reports. Discovered construction variances shall immediately be reported to COUNTY.

2.G.4) d. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.

2.G.4) e. Should the A/E become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager shall be immediately notified in writing. It is appropriate for the A/E to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The A/E shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the A/E's recommendation. This assumption of responsibility by COUNTY shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

2.G.4) f. If the A/E considers suspension of construction work appropriate, the A/E shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.

2.G.5) Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of the A/E or its consultants, without additional cost to COUNTY.

2.G.6) The A/E shall review requests for information (RFIs) and shall respond within five (5) business days.

2.G.7) The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.

2.G.8) The A/E shall assist in the preparation of applications for energy incentive programs, when applicable.

2.G.9) Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or



otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.

2.G.10) COUNTY will provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the project, General Contractor will submit its marked-up as-built documents to the A/E who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY. This work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the A/E to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to the COUNTY at the same time as the Record Documents.

2.G.10) a. Record Documents deliverables shall be:

- (1) Original unbound copy of Drawings and Project Manual in full size, paper format;
- (2) Three (3) bound copies of Drawings and Project Manual; and
- (3) Electronic version of all documents on CD, USB flash drive or sent via email:
  - a) Drawings in AutoCAD 2014 (or earlier version);
    1. Each digital sheet shall be complete with x-refs or base plan sheets included and attached;
    2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
    3. Include copy of Plot Style Table (ctp file) used to print drawings.
  - b) Drawings in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
  - c) Project Manual in Word 2010 (or earlier version); and
  - d) Project Manual in Adobe Acrobat 11 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.G.11) The A/E shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two (2) copies of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:

2.G.11) a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and

2.G.11) b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.

2.G.12) It is not intended by this Agreement to impose upon the A/E the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the A/E the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the A/E. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the A/E or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

## 2.H. Phase VII - Commissioning

2.H.1) The A/E shall work closely with the Commissioning Agent (CA) & incorporate all requirements into reviews, Construction Documents, & start-up procedures.

2.H.2) All building elements, equipment & systems shall be complete and operating. System start-up, testing, balancing, and satisfactory system performance is the responsibility of the General Contractor. This includes all calibration and adjustment of all system controls, balancing of loads, troubleshooting and verification of software and final adjustments that may be needed.

2.H.3) All operating conditions and control sequences shall be tested, adjusted & signed off as complete by the CA, CM, A/E & COUNTY during the start-up period.

## 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. 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 document, dated February 22, 2018, including any subsequent Addenda.

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

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

~~4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Agreement and approved by COUNTY. When the A/E's Design Report estimate indicates a revised project cost and such revision is approved by COUNTY, the amount of the lump sum fee may be renegotiated.~~

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

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

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

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

4.A.4) Compensation for any revisions of project scope & necessary rebidding based lowest acceptable construction bids exceeding the construction cost estimate approved at Construction Documents Phase shall be as described in "2.F. Phase V - Bidding" section above.

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

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

4.C) Reimbursable Expenses:

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

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

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

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

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

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.)

and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

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

4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of 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) 1. 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.

Phase I. Pre-Design	5%
Phase II. Schematic Design	15%
Phase III. Design Development	35%
Phase IV. Construction Documents	65%
Phase V. Bidding	70%
Phase VI. Construction	95%
Phase VII. Commissioning	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 professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement,

by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY.” The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## 10. ARTICLE 10: OTHER INSURANCE

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

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

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

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

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

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

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

## 11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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



Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.

- 11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

## **12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT**

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

12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the

requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

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

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

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

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

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.13, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.

**ATTACHMENT A**

**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT ON CONSTRUCTION PHASE SITE VISITS**

Project No.: 318003

Agreement No.: [No.]

Project Name: Jail Consolidation Project

Construction phase services, for the Project referenced above, shall be provided by either the A/E or its Consultants as follows and in compliance with Article 2.G.:

1. The A/E shall visit the site a minimum of [ ] times during the construction phase (or [ ] times per month or [ ] times per week) and attend the pre-construction meeting, bi-weekly progress meetings and final inspection to determine if work has been completed according to plans and specifications. Site visits shall be conducted at essential times during the construction phase. To be considered a site visit, close-up observation of the current building elements in process of being constructed must be performed. Additional site visits necessitated by A/E error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on the part of the lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY. Where specialty work is performed "in-house" or by an outside Consultant, the minimum number of separate site visits by that specialist shall be as indicated below.
2. The Structural Consultant shall visit the site a minimum of [ ] times during the construction phase (or [ ] times per month).
3. The Mechanical Consultant shall visit the site a minimum of [ ] times during the construction phase (or [ ] times per month).
4. The Plumbing Consultant shall visit the site a minimum of [ ] times during the construction phase (or [ ] times per month).
5. The Electrical Consultant shall visit the site a minimum of [ ] times during the construction phase (or [ ] times per month).

**ATTACHMENT B**

**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**

**A/E / CONSULTANT AGREEMENT**

Date:  [Date] \_\_\_\_\_

Project No.:  318003 \_\_\_\_\_

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:

Jail Consolidation Project

**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 FORM**

**PURPOSE**

25.13 of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.13 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

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

**CERTIFICATION**

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

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

has complied fully with the requirements of Chapter 25.13 of the Dane County Ordinances “Equal Benefits Requirements”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

## **SUPPLEMENTARY CONDITIONS**

### **1. JAIL ACCESS**

- A. The Background Check Form on the following page must be filled out before access can be granted to the Dane County Jail. Visiting the site for a pre-proposal tour & meeting is mandatory in order to propose on this project. Submitting Background Check Form(s) is mandatory if you plan to tour the facility.
- B. Submit Background Check Form (one form per participant) via fax to Scott Carlson at 608/267-1533 or scan & email it to [carlson.scott@countyofdane.com](mailto:carlson.scott@countyofdane.com).
- C. In order to be considered & cleared, submit all forms no later than close of business on March 6, 2018.
- D. All previous Background Check Forms have been deleted from the system & if any of your staff want access for the pre-proposal tour, they must re-apply for clearance.



**PRE-PROPOSAL FACILITY TOUR & MEETING**

TUESDAY, MARCH 20, 2018, 1:30 p.m.

JAIL CONSOLIDATION - ARCH / ENGR DESIGN SERVICES  
PUBLIC SAFETY BUILDING  
MADISON, WISCONSIN

**BACKGROUND CHECK FORM**

**THIS FORM IS DUE NO LATER THAN MARCH 6, 2018. DO NOT INCLUDE WITH PROPOSAL.**

**PLEASE TYPE OR PRINT LEGIBLY**

**TO BE FILLED OUT FOR EACH TOUR & MEETING PARTICIPANT:**

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

_____		
First Name		
_____		
Middle Name		
_____		
Last Name		
_____		
Other Names Used		
_____		
_____	_____	_____
Date of Birth	Sex	Race
_____		
_____	_____	
Driver's License No.	State Issued	
_____		
Current Full Address		
_____		
Cities & States Lived In, Past 10 Years		
_____		
Felony Convictions? (Yes or No)		
_____		
If yes, when?		
_____		
Misdemeanor Convictions? (Yes or No)		
_____		
If yes, when?		
_____		
_____	_____	
Today's Date	Bidding Company Name	

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

**OFFICE USE ONLY**

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

Date Criminal History Run \_\_\_\_\_

Submit to:



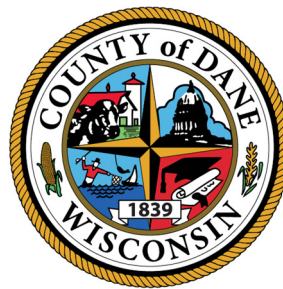
**APPENDIX I**

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



# Dane County Jail Update Study

## OPTION 3 Final Report



Report prepared by

**Mead  
& Hunt**

In association with



June 2017

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## I. EXECUTIVE SUMMARY

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## A. INTRODUCTION

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

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

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

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

## B. PHYSICAL PLANT OPTIONS AND COSTS

### Option 3 Overview

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

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

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

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

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

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

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

**Opinion of Probable Costs**

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

**Table I.1 – Option 3 Opinion of Probable Costs**

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



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

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

**General Notes**

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

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

**C. STAFFING PLAN AND OPERATING COSTS**

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

**Bed Distribution**

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

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

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

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

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

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

### Operational Impacts and Staffing Implications

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

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

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

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

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

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

### **Operating Costs**

The projected operating costs for Option 3 are based on FY15 dollars – the same FY dollars used to calculate projected operating costs for Option 1 and Option 2. Unless otherwise noted, the assumptions used to calculate the projected operating costs based on the 2016 Program are used to calculate the projected operating costs for Option 3 – Phase 1 and Phase 2. When the operating cost is premised on an average daily population (ADP), it is assumed that the ADP is 757.<sup>6</sup>

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

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

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

Table I.4 – Staffing and Operating Costs Comparison

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

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

## **II. PHYSICAL PLANT OPTIONS AND COSTS**

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## A. OPTION 3 SPECIFICS BY PHASE

### Phase One Highlights

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

#### ***Sub-Basement***

This area would remain unaltered.

#### ***Basement***

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

#### ***First Floor***

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

#### ***Second Floor***

This area would remain unaltered.

#### ***Third Floor***

This area would remain unaltered.

#### ***Fourth Floor***

This area would be remodeled for general population housing.

#### ***Fifth Floor***

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

#### ***Sixth Floor***

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

#### ***Seventh Floor***

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

***Eighth Floor***

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

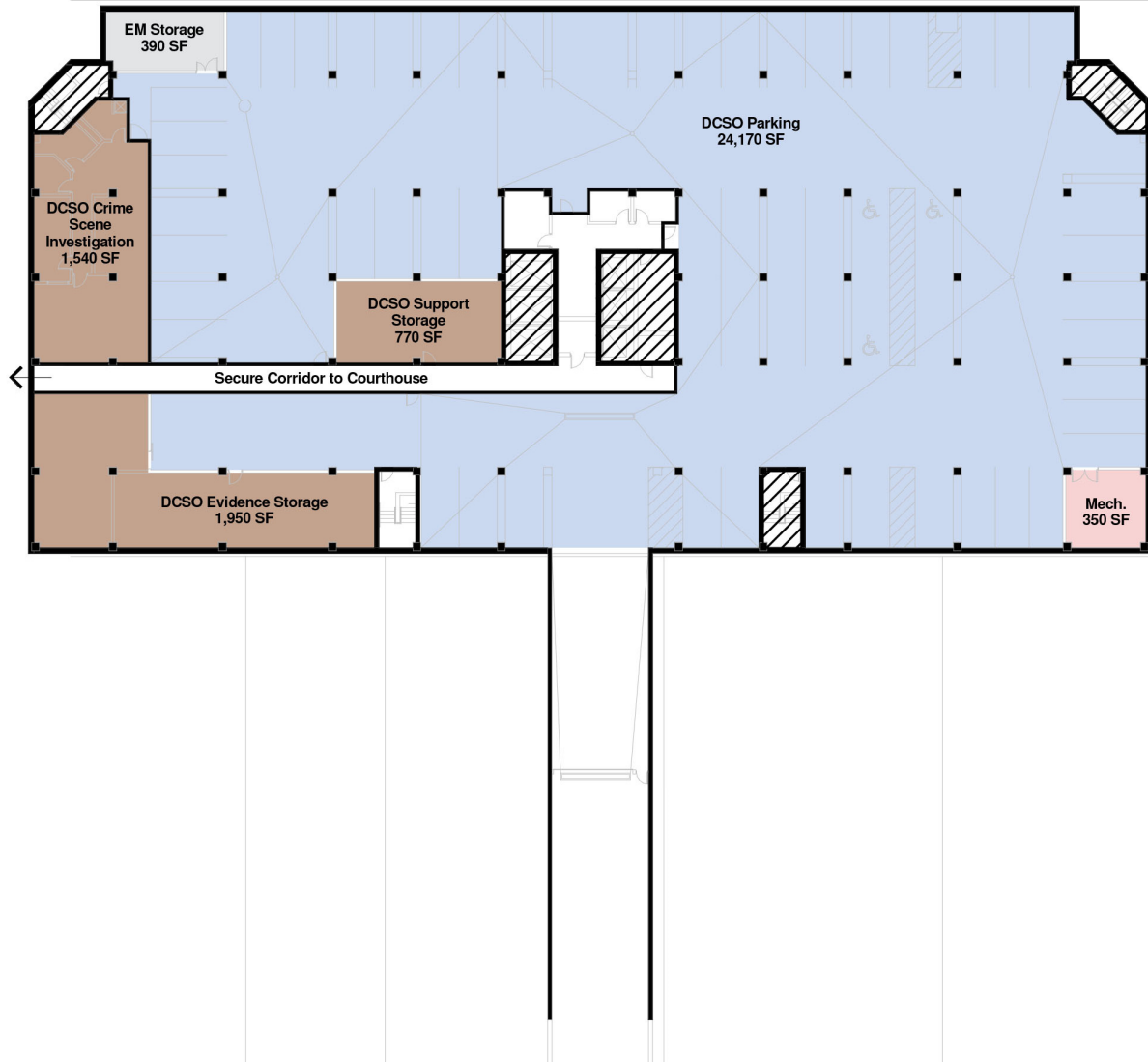
***Ninth Floor***

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

***Roof Level***

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





Sub-Basement Floor Plan - Option 3 - Phase 1

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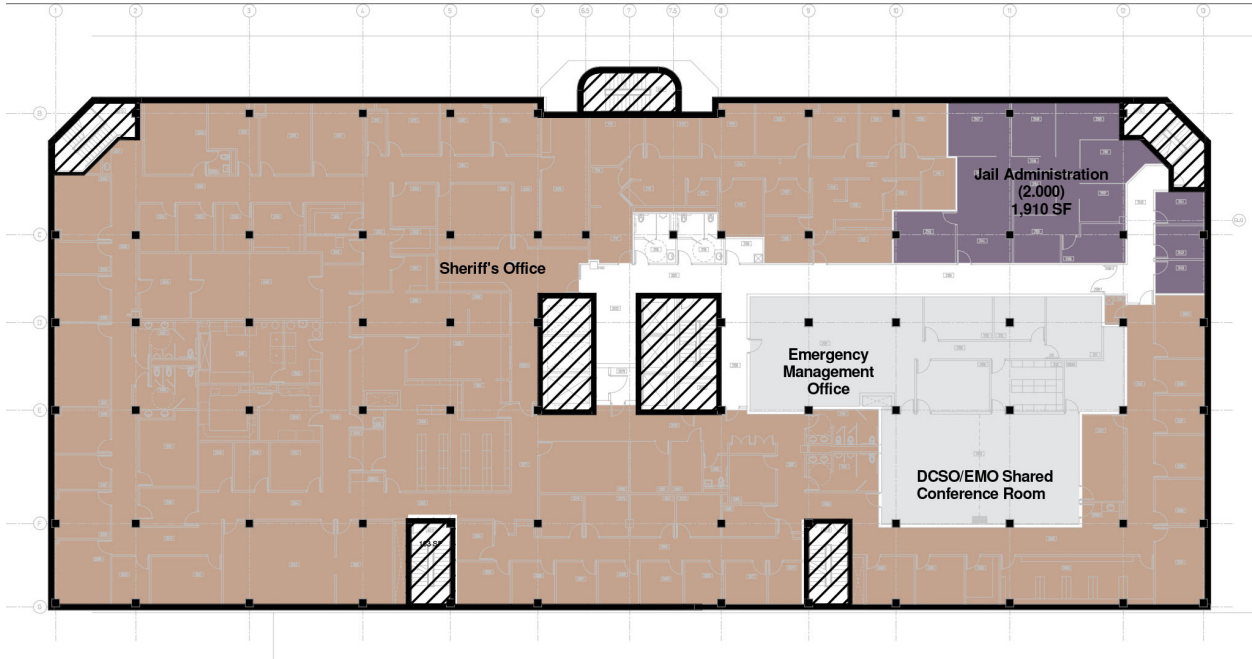
Basement Floor Plan - Option 3 - Phase 1

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First Floor Plan - Option 3 - Phase 1

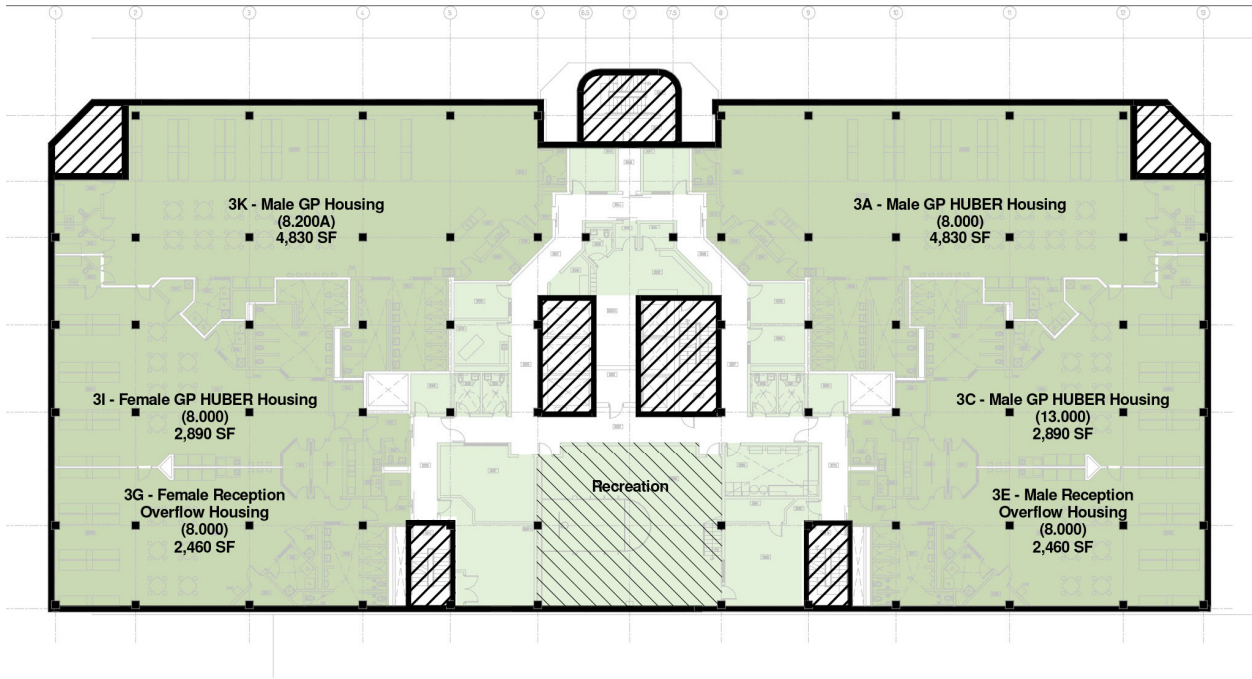
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**Second Floor Plan - Option 3 - Phase 1**

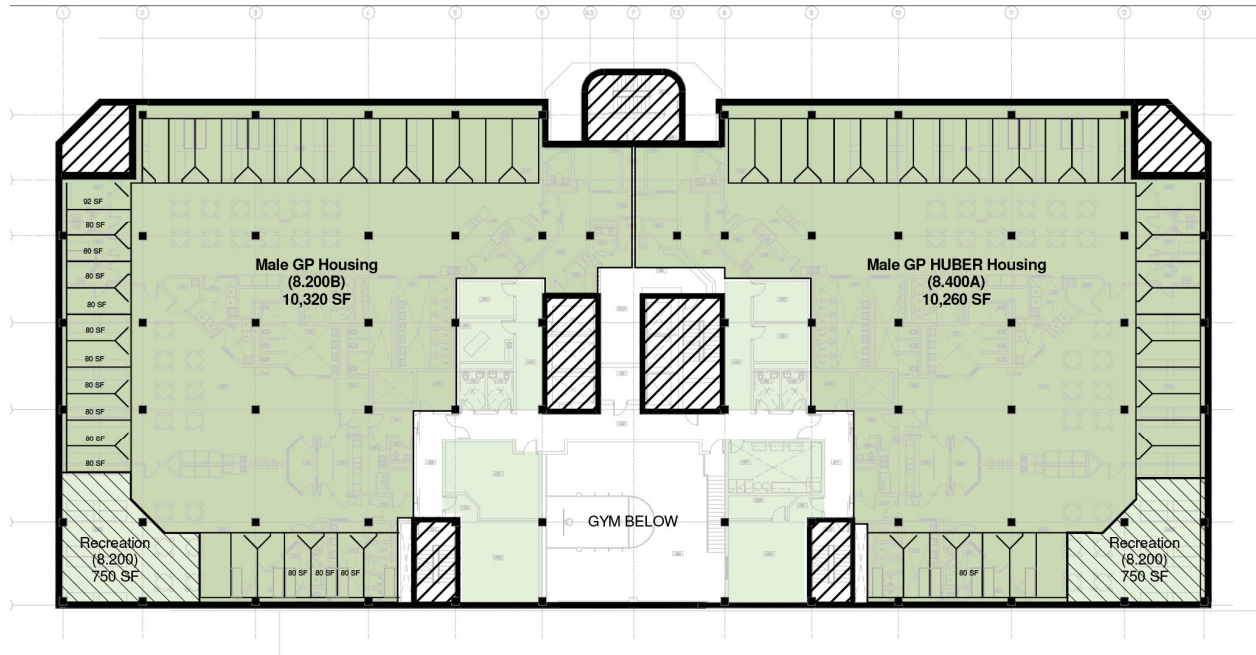
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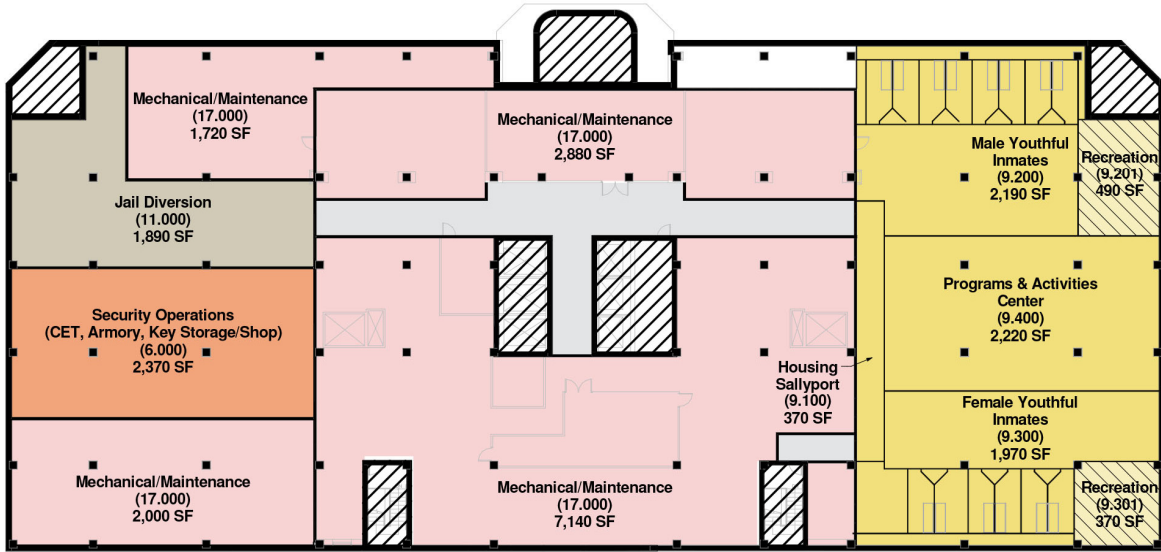
Third Floor Plan - Option 3 - Phase 1

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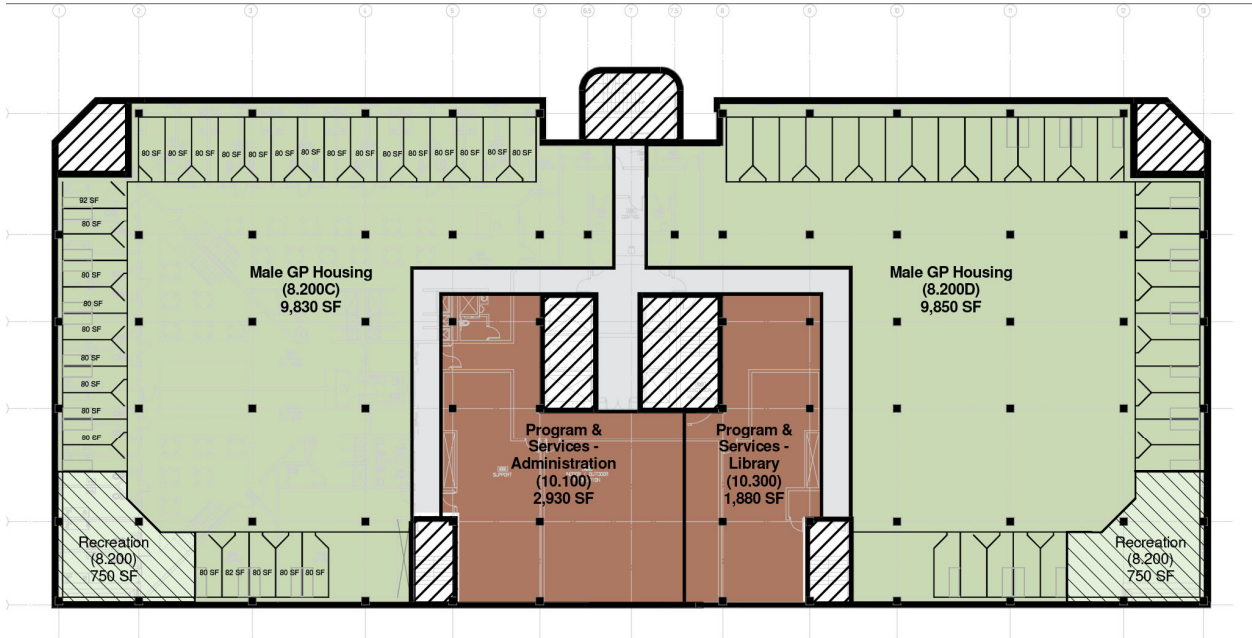
Fourth Floor Plan - Option 3 - Phase 1

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Fifth Floor Plan - Option 3 - Phase 1

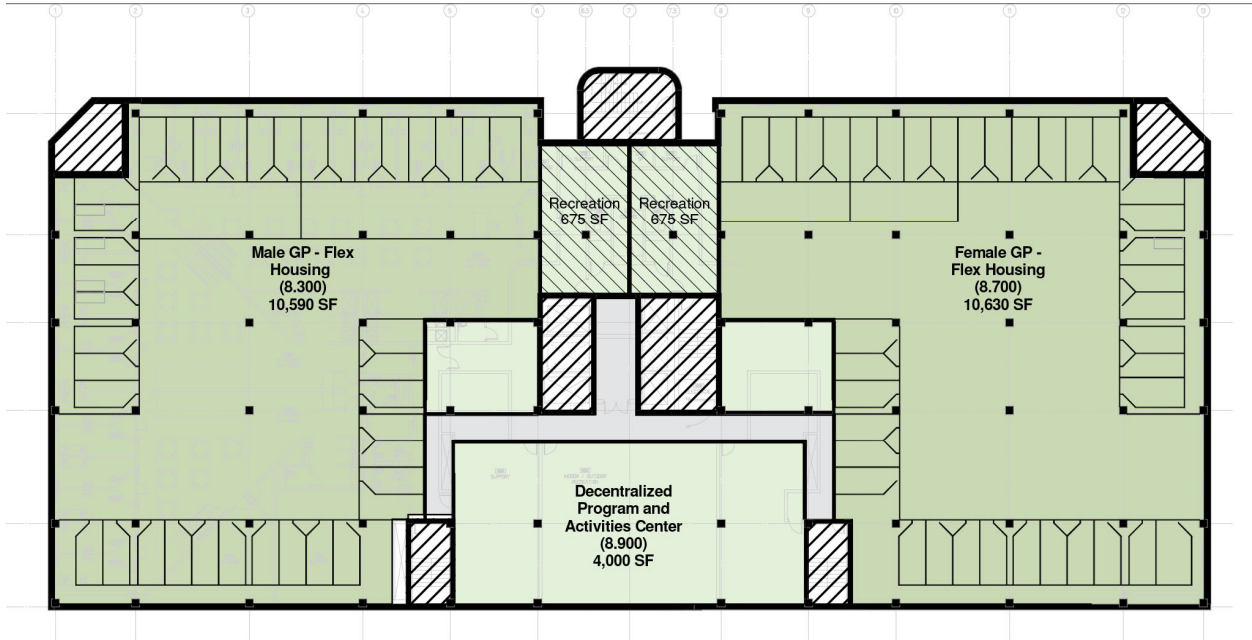
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Sixth Floor Plan - Option 3 - Phase 1

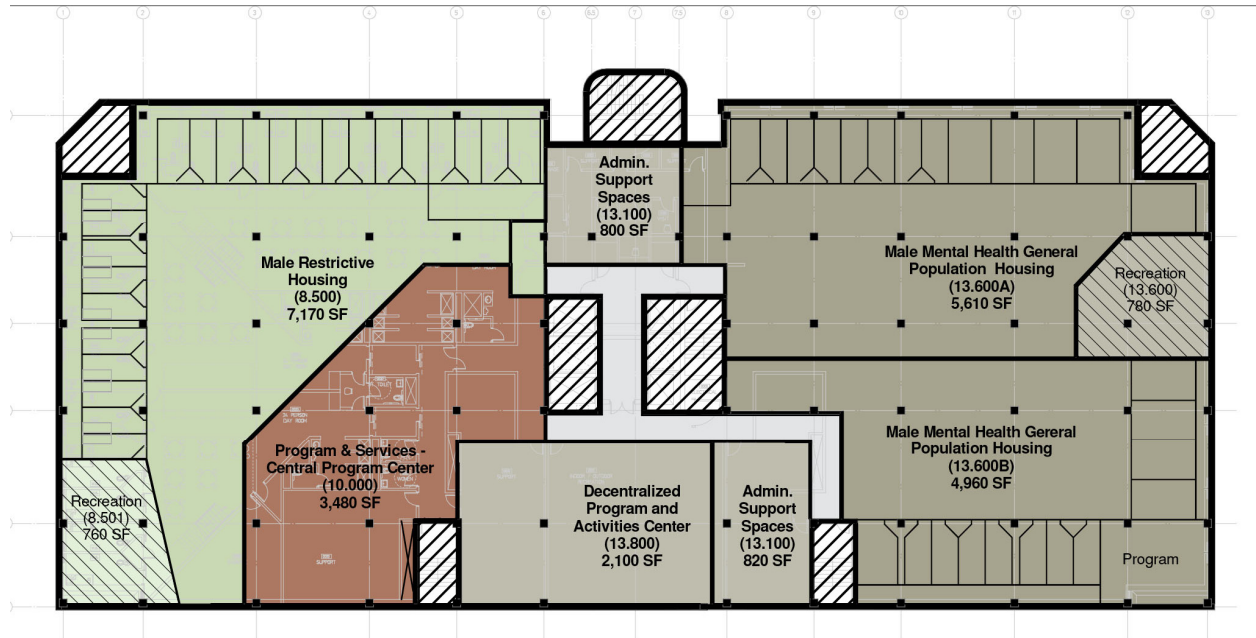
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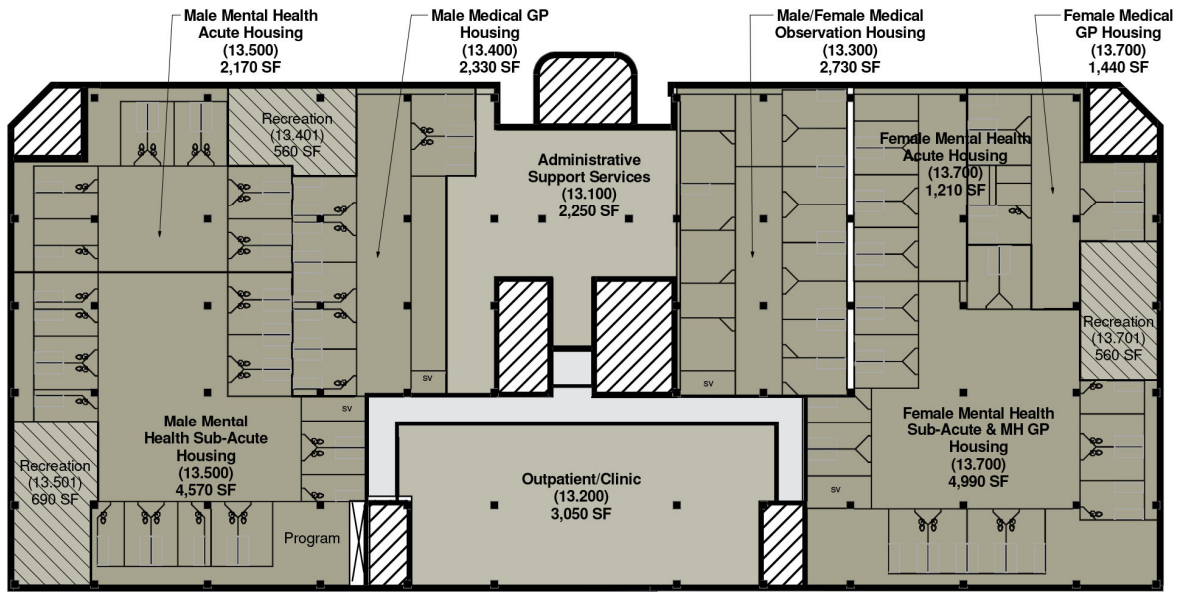
**Seventh Floor Plan - Option 3 - Phase 1**

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**Eighth Floor Plan - Option 1 - Phase 1**

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Ninth Floor Plan - Option 3 - Phase 1

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## **Phase Two Highlights**

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

### ***Sub-Basement***

This area would remain unaltered.

### ***Basement***

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

### ***First Floor***

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

### ***Second Floor***

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

### ***Third Floor***

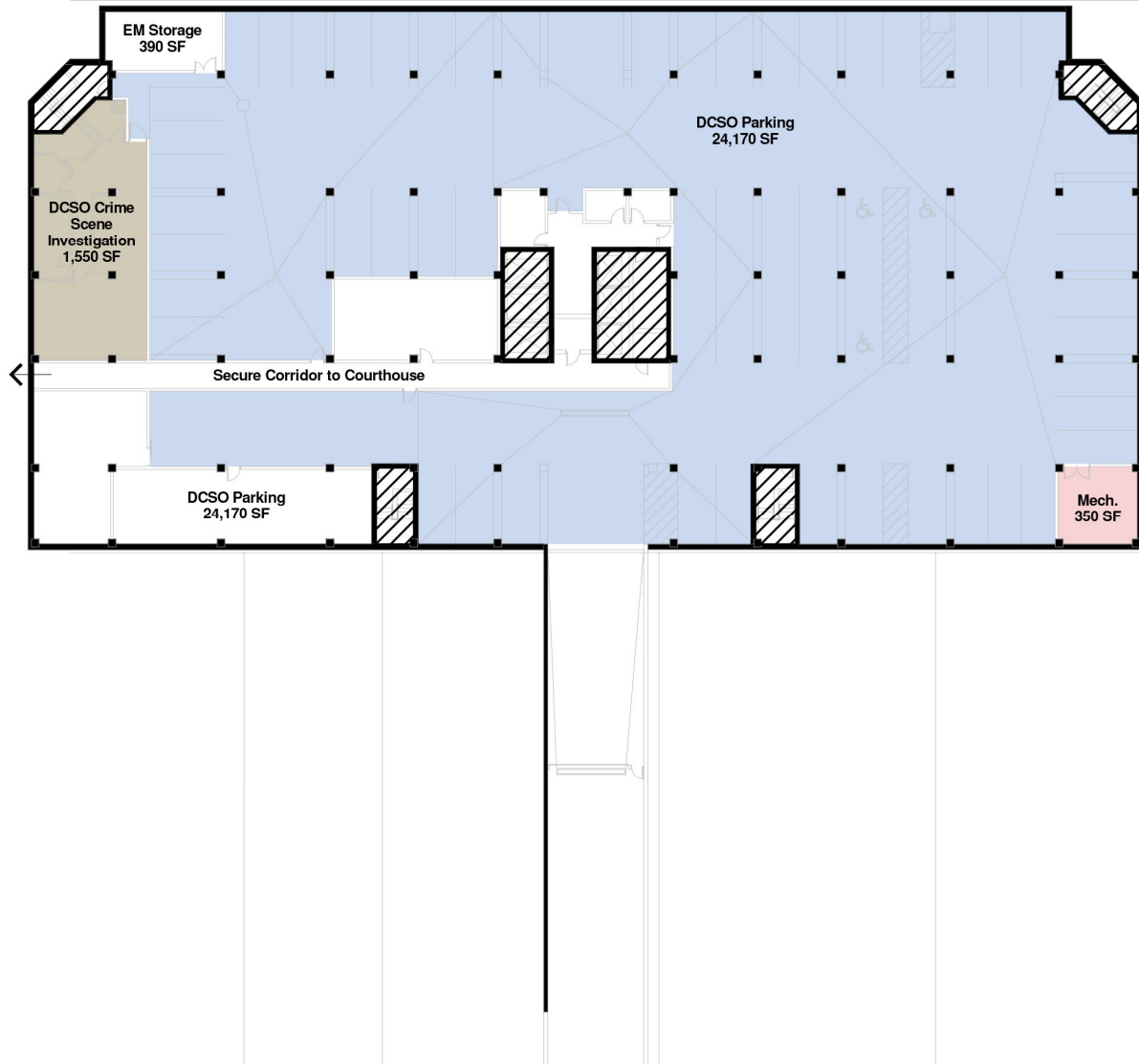
This area would receive minimal remodeling, including removing a dividing wall between units to increase visibility for staff observation.

### ***Fourth – Ninth Floors***

These areas remain unaltered.

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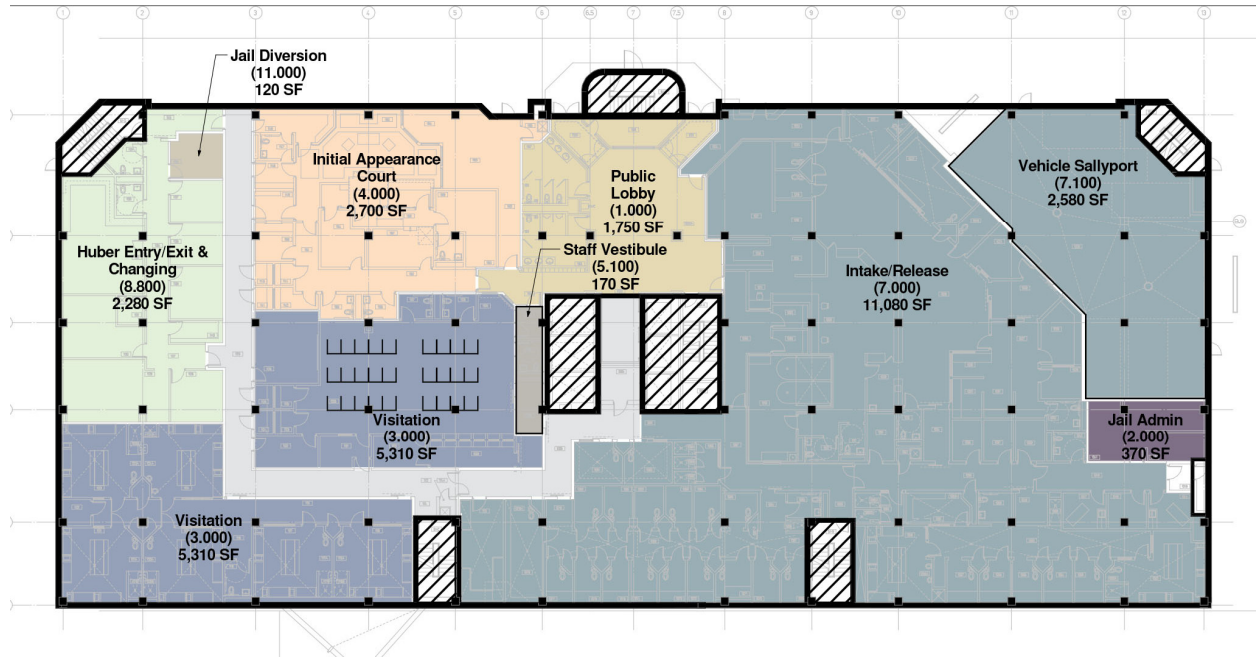
**Sub-Basement Floor Plan - Option 3 - Phase 2**

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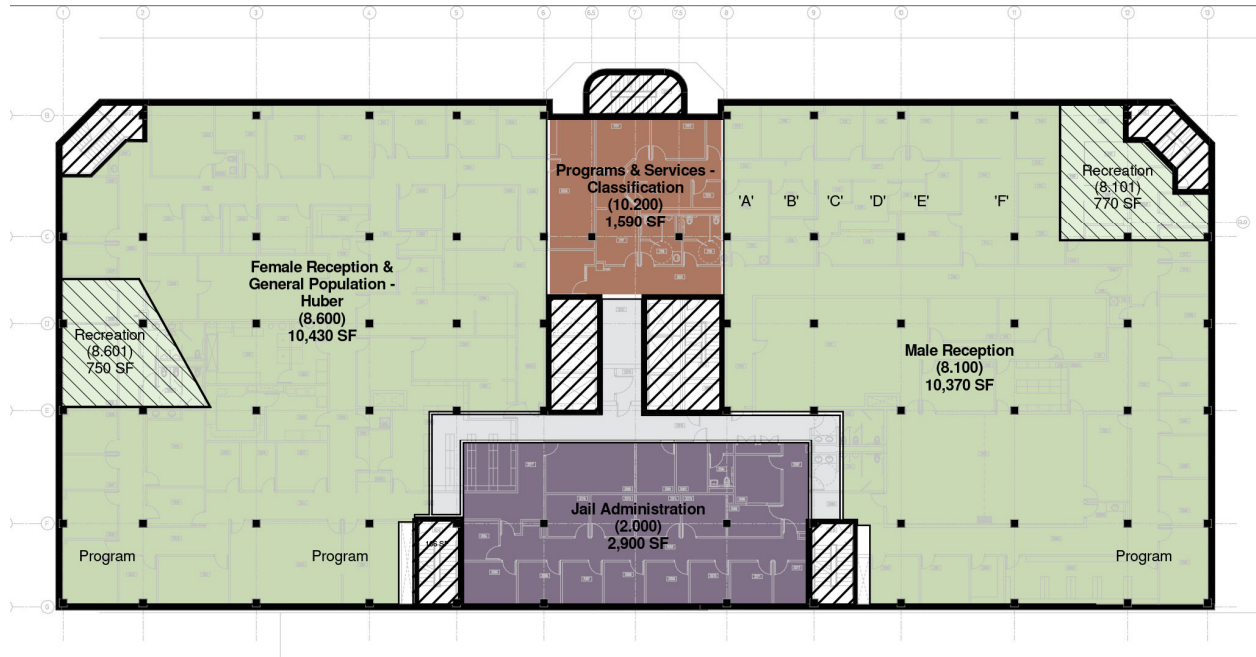
Basement Floor Plan - Option 3 - Phase 2

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First Floor Plan - Option 3 - Phase 2

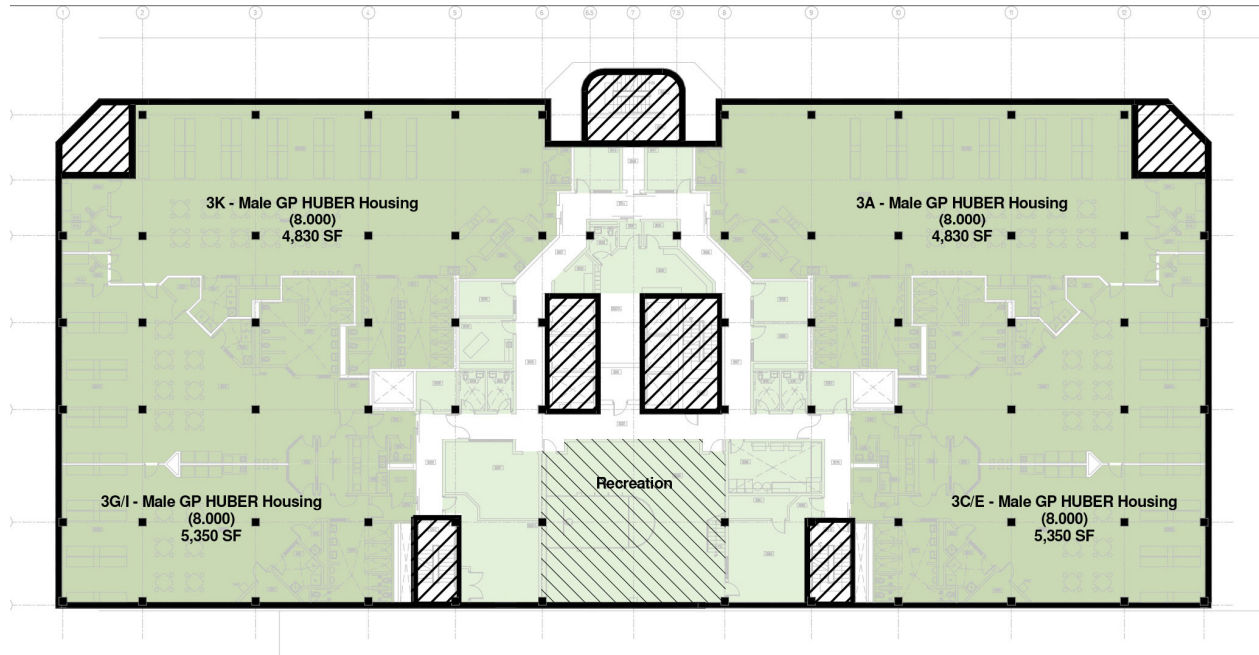
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Second Floor Plan - Option 3 - Phase 2

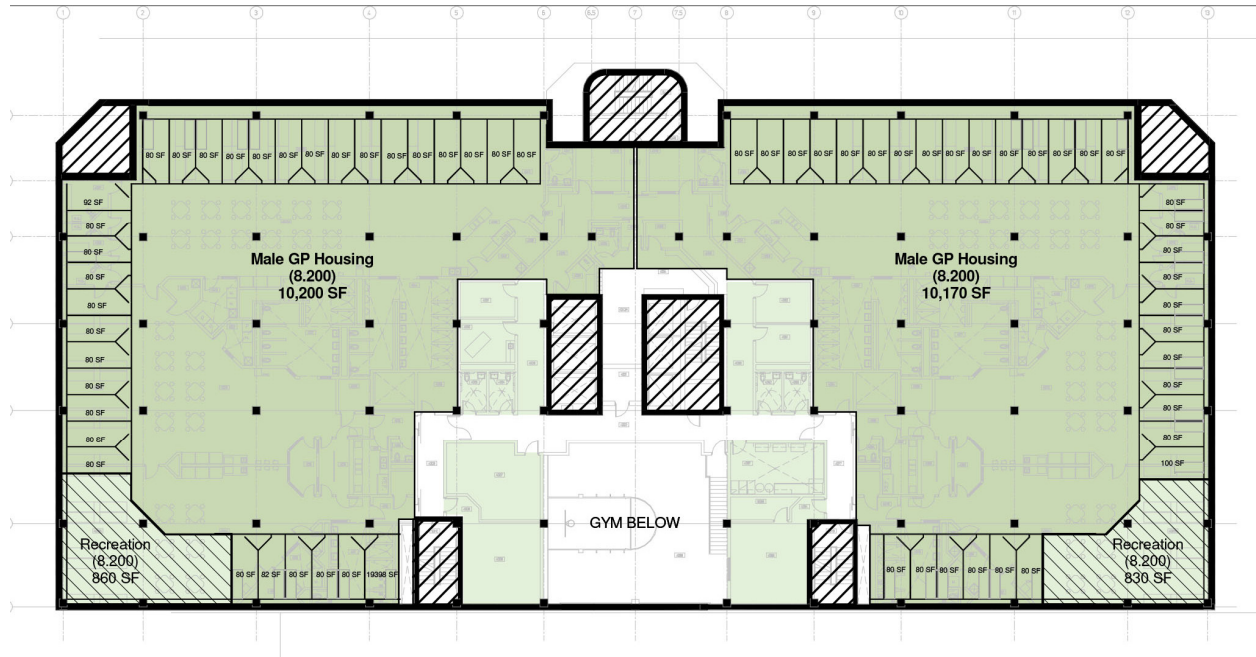
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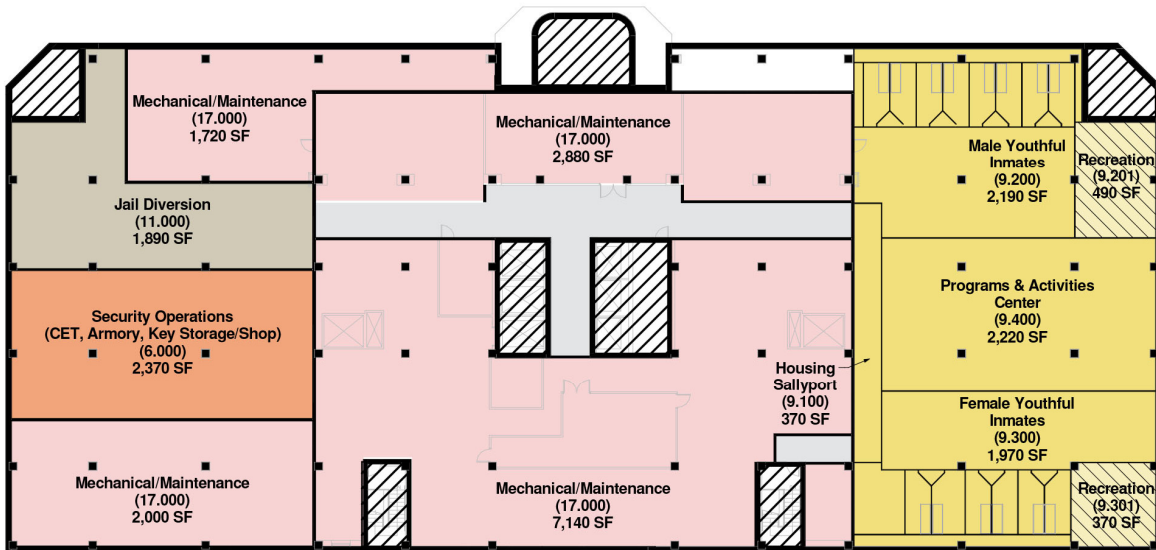
Third Floor Plan - Option 3 - Phase 2

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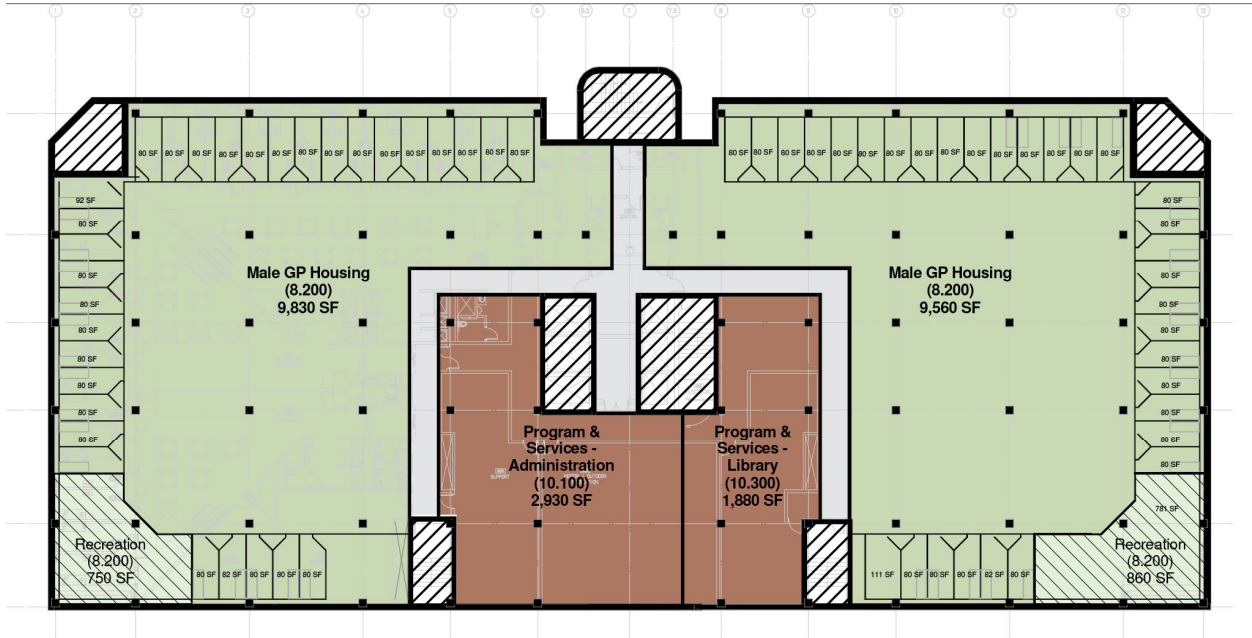
Fourth Floor Plan - Option 3 - Phase 2

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Fifth Floor Plan - Option 3 - Phase 2

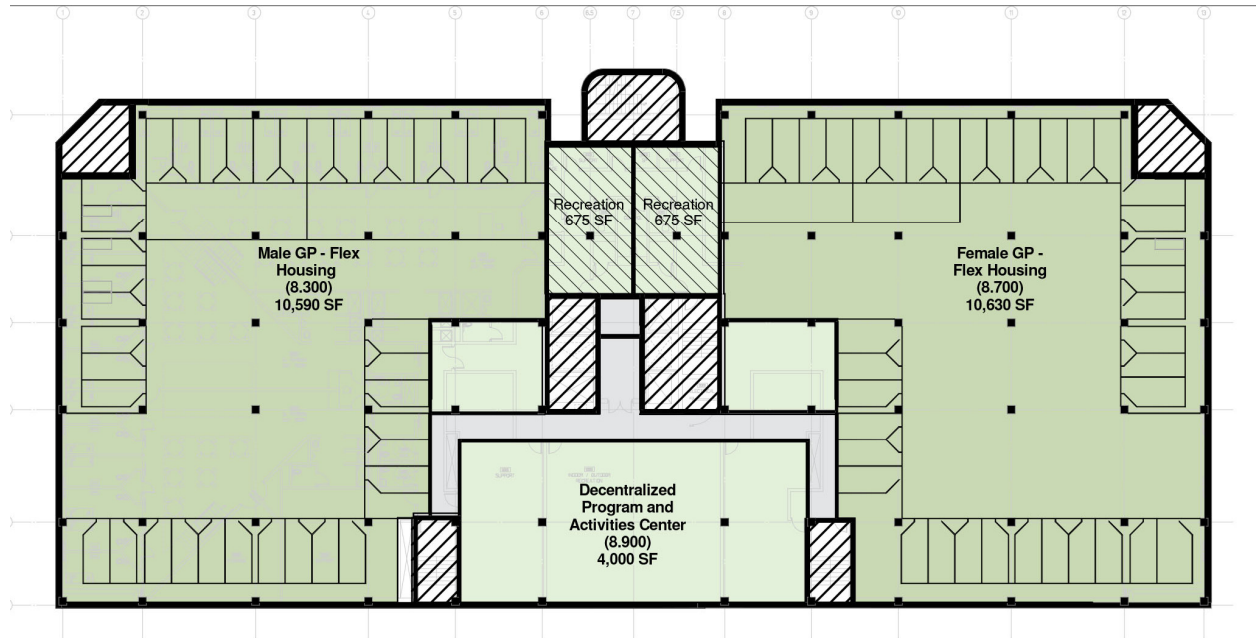
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Sixth Floor Plan - Option 3 - Phase 2

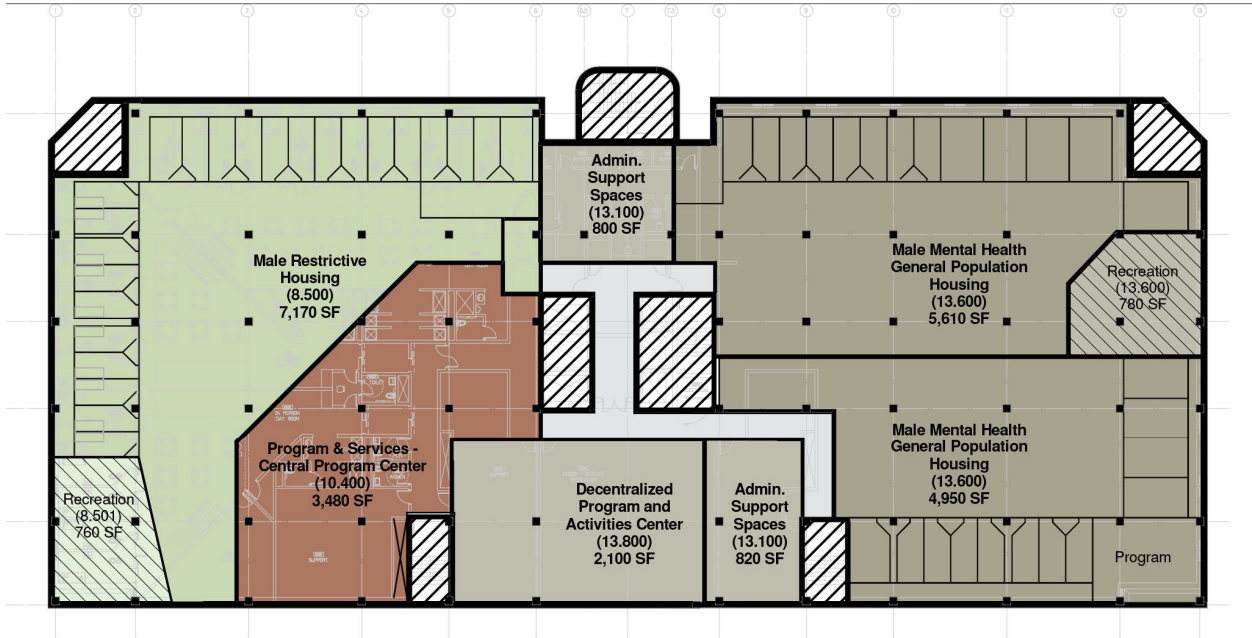
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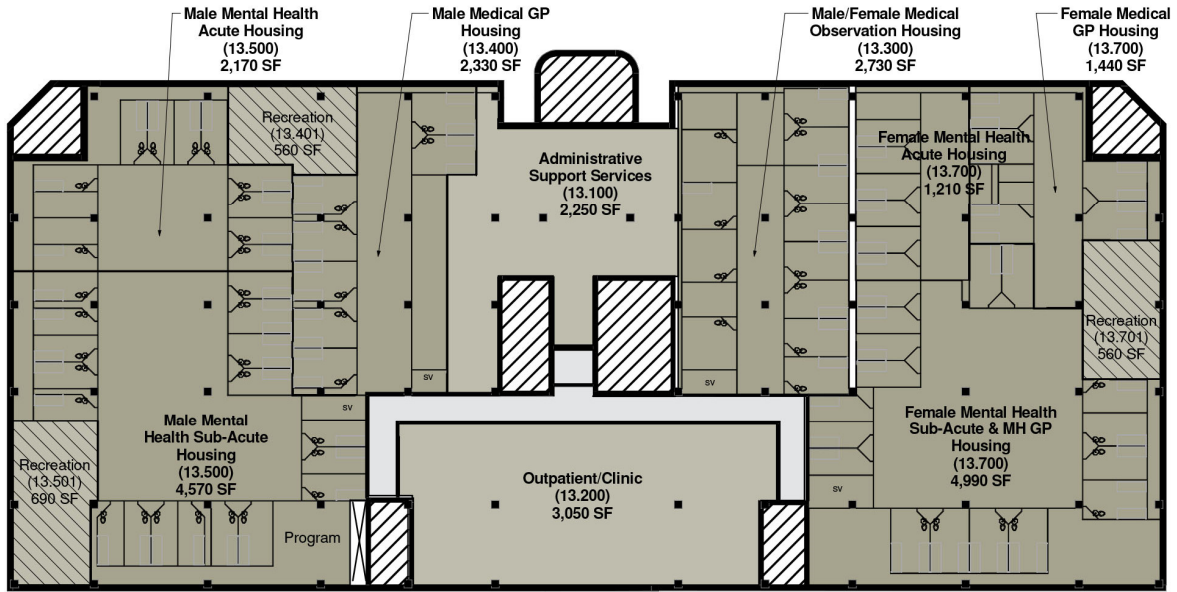
**Seventh Floor Plan - Option 3 - Phase 2**

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**Eighth Floor Plan - Option 1 - Phase 2**

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Ninth Floor Plan - Option 3 - Phase 2

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### Phase Three Highlights

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

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

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

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

### Scenario 1: Lease Existing Space

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

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

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

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

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

**Scenario 2: Remodel the Vacated Floors of the CCB**

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

**Scenario 3: Construct a New Building on a Greenfield Site**

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

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

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

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

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

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



**D. OPINION OF PROBABLE COST**

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

**Table II.1 – Option 1 Opinion of Probable Costs**

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

**Table II.2 – Option 2 Opinion of Probable Costs**

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

**Table II.3 – Option 3 Opinion of Probable Costs**

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

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

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

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

**General Notes**

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

### **III. STAFFING PLAN AND OPERATING COSTS**

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## A. INTRODUCTION

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

### Bed Distribution

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

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

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

Table III.1 – Distribution of Inmate Housing Beds – Option 3<sup>2</sup>

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

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

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

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



## B. OPERATIONAL IMPACTS AND STAFFING IMPLICATIONS

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

### Option 3 Phase 1 – Staffing Plan Implications

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

#### 1.000 Public Lobby (P1)

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

#### 2.000 Administration (P1)

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

#### 3.000 Visitation (P1)

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

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

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

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

### **6.000 Security Operations (P1)**

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

### **8.000 Housing – Adult Inmates (P1)**

The 2016 Program calls for 12 housing pods (adult inmates only, does not include youthful inmates and medical/mental health housing). In Option 3 Phase 1, it will require 14 housing pods<sup>3</sup> to meet the Phase 1 bed needs (922 beds<sup>4</sup>). When practical, the housing pods will be operated following the principles of direct supervision with a housing officer in charge of a housing pod with up to 64 inmates. Phase 1 relies on continued use of existing PSB housing pods, which comprises housing pods having capacity ranging from 15 to 50 beds. More housing pods, especially those in the PSB that do not house 64 inmates, will necessitate an increase in staffing.

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

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

<sup>3</sup> Housing pods 3C and 3E are counted as one pod. Housing pods 3G and 3I are counted as one pod.

<sup>4</sup> 922 represents all available beds.

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

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

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

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

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

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

### **9.000 Housing – Youthful Inmates (P1)**

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

### **13.000 Health Care Services (P1)**

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

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

<sup>8</sup> Existing housing pods include: 3A, 3C, 3E, 3G, 3I, and 3K

**14.000 Foodservice (P1)**

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

**15.000 Laundry (P1)**

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

**17.000 Maintenance/Central Plant (P1)**

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

**Option 3 Phase 1 Preliminary Staffing Plan Adjustments Summary**

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

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

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

7. The number of youthful inmates served decreases.

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

**Table III.2 – Option 3 Phase 1: Preliminary Staffing Plan Adjustments, Summary<sup>10</sup>**

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

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

### **Option 3 Phase 2 – Staffing Plan Implications**

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

#### **1.000 Public Lobby (P2)**

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

#### **2.000 Administration (P2)**

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

#### **3.000 Visitation (P2)**

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

#### **6.000 Security Operations (P2)**

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

#### **8.000 Housing – Adult Inmates (P2)**

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



13 housing pods to meet the Phase 2 bed needs (950 beds<sup>11</sup>). When practical, the housing pods will be operated following the principles of direct supervision with a housing officer in charge of a housing pod with up to 64 inmates. As in Phase 1, Phase 2 relies on continued use of existing PSB housing pods, which comprises dormitories having capacity ranging from 50 to 52 beds. More housing pods, especially those in the PSB that do not house 64 inmates, will necessitate an increase in staffing.

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

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

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

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<sup>11</sup> 950 represents all available beds.

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

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

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

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

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

### **9.000 Housing – Youthful Inmates (P2)**

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

### **13.000 Health Care Services (P2)**

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

### **14.000 Foodservice (P2)**

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

### **15.000 Laundry (P2)**

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

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



**17.000 Maintenance/Central Plant (P2)**

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

**Option 3 Phase 2 – Preliminary Staffing Plan Adjustments Summary**

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

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

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

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

Table III.3 – Option 3 Phase 2: Preliminary Staffing Plan Adjustments, Summary<sup>17</sup>

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

### C. OPERATING COSTS<sup>18</sup>

The projected operating costs for Option 3 are based on FY15 dollars – the same FY dollars used to calculate projected operating costs for Option 1 and Option 2. Unless otherwise noted, the assumptions used to calculate the projected operating costs based on the 2016 Program are used to calculate the projected operating costs for Option 3 – Phase 1 and Phase 2. When the operating cost is premised on an ADP, it is assumed that the ADP is 757.<sup>19</sup>

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

<sup>18</sup> Id.

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

### Option 3 – Operating Costs Assumptions

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

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

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

### Option 3 – Operating Costs Summary

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

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

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

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

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

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

<sup>20</sup> Entry-level compensation was applied to positions that were considered new FTE.

### Staffing Adjustments

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

Option 3 position adjustments include:

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

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

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

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

### Youthful Inmates

The youthful inmate housing unit was oversized in its program and design in order to provide economies of scale, and may serve to generate revenue by housing youthful inmates from throughout the state in Phase 2.<sup>21</sup> It is assumed that inmates from other jurisdictions will occupy 65 percent of the youthful inmate beds. For purposes of this exercise, an average per diem board rate of \$55 is used to calculate the revenue likely to be generated by the renting of youthful inmate beds.<sup>22</sup> In Phase 2, it is anticipated that the County would generate revenue of \$361,350<sup>23</sup> annually.

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

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

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

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

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

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

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

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

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

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

## E. STAFFING AND OPERATING COSTS COMPARISONS

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

<sup>24</sup> Per diem was calculated based on ADP of 757 inmates.

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

<sup>26</sup> Per diem was calculated based on ADP of 757 inmates.

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

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

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

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

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## **IV. CONCLUSION**

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## CONCLUSION

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

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

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

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

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

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

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

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

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

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

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

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

## V. ACKNOWLEDGEMENTS

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## ACKNOWLEDGEMENTS

The entire team of Mead & Hunt, Potter Lawson and Pulitzer Bogard & Associates would like to thank and acknowledge the assistance and the important contributions made by the following individuals and committees. Without their help and support, this large endeavor would not have been possible.

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Scott Carlson, Project Manager

### Dane County Sheriff's Office

Sheriff David Mahoney

Chief Deputy Jeff Hook

Captain Richelle Anhalt

Lt. Kurt Pierce

Lt. Dan Bolch

Michelle DeForest

Lt. Brian Mikula

Lt. Chuck Immel

Sgt. Krist Boldt

Sgt. Mark Olson

Sgt. Mica Weber

Deputy Matt Gueldner

Karianne Kundert

Health Services Administrator, Brittany Wiersma

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

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