



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

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

Commissioner / Director
Gerald J. Mandli

February 13, 2009

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 109057 to provide engineering design services for the 2009 Phase of Concrete Restoration at the Dane County Parking Ramp. The Proposals are due on or before **2:00 PM, Thursday, March 12, 2009**. No proposal bond or performance bond is required for this project.

SPECIAL INSTRUCTIONS

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

1. Place the signed Signature Page as the first page after the cover sheet.
2. Place the rest of the Proposal information in order after the Signature Page, as outlined in Supplementary Conditions – Proposal Submission.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
“Proposal No. 109057
Architectural/Engineering Services for the 2009 Phase of Concrete Restoration at the Dane County Parking Ramp
2:00 PM, Thursday, March 12, 2009”
4. Mail to:
John Schraufnagel, Project Engineer
Dane County Department of Public Works, Highway & Transportation
c/o Dane County Purchasing Agent
210 Martin Luther King Jr. Blvd. - Room 425
Madison, Wisconsin 53703

If any additional information about this Request for Proposals is needed, please contact John Schraufnagel at 608/266-4798 or schraufnagel@co.dane.wi.us.

Sincerely,

John Schraufnagel
Project Engineer

Encl.: Request for Proposals No. 109057 Package

DOCUMENT INDEX FOR RFP NO. 109057

PROPOSAL REQUIREMENTS

- Cover Letter
- Documents Index and Dane County Vendor Registration Program
- Invitation to Propose (Legal Notice)
- Signature Page
- Fair Labor Practices Certification
- Requested Services and Business Information
- Sample Agreement for Professional Services
- Supplementary Conditions
 - Qualifications & Eligibility Requirements
 - General Information
 - Pricing
 - Proposal Submission
 - Evaluation Criteria
- Scope of Work

Drawings may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, or arrange for Dane County staff to mail them, at no charge to proposer, by calling 608/266-4018.

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders or proposers wishing to submit a bid or proposal must be a *paid registered vendor* with Dane County. Prior to the bid or proposal opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608/266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid or proposal to be considered for an award.

LEGAL NOTICE

INVITATION TO PROPOSE

Dane County Purchasing Division, Room 425, City-County Bldg, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, will receive sealed Proposals until:

2:00 P.M., THURSDAY, MARCH 12, 2009

**REQUEST FOR PROPOSALS NO. 109057
ARCHITECTURAL/ENGINEERING SERVICES FOR
2009 PHASE OF CONCRETE RESTORATION
DANE COUNTY PARKING RAMP
113 S. HENRY ST.
MADISON, WISCONSIN 53703**

Dane County is inviting Proposals for engineering services. Only firms with capabilities, experience & expertise with similar projects should request this packet & submit Proposals.

Request for Proposals package may be obtained after **2:00 p.m. Friday, February 13, 2009** at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from www.countyofdane.com/pwht/bid. Please contact John Schraunagel, Project Engineer, at 608/266-4798 or schraufnagel@co.dane.wi.us for any questions or additional information.

Proposers must be registered with Dane County Purchasing Division prior to proposal opening. Complete Registration Form at www.danepurchasing.com or call 608/266-4131.

**PUBLISH: February 19 & 26, 2009 - Wisconsin State Journal
February 23 & March 2, 2009 – Western Builder**



SIGNATURE PAGE

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

| | | | |
|--|-----------------------------------|--------------------------------|--------------------------|
| COMMODITY / SERVICE: Engineering | | | |
| REQUEST FOR PROPOSAL NO.: 109057 | PROPOSAL OPENING DATE: 3/12/09 | BID BOND: N/A | PERFORMANCE BOND: N/A |
| PROPOSAL INVALID WITHOUT SIGNATURE THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH. | | | |
| SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print) | | DATE: | |
| SUBMITTED BY: (Typed Name) | | TELEPHONE: (Include Area Code) | |
| COMPANY NAME: | | | |
| ADDRESS: (Street, City, State, Zip Code) | | | |

CONTRACT COMPLIANCE PROGRAM WORKSHEET

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

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

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

Signature: _____ Date: _____

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

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

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 proposal, bid or application for a contract with the county of Dane.
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

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

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

REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for professional engineering services for the 2009 Phase of the Dane County Parking Ramp Restoration.
- a. Work may include, but not be limited to:
 - i. Concrete removal and patching.
 - ii. Concrete crack routing and filling.
 - iii. Steel door and frame replacement.
 - iv. Block wall replacement.
 - v. Cathodic protection installation, testing, and repairs.
 - vi. Replacing and repairing reinforcing steel.
 - vii. Sealing, painting or coating concrete.
- B. Interested consultants are requested to submit the following information in their proposal:
- a. Description of firm's qualifications, experience, organization and resources.
 - b. Brief list of similar work previously completed with the name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving parking structures and other concrete restoration projects.
 - c. Description of planning and design techniques to be used in approaching the project.
 - d. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer will be interviewed if firm is short-listed.
 - e. Listing of other consultants who may participate in this Work and their area of expertise.
 - f. Indicate availability and tentative timetable for the Work, final design and construction phases.
 - g. Lump sum cost.
- C. Site visits may be arranged by calling Karen Shevet-Dinah at 608/266-4363 (office) or 608/575-9520 (cell). For any technical questions, call Project Engineer John Schraufnagel at 608/266-4798 (office) or 608/575-3374 (cell).
- D. Dane County will provide all available building site, architectural and structural and specifications to selected consultant. These drawings and specifications may not be complete or in an as-built condition. Consultant will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary hazardous material protection or abatement.
- E. 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 13, 2009 | RFP issued |
| March 12, 2009 @ 2:00 p.m. | Proposals due |
| March 24, 2009 | Estimated Notification of Short List |
| March 31, 2009 | Oral presentations / interviews for invited proposing companies |
| April 14, 2009 (estimated) | Signed contract |
| April 21, 2009 (estimated) | County Executive Approval, Notice to Proceed |
| April 28, 2009 (estimated) | Begin Phase I |
| June 1, 2009 (estimated) | Phase I Study Completion |
| June 3, 2009 (estimated) | Phase II Start Date |
| July 15, 2009 (estimated) | Phase II Completion and Bids Due |
| September 15, 2009 (estimated) | Construction Work Complete |

- F. RFP packages may be obtained online by visiting www.countyofdane.com/pwht/bid. If RFP documents are obtained from the Dane County web site, proposing company is responsible to check back regularly at the web site for Addenda.
- G. RFP packages for this project may also be obtained from the Dane County Public Works office. Any questions regarding this RFP should be directed to John Schraufnagel, 608/266-4798, schraufnagel@co.dane.wi.us.
- H. All Proposals must be submitted by 2:00 P.M., Thursday, March 12, 2009.**
- I. Dane County reserves the right to accept or reject any Proposal submitted.
- J. 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, the methodology, Proposed Project Team, Pricing, the basis of their fee schedule, and answer questions provided by our staff.
- K. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.
- L. Dane County is an Equal Opportunity Employer.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2009
PHASE OF CONCRETE RESTORATION AT THE DANE COUNTY PARKING RAMP
IN MADISON, WISCONSIN**

RFP NO. 109057

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as “OWNER”) and Consultant (hereafter, “ENGINEER”).

WHEREAS, OWNER intends to conduct the 2009 Phase of Concrete Restoration at the Dane County Parking Ramp in Madison, WI; and

WHEREAS, OWNER desires to enter into an Agreement with ENGINEER for provision of ENGINEER’S services;

NOW, THEREFORE, in consideration of above recitals and mutual covenants of parties, receipt and sufficiency of which is acknowledged by each party for itself, parties do agree as follows:

SAMPLE
ARTICLE 1
ENGINEER’S SERVICES

BASIC SERVICES

(1) ENGINEER’S Basic Services with respect to design and construction of the 2009 Phase of Concrete Restoration at the Dane County Parking Ramp (hereinafter, “the Project”) shall be as set forth in Schedule A and Schedule C. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary consulting services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A and C.

PHASE I - STUDY PHASE

A. STUDY

(2) ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.

(3) Based on information, materials and requirements as verified by OWNER, ENGINEER shall prepare: 1) Summary Report; and 2) Study consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

(4) ENGINEER shall submit to OWNER in Summary Report and Study construction cost estimate based on information provided by OWNER and gathered by ENGINEER for Final version of Study.

(5) ENGINEER shall not be responsible for providing services not included in this Agreement and not customarily furnished in accordance with generally accepted engineering practices.

PHASE II

A. DESIGN DEVELOPMENT

(6) ENGINEER shall prepare Design Development Documents consisting of drawings, specifications and other documents to fix and describe size and character of the Project as to details, materials, components, equipment and systems, including site, utility, structural, review and recommended procedures. Design Development Documents shall be submitted to OWNER for written Approval.

(7) ENGINEER shall submit to OWNER revised construction cost estimate.

B. CONSTRUCTION DOCUMENTS

(8) Base on approved Design Development documents, ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. OWNER shall prepare necessary invitation and instructions to bidders, bidding forms, form of Contract between OWNER and Contractor,

General Conditions of Contract, and Supplementary Conditions. Drawings, Specifications and other documents prepared under this Construction Document Phase shall be submitted to OWNER for written Approval.

(9) ENGINEER shall advise OWNER of any adjustments to previously submitted construction cost estimate indicated by changes in requirements or general market conditions, and shall obtain OWNER'S written approval of any such changes.

(10) ENGINEER shall submit construction related documents requiring approval of governmental authorities having jurisdiction over the Project.

C. BIDDING OR NEGOTIATION

(11) Following OWNER'S approval of documents prepared under Construction Documents Phase and latest construction cost estimate, ENGINEER shall assist OWNER in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

D. CONSTRUCTION

(12) Construction Phase shall commence with award of Construction Contract and shall terminate when OWNER accepts the Project.

(13) ENGINEER shall provide administration of Construction Contract and will report deviations from Drawings and Specifications discovered as result of inspection visits called for in Schedule A.

(14) ENGINEER, as representative of OWNER during Construction Phase, shall advise and consult with OWNER and all of OWNER'S instructions to Contractor shall be issued through ENGINEER. ENGINEER shall have authority to act on behalf of OWNER to extent provided in this Agreement unless otherwise modified in writing.

(15) ENGINEER shall at all times have access to the Project and work thereon. Give consideration and attention to facility staff's needs and surrounding environment and work accordingly. Coordinate concerns or questions about facility staff's needs and surrounding environment with Facility Manager or Public Works Project Engineer.

(16) ENGINEER shall endeavor to protect OWNER against defects and deficiencies in work of Contractor. ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.

(17) Based on site observations and on Contractor's Application & Certificate for Payment, ENGINEER shall determine amount owed to Contractor and shall certify such amounts. Certifying of Application & Certificate for Payment shall constitute representation by ENGINEER to OWNER, based on ENGINEER'S site observations and data comprising Application & Certificate for Payment, that work has progressed to point indicated; that to ENGINEER'S best knowledge, information and belief, quality of work is in accordance with Construction Documents (subject to evaluation of work for conformance with Construction Documents upon substantial completion, to results of any subsequent tests required by Construction Documents, to minor deviations from Construction Documents correctable prior to completion, and to any specific qualifications stated in Application & Certificate for Payment); and that Contractor is entitled to payment in amount certified. By certifying Application & Certificate for Payment, ENGINEER shall not be deemed to represent that ENGINEER has made any examination to ascertain how and for what purpose Contractor has used money paid on account of contract sum.

(18) ENGINEER shall be, in first instance, interpreter of requirements of Construction Documents and shall make recommendations on all claims of OWNER or Contractor relating to execution and progress of the Project and on all other matters or questions relating thereto. ENGINEER'S decisions in matters relating to artistic effect shall be final if consistent with intent of Construction Documents.

(19) ENGINEER shall have authority to reject work that does not conform to Construction Documents. Whenever, in ENGINEER'S reasonable opinion, ENGINEER considers it necessary or advisable to insure proper implementation of intent of Construction Documents, ENGINEER will have authority to require reasonable number of inspections or

testing of any work in accordance with provisions of Construction Documents whether or not such work be then fabricated, installed or completed.

(20) ENGINEER shall review and approve shop drawings, samples, and other submissions of Contractor for conformance with design concept of the Project and for compliance with Drawings and Specifications.

(21) ENGINEER shall prepare information for Change Orders and submit to OWNER for approval and publication.

(22) ENGINEER shall conduct inspections to determine progress for payment, substantial completion and final completion. They shall receive and review written guarantees and related documents assembled by Contractor, for OWNER'S permanent record, and shall certify final Application & Certificate for Payment.

(23) ENGINEER shall not be responsible for acts or omissions of Contractor, or any Subcontractors, or any of Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Project.

(24) ENGINEER shall not be responsible for making investigations involving detailed appraisals and evaluations of existing facilities, and surveys or inventories required in connection with construction performed by OWNER.

(25) ENGINEER shall not be responsible for providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of type set forth under Basic Services section under Article 1 as may be required in connection with replacement of such work.

(26) ENGINEER shall not be responsible for providing professional services made necessary by default of Contractor or by major defects in work of Contractor in performance of Construction Contract.

(27) ENGINEER shall not be responsible for preparing to serve or serving as expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

(28) ENGINEER shall provide usual and customary services of engineering consultants for design and engineering of site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well, and waste treatment systems included in the Project.

ARTICLE 2

OWNER'S RESPONSIBILITIES

(1) OWNER shall provide full information regarding requirements for the Project.

(2) OWNER shall designate, when necessary, representative authorized to act in OWNER'S behalf with respect to the Project. OWNER shall examine documents submitted by ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ENGINEER'S services.

(3) OWNER shall pay for necessary testing services, including lab work, soil borings, compaction testing and concrete testing. ENGINEER shall supervise such testing.

(4) If OWNER becomes aware of any fault or defect in the Project or non-conformance with Construction Documents, RFP, or this Agreement, OWNER shall give prompt notice thereof to ENGINEER and ENGINEER shall take prompt action to correct such fault or defects.

(5) OWNER shall expeditiously furnish information required hereunder:

- (a) All available studies and previous work on facility or project vicinity;
- (b) Existing facility drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

(1) Actual or probable construction cost is the OWNER accepted bid, alternates and Change Orders of the Project.

(2) Actual or probable construction cost is not to be used as basis for determining ENGINEER'S compensation under this Agreement.

(3) Actual or probable construction cost does not include compensation of ENGINEER and ENGINEER'S consultants, cost of land, rights-of-way, or other costs which are responsibility of OWNER.

(4) Construction cost estimates prepared by ENGINEER represent ENGINEER'S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ENGINEER nor OWNER has any control over cost of labor, materials or equipment, over methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ENGINEER.

(5) There shall be bidding contingency in amount equal to ten percent (10%) of cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase, including any adjustments approved at Construction Documents Phase.

(6) If Bidding or Negotiating Phase has not commenced within six months after ENGINEER submits Construction Documents to OWNER, construction cost estimate approved by OWNER at Design Development Phase, including adjustments approved at Construction Documents Phase, shall be adjusted to reflect any change in general level of prices which may have occurred in construction industry for area in which the Project is located. Adjustment shall reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.

(7) If cost of construction set forth in construction cost estimate approved by OWNER at Study Phase (including any adjustments approved at Construction Documents Phase plus amount of bidding contingency established hereunder) is exceeded by lowest bona fide bid, OWNER shall:

- (a) Give written approval to proceed with the Project at said bid amount; or
- (b) Authorize re-bidding the Project within reasonable time and cooperate with ENGINEER in revising the Project scope and quality to reduce cost of the Project to amount not in excess of cost of construction set forth in

construction cost estimate approved at Design Development Phase (including adjustments approved at Construction Documents Phase plus amount of bidding contingency).

(8) In case of (b), ENGINEER, without additional charge, shall modify Drawings and Specifications as necessary and as approved by OWNER to reduce cost of the Project prior to re-bid. Providing of such service shall be limit of ENGINEER'S responsibilities in this regard and, having done so, ENGINEER shall be entitled to compensation set forth in this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses, travel, meals, ect. incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 5

REIMBURSABLE EXPENSES

(1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by ENGINEER, its employees, or professional consultants in interest of the Project and subject to prior written consent of OWNER. Reimbursable Expenses shall be directly billed to OWNER and may include following:

- (a) Expense of reproducing and mailing Drawings and Specifications for bidding.
- (b) Fees paid for securing approval of authorities having jurisdiction over the Project.

- (c) On and off site testing.

ARTICLE 6

PAYMENTS TO ENGINEER

- (1) Fee for services to be provided under Phase I of this Agreement is fixed at [XXXXXX.00].
- (2) Payments for services under Phase I of this Agreement shall be made monthly in proportion to services performed.
- (3) Fee for services to be provided under Phase II of this Agreement will be paid on the same basis.
- (4) Payments for additional services of ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.
- (5) No deductions shall be made from ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

ARTICLE 7

ENGINEER'S ACCOUNTING RECORDS

- (1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER'S authorized representative at mutually convenient time.

ARTICLE 8

TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by either party upon seven days' written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.

(2) In event of termination not due to fault of ENGINEER, ENGINEER shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.

(3) What follows shall constitute grounds for immediate termination:

(a) Violation by ENGINEER of any State, Federal or local law, or failure by ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;

(b) Failure by ENGINEER to carry applicable licenses or certifications as required by law;

(c) Failure of ENGINEER to comply with reporting requirements contained herein; or

(d) Inability of ENGINEER to perform the Project provided for herein.

(4) Failure of Dane County Board of Supervisors or State or Federal Governments to appropriate sufficient funds to carry out OWNER'S obligations hereunder shall result in automatic termination of this Agreement as of date funds are no longer available, without notice.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

(1) Final version of Study shall become property of OWNER whether the Project for which they are made is executed or not. ENGINEER shall furnish OWNER with:

(a) Original unbound copy of Final version of Study in reproducible 8½ x 11 to include recommended areas and to be included in construction and related costs;

- (b) Electronic copy of Final version of Study in Word 2000 (or earlier version) on CD;
- (c) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of Study on CD; and

(2) Phase II Drawings and Specifications shall remain property of ENGINEER whether the Project for which they are made is executed or not. ENGINEER shall furnish OWNER with SpecText 2007 version or equivalent:

- (a) Three (3) regular bound copies of final Design Development Drawings;
- (b) Three (3) regular bound copies of final Design Development Project Manual (Specifications) in 8½ x 11 format;
- (c) Electronic version of final Design Development Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;
- (d) Original unbound copies of both final Construction Document Drawings and As-Built Drawings in reproducible prints;
- (e) Three (3) regular bound copies of final Construction Document Drawings;
- (f) Three (3) regular bound copies of final As-Built Drawings;
- (g) Electronic version of both final Construction Document Drawings and As-Built Drawings in AutoCAD 2007 (or earlier version) on CD;
- (h) Original unbound copy of both final Construction Document Phase Project Manual (Specifications) and final As-Built Project Manual in reproducible 8½ x 11 format.

ARTICLE 10

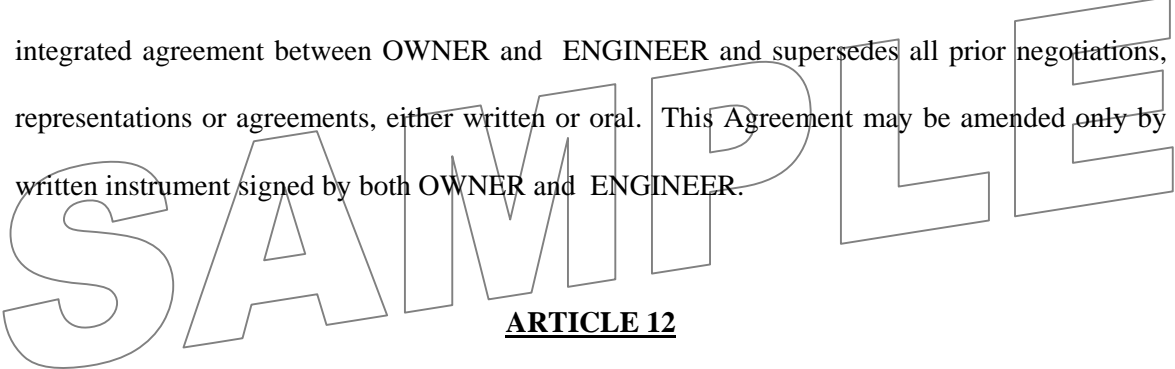
SUCCESSORS AND ASSIGNS

(1) OWNER and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to other parties to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer any interest in this Agreement without written consent of other.

ARTICLE 11

EXTENT OF AGREEMENT

(1) This Agreement, including Schedules A and B attached hereto, represents entire integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.



ARTICLE 12

GOVERNING LAW

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

ARTICLE 13

ENGINEER'S LIABILITY INSURANCE

(1) ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ENGINEER furnishing services required to be provided under this

Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, ENGINEER shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If ENGINEER'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ENGINEER shall maintain coverage for duration of this Agreement and for six years following completion of this Agreement, and ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ENGINEER shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ENGINEER and shall cooperate with ENGINEER'S attorneys in defense of action, suit or other proceeding. ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

(3) ENGINEER'S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of ENGINEER'S professional insurance shall be filed with OWNER prior to commencement of the Project. ENGINEER agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ENGINEER under law or this Agreement.

(4) In case of any sublet of work under this Agreement, ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ENGINEER.

(5) Parties do hereby expressly agree that OWNER, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER'S Risk Manager taking into account nature of the Project and other factors relevant to OWNER'S exposure, if any, under this Agreement.

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

ARTICLE 15

NONDISCRIMINATION

(1) ENGINEER will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. ENGINEER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein 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 extent allowable in state or federal law.

(2) ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment and ENGINEER shall include statement to effect that ENGINEER is "Equal Opportunity Employer".

(3) ENGINEER will send to each labor union or representative of workers with which ENGINEER has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER'S Affirmative Action Officer, advising labor union or workers' representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER'S Affirmative Action

Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16

CIVIL RIGHTS COMPLIANCE

(1) If ENGINEER has twenty or more employees and receives \$20,000 in annual contracts with OWNER, ENGINEER shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. ENGINEER who has less than twenty employees, but who receives more than \$20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ENGINEER'S Plan is sufficient.

(2) ENGINEER agrees to comply with OWNER'S civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by OWNER, including examination of records and relevant files maintained by ENGINEER. ENGINEER agrees to furnish all information and reports required by OWNER as they relate to

affirmative action and non-discrimination. ENGINEER further agrees to cooperate with OWNER in developing, implementing, and monitoring corrective action plans that result from any reviews.

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

(4) ENGINEER shall provide copies of all announcements of new employment opportunities to OWNER'S Contract Compliance Officer when such announcements are issued.

(5) If ENGINEER is government entity having its own compliance plan, ENGINEER'S plan shall govern ENGINEER'S activities.

ARTICLE 17

DOMESTIC PARTNERSHIP BENEFITS

(1) ENGINEER agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. ENGINEER agrees to make available for OWNER'S inspection ENGINEER'S payroll records relating to employees providing services on or under this Agreement or sub-agreement. If any payroll records of ENGINEER contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Agreement; terminate, cancel or suspend Agreement in whole or in part; or, after due process

hearing, deny ENGINEER right to participate in proposing on future County agreements for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

ARTICLE 18

LIVING WAGE

(1) ENGINEER agrees to pay all workers employed by ENGINEER in performance of this Agreement, whether on a full-time or part-time basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances. ENGINEER agrees to make available for OWNER inspection ENGINEER'S payroll records relating to employees providing services on or under this Agreement or subcontract.

(2) If any payroll records of ENGINEER contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny ENGINEER right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

(3) ENGINEER agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) ENGINEER agrees to display OWNER'S current living wage poster in prominent place where it can be easily seen and read by persons employed by ENGINEER.

(5) ENGINEER shall ensure that any subcontractors comply with provisions of this Chapter 25.

(6) What follows are exemptions from requirements of Chapter 25:

- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When ENGINEER is school district, municipality, or other unit of government;

- (c) When employees are persons with disabilities working in employment programs and ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ENGINEER is paying wage higher than minimum wage;
- (d) When individual receives compensation for providing services to family member;
- (e) When employees are student interns;
- (f) When ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and
- (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 19
MISCELLANEOUS

(1) ENGINEER warrants that it has complied with all necessary requirements to do business in State of Wisconsin, that persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that name and address of ENGINEER’S registered agent is follows:

(2) ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ENGINEER’S legal status. For partnership, term “registered agent” shall mean general partner.

(3) This Agreement is intended to be agreement solely between 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 parties.

(4) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof. Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(5) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.

SAMPLE

IN WITNESS WHEREOF, OWNER and ENGINEER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

* * * * *

FOR ENGINEER:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

SAMPLE

* * * * *

FOR OWNER:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date

SUPPLEMENTARY CONDITIONS

A. QUALIFICATIONS & ELIGIBILITY REQUIREMENTS

To be considered for this project, the Consultant must meet or exceed the following criteria:

- A. Have more than one registered engineer as responsible member of the firm.
- B. Have been in business for a period of not less than five (5) years.
- C. Must have been responsible for the design and completion of at least three (3) concrete restoration projects of similar design scope and size of the Dane County Parking Ramp. The selection will be made on experience, cost, and current ability to plan and oversee construction of this concrete restoration project.
- D. 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.

B. GENERAL INFORMATION

The Dane County Parking Ramp is located on the southern most corner of the Outer Ring of the Capitol Square on South Fairchild Street between West Main and West Doty Streets in downtown Madison, Wisconsin. The first five stories were built in 1957 providing approximately 700 parking spaces for county employees and public users. In 1963 two more floors were added providing an additional 300 stalls mainly for public users.

Overhead clearance in the Dane County Parking Ramp is six feet and six inches (6' 6"). Over the last eight years, the ramp has received four phases of concrete restoration and updated cathodic protection.

C. PRICING

Pricing information should be submitted with this RFP as outlined below.

- I. It is anticipated that the work done within Phase I and Phase II of the scope of this RFP will be at a firm cost to include all related expenses.

Please provide pricing information below. These values are intended to be estimated costs only, and they can be discussed in further detail during the interview process and when the scope of services is finalized.

PHASE I & PHASE I SET FEE \$ _____

D. PROPOSAL SUBMISSION

Proposals should be submitted in the following order:

1. Cover Sheet
2. Signature Page
3. Qualifications
4. Fair Labor Practices Certification
5. Requested Services and Business Information
6. Work-plan
7. Methodology
8. Relevant Experience
9. Proposed Project Team With Resumes
10. References
11. Pricing Worksheet

E. EVALUATION CRITERIA

| | |
|-----------------------------------|-----|
| Personnel Assigned to the Project | 25 |
| Relative Experience | 25 |
| Presentation/Conclusion | 15 |
| Questions and Answers | 10 |
| References | 10 |
| Cost | 10 |
| Work Plan | 5 |
| <hr/> | |
| Total | 100 |

SCOPE OF WORK

PHASE I

1. STUDY

- a. Prepare a summary report and a study consisting of text, drawings, and other documents that illustrate the concrete restoration and miscellaneous work necessary to be completed on the Dane County Parking Ramp; and
- b. Provide the Owner with a preliminary construction cost estimate based on the concrete restoration work necessary to be completed as detailed in the Study.

PHASE II

1. DESIGN DEVELOPMENT

- a. Prepare drawings and other documents to fix and describe the size and character of the Project as to specifications, details, materials, components, and equipment and systems; and
- b. Submit revised construction cost estimate to Owner in accordance with Owner budget.

2. CONSTRUCTION DOCUMENTS

- a. Develop plans, details, and specifications for the concrete restoration project to be completed in the fall of 2009;
- b. Coordinate with Dane County Public Works to develop a scope of work that can be completed under the construction budget. This will be based on the study to be completed in June; and
- c. Submit construction related documents requiring approval of governmental authorities having jurisdiction over the project.

3. BIDDING OR NEGOTIATION

- a. Contact potential bidders, on behalf of the County, who are knowledgeable and experienced with concrete restoration construction, to solicit interest in this project; and
- b. Assist Owner in obtaining bids and preparing construction contracts.

4. CONSTRUCTION

- a. Site visits on an on-request basis with an average of three site visits per week. The site reviews will be to verify the quantity and quality of the work completed. Also, monitor the Contractor's use of the site and the submitted work schedule;
- b. Approve request for payment from the Contractor, respond to Contractor questions, and review product submittals, test reports, schedule submittals, and issue and clarification documents as needed.
- c. Work with the contractor to develop construction phasing such that the disturbance to the ongoing operation of the ramp is minimized during the restoration;

- d. Provide a final punch list and review all project closeout documents;
- e. Schedule a progress meeting with Contractor and Owner at least once every two weeks. Record minutes and copy Contractor and Owner on minutes.
- f. Modify existing drawings upon completion to include all changes. Provide these modified drawings and originals on a CD compatible with AutoCAD 2007 (or earlier version).
- g. Provide a final punch list and approve all project closeout documents.