



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. 313037
TENANT IMPROVEMENTS FOR ADMIN BUILDING
BADGER PRAIRIE HEALTHCARE CENTER
1200 E VERONA AVE
VERONA, WISCONSIN**

Due Date / Time: **TUESDAY, MARCH 19, 2013/ 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROB NEBEL, PROJECT MANAGER
TELEPHONE NO.: 608/575-0890
FAX NO.: 608/267-1533
E-MAIL: NEBEL@COUNTYOFDANE.COM



County Executive
Joseph T. Parisi

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

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

Commissioner / Director
Gerald J. Mandli

March 6, 2013

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 313037 to provide professional architectural & engineering design services for Tenant Improvements for Admin Building for the Badger Prairie Healthcare Center. The Proposals are due on or before **2:00 p.m., Tuesday, March 19, 2013**. No proposal bond or performance bond is required for this project.

DESCRIPTION

Dane County is accepting proposals for a redesign of the 1st floor of the Admin Building at the Badger Prairie Healthcare Center, which includes architectural design of approximately 12,000 square feet of office space and design of an approximately 4,800 square foot new metal storage building. The design will require radio equipment to be tied in to the existing Public Safety Communications radio network.

SPECIAL INSTRUCTIONS

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

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 313037
TENANT IMPROVEMENTS FOR ADMIN BUILDING
2:00 p.m., Tuesday, March 19, 2013"
4. Mail to:
Rob Nebel, Project Engineer
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 Rob Nebel at 608/575-0890 or send email to Nebel@countyofdane.com.

Sincerely,
Rob Nebel
Project Engineer

Encl.: Request for Proposals No. 313037 Package

DOCUMENT INDEX FOR RFP NO. 313037

PROPOSAL REQUIREMENTS

RFP Cover

RFP Cover Letter

Documents Index

Invitation to Propose (Legal Notice)

Signature Page and Additional Dane County Requirements

Fair Labor Practices Certification

Requested Services and Business Information

Sample Agreement for Professional Services

Sample Agreement for Professional Services Schedules

Equal Benefits Compliance Payment Certification

Space Study – Completed by Dorschner Associates

Building Floor Plan

LEGAL NOTICE

INVITATION TO PROPOSE

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

2:00 P.M., TUESDAY, MARCH 19, 2013

REQUEST FOR PROPOSAL NO. 313037

TENANT IMPROVEMENTS FOR ADMIN BUILDING

BADGER PRAIRIE HEALTHCARE CENTER

1200 E VERONA AVE

VERONA, WISCONSIN

Dane County is inviting Proposals for professional architectural and engineering design services. This project involves the redesign of approximately 12,000 square feet of office space at the Admin Building at Badger Prairie Health Care Center. The redesign of the facility will accommodate the Dane County Emergency Operations Center.

Request for Proposals package may be obtained after **2:00 p.m. on Tuesday, March 5, 2013** 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/logon.aspx. Please call Rob Nebel, Project Manager, at 608/267-0119, for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Agreement. Complete Vendor Registration Form at www.danepurchasing.com/registration or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at www.countyofdane.com/pwht/BVC_Application.aspx or obtain one by calling 608/266-4018.

Proposers facility tour will be held on Tuesday March 12, 2013 at 10:00 am at the Badger Prairie Healthcare Center Admin Building. Proposers are encouraged but not required to attend this tour in order to propose on the Work.

PUBLISH: MARCH 8 AND MARCH 14, 2013 - WISCONSIN STATE JOURNAL
MARCH 8 AND MARCH 14, 2013 - THE DAILY REPORTER



SIGNATURE PAGE

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

COMMODITY / SERVICE: Professional Design Services			
REQUEST FOR PROPOSAL NO.: 313037	PROPOSAL DUE DATE: 3/19/13	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: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

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

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

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

EQUAL BENEFITS REQUIREMENT

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

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 architectural and engineering (A/E) design services for the Tenant Improvements for Admin Building at the Badger Prairie Healthcare Center. The design will require radio equipment to be tied in with the existing Public Safety Communications radio network. This project involves two phases:

1. the redesign of approximately 12,000 square feet of office space and;
2. the design of an approximately 4,800 square foot new metal storage building.

B. Services that will be included in a Professional Services Agreement are as follows:

1. Schematic Design documents:
 - a. Implementation of Facility Study results into preliminary drawings for Dane County review, input and modifications; and
 - b. Refined cost estimates.
2. Design Development documents:
 - a. Working design drawings and specifications for Dane County review, input and modifications;
 - b. Design to include all building architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, security and utility services; and
 - c. Design Development level cost estimates.
3. Construction Documents:
 - a. Final design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, security and utility services;
 - b. Detailed cost estimates; and
 - c. Final Construction Documents: all drawings and specifications to be stamped by professional architect and/or engineer and State approved
4. Bidding Process:
 - a. Represent Dane County throughout process;
 - b. Modify project design as required by Dane County Agreement; and
 - c. Provide details for any addenda, change orders or construction bulletins.
5. Construction:
 - a. Coordinate project with Dane County Public Works Project Engineer;
 - b. Construction inspection (two inspections/week – minimum) and construction meetings (two meetings/month) including construction meeting minutes;
 - c. Approving material submittals; and
 - d. Processing construction documents such as construction bulletins, pay requests, change orders and shop drawings.

C. Interested consultants are requested to submit the following information in their Proposal, in 8 distinct sections or divisions:

1. Description of firm's qualifications, related experience, organization and resources.
2. Brief list (min. of 3, max. of 5) 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 public facilities as is being proposed.

3. Description of planning and design techniques to be used in approaching the project.
4. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer / architect will be interviewed if firm is short-listed.
5. Listing of other consultants who may participate in this Work and their area of expertise.
6. Indicate availability and tentative timetable for the Work, final design and construction phases.
7. Two (2) fees for services:
 - a. stated as percentage of total construction cost for redesign of approximately 12,000 square feet of office space; and
 - b. stated fixed fee for design of approximately 4,800 square foot new metal storage building.
8. State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.

D. Proposing consultants will be evaluated on this criteria:

Project Personnel	20 %
Interview Q & A	20 %
Relative Experience	20 %
Past Project References	10 %
Work Plan	10 %
Strength / Capabilities	10 %
Pricing / Cost Proposal	<u>10 %</u>
Total	100%

E. A proposing company facility tour will be held on Tuesday March 12, 2013 at 10:00 a.m. at the site. This tour will go until approximately 11:30 a.m. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.

F. 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 asbestos abatement.

G. 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>
March 5, 2013	RFP issued
March 12, 2013 - 10:00 a.m.	Facility tour
March 13, 2013 - 2:00 p.m.	Written inquiries due
March 15, 2013	Addendum (if necessary)
March 19, 2013 - 2:00 p.m.	Proposals due
March 25, 2013 (estimated)	Oral presentations / interviews

March 29, 2013 (estimated) Notification of intent to award sent out
April 22, 2013 (estimated) Contract start date

H. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.

I. Information regarding this project may be obtained from Rob Nebel - Public Works Project Engineer, 608/575-0890, Nebel@countyofdane.com.

J. 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.

K. All Proposals must be submitted by 2:00 p.m., Tuesday, March 19, 2013.

L. Dane County reserves the right to accept or reject any Proposal submitted.

M. 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, a timetable and the basis of their fee schedule.

N. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal due date.

O. Dane County is an Equal Opportunity Employer.

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING
SERVICES FOR THE DANE COUNTY TENANT IMPROVEMENTS FOR ADMIN
BUILDING AT BADGER PRAIRIE HEALTHCARE CENTER IN VERONA,
WISCONSIN**

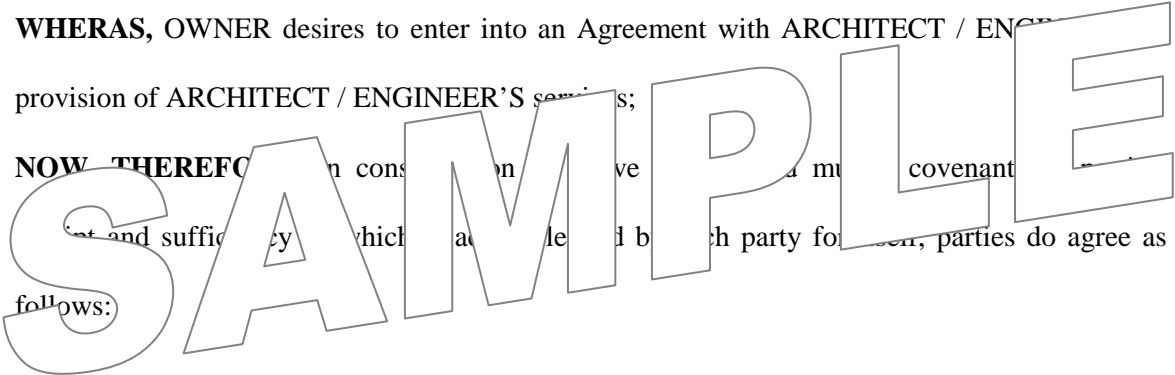
RFP NO. 313037

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 _____ (hereafter, “ARCHITECT / ENGINEER”).

WHEREAS, OWNER intends to construct Tenant Improvements for Admin Building at Badger Prairie Healthcare Center in Verona; and

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

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and sufficient to induce each party to execute this Agreement, the parties do agree as follows:



ARTICLE 1

ARCHITECT / ENGINEER’S SERVICES

BASIC SERVICES

(1) ARCHITECT / ENGINEER’S Basic Services with respect to design and construction of Dane County Tenant Improvements for Admin Building at Badger Prairie Healthcare Center (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, architectural and engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A and C.

SCHEMATIC DESIGN PHASE

(6) ARCHITECT / 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.

(7) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER 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 OWNER for written Approval.

(8) ARCHITECT / ENGINEER shall submit to OWNER construction cost estimates based on information provided by OWNER and approved Schematic Design Documents.

DESIGN DEVELOPMENT PHASE

(9) Based on approved Schematic Design Documents, ARCHITECT / ENGINEER shall prepare Design Development Documents consisting of drawings and other documents to describe size, character, location, and specifications, details, components, equipment and site utility, structural, mechanical, electrical, plumbing, security, telecommunications, well and waste treatment systems. Design Development Documents shall be submitted to OWNER for written Approval.

(10) ARCHITECT / ENGINEER shall submit to OWNER revised construction cost estimate.

CONSTRUCTION DOCUMENTS PHASE

(11) Based on approved Design Development Documents, ARCHITECT / 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.

(12) ARCHITECT / 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.

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

BIDDING OR NEGOTIATION PHASE

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

(15) ARCHITECT / ENGINEER shall administer award of Construction Contract and shall terminate the Contract if OWNER accepts the Project.

(16) ARCHITECT / 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.

(17) ARCHITECT / 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 ARCHITECT / ENGINEER. ARCHITECT / ENGINEER shall have authority to act on behalf of OWNER to extent provided in this Agreement unless otherwise modified in writing.

(18) ARCHITECT / ENGINEER shall at all times have access to the Project and work thereon. Give consideration and attention to facility [staff's, residents', contractors'] needs and surrounding environment and work accordingly. Coordinate concerns or questions about

facility [staff's, residents', contractors'] needs and surrounding environment with Facility Manager or Public Works Project Engineer.

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

(20) Based on site observations and on Contractor's Application & Certificate for Payment, ARCHITECT / ENGINEER shall determine amount owed to Contractor and shall certify such amounts. Certifying of Application & Certificate for Payment shall constitute representation by ARCHITECT / ENGINEER to OWNER, based on ARCHITECT / ENGINEER'S site observations and data comprising Application & Certificate for Payment, that work has progressed to point indicated; that to ARCHITECT / ENGINEER'S best knowledge, information and belief, quality of work is in accordance with Construction Documents, subject to the fact that any work may be subject to minor deviations from 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, ARCHITECT / ENGINEER shall not be deemed to represent that ARCHITECT / ENGINEER has made any examination to ascertain how and for what purpose Contractor has used money paid on account of contract sum.

(21) ARCHITECT / 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. ARCHITECT / ENGINEER'S decisions in matters relating to artistic effect shall be final if consistent with intent of Construction Documents.

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

(23) ARCHITECT / 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.

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

(25) ARCHITECT / ENGINEER shall, in consultation with OWNER, determine the process for the Architect's Substantive Completion Inspection and Certificate for Completion. They shall review and approve the Contractor's Application for Payment, for OWNER'S permanent record, and submit the Architect's Final Application & Certificate for Payment.

(26) ARCHITECT / 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.

(27) ARCHITECT / 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.

(28) ARCHITECT / 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.

(29) ARCHITECT / 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.

(30) ARCHITECT / 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.

(31) ARCHITECT / ENGINEER shall provide usual and customary services of architectural and 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 automatic guard equipment for the project. OWNER shall designate a representative to act in connection with the project. OWNER shall examine documents submitted by ARCHITECT / ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ARCHITECT / ENGINEER'S services.

(3) OWNER shall furnish certified land survey of site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of site.

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

(5) 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 ARCHITECT / ENGINEER and ARCHITECT / ENGINEER shall take prompt action to correct such fault or defects.

- (6) OWNER shall expeditiously furnish information required hereunder:
 - (b) Space Study by Dorschner Associates; and
 - (c) 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 to be used as basis for determining ARCHITECT / ENGINEER'S compensation under this Agreement.

(3) Actual or probable construction cost does not include completion of ARCHITECT / ENGINEER and ARCHITECT / ENGINEER'S compensation of the project, rights- of-way, other responsibilities on property OWNER.

construction cost estimates prepared by ARCHITECT / ENGINEER represent ARCHITECT / ENGINEER'S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ARCHITECT / 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, ARCHITECT / ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ARCHITECT / ENGINEER.

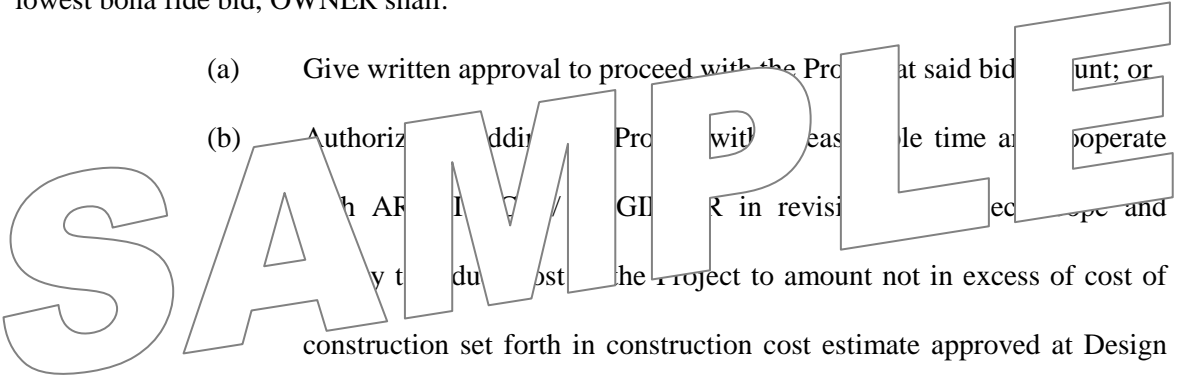
(5) There shall be bidding contingency in amount equal to ten percent (10%) of cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase, including any adjustments approved at Construction Documents Phase.

(6) If Bidding or Negotiating Phase has not commenced within six months after ARCHITECT / 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 Design Development 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 addition of Project with least possible time and expense



with the ARCHITECT / ENGINEER in revising the 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), ARCHITECT / 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 ARCHITECT / ENGINEER'S responsibilities in this regard and, having done so, ARCHITECT / ENGINEER shall be entitled to compensation set forth in this Agreement.

ARTICLE 4

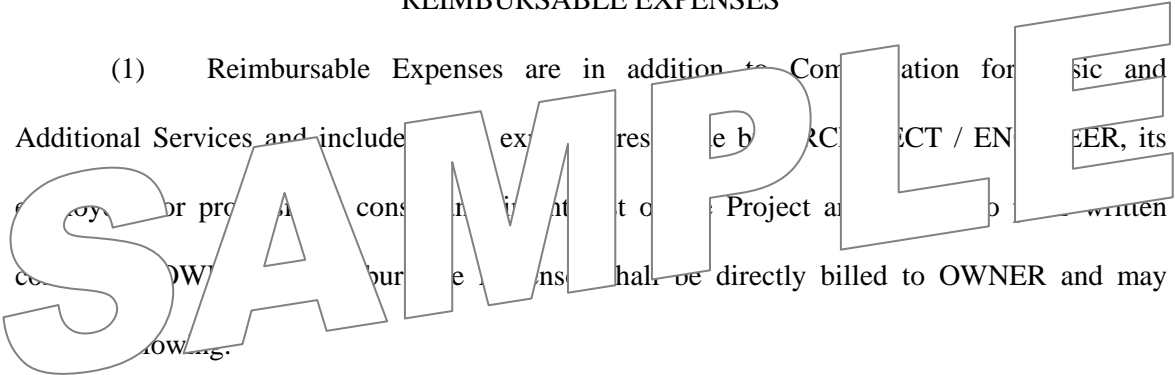
DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ARCHITECT / 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 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 and Additional Services and include expenses incurred by ARCHITECT / ENGINEER, its employees or professional consultants in connection with the Project and written consent of OWNER. Expenses shall be directly billed to OWNER and may .



- (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 ARCHITECT / ENGINEER

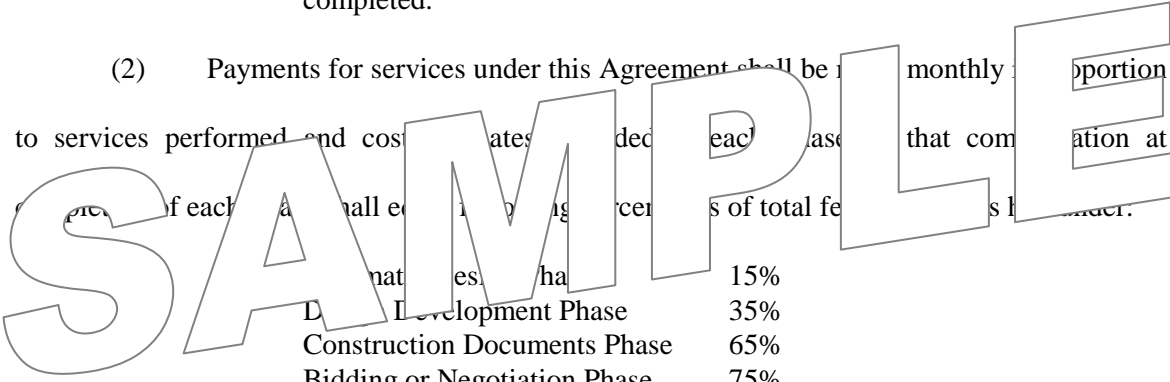
(1) Fee for services to be provided under Design of Metal Storage Building Phase of this Agreement is fixed at [\$XXXXXX.00].

Design Development Phase	35%
Construction Documents Phase	75%
Construction Phase	100%

(2) Fee for services for Redesign of Office Space Phase to be provided under this Agreement is fixed at [X.X%] of total construction cost.

- (a) Initial payments will be made based on cost estimates developed for the Project's current Phase; and
- (b) Final payments will be made based on actual total construction cost plus / minus all OWNER initiated change orders.
- (c) If Owner reduces scope after ARCHITECT / ENGINEER has completed services, fees will be reduced for future services, not for services already completed.

(2) Payments for services under this Agreement shall be made monthly in proportion to services performed and cost estimates decided each phase that completion at the end of each phase shall equal 100 percent of total fee to be paid by OWNER.



Design Development Phase	15%
Design Development Phase	35%
Construction Documents Phase	65%
Bidding or Negotiation Phase	75%
Construction Phase	100%

(3) Payments for additional services of ARCHITECT / ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.

(4) No deductions shall be made from ARCHITECT / ENGINEER'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

(5) Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.

ARTICLE 7

ARCHITECT / 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 through no fault of ARCHITECT / ENGINEER, ARCHITECT / ENGINEER shall be responsible for reimbursement of reimbursable expenses. The following shall constitute grounds for immediate termination:

- (a) Violation by ARCHITECT / ENGINEER of any State, Federal or local law, or failure by ARCHITECT / ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;
- (b) Failure by ARCHITECT / ENGINEER to carry applicable licenses or certifications as required by law;
- (c) Failure of ARCHITECT / ENGINEER to comply with reporting requirements contained herein; or
- (d) Inability of ARCHITECT / 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.

(5) Completion of Study Phase services does not obligate OWNER to proceed with ARCHITECT / ENGINEER to later project phases. OWNER may terminate this Agreement at completion of Study Phase services.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

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

(a) Draft Study:

1. Electronic copy in Word 2000 (or earlier version);
2. Electronic copy of other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Study; and
3. Electronic copy in Adobe Acrobat 8.0 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather creating scan of printouts).

(b) Final Study:

1. Original unbound copy in reproducible 8½ x 11 and / or 11 x 17 prints;
2. [Required number (#)] bound copies in 8½ x 11 and / or 11 x 17 format;
3. Electronic copy in Word 2000 (or earlier version);
4. Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Study; and
5. Electronic copy in Adobe Acrobat 8.0 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather creating scan of printouts).

(2) Drawings and Specifications shall remain property of ARCHITECT / ENGINEER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

(a) Schematic Design Phase Documents:

1. Four (4) bound copies; and
2. Electronic version of all documents.

(b) Design Development Phase Documents:

1. Four, required number (4) bound copies of drawings (full size-typical of all submissions) & specifications (in 8½ x 11 format-typical of all submissions); and
2. Electronic version of all documents:
 - a. Drawings in Adobe Acrobat 8.0 (or earlier version; PDFs); and
 - b. Specifications in Word 2000 (or earlier version)

(c) [60% Construction Documents:

1. Four, required number (4) bound copies of drawings & specifications; and
2. Electronic version of all documents:
 - a. Drawings in Adobe Acrobat 8.0 (or earlier version; PDFs); and
 - b. Specifications in Word 2000 (or earlier version).

(d) [95% Construction Documents:

1. Four, required number (4) bound copies of drawings & specifications; and
2. Electronic version of all documents:
 - a. Drawings in Adobe Acrobat 8.0 (or earlier version; PDFs); and
 - b. Project Manual in Word 2000 (or earlier version).

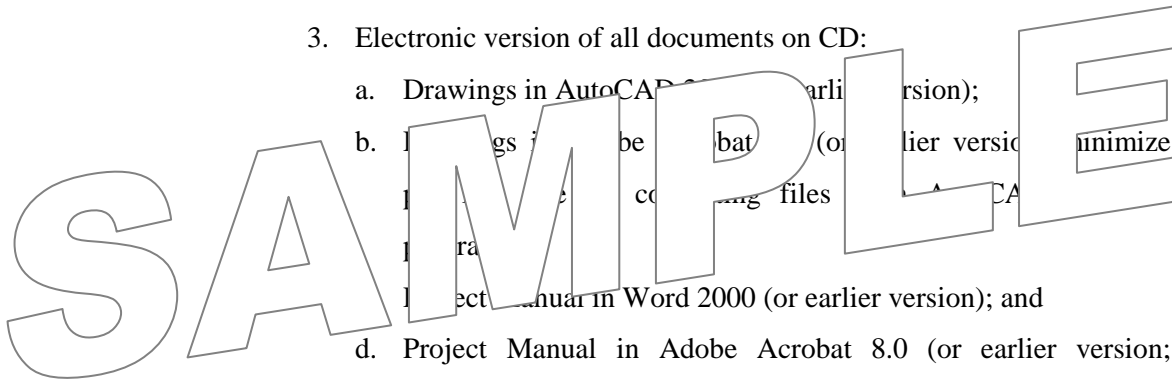
(e) Final Construction Documents:

1. Original unbound copy of Drawings and Project Manual in reproducible format;
2. Four, required number (4) bound copies of Drawings and Project Manual;
3. One (1) bound copy of Drawings and Project Manual to be submitted by ARCHITECT / ENGINEER to State of Wisconsin for stamped approval; and

4. Electronic version of all documents on CD:
 - a. Drawings in AutoCAD 2007 (or earlier version);
 - b. Drawings in Adobe Acrobat 8.0 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
 - c. Project Manual in Word 2000 (or earlier version); and
 - d. Project Manual in Adobe Acrobat 8.0 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

(f) Record Documents:

1. Original unbound copy of Drawings and Project Manual in reproducible format;
2. Four, required number (4) bound copies of Drawings and Project Manual; and
3. Electronic version of all documents on CD:
 - a. Drawings in AutoCAD 2007 (or earlier version);
 - b. Drawings in Adobe Acrobat 8.0 (or earlier version; minimize pdf file size by converting files from AutoCAD or other programs);
 - c. Project Manual in Word 2000 (or earlier version); and
 - d. Project Manual in Adobe Acrobat 8.0 (or earlier version; minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).



ARTICLE 10

SUCCESSORS AND ASSIGNS

(1) OWNER and ARCHITECT / 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 ARCHITECT / 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, B and C attached hereto, represents entire integrated agreement between OWNER and ARCHITECT / 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 ARCHITECT / ENGINEER.

ARTICLE 12

GOVERNING LAW

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

SAMPLE

ARCHITECT / 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 ARCHITECT / 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 ARCHITECT / ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

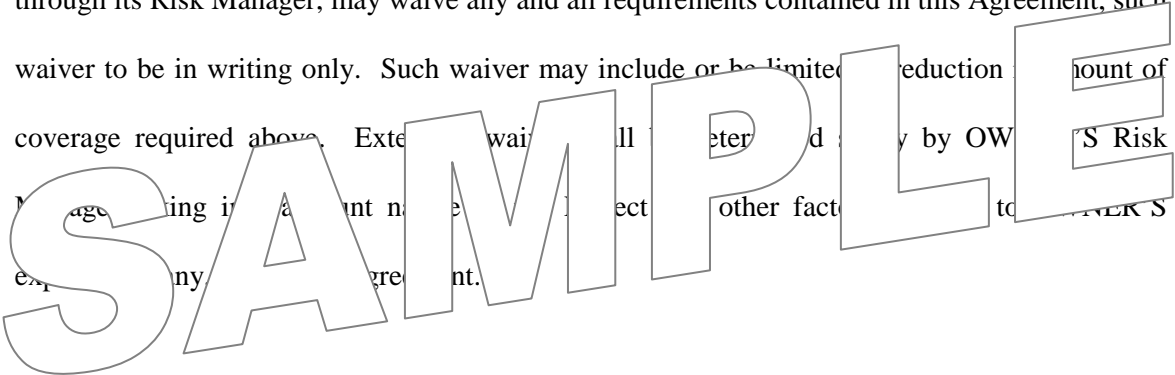
(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ARCHITECT / ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance 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, ARCHITECT / ENGINEER shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If ARCHITECT / ENGINEER'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to and coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made basis. ARCHITECT / ENGINEER shall maintain such coverage for a period of two (2) years following completion of this Agreement, and ARCHITECT / ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ARCHITECT / 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 ARCHITECT / ENGINEER and shall cooperate with ARCHITECT / ENGINEER'S attorneys in defense of action, suit or other proceeding. ARCHITECT / ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

(3) ARCHITECT / 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 ARCHITECT / ENGINEER'S professional insurance

shall be filed with OWNER prior to commencement of the Project. ARCHITECT / 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 ARCHITECT / ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ARCHITECT / ENGINEER under law or this Agreement.

(4) In case of any sublet of work under this Agreement, ARCHITECT / ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ARCHITECT / 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. Extension of waiver shall be determined by OWNER'S Risk Manager. Waiver shall not constitute an admission of liability or other fact to which OWNER'S consent is required 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 ARCHITECT / 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) ARCHITECT / 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. ARCHITECT / 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 for nondiscrimination and except as otherwise provided by or on behalf of ARCHITECT / ENGINEER, in all solicitations or advertisements for employment, shall be deemed to include a statement that ARCHITECT / ENGINEER is an Equal Opportunity Employer.

(3) ARCHITECT / ENGINEER will send to each labor union or representative of workers with which ARCHITECT / 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) ARCHITECT / 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 ARCHITECT / ENGINEER has twenty or more employees and receives \$20,000 in annual contracts with OWNER, ARCHITECT / 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) 1990. ARCHITECT / ENGINEER shall also file Affirmative Action Plan (AA) with OWNER in accordance with the provisions of the Equal Employment Opportunity Commission's (EEOC) Guidelines for the Development of Corporate Affirmative Action Programs. ARCHITECT / ENGINEER shall submit a copy of its AA Plan to OWNER with its CRC/AA Plan. CRC/AA Plan shall 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. ARCHITECT / 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 ARCHITECT / 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 ARCHITECT / ENGINEER'S Plan is sufficient.

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

(3) ARCHITECT / ENGINEER shall post Equal Opportunity Policy, name of ARCHITECT / 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. ARCHITECT / ENGINEER shall supply to OWNER'S compliance officer upon request a copy of all records maintained to demonstrate compliance with the contract. These documents shall include names of involved parties, dates of complaints, and description of any attempts made to achieve complaint resolution.

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

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

ARTICLE 17

DOMESTIC PARTNERSHIP BENEFITS

(1) ARCHITECT / 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. ARCHITECT / ENGINEER agrees to make available for OWNER'S inspection ARCHITECT / ENGINEER'S payroll records relating to employees providing services on or under this Agreement or sub-agreement. If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / 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 ARCHITECT / ENGINEER right to participate in proposing on future County agreements for period of one year after first violation is and per of years after second or subsequent violation is found.

SAMPLE

ARTICLE 18

LIVING WAGE

(1) ARCHITECT / ENGINEER agrees to pay all workers employed by ARCHITECT / 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. ARCHITECT / ENGINEER agrees to make available for OWNER inspection ARCHITECT / ENGINEER'S payroll records relating to employees providing services on or under this Agreement or subcontract.

(2) If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / 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 ARCHITECT / 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) ARCHITECT / ENGINEER agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) ARCHITECT / 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 ARCHITECT / ENGINEER.

(5) ARCHITECT / 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 Minimum Compensation Agreement is in effect, the minimum wage is less than \$5,000;

(b) When ARCHITECT / ENGINEER is school district, county, or municipality, or

(c) When employees are persons with disabilities working in employment programs and ARCHITECT / 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 ARCHITECT / 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 ARCHITECT / ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and

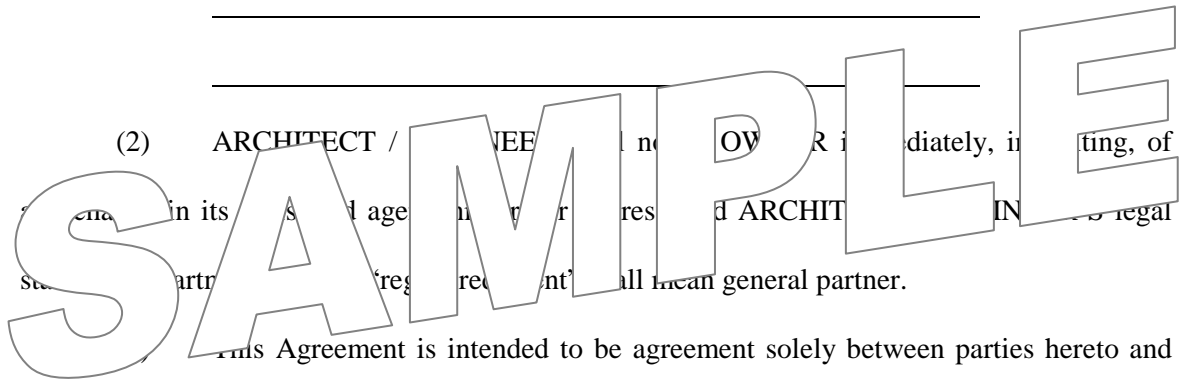
- (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 19

MISCELLANEOUS

(1) ARCHITECT / 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 ARCHITECT / ENGINEER’S registered agent is follows:

(2) ARCHITECT / ENGINEER shall immediately, in writing, of its name and address of ARCHITECT / ENGINEER’S registered agent, if any, to the State of Wisconsin Secretary of State, if the ARCHITECT / ENGINEER is a corporation, partnership, or limited liability company, or if the ARCHITECT / ENGINEER is an individual, shall be a general partner. 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.

IN WITNESS WHEREOF, OWNER and ARCHITECT / 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 ARCHITECT / ENGINEER:

Signature

Date

Printed or Typed Name and Title

SAMPLE

* * * * *

FOR OWNER:

Joseph T. Parisi, County Executive

Date

Karen Peters, County Clerk

Date

**SCHEDULES FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING
SERVICES FOR THE DANE COUNTY TENANT IMPROVEMENTS FOR ADMIN
BUILDING AT BADGER PRAIRIE HEALTHCARE CENTER IN VERONA,
WISCONSIN**

RFP NO. 313037

SCHEDULE “A”

A. Architect / Engineer’s (A/E’s) Scope of Services Summary:

1. Schematic design.
2. Design development.
3. Detailed cost estimates.
4. Preparation of final design for Owner review, input, and changes.
5. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well and waste treatment systems). All drawings and specifications to be State approved and stamped.
6. Construction inspection and administration of at least two visits/week and construction meetings (two/month) including construction meeting minutes. At certain phases of the Project, daily visits may be required, but in no case, less than two visits per week. At least one visit per week shall be by an experienced construction manager to verify that proper testing is being done and proper materials are used. All testing shall be done in accordance with specifications.
7. Processing of construction permits, including but not limited to, change orders and submittals.
8. Review and approval of drawings.
9. Provide materials and submit to the County Public Works Project Engineer.
10. Provide design, locating, bidding and construction management of site utilities, well, private onsite waste treatment system, L.P. gas tanks and lines, electrical transformers and lines, telephone pedestals and lines and other services as may be needed.
11. Obtain all necessary registrations, licenses, permits, certificates of inspection reports, or other clearances requirements from any governmental or organizational agency, in order to enable full performance of terms of this Agreement.
12. All testing, borings, major copying, reproductions and postage are to be done by third parties and paid directly by Dane County. A/E is to administer and advise on all these issues and obtain best value for Dane County.

SCHEDULE “B”

- A. Payment for Design of Metal Storage Building Phase of these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is [\$XXX.00]. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.
- B. Payment for Redesign of Office Space Phase of these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is [X.X%] of total construction cost. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.

- C. Invoices shall be submitted to: Rob Nebel, Dane County Department of Public Works,
Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

SCHEDULE “C”

- A. This Agreement covers following expanded services:
1. Dane County will advertise and accept bids for construction phase.
 2. Single prime General Contractor will bid project construction phase.
 3. Progress meetings are to be held twice monthly at a minimum.
 4. Architect / Engineer is to oversee the Project, not only as Architect / Engineer, but also as a Construction Manager.
 5. Dane County Public Works Project Engineer shall approve payments and receive all Architect / Engineer approved submittals.

SAMPLE

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

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

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

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

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

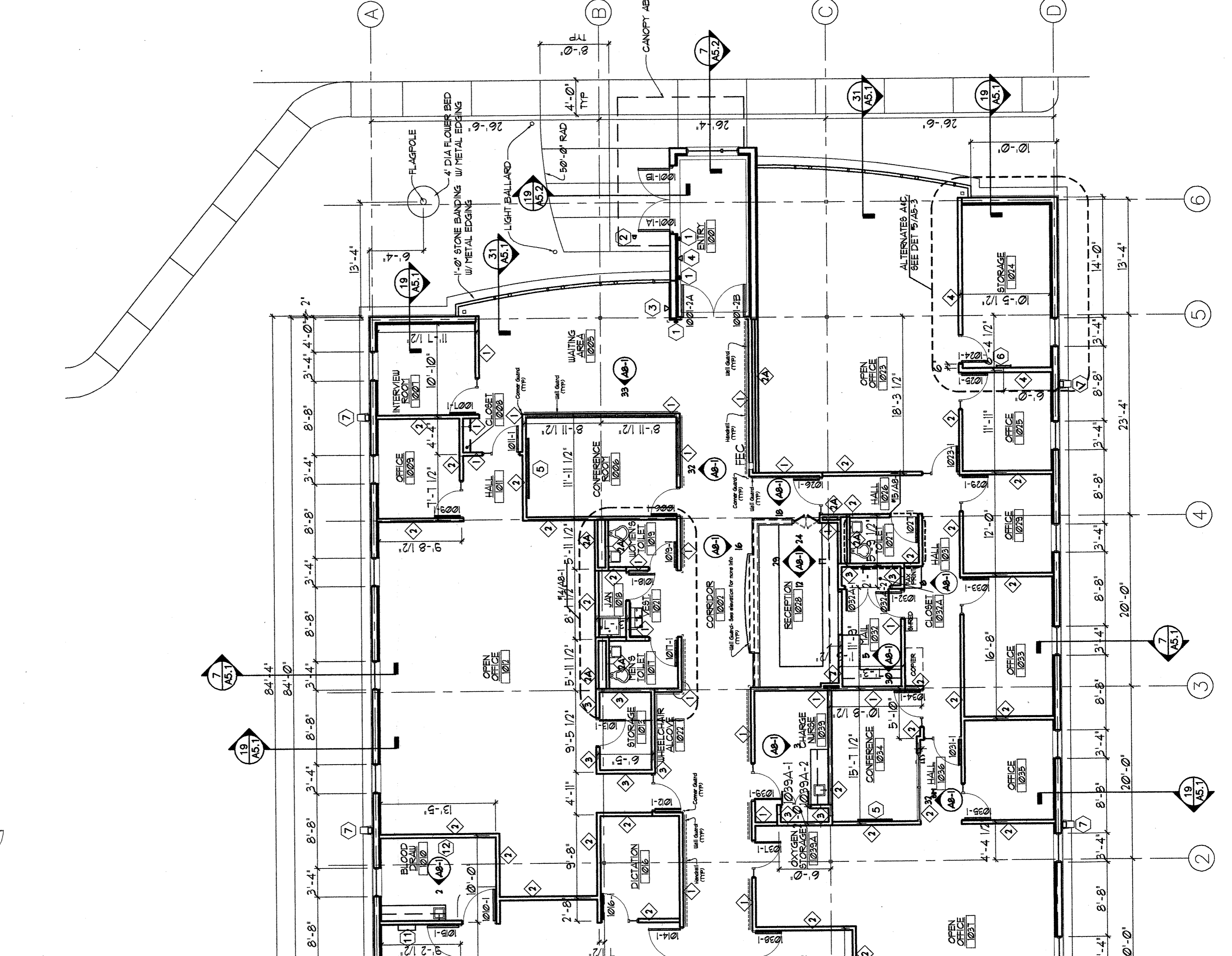
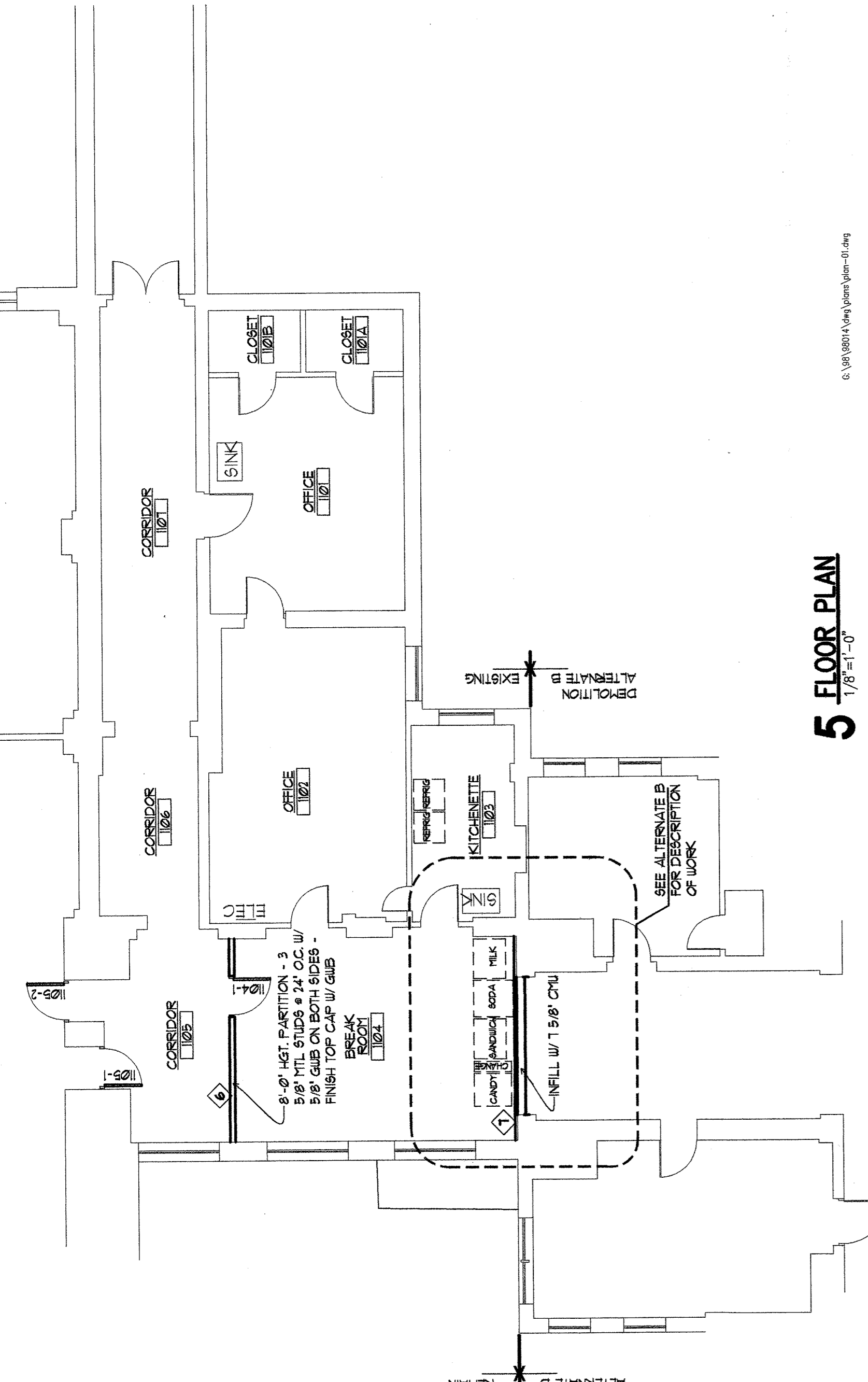
Signed _____

Date _____

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

**Dane County Department of Administration Space Study Badger Prairie Administration Building
Space And Square Footage Requirements**

2.0 Information Management				
<i>Line #</i>	<i>Description of Area or Room Type</i>	<i>Quantity</i>	<i>SF per Staff or Need</i>	<i>Assignable SF</i>
2.1	Disaster Recovery Computer Room	1	900	900
2.2	Information Management Sub Total	1		900
3.0 911 Backup Communications Center				
3.1	Operations Room (10 Training Work stations)	1	2500	2500
3.2	Kitchen	1	300	300
3.3	Technical Equipment Storage	1	300	300
3.4	Night Rooms	2	125	250
3.5	Conference Room (Seating 8)	1	200	200
3.6	Office (Director/Manager)	3	130	390
3.7	Shared Office (3 Tech Managers)	1	300	300
3.8	911 Sub Total	10		4,240
4.0 Emergency Management				
4.1	Director's Office	1	225	225
4.2	FTE Offices	7	135	945
4.3	Project Position Offices	2	135	270
4.4	Storage (Supplies & Radio Equipment)	1	350	350
4.5	Communications Room	1	250	250
4.6	Copy/Fax/Work		150	150
4.7	EOC/Conference Room (Seating 12 Normal Operations)	1	1125	1125
4.8	Emergency Management Sub Total	13		3,315
4.9	Sub Total	47		8,455
4.10	Circulation Factor x (1.25)			2,114
4.11	Generator Room	1	100	100
4.12	Diesel Fuel Storage Area	1	324	324
4.13	Backup AC Unit	1	324	324
4.14	Radio Tower Controls	1	100	100
4.15	Garage (3 Stalls 25'X10')	1	750	750
5.0	Total	52		12,167



- GENERAL REQUIREMENTS**
- Refer to Division 05 (Mechanical) Specifications and the Project Manual for complete information.
 - Remove all existing materials, including but not limited to, walls, ceiling, floor, and equipment, and dispose of them in accordance with local, state, and federal regulations. All materials to be removed shall be clearly marked with red paint.
 - Include all permit costs as required for their trades in their proposals.
 - Visit the site and verify existing conditions prior to bidding.
 - Verify all conditions in the field. Take all field measurements necessary to coordinate. Field verify and coordinate all dimensions. Do not locate through.
 - Bring any discrepancies, errors or omissions to the Architect's attention in writing immediately after discovery. The Contractor shall be responsible for the cost of any rework required.
 - Check all work to all applicable codes and governing authorities and shall be of the best practice of each trade.
 - Coordinate all details with the existing building structure and other building and site components, structural and non-structural. All work shall comply with applicable codes and regulations.
 - Repair or rework required, at no cost to the Owner, all existing work damaged or removed, including but not limited to, drywall, framing, and floor. The Contractor shall be responsible for the cost of any rework required.
 - Remove all openings in the roof structure, ceiling, piping, etc. and the walls except when enclosed completely by the relative shaft, connection with approved sealing material to maintain this rating continuity.
 - Furnish and install supplementary framing, blocking, bracing, and other work necessary to maintain the structural integrity of the building during construction. Coordinate with trades requiring the same.
 - Note: All concealed wood blocking and all plywood, sheathing or other materials shall be removed and disposed of on site. All steel framing shall be fireproofed in accordance with the design and specifications for the building. Coordinate with the steel erector and process used for insuring that the exterior is fireproofed.
 - Patch and make finish ready all existing surfaces as shown on the drawings. All patching shall be limited to walls, ceiling and floors where existing materials are removed. All patching shall be finished to match the existing conditions. No allowances for including this as part of the base bid will be given.
 - Coordinate location and requirements of the equipment with the Owner and supplier to insure proper installation and location. Coordinate with the following trades: electrical, plumbing, mechanical, refrigeration, vending machines, medical gases, etc.
 - Fix the actual means of the obstructions required for removal. Provide materials, templates, etc. or other necessary information causing delay, or expense to another party.

- DEMOLITION REQUIREMENTS**
- Refer to Section 02040 (Iron) Demolition for Remodeling in the Project Manual for additional information.
 - See specific notes on demolition plan for special conditions.
 - Remove all walls, doors, etc. as shown on the drawings. Remove base materials on walls and doors to be removed. Remove base materials by the demolition of adjoining walls.
 - Remove all concrete and masonry bases and or concrete block to below present floor level to allow for patching.
 - Provide 2 x 4 framed 6-11 polystyrene and gyp-wall barriers at corridors to act as dust barriers during demolition. All dust barriers shall be removed after the work has been removed and floors swept. The dust barriers shall be removed and disposed of on site.
 - Remove and dispose of all materials, including but not limited to, drywall, framing, and floor. The Contractor shall be responsible for the cost of any rework required.
 - Remove existing finishes as required by the finish schedule. This includes but is not limited to carpet, vinyl floor tile, acoustical ceiling, tile and supports, etc.

- 33 DEMOLITION KEYPLAN**
- NIS
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