



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. 312024
ARCHITECTURAL AND DESIGN SERVICES FOR DANE COUNTY
PARKS TIMBER SHELTERS

MULTIPLE COUNTY PARKS
5201 FEN OAK DRIVE #208
MADISON, WISCONSIN 53718

Due Date / Time: **TUESDAY, MARCH 12, 2013 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROB NEBEL, ASSISTANT PUBLIC WORKS DIRECTOR
TELEPHONE NO.: 608/575-0890
FAX NO.: 608/267-1533
E-MAIL: NEBEL@COUNTYOF.DANE.COM



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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

Commissioner / Director
Gerald J. Mandli

Friday, February 22, 2013

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 312024 to provide professional architectural design services for the Timber Shelters for the Dane County Parks Department. The Proposals are due on or before **2:00 PM, Tuesday, March 12, 2013**. No proposal bond or performance bond is required for this project.

PROJECT OUTLINE

The Dane County Parks Division is seeking proposals from qualified design professionals to provide design services, plans, specifications and raw wood building material lists for 3 sizes of timber frame park shelters. Shelter sizes would range approximately from small (~25' x 35'), medium (~35' x 49'), and Large (~40' x 60'). Plans and specifications must meet all applicable State building codes.

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. 312024
Architectural and Design Services for Park Shelters
2:00 PM, Tuesday, March 12, 2013"
4. Mail to:
Rob Nebel, Assistant Public Works Director
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 608/267-0119 or send email to Nebel@countyofdane.com.

Sincerely,
Rob Nebel
Assistant Public Works Director

Encl.: Request for Proposals No. 312024 Package

DOCUMENT INDEX FOR RFP NO. 312024

PROPOSAL REQUIREMENTS

RFP Cover Page
RFP Cover Letter
Documents Index and Dane County Vendor Registration Program
Invitation to Propose (Legal Notice)
Signature Page
Fair Labor Practices Certification
Best Value Contracting Application
Requested Services and Business Information
Sample Agreement for Professional Services
Sample Agreement for Professional Services Schedules
Equal Benefits Compliance Payment Certification

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 12, 2013

REQUEST FOR PROPOSALS NO. 312024

ARCHITECTURAL AND DESIGN SERVICES FOR DANE COUNTY PARKS TIMBER SHELTERS

MULTIPLE COUNTY PARKS

5201 FEN OAK DRIVE #208

MADISON, WISCONSIN 53718

Dane County is inviting Proposals for professional architectural design services. The design of the shelter will mirror the architectural style of a Civilian Conservation Corps (CCC) timber frame structure. Trees will be harvested from the park or other County property and milled for the fabrication of all wood materials necessary to construct the timber frame shelter. The shelter will be an open structure, approximately 30 feet by 40 feet, constructed in the general location of the original shelter that was razed.

Request for Proposals package may be obtained after **2:00 p.m. on Tuesday, February 26, 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.

PUBLISH: FEBRUARY 26 & MARCH 5, 2013 - WISCONSIN STATE JOURNAL
FEBRUARY 26 & MARCH 5, 2013 - THE DAILY REPORTER

SIGNATURE AFFIDAVIT

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print)

Title

Signature

Firm

Address: (Street, City , State, Zip Code)

Telephone

Fax

E-Mail

Date

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.



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

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BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all contractors to be pre-qualified as a best value contractor with the County prior to being awarded a contract. In addition, the County pre-qualifies potential contractors and sub-contractors who wish to work on County contracts. Subcontractors must become pre-qualified ten (10) days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become pre-qualified as early as possible. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

Contractors or subcontractors of any tier who attain pre-qualification status will retain that status for a period of two (2) years from the date of qualification. Contractors shall notify the Dane County Department of Public Works, Highway & Transportation within fifteen (15) days of any changes to its business or operations that are relevant to the pre-qualification application. Failure to do so could result in suspension, revocation of the contractor's pre-qualification, debarment from County contracts for up to three (3) years and / or other sanctions available under the law.

No contracts will be awarded for construction work performed on Dane County projects unless the contractor is currently approved as a Wisconsin Trade Trainer or has applied for approval as an Apprenticeship Trade Trainer to the Wisconsin Department of Workforce Development and agrees to an acceptable apprenticeship program. If you are not currently approved as a Wisconsin Trade Trainer, or have not applied for approval as an Apprenticeship Trade Trainer, please contact the Department of Workforce Development - Bureau of Apprenticeship Standards at 608/266-3133 or visit their web site at: dwd.wisconsin.gov/apprenticeship/.

EXEMPTIONS

- Contractors who employ less than five (5) apprenticeable trade workers are not required to pre-qualify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor / subcontractor provides sufficient documentation to demonstrate one or more of the following:
 - apprentices are not available in a specific geographic area;
 - the applicable apprenticeship program is unsuitable or unavailable; or
 - there is a documented depression of the local construction market which prevents compliance.

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, pre-qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 precertified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being pre-qualified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
17	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also pre-qualified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19	Is your firm a first time Contractor requesting a one time exemption, but, intend to comply on all future contracts and are taking steps typical of a "good faith" effort?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
20	Not applicable. My firm does not intend to work on Best Value Contracts. Note: Best Value Contracting is required to bid on most Public Works Contracts (if unclear, please call Jan Neitzel Knox 608-266-4029).	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

Your firm's Officer, or the individual who would sign a bid and / or contract documents must sign this document.

I do hereby certify that all statements herein contained are true and correct to the best of my knowledge:

Signature

Date

Printed or Typed Name and Title

NAME AND ADDRESS OF CONTRACTOR	
Name of Firm:	
Address:	
City, State, Zip:	
Telephone Number:	
Fax Number:	
E-mail Address:	

REMEMBER!

Return all to forms and attachments, or questions to:

JAN NEITZEL KNOX
EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM
OFFICE: (608)266-4029, FAX: (608)267-1533

**DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713**

APPENDIX A

APPRENTICEABLE TRADES

Bricklayer
Carpenter
Cement Mason (Concrete Finisher)
Cement Mason (Heavy Highway)
Construction Craft Laborer
Data Communications Installer
Electrician
Elevator Mechanic / Technician
Environmental Systems Technician / HVAC Service Technician / HVAC Install & Service
Glazier
Heavy Equipment Operator / Operating Engineer
Insulation Worker (Heat & Frost)
Iron Worker (Assembler, Metal Buildings)
Painter / Decorator
Plasterer
Plumber
Roofer / Waterproofer
Sheet Metal Worker
Sprinkler Fitter
Steamfitter (Service & Refrigeration)
Taper & Finisher
Telecommunications (Voice, Data & Video) Installer / Technician
Tile Setter

REQUESTED SERVICES AND BUSINESS INFORMATION

- A. The Dane County Parks Division is seeking proposals from qualified design professionals to provide design services, plans, specifications and raw wood building material lists for 3 sizes of timber frame park shelters. Shelter sizes would range approximately from small (~25' x 35'), medium (~35' x 49'), and Large (~40' x 60'). Plans and specifications must meet all applicable State building codes.
- B. Services that will be included in a Professional Services Agreement are as follows:
1. Design Services: Provide conceptual plans for (2) alternative open air timber frame shelter designs. Dane County will provide photos and a site location of a similar shelter for design reference. Shelters are to be constructed entirely of wood material (including shingles) using mortise and tenon joinery green timber frame construction practices. Dane County will review the (2) alternative designs and provide input necessary to arrive at single preferred alternative design.
 2. Plans and Specifications: Upon completion of a preferred alternative design concept, prepare plans and specifications for each of the (3) shelter sizes including:
 - a. Concrete slab/footing details and specifications.
 - b. Necessary accommodations for rough in electrical.
 - c. Wood shingle dimensions and details.
 - d. Mortise and tenon joinery details.
 - e. Recommended preservative/weatherproofing specifications to guard against insect, sun and moisture damage.
 - f. Post to slab transition detail w/option to add native stone around posts, half or full length.
 - g. Timber framing plan.
 - h. Roofing plan.
 - i. Fastener specifications.
 3. Raw Wood Building Material Lists: Wood materials used for shelter construction are anticipated to be entirely from locally harvested trees. Raw wood building material lists shall contain the following for each size shelter:
 - a. Trees:
 - i. Timber harvest Information to include quantity and size (diameter, length with trimming) of tree boles required for posts, beams, trusses, roof boards and shingles for each of the (3) shelter sizes.
 - ii. Recommended and alternative tree species suitable to meet building codes for each type of necessary building material.
 - b. Building Materials:
 - i. Quantity and size list for all dimensional wood materials necessary to construct each of the (3) shelter sizes.
 4. Meetings: Attend up to (3) meetings with Dane County staff as follows:
 - a. Kick off Meeting-Review project scope and existing representative design structures. Establish preliminary guidelines for development of (2) draft alternative shelter designs.
 - b. Conceptual Plan Review Meeting-Consultant to present (2) draft alternative shelter design concepts for Dane County staff review/input. Dane County will

provide a follow up itemized list of desired design revisions for consultant to incorporate into a single preferred alternative design.

- c. Preferred Alternative Design Review Meeting-Consultant to present a single preferred alternative design for Dane County staff review/input. Dane County will provide a follow up itemized list of desired design revisions for consultant to incorporate into final plans and specifications for each of the (3) shelter sizes.
- 5. Deliverables: Provide the following deliverables:
 - a. Three (3) bound 11"x17" plan set hardcopies for each of the (3) shelter sizes.
 - b. Three (3) spiral bound 8.5"x11" specification books for each of the (3) shelter sizes.
 - c. CADD files for all plans, Word document files for specifications and raw wood building material lists.

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

- 1. Description of firm's qualifications, experience, organization and resources.
- 2. 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 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. Fee for services stated as a lump sum.
- 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. Dane County will provide all surveying services including plot plan, building locations and elevations. Dane County may also provide material and services such as excavating, grading aggregate and paving.

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

DATE	EVENT
February 29, 2013	RFP issued
March 6, 2013 @ 2:00 p.m.	Written inquiries due
March 8, 2013	Addendum (if necessary)
March 12, 2013 @ 2:00 p.m.	Proposals due
March 20, 2013 (estimated)	Oral presentations / interviews for invited proposing companies
March 25, 2013 (estimated)	Notification of intent to award sent out
April 22, 2013 (estimated)	Contract start date
June 24, 2013 (estimated)	Construction Documents due

- G. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- H. Information regarding this project may be obtained from Rob Nebel, Project Manager, 608/267-0119, Nebel@countyofdane.com.
- I. 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.
- J. All Proposals must be submitted by 2:00 P.M., Tuesday, March 12, 2012.**
- K. Dane County reserves the right to accept or reject any Proposal submitted.
- L. 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.
- M. 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.
- N. Dane County is an Equal Opportunity Employer.

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY PARKS TIMBER SHELTERS

RFP NO. 312024

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 A/E or Consultant Company Name (hereafter, “ARCHITECT / ENGINEER”).

WHEREAS, OWNER intends to construct a new Stewart Park Pavilion in Madison; and

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

NOW, THEREFORE, in consideration of above recitals and mutual covenants and promises, receipt and sufficiency of which is known and believed by both parties, the parties hereby agree as follows:

SAMPLE

ARTICLE 1

ARCHITECT / ENGINEER’S SERVICES

BASIC SERVICES

(1) ARCHITECT / ENGINEER’S Basic Services with respect to design and construction of Dane County Stewart Park Pavilion Facility (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 architectural and engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A and C.

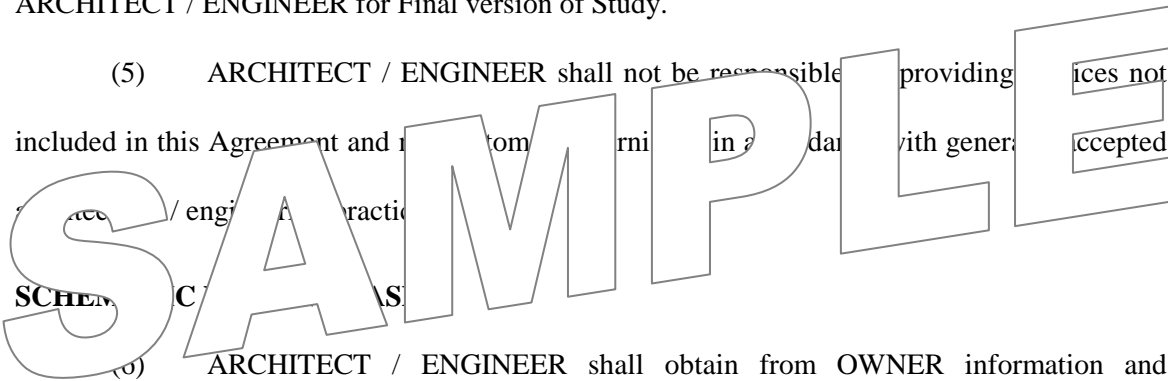
STUDY PHASE

(2) 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.

(3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / 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) ARCHITECT / ENGINEER shall submit to OWNER in Summary Report and Study construction cost estimate based on information provided by OWNER and gathered by ARCHITECT / ENGINEER for Final version of Study.

(5) ARCHITECT / ENGINEER shall not be responsible providing services not included in this Agreement and information furnished in accordance with general accepted



(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 fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including site, utility, structural, mechanical, electrical, plumbing, controls, 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 information. OWNER shall prepare necessary information and information needed for the Form of Contract between OWNER and Contractor. General Conditions of Contract, and Supplementary Conditions. Drawings and Specifications 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.

CONSTRUCTION PHASE

(15) Construction Phase shall commence with award of Construction Contract and shall terminate when 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 the needs and requirements of the Project and provide assistance and advice to the Contractor in connection with the Project. 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.

(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

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, 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 inspect work that does not conform to Construction Documents. Where necessary or advisable to insure proper execution of Construction Documents, ARCHITECT / ENGINEER shall 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 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.

(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 of type set forth under Basic Services section under Article 1 as may be required in connection with replacement of such work.

(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.

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

START-UP / TROUBLESHOOTING PHASE

(33) ARCHITECT / ENGINEER shall provide necessary assistance and expertise in Contractor's initial start-up, testing, adjusting and balancing, and troubleshooting of any equipment or system.

(34) ARCHITECT / ENGINEER shall provide necessary assistance and expertise in Contractor's preparation of operation and maintenance manuals, and Contractor's training personnel for operation and maintenance.

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 ARCHITECT / ENGINEER and shall render decisions pertaining to prompt to avoid unreasonable delay in progress of ARCHITECT / ENGINEER service. OWNER shall furnish and verify accuracy of site grades, 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 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.

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 ARCHITECT / ENGINEER'S compensation under this Agreement.

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

(4) 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, equipment, or methods of determining construction cost estimates. Actual construction cost may 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 re-bidding the Project within reasonable time and cooperate with ARCHITECT / 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), ARCHITECT / ENGINEER, without additional cost, shall modify Drawings and Specifications and approve by OWNER to reduce 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) 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). If ARCHITECT / ENGINEER does not agree to do so, OWNER shall be entitled to compensation set forth in this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

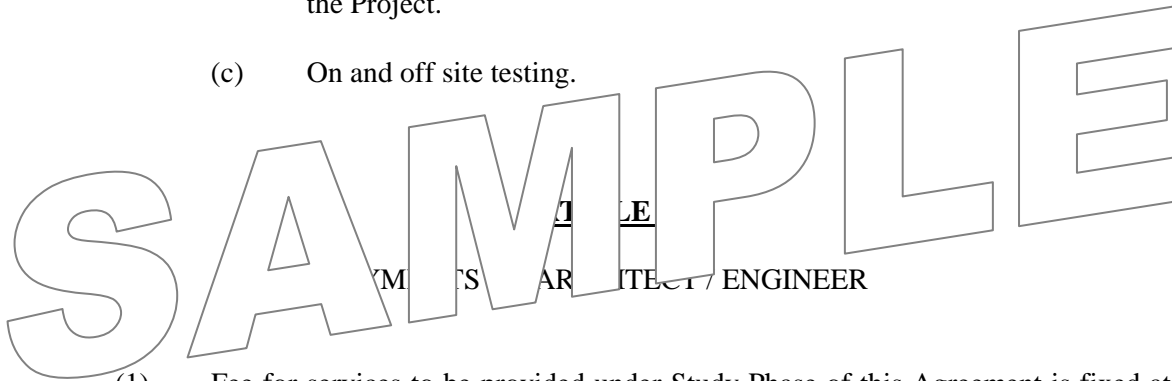
(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ARCHITECT / ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed 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 Basic and Additional Services and include actual expenditures made by ARCHITECT / 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.



(1) Fee for services to be provided under Study Phase of this Agreement is fixed at [XXXXXX.00].

(2) Payments for services under Study Phase of this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each Phase shall equal following percentages of total fee for services hereunder:

Schematic Design 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 shall be available to OWNER or OWNER's representative at any reasonable time and in a convenient location.

SAMPLE

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 ARCHITECT / ENGINEER, ARCHITECT / 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 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.

S A M P L E

C O N T A I N I N G D O C U M E N T S
of Study, all of which are the property of OWNER. ARCHITECT / ENGINEER shall furnish OWNER with:

- (a) Original unbound copy of Draft version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Four regular bound copies of Draft version of Study in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Draft version of Study in Word 2000 (or earlier version) on CD;
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Study on CD; and

- (e) Electronic copy of Draft version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather creating scan of printouts.

(2) Final version of 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) Original unbound copy of Final version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) Four (4) regular bound copies of Final version of Study in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Final version of Study in Word 2000 (or earlier version);
- (d) Electronic copy of all the files (e.g., AutoCAD 7, AutoCAD 2000, etc. earlier versions) included in Final version of Study on CD; and

- (e) Electronic copy of Final version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather creating scan of printouts.

(3) 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) Four (4) regular bound copies of final Schematic Design Phase Documents;
- (b) Electronic version of final Schematic Design Phase Documents on CD;

- (c) Four (4) regular bound copies of final Design Development Phase Drawings;
- (d) Four (4) regular bound copies of final Design Development Phase Project Manual (Specifications) in 8½ x 11 format;
- (e) Electronic version of final Design Development Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;
- (f) Four (4) regular bound copies of 60% Review Construction Document Phase Drawings;
- (g) Four (4) regular bound copies of 60% Review Construction Document Phase Project Manual (Specifications) in 8½ x 11 format;
- (h) Electronic version of 60% Review Construction Document Phase Project Manual (Specifications) in 8½ x 11 format;
- (i) Four (4) regular bound copies of 95% Review Construction Document Phase Drawings;
- (j) Four (4) regular bound copies of 95% Review Construction Document Phase Project Manual (Specifications) in 8½ x 11 format;
- (k) Electronic version of 95% Review Construction Document Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;
- (l) Original unbound copies of both final Construction Document Phase Drawings and Record Drawings in reproducible prints;
- (m) Three (3) regular bound copies of final Construction Document Phase Drawings;

SAMPLE

- (n) One (1) regular bound copy of final Construction Document Phase Drawings to be submitted by ARCHITECT / ENGINEER to [State of Wisconsin, City of Madison, other entity] for stamped approval;
- (o) Three (3) regular bound copies of final Record Drawings;
- (p) Electronic version of both final Construction Document Phase Drawings and Record Drawings in AutoCAD 2007 (or earlier version) on CD;
- (q) Electronic version of final Construction Document Phase Drawings in Adobe PDF 7.0 (or earlier version) on CD;
- (r) Original unbound copy of both final Construction Document Phase Project Manual (Specifications) and final Record Project Manual in reproducible 8½ x 11 format;
- (s) Two (2) regular bound copies of final Construction Document Phase Project Manual;
- (t) One (1) regular bound copy of final Construction Document Phase Project Manual to be submitted by ARCHITECT / ENGINEER to State of Wisconsin, City of Madison, other entity for stamped approval;
- (u) Two (2) regular bound copies of final Record Project Manual;
- (v) Electronic version of both final Construction Document Phase Project Manual and final Record Project Manual in Word 2000 (or earlier version) on CD; and
- (w) Electronic version of final Construction Document Phase Project manual in Adobe PDF 7.0 (or earlier version) on CD;

SAMPLE

ARTICLE 10

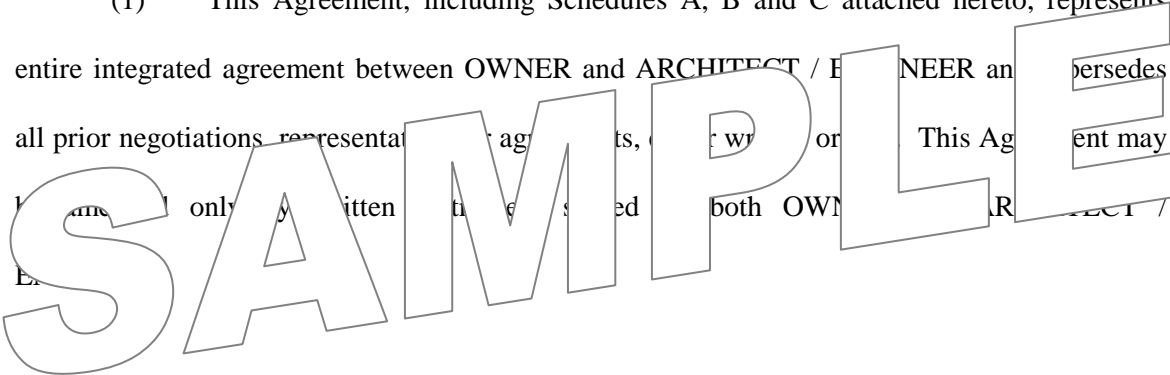
SUCCESSORS AND ASSIGNS

(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 all prior negotiations, representations, agreements, contracts, or proposals. This Agreement may be amended only by written agreement 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.

ARTICLE 13

ARCHITECT / ENGINEER'S LIABILITY INSURANCE

(1) 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 the State of Wisconsin by Wisconsin Insurance [] with a coverage limit of the [] in amount \$ [] (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 or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ARCHITECT / ENGINEER shall maintain coverage for duration of this Agreement and for six 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 investigations and duties of ARCHITECT / ENGINEER under this Agreement. In the event of any such termination of the Agreement, ARCHITECT / ENGINEER shall provide 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. 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 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

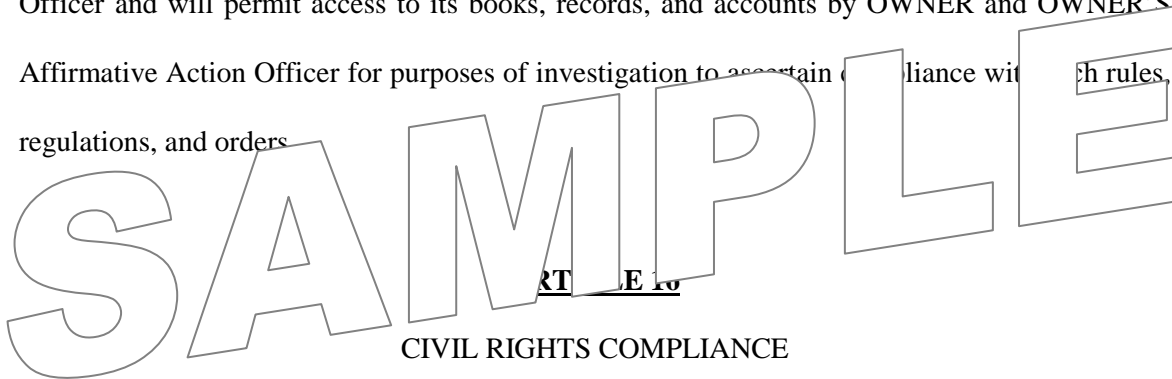
(1) ARCHITECT / ENGINEER will not discriminate against any applicant of services, actual or potential, employee or applicant for employment, cause of race, religion, gender, marital status, physical handicap, sexual orientation, or age. ARCHITECT / ENGINEER will provide equal opportunity in all phases of recruitment, selection, 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 setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.

(2) ARCHITECT / ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT / ENGINEER, state that all qualified

applicants will receive consideration for employment and ARCHITECT / ENGINEER shall include statement to effect that ARCHITECT / ENGINEER is “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 rules, regulations, and orders.



(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) of 1990. ARCHITECT / ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ARCHITECT / 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. 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 relevant files maintained by ARCHITECT / ENGINEER. ARCHITECT / ENGINEER agrees to furnish on an as requested basis all records and information as relate to a complaint and non-compliance. ARCHITECT / ENGINEER further agrees to cooperate with OWNER in 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 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) 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 Agreement. If payroll records are misleading or incomplete, ARCHITECT / ENGINEER may be deemed to be in violation 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 found and for period of three years after second or subsequent violation is found.

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 shall ensure that any subcontractors comply with provisions of this Chapter 25.

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

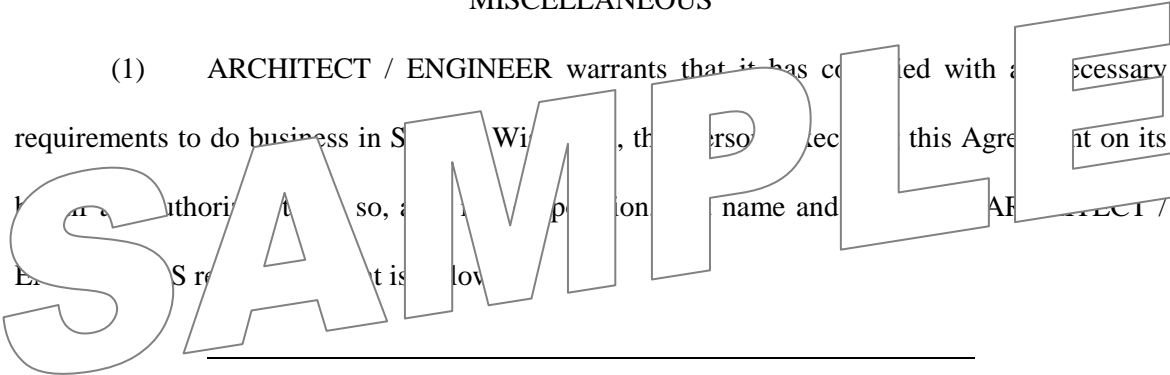
- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When ARCHITECT / ENGINEER is school district, municipality, or other unit of government;
- (c) When employees are persons with disabilities working in employment programs and ARCHITECT / ENGINEER holds current sub-minimum wage certificate 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 Wisconsin. With this Agreement, the ARCHITECT / ENGINEER authorizes the OWNER to use the ARCHITECT / ENGINEER'S name and logo on its website and other promotional materials. The ARCHITECT / ENGINEER shall indemnify and hold the OWNER harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, incurred by the OWNER in connection with the ARCHITECT / ENGINEER'S performance of its obligations under this Agreement.



(2) ARCHITECT / ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ARCHITECT / 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 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 PARKS TIMBER SHELTERS**

RFP NO. 312024

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 testing is being done and proper materials are being used and installed per drawings and specifications.
7. Processing construction work orders, purchase orders and submittals.
8. 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.
9. 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.
10. 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.
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 these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is \$XXXX.00. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.
- B. 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.