



**DANE COUNTY DEPT. OF  
PUBLIC WORKS, HIGHWAY &  
TRANSPORTATION**

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Office: 608/266-4018 ♦ Fax: 608/267-1533  
Public Works Engineering Division

# ADDENDUM

December 7, 2020

**ATTENTION ALL REQUEST FOR PROPOSAL (RFP) HOLDERS**

**RFP NO. 320040 - ADDENDUM NO. 1**

**MCCARTHY PARK TIMBER SHELTER, PARKING, AND PICNIC AREA**

---

**PROPOSALS DUE: DECEMBER 22, 2020, 2:00 PM. DUE DATE AND  
TIME ARE CHANGED BY THIS ADDENDUM.**

---

This Addendum is issued to modify, explain or clarify the original Request for Proposals (RFP) and is hereby made a part of the RFP. Please attach this Addendum to the RFP.

**PLEASE MAKE THE FOLLOWING CHANGES:**

**1. Section 00 24 16 – Scope of Proposals**

Delete current Section 00 24 16, replace with new Section 00 24 16, issued with this Addendum.

The references to “Construction Administration Phase” have been removed since it has been determined these should not be issued at this point in the RFP process. Designing connection of electrical service to the shelter from County Road TT has been added to the scope of work.

**2. Section 00 52 98 – Sample Architectural/Engineering Professional Services Agreement**

Delete current Section 00 52 98; replace with new Section 00 52 98, issued with this Addendum.

The references to “Construction Administration Phase” have been removed since it has been determined these should not be issued at this point in the RFP process.

**3. Figure 2 – Project Area Boundary**

Point of clarification: Design to include paving the entire driveway connecting the parking lot to County Road TT.

If any additional information about this Addendum is needed, please call Eric Urtes at 608/266-4798, [urtes.eric@countyofdane.com](mailto:urtes.eric@countyofdane.com).

Sincerely,

*Eric Urtes, AIA*  
Project Manager

Enclosures:

Section 00 24 16 – Scope of Proposals

Section 00 52 98 – Sample Architectural/Engineering Professional Services Agreement

H:\Shared\ENGINEERING DIVISION\Eric Urtes\320040 - McCarthy Park Shelter (Design)\02 - RFP docs\C - Addenda\Addml\320040 - Addendum 1.docx

## SECTION 00 24 16

### SCOPES OF PROPOSALS

#### 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design for the Timber Shelter, Parking, & Picnic Area at McCarthy Youth & Conservation Park.
- B. The project boundary is approximately 7 acres and includes topographic survey, civil/site and architectural plans for paving the existing gravel entrance road, parking for approximately 30 vehicles, paved accessible walkways, well and drinking fountain, stormwater facilities and approximate 40'x60' timber frame picnic shelter. Additionally, design of the timber shelter must include connection to electrical service from County Road TT.
- C. To be considered for this project, the Consultant must meet or exceed the following criteria:
  - 1. Have at least one registered architect or one registered professional engineer as lead responsible member of the firm or project team.
  - 2. Have been in business for a period of not less than five (5) years.
  - 3. Must have been responsible for the design and completion of at least three (3) projects of similar design scope and size.
  - 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

#### 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Professional Services Agreement*.
- B. Phase 1 - Pre-Construction Survey Phase
  - 1. Prepare a summary report / study consisting of text, drawings, and other documents that illustrate a topographic survey of natural features and existing infrastructure within the project planning area boundary.
- C. Phase 2 - Conceptual Design Phase
  - 1. Prepare a draft site development plan that includes spatial layout of the park entrance road, parking lots, pathways, playground and picnic areas, shelter and equestrian day use area. Site development plan will include connection of electrical service for the shelter from County Road TT. The 2015 master plan for the park will provide the desired general site location of these facilities.
- D. Phase 3 - Construction Documents Phase
  - 1. Prepare plans, specifications, permits and cost estimates necessary for budgeting, bidding and development of all proposed park facilities within the project planning area boundary; except as itemized below under "Owners Responsibility".

- E. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](http://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](http://publichealthmdc.com/coronavirus/forward-dane/current-order)). Whenever possible, meetings shall be held via teleconference or videoconference, to be hosted by the consultant. Dane County reserves right to mandate safe physical distancing & use of face masks by all personnel while inside any County facility or on any County grounds.

### **3. PROPOSAL CONTENT**

- A. Interested consultants are requested to submit the following information in their proposal, in eight (8) distinct sections or divisions:
1. Proposal Form, Fair Labor Practices Certification and Proposer's cover letter.
  2. Introduction: Provide a one-page overview of the firm's background, history and familiarity with completing similar projects.
  3. Organizational Capabilities: Provide a one page overview of the firm's civil/site/survey program area, including number and type of professional staff who are routinely engaged in providing similar services.
  4. Staff Qualifications: Provide resumes describing professional registrations, education and work experiences for each of the key staff who would be assigned to the project and the role they would have on the project team. Only include staff who will be assigned to this project and the location of the office(s) out of which they work. Include resumes for sub-consultants if applicable.
  5. Related Design and Engineering Project Experience: Provide an overview of up to three similar projects the assigned project team has completed that demonstrate relevant project experience in both scale and scope. Be specific and only identify projects completed within the past 5 years.
  6. Proposer References: Include a list of at least three organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Provided organizations may be contacted to inquire about the quality of work performed and capabilities of the personnel assigned to the project.
  7. Fee for services stated as lump sum fixed fee.
  8. State clearly any limitations you wish to include in *Professional Services Agreement* and advise of any conditions that you may have.

### **4. EVALUATION CRITERIA**

- A. Proposing consultants will be evaluated on this criteria:

Organizational Capabilities	20%
Staff Qualifications	30%
Related Design & Engineering Project Experience	40%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

## 5. PRICING

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

## 6. SITE TOUR

- A. A proposing company site tour will be held on December 2, 2020 at 11:00 a.m. at the McCarthy Youth & Conservation Park, 4841 County Highway TT, Sun Prairie, Wisconsin. This cursory tour will go until approximately 12:00 p.m.. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.
- B. Safe distancing & face masks are required for all tour attendees. Tours will be limited to 10 people; please limit number of attending staff & subcontractors. If there are more than 10 people, group will be split & there will be two or more tours. Allow sufficient time if you do not make it in to first tour group

## 7. OWNER'S RESPONSIBILITY

- A. Dane County will:
  1. Provide concept site layout included in Draft Park Master Plan, June 2015.
  2. Provide completed construction documents for the timber frame shelter.
  3. Solicit proposals for the playground under a separate RFP process.
  4. Provide desired product and model numbers for drinking fountain.
  5. Provide layout and installation of all signage and striping.
  6. Provide desired product models for all proposed well equipment.
  7. Provide all gates, signage, picnic tables and kiosks.

## 8. TIMETABLE

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

<u>DATE</u>	<u>EVENT</u>
Nov. 19, 2020	RFP issued
December 2, 2020 11:00 a.m.	Site tour
Dec. 11, 2020	Latest addendum (if necessary)
Dec. 15, 2020 - 2:00 p.m.	Proposals due
Feb. 16, 2021 (estimated)	Notification of intent to award sent out

## 9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Eric Urtes, AIA, Public Works Project Manager, 608/266-4798, [urtes.eric@countyofdane.com](mailto:urtes.eric@countyofdane.com).
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, December 15, 2020.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

END OF SECTION



**COUNTY OF DANE**  
**PROFESSIONAL SERVICES AGREEMENT**

**TABLE OF CONTENTS**

SIGNATURE PAGE.....	1
TABLE OF CONTENTS.....	2
1. ARTICLE 1: SCOPE OF AGREEMENT.....	3
2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED .....	4
2.A. General:.....	4
2.B. Pre-Construction Survey Phase:.....	4
2.C. Conceptual Design Phase:.....	5
2.D. NOT USED.....	5
2.E. Construction Documents Phase:.....	5
2.F. NOT USED.....	8
2.G. Construction Administration Phase: NOT USED.....	8
2.H. NOT USED.....	8
3. ARTICLE 3: COUNTY'S RESPONSIBILITIES.....	8
4. ARTICLE 4: COMPENSATION.....	9
5. ARTICLE 5: ACCOUNTING RECORDS .....	12
6. ARTICLE 6: TERMINATION OF AGREEMENT.....	12
7. ARTICLE 7: OWNERSHIP OF DOCUMENTS .....	13
8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION.....	13
9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE .....	13
10. ARTICLE 10: OTHER INSURANCE .....	14
11. ARTICLE 11: MISCELLANEOUS PROVISIONS .....	14
12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT .....	15
ATTACHMENT B .....	18

## 1. ARTICLE 1: SCOPE OF AGREEMENT

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

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

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

### **2.A. General:**

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

Pre-Construction Survey Phase  
Conceptual Design Phase  
Construction Documents Phase

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

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

2.A.4) The A/E shall facilitate a site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.

2.A.5) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

### **2.B. Pre-Construction Survey Phase:**

2.B.1) Perform topographic site survey of sufficient detail for plan preparation and permitting for the approximate 7-acre McCarthy Youth and Conservation Park Timber Shelter, Parking and Picnic Area project area boundary. COUNTY will have survey project area field staked. Survey to include parcel and ROW boundaries, existing land features, utilities (above and below ground) including power poles, existing trails, roadway, gravel driveway, gravel parking lot, master sign, vault toilet, fencing, gates, trees >2" diameter, and culverts. Conduct topographic survey at 1-foot contour interval tied into the NAVD88 datum and Dane County Coordinate System. Provide survey plan in electronic formats (PDF & CAD). The CAD format shall be consistent with AutoCAD Civil 3D 2019 and shall include points, breaklines, linestyles representing features, 1-foot contours, and geo-referenced aerial imagery.

2.B.2) Pre-Construction Survey Phase deliverables shall be:

2.B.2) a. Provide survey plan in electronic formats (PDF & CAD). The CAD format shall be consistent with AutoCAD Civil 3D 2019 and shall include points, breaklines, linestyles representing features, 1-foot contours, and geo-referenced aerial imagery.

2.B.2) b. Provide rebar with cap benchmark for establishing future horizontal and vertical control as necessary for design and construction field staking.

2.C. Conceptual Design Phase:

2.C.1) The ENGINEER shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project.

2.C.2) Based on information, materials and requirements as verified by COUNTY, the ENGINEER shall prepare a conceptual site development plan illustrating scale and relationship of the Project components. Conceptual Design Documents shall be submitted to COUNTY for review and revisions as necessary until final approval is provided in writing from COUNTY.

2.C.3) Conceptual Design Phase deliverables shall be:

2.C.3) a. Provide draft and final version of the conceptual site development plans in electronic formats (PDF & CAD). The CAD format shall be consistent with AutoCAD Civil 3D 2019.

2.C.3) b. Provide an electronically rendered version of the final approved conceptual site development plan in electronic format (PDF).

2.C.3) c. Provide an Opinion of Probable Construction Cost for the improvements identified in the final approved conceptual site development plan.

2.C.3) d. Attend virtual project kick off meeting prior to commencing work (including Pre-Construction Survey Phase) to discuss project scope and park master plan.

2.C.3) e. Facilitate two (2) virtual meetings (ZOOM, GOTO or TEAMS) to present draft and final conceptual site development plan.

2.D. NOT USED.

2.E. Construction Documents Phase:

2.E.1) Provide construction documents suitable for inclusion within COUNTY let bid documents and construction of proposed improvements including roadways, parking lots, pathways, drinking fountain, well and electric, and landscape restoration in electronic formats (PDF & CAD). The CAD format shall be consistent with AutoCAD Civil 3D 2019. Provide draft construction documents at 30 and 60 percent completion for COUNTY review. Revise as necessary until final approval is provided in writing from COUNTY.

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

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

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

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

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

2.E.4) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable building and safety codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:

2.E.4) a. Coordination, to protect the integrity of the design and facilitate construction with:

- (1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
- (2) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
- (3) Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.
- (4) Occupying Agency: Ensure that program-required furniture, fixtures and equipment (FF&E) layout is suitable so as to be compatible but not interfere with access to, placement or operation of the mechanical, electrical or plumbing appurtenances.
- (5) Governmental authorities having jurisdiction over the work:
  - (a) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the A/E shall file two (2) copies of such approval with COUNTY.
- (6) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.E.4) b. Inclusion in the Construction Documents of:

- (1) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- (2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.
- (3) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding, construction process.

2.E.4) c. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

- (1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity
- (2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
- (3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
- (4) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.
- (5) The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
- (6) The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.

2.E.5) Upon determination by the A/E that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.

2.E.5) a. The A/E shall provide COUNTY with review sets in a format and standard specified by the COUNTY.

2.E.5) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.

2.E.6) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY.

- 2.E.7) A/E shall affix to both the cover sheet of Drawings and & inside cover of Project Manual current State of Wisconsin registration seal, number & signature. These shall be applied by registered architect and each professional engineer responsible for project design.
- 2.E.8) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs and schedules.
- 2.E.9) Constructions Documents Phase deliverables shall be:
- 2.E.9) a. Plans, technical specifications, details, cross-sections and profiles in COUNTY approved electronic file format for purpose of inclusion within future COUNTY let bid documents and contracted construction of proposed improvements.
  - 2.E.9) b. Provide an updated Opinion of Probable Construction Cost for all work included within the final approved construction documents.
  - 2.E.9) c. Provide an itemized bid list including estimated quantities for all work included within the final approved construction documents.
  - 2.E.9) d. Prepare and submit all regulatory permits necessary to construct proposed improvements with the exception of building permits for the timber frame shelter. Item is not complete until all submitted permits have been approved. Dane County will provide payment for any application fees. Item includes any required construction and post construction documentation of permit compliance.
  - 2.E.9) e. Facilitate three (3) virtual meetings (ZOOM, GOTO or TEAMS) to present 30 percent, 60 percent and final construction documents.

2.F. NOT USED.

2.G. Construction Administration Phase: NOT USED

2.H. NOT USED.

### **3. ARTICLE 3: COUNTY'S RESPONSIBILITIES**

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

#### 4. ARTICLE 4: COMPENSATION

- 4.A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

4.A.1) COUNTY will pay the A/E a lump sum fee of \$[ ].

4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Proposals, dated November 19, 2020, including any subsequent Addenda.

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

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

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

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

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

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

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

4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1) Principals' time at a fixed rate of \$[ ] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

[ ]  
|  
[ ]  
|  
[ ]  
|

4.B.2) Other design staff shall be billed at these fixed rates:

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

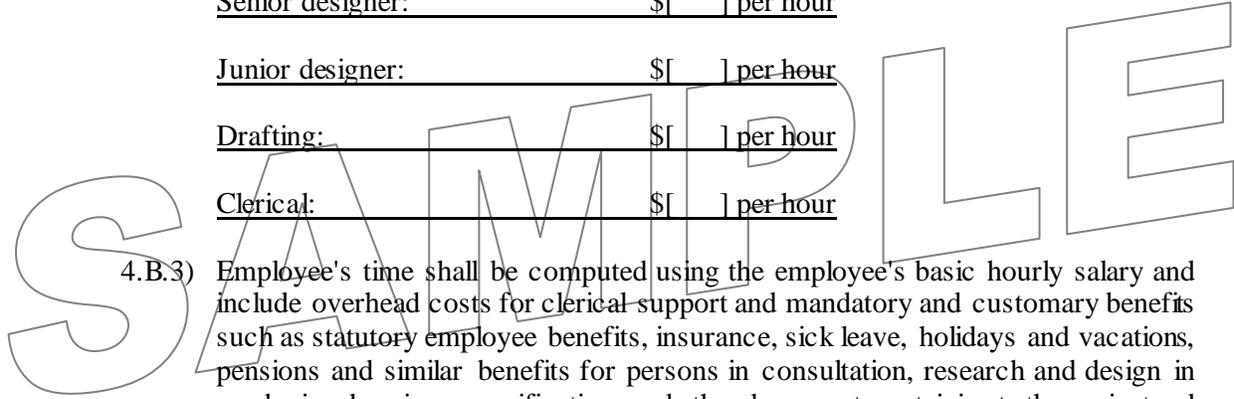
Junior design architect / engineer: \$[ ] per hour

Senior designer: \$[ ] per hour

Junior designer: \$[ ] per hour

Drafting: \$[ ] per hour

Clerical: \$[ ] per hour



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

4.C. Reimbursable Expenses:

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

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

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

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

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

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

4.D. Additional Services:

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

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

4.D.1) b. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.D.1) c. Preparing detailed models, perspective or renderings.

4.D.1) d. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

4.D.1) e. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.D.1) f. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).

4.D.1) g. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.

4.D.1) h. Providing historical preservation research or documentation.

4.D.1) i. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

4.D.1) j. Participation in post-project evaluations.

4.D.1) k. Preparing multiple bid packages.

4.E. Payments to the A/E:

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

Pre-Construction Survey Phase	20%
Conceptual Design Phase	50%
Construction Documents Phase	100%

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

4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.

4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.

4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.

4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

**5. ARTICLE 5: ACCOUNTING RECORDS**

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

**6. ARTICLE 6: TERMINATION OF AGREEMENT**

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

## **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the [architectural / engineering, engineering] design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

## **8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION**

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

## **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage

without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## **10. ARTICLE 10: OTHER INSURANCE**

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

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

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

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

## **11. ARTICLE 11: MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

### **12.B. Civil Rights Compliance:**

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute

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

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

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

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

SAMPLE

