



RFP NO. 322007

DANE COUNTY DEPARTMENT OF ADMINISTRATION

**PUBLIC WORKS
ENGINEERING DIVISION**
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 322007
CONSULTING SERVICES FOR
COMPREHENSIVE ENERGY & EMISSIONS ASSESSMENT
DANE COUNTY FACILITIES
210 MARTIN LUTHER KING JR BLVD
MADISON, WISCONSIN**

ISSUED FOR PROPOSALS: FEBRUARY 8, 2022

Due Date / Time: **TUESDAY, MARCH 15, 2022 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

TODD DRAPER, PROJECT MANAGER
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: DRAPER@COUNTYOFDANE.COM



Department of Administration
Public Works Engineering Division

608/266-4018

Greg Brockmeyer
Director of Administration

Joseph T. Parisi
County Executive

Director of Public Works
Todd Draper

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

https://pwht.countyofdane.com/public_works.aspx#engineering

February 8, 2022

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 322007 to provide professional consulting design services for Comprehensive Energy & Emissions Assessment for several Dane County facilities. The Proposals are due on or before **2:00 p.m., Tuesday, March 15, 2022**. No performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: four (4) bound hard copies and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

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

Proposal No. 322007
Comprehensive Energy & Emissions Assessment
March 15, 2022, 2:00 p.m.

5. Mail or deliver to:
Todd Draper, Project Manager
Dane County Public Works Engineering Division
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

Use the drop box just inside our Office if you choose to hand deliver. If any additional information about this Request for Proposals is needed, please call Todd Draper at 608/267-0119 or send email to draper@countyofdane.com.

Sincerely,

Todd Draper

Project Manager

Enclosure: Request for Proposals No. 322007 Package

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 01 - RFP Cover Page
- 00 01 02 - RFP Cover Letter
- 00 01 10 - Table of Contents
- 00 11 19 - Request for Proposal
- 00 24 16 - Scopes of Proposals
- 00 42 13 - Proposal Form
- 00 52 98 - Draft Professional Services Agreement
- 00 73 11 - Fair Labor Practices Certification

ATTACHMENTS

- Attachment A - Facility List

END OF SECTION

SECTION 01 11 19

REQUEST FOR PROPOSAL

LEGAL NOTICE

Dane County Dept. of Administration, Public Works Engineering Division, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

2:00 P.M., TUESDAY, MARCH 15, 2022

RFP NO. 322007

COMPREHENSIVE ENERGY & EMISSIONS ASSESSMENT

DANE COUNTY FACILITIES

210 MARTIN LUTHER KING JR BLVD, MADISON, WI

Dane County is inviting Proposals for professional consulting services for a Comprehensive Energy & Emissions Assessment of Dane County Facilities. Assessment is to:

1. Review current building energy performance data and conduct on-site audits of Dane County's facilities to develop a prioritized list of energy savings and emission-reducing opportunities, including opportunities for increased energy efficiency, demand response, renewable energy and beneficial electrification;
2. Assess current energy services relative to reliability, identifying opportunities to increase Dane County's overall resilience, especially in light of climate change; and
3. Develop a set of recommendations for Dane County's ongoing management of facility energy usage and construction of new facilities that leverages industry best practices and supports ongoing emission reductions and cost savings.

Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m., February 8, 2022** from bids-pwht.countyofdane.com. Call Todd Draper, Project Mgr., 608/267-0119, or our office, 608/266-4018, with any questions.

**PUBLISH: FEBRUARY 8 & FEBRUARY 15, 2022 - WISCONSIN STATE JOURNAL
FEBRUARY 7 & FEBRUARY 14, 2022 - THE DAILY REPORTER**

SECTION 00 24 16

SCOPES OF PROPOSALS

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional consulting services for a comprehensive Energy & Emissions Assessment of Dane County Facilities. Dane county is seeking a contractor to:
1. Review current building energy performance data and conduct on-site audits of Dane County's facilities to develop a prioritized list of energy savings and emission-reducing opportunities, including opportunities for increased energy efficiency, demand response, renewable energy and beneficial electrification;
 2. Assess current energy services relative to reliability, identifying opportunities to increase Dane County's overall resilience, especially in light of climate change; and
 3. Develop a set of recommendations for Dane County's ongoing management of facility energy usage and construction of new facilities that leverages industry best practices and supports ongoing emission reductions and cost savings.
- B. Dane County has a portfolio of more than 50 facilities serviced by more than one hundred energy and water meters. For this project we have created categories of County facilities based on the level of audit services desired.
- Tier 1 Facilities are the facilities prioritized by the Project Team. These are facilities with a high energy use intensity, a low Energy Star Portfolio Manager score, significant comfort complaints or other known issues. The Contractor will propose a plan that includes an investment-grade audit of all Tier 1 Facilities.
 - Tier 2 Facilities are a slightly lower priority for the Project Team. This category includes facilities where there are fewer known issues or that are similar in design and usage to a Tier 1 facility (e.g., the County's multiple highway garages). The Contractor will propose a plan that includes walk through audits for all Tier 2 Facilities.
 - Tier 3 Facilities are not included in the base bid for the project. The Contractor will propose a pricing mechanism (based on type of audit and square footage) to address one or more Tier 3 Facilities, based on available funding, as potential Additional Services.

A full list of county facilities, by category is included in Attachment B.

- C. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have more than one registered professional engineer as lead responsible members of the firm or project team.
 2. Have been in business for a period of not less than five (5) years.
 3. 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. Benchmark Building Energy, Water and Emissions:

1. Dane County uses Energy CAP and ENERGY STAR Portfolio Manager to track energy and water usage in all County facilities. The Contractor will use existing Dane County data to benchmark energy and water usage as well as emissions against comparable buildings in comparable climates.
2. The Contractor will present the benchmarking data to the Project Team. The Contractor will use the benchmarking data to propose any modifications to the audit plan included in the project contract. Any changes to the audit plan in the contract are subject to approval by the Project Team.

B. Facility Audits

1. Consistent with the audit plan approved by the Project Team, the Contractor will conduct investment grade and walk through audits on Dane County facilities. Contractor will identify opportunities to
 - i. Reduce energy usage, energy demand, water usage and emissions, including through beneficial electrification
 - ii. Increase County resilience at that facility
 - iii. Integrate electric vehicle charging into the facility
2. For all identified resource savings opportunities, the Contractor will use a vetted building energy model to estimate project cost and associated resource savings, specifying resource and dollar savings as well as associated greenhouse gas emission reductions. All projections should take into account anticipated changes in utility fuel mix and the associated changing greenhouse gas impacts.
3. For all resilience opportunities, the Contractor will identify resilience risks and recommend strategies to reduce those risks. Risk assessment should focus on natural disaster risks exacerbated by climate change including but not limited to high precipitation events, high heat events and power outages. For all identified risks, the Contractor will summarize the existing risk as well as the cost and benefits of the proposed solution, including changes in resource use and emissions.
4. Relative to electric vehicle charging, the Contractor will identify any service upgrades necessary to accommodate County vehicle charging at that facility based on the types of vehicles and usage patterns typical for that location. Contractor will identify recommended service upgrades or other accommodations required as well as an estimate of installation costs, estimated energy and demand charges and emission reductions.

C. Best Practices for Non-Audited Spaces

1. The Contractor will recommend best practices for opportunities to reduce energy, water and emissions in the spaces not audited.

D. List of Capital Investment Priorities

1. The contractor will develop three lists of recommended capital investments:
 - i. Resource Savings List that details the energy efficiency, electrification, demand response, renewable energy, water conservation and emission reduction projects. This list will detail the required capital investment, projected payback and cost

savings, and associated emission reductions associated with each project. This list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.

- ii. Resilience Projects List that details recommended resilience projects. This list should detail the capital investment and estimated resilience benefit. Again, this list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.
- iii. EV Charging Project List that details any recommendations associated with future EV charging installations. This list should detail recommended service upgrades or other accommodations required as well as an estimate of installation costs, estimated energy and demand charges and emission reductions. Again, this list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.

E. Design Standard Recommendations

1. The Contractor will identify any construction or remodeling standards that the County should adopt to support progress in reducing emissions, including any protocols for integrating electric vehicle charging into County facilities.

F. Ongoing Energy and Emissions Management Recommendations

1. The Contractor will recommend any changes to the County's processes for monitoring and managing facility energy or water use that would support progress in reducing emissions. Recommendations should include discussion of energy-monitoring software, participation in utility, state and federal programs (including Focus on Energy and Energy Star Portfolio Manager) and any other relevant opportunities.

G. Stakeholder Meetings

1. The Contractor will meet with the Project Team on a monthly basis to review progress of the project and resolve any outstanding issues.

H. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and 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 nine (9) distinct sections or divisions:

1. Attachment A – Vendor Information
2. Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

3. A brief narrative statement that confirms vendor's understanding of, and agreement to provide the services and tangible work products necessary to achieve the objectives of the project.
4. Specify individuals who will be conducting audits, doing modeling and contributing in substantive ways to the Comprehensive Energy Assessment. Focus on capabilities of your team to address:
 - i. Major building systems and upgrade opportunities across the building types included in Appendix A
 - ii. Local government clean energy and resilience efforts
 - iii. Building-level energy efficiency modeling and recommendations
 - iv. Building-level demand response modeling and recommendations
 - v. Building-level electrification recommendations
 - vi. Net-zero energy and net-zero energy ready building strategies
 - vii. Integrating electric vehicle charging into facilities
 - viii. Renewable energy and battery storage system recommendations
 - ix. Water conservation recommendations
 - x. Estimating emission reductions associated with clean energy projects
 - xi. Best practices in ongoing energy and demand management

5. Describe your proposed approach to accomplishing the requirements described in Section 2.2C. Discussion should include the vendor's approach to:

- i. Benchmarking facilities
- ii. Finalizing audit plan and schedule
- iii. Conducting investment grade and walk through audits, including preferred energy modeling software and the potential for delivering interim audit results while other audits are ongoing
- iv. Identifying innovative strategies to reduce emissions
- v. Identifying climate resilience opportunities
- vi. Summarizing capital investments across all facilities
- vii. Providing design and energy management recommendations to County staff

Confirm your commitment to delivering an investment grade audit for the Tier 1 Facilities and a walk-through audit for each facility on the Tier 2 Facilities list. Describe your approach and related pricing for integrating additional buildings from the Tier 3 facilities list, if funding is available.

Include a description of the project management and communication tools you will use with the County Project Team as part of this project.

6. Provide a proposed project timeline that includes at least the following:
 - i. Benchmark findings
 - ii. Tier 1 Facility Audits
 - iii. Tier 2 Facility Audits
 - iv. Climate Resilience Recommendations
 - v. Recommendations on Dane County Design and Energy Management Practices
7. List three (3) of your current or recent major clients. Include at least one organization that you provide services to that are comparable to Dane County government's requirements for this project. For each client indicate:
 - i. Number of years as a client

- ii. Contact names and numbers
 - iii. Client business type
 - iv. Services your company provides and relevant metrics of success
 - v. Specify the energy modeling software and any other specific tools you used for the project.
8. Fees for services shall be stated as separate fixed fees for each tier of facilities.
9. State clearly any limitations you wish to include in *Draft Professional Services Agreement* and advise of any conditions that you may have.

B. Dane County will interview short-listed firms' project team.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Technical Requirements - Scope	40%
Project Timeline	10%
Staff & Organizational Qualifications	30%
References	5%
<u>Pricing / Cost Proposal</u>	<u>15%</u>
Total	100%

5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Draft Professional Services Agreement*.
- B. Fees for services shall be stated as two (2) separate fixed fees for 1) Tier 1 Facilities and 2) Tier 2 Facilities and the other deliverables in the proposal.

6. FACILITY TOUR

- A. A vendor conference will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP are strongly encouraged to attend the vendor conference.

7. OWNER'S RESPONSIBILITY

- A. Dane County will provide all available building, site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected A/E firm. These drawings and specifications may not be complete or in an as-built condition. A/E firm will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary hazardous material protection or abatement.

8. TIMETABLE

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates

and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
February 8, 2022	RFP issued
March 1, 2022 - 2:00 p.m.	Written inquiries due
March 9, 2022	Latest addendum (if necessary)
March 15, 2022- 2:00 p.m.	Proposals due
March 24, 2022 (estimated)	Oral presentations / interviews for invited proposing companies
March 25, 2022 (estimated)	Notification of intent to award sent out
April 30, 2022 (estimated)	Project begins
June 15, 2022 (estimated)	Benchmarking due

9. ADDITIONAL INFORMATION

- A. Dane County Public Works Engineering Division, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Kathy Kuntz, Director, Office of Energy & Climate Change, 608.283.1477, Kuntz.kathryn@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, March 22, 2022.
- 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



Department of Administration
Public Works Engineering Division

608/266-4018

Greg Brockmeyer
Director of Administration

Joseph T. Parisi
County Executive

Director of Public Works
Todd Draper

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

https://pwht.countyofdane.com/public_works.aspx#engineering

SECTION 00 42 13

PROPOSAL FORM

PROPOSAL NO. 322007

**PROJECT: COMPREHENSIVE ENERGY & EMISSIONS ASSESSMENT
DANE COUNTY FACILITIES**

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

SIGNATURE: _____

(Proposal is invalid without signature)

Print or Type Name: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

Addendum No(s). _____ through _____

Dated _____

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:

danepurchasing.com/Account/Login?

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: _____

Project No.: 322007

Agreement No.: _____

THIS AGREEMENT is between the County of Dane, by its Department of Administration, Public Works Division and Office of Energy & Climate Change, hereinafter referred to as "COUNTY", and Consultant Name, Address, City, State, Zip, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY proposes securing consulting services for a project described as follows:

Comprehensive Energy & Emissions Assessment

WHEREAS, COUNTY deems it advisable to engage the services of the CONSULTANT to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the CONSULTANT represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the CONSULTANT have executed this Agreement as of the above date.

CONSULT. Firm Name

COUNTY OF DANE

Signature

Date

Joseph T. Parisi, County Executive

Date

Printed Name

Scott McDonell, County Clerk

Date

Title

Federal Employer Identification Number (FEIN)

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. Benchmark Building Energy, Water and Emissions:	4
2.C. Facility Audits:	4
2.D. Best Practices for Non-Audited Spaces:.....	5
2.E. Lists of Capital Investment Priorities:	5
2.F. Design Standard Recommendations:.....	6
2.G. Ongoing Energy and Emissions Management Recommendations:.....	6
2.H. Stakeholder Meetings:	6
3. ARTICLE 3: COUNTY'S RESPONSIBILITIES	6
4. ARTICLE 4: COMPENSATION.....	7
5. ARTICLE 5: ACCOUNTING RECORDS	10
6. ARTICLE 6: TERMINATION OF AGREEMENT	10
7. ARTICLE 7: OWNERSHIP OF DOCUMENTS.....	10
8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION.....	10
9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE	10
10. ARTICLE 10: OTHER INSURANCE.....	11
11. ARTICLE 11: MISCELLANEOUS PROVISIONS	11
12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT	12
ATTACHMENT B.....	14

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 "CONSULTANT" shall be governed by the following Terms and Conditions.
- 1.B. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

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

1.K.1) Project Planning Team = Dane County staff from the Office of Energy & Climate Change, Department of Administration Public Works Engineering Division, Department of Administration Facilities Division. Occasionally, others may be asked to join or provide input to this team.

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

2.A. General:

2.A.1) Services are to be provided by the consultant include the following deliverables:

Benchmark Building Energy, Water and Emissions
Facility Audits
Best Practices for Non-Audited Spaces
Lists of Capital Investment Priorities
Design Standard Recommendations
Ongoing Energy and Emissions Management Recommendations
Stakeholder Meetings

2.A.2) An assigned COUNTY Office of Energy & Climate Change staff person will be the CONSULTANT'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 CONSULTANT shall create a log of all COUNTY and CONSULTANT 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 term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Benchmark Building Energy, Water and Emissions:

2.B.1) Dane County uses Energy CAP and ENERGY STAR Portfolio Manager to track energy and water usage in all County facilities. The CONSULTANT will use existing Dane County data to benchmark energy and water usage as well as emissions against comparable buildings in comparable climates.

2.B.2) The CONSULTANT will present the benchmarking data to the Project Team. The Contractor will use the benchmarking data to propose any modifications to the audit plan included in the project contract. Any changes to the audit plan in the contract are subject to approval by the Project Team.

2.C. Facility Audits:

2.C.1) Consistent with the audit plan approved by the Project Team, the Contractor will conduct investment grade and walk through audits on Dane County facilities. Contractor will identify opportunities to

- 2.C.1) a. reduce energy usage, energy demand, water usage and emissions, including through beneficial electrification
- 2.C.1) b. increase County resilience at that facility
- 2.C.1) c. integrate electric vehicle charging into the facility
- 2.C.2) For all identified resource savings opportunities, the Contractor will use a vetted building energy model to estimate project cost and associated resource savings, specifying resource and dollar savings as well as associated greenhouse gas emission reductions. All projections should take into account anticipated changes in utility fuel mix and the associated changing greenhouse gas impacts.
- 2.C.3) For all resilience opportunities, the Contractor will identify resilience risks and recommend strategies to reduce those risks. Risk assessment should focus on natural disaster risks exacerbated by climate change including but not limited to high precipitation events, high heat events and power outages. For all identified risks, the Contractor will summarize the existing risk as well as the cost and benefits of the proposed solution, including changes in resource use and emissions.
- 2.C.4) Relative to electric vehicle charging, the Contractor will identify any service upgrades necessary to accommodate County vehicle charging at that facility based on the types of vehicles and usage patterns typical for that location. Contractor will identify recommended service upgrades or other accommodations required as well as an estimate of installation costs, estimated energy and demand charges and emission reductions.

2.D. Best Practices for Non-Audited Spaces:

- 2.D.1) The Contractor will recommend best practices for opportunities to reduce energy, water and emissions in the spaces not audited.

2.E. Lists of Capital Investment Priorities:

- 2.E.1) The Contractor will develop three lists of recommended capital investments:

- 2.E.1) a. Resource Savings List that details the energy efficiency, electrification, demand response, renewable energy, water conservation and emission reduction projects. This list will detail the required capital investment, projected payback and cost savings, and associated emission reductions associated with each project. This list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process. Drawings and specifications.

- 2.E.1) b. Resilience Projects List that details recommended resilience projects. This list should detail the capital investment and estimated resilience benefit. Again, this list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.

- 2.E.1) c. EV Charging Project List that details any recommendations associated with future EV charging installations. This list should detail recommended service upgrades or other accommodations required as well as an estimate of installation costs, estimated energy and demand charges and emission reductions. Again, this list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.

2.F. Design Standard Recommendations:

2.F.1) The Contractor will identify any construction or remodeling standards that the County should adopt to support progress in reducing emissions, including any protocols for integrating electric vehicle charging into County facilities.

2.G. Ongoing Energy and Emissions Management Recommendations:

2.G.1) The Contractor will recommend any changes to the County's processes for monitoring and managing facility energy or water use that would support progress in reducing emissions. Recommendations should include discussion of energy-monitoring software, participation in utility, state and federal programs (including Focus on Energy and Energy Star Portfolio Manager) and any other relevant opportunities.

2.H. Stakeholder Meetings:

2.H.1) The Contractor will meet with the Project Team on a monthly basis to review progress of the project and resolve any outstanding issues.

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 CONSULTANT data known to COUNTY or requested by the CONSULTANT, which may be needed for the fulfillment of the professional responsibility of the CONSULTANT. 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 CONSULTANT shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the CONSULTANT from the responsibility for conducting a field survey to verify existing conditions as specified herein.

3.D. COUNTY will communicate to the CONSULTANT the format of the documents required to be submitted.

3.E. COUNTY will examine documents submitted by the CONSULTANT and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the CONSULTANT's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the CONSULTANT.

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 CONSULTANT, 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. CONSULTANT 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 CONSULTANT separate lump sum fees of \$[] for Tier 1 Facilities and \$[] for Tier 2 Facilities and other deliverables.

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

4.B.1) Supplementing the project with audits of one or more facilities on the Tier 3 Facility list shall be compensated based on the following pricing schedule

Investment Grade Audit	Walk Through Audit

4.B.2) 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:

DRAFT

[]

[]

[]

4.B.3) Other design staff shall be billed at these fixed rates:

Senior engineer: \$[] per hour

Junior engineer: \$[] per hour

Senior designer: \$[] per hour

Junior designer: \$[] per hour

Drafting: \$[] per hour

Clerical: \$[] per hour

4.B.4) 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 CONSULTANT's Agreement.

4.D.1) a. Conducting Investment Grade or Walk Through Audits of one or more facilities on the Tier 3 Facilities list.

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

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

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

- 4.D.1) e. 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 CONSULTANT or its consultants.
- 4.D.1) f. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.
- 4.D.1) g. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
- 4.D.1) h. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the CONSULTANT is party thereto.
- 4.D.1) i. Providing historical preservation research or documentation.
- 4.D.1) j. Participation in post-project evaluations.
- 4.D.1) k. Preparing multiple bid packages.

4.E. Payments to the CONSULTANT:

4.E.1) Payments of the CONSULTANT'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.

Benchmark Building Energy, Water and Emissions	10%
Facility Audits	30%
Best Practices for Non-Audited Spaces	10%
Lists of Capital Investment Priorities	20%
Design Standard Recommendations	10%
Ongoing Energy and Emissions Management Recommendations	10%

4.E.2) No more than ninety percent (90%) of the CONSULTANT's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that all deliverables have been satisfactorily completed by the CONSULTANT, 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 CONSULTANT as defined in Article 4.D., will be made monthly upon request.

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

4.E.5) Payments to the CONSULTANT 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 CONSULTANT 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.

5. ARTICLE 5: ACCOUNTING RECORDS

5.A. Records of the CONSULTANT'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 CONSULTANT.

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 CONSULTANT. In the event of termination, the CONSULTANT 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 CONSULTANT and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the CONSULTANT.

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 CONSULTANT or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the CONSULTANT'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 CONSULTANT.

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 CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

9.A. The CONSULTANT 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 CONSULTANT shall provide up-to-date, accurate professional liability information on the CONSULTANT's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the CONSULTANT 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 CONSULTANT shall not cancel or materially alter this coverage without prior written approval by COUNTY. The CONSULTANT shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. The CONSULTANT 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 CONSULTANT'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. Insurance may be met by a combination of primary and excess coverage.

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 CONSULTANT 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. Insurance may be met by a combination of primary and excess coverage.

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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT.
- 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, CONSULTANT 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). CONSULTANT 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 CONSULTANT has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's Plan is sufficient.

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

12.B.3) CONSULTANT shall post the Equal Opportunity Policy, the name of CONSULTANT'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. CONSULTANT 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) CONSULTANT shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: _____

Project No.: 322007

Agreement No.: _____

THIS AGREEMENT is between [A/E Name], hereinafter called "A/E", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Comprehensive Energy & Emissions Assessment

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the AME which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

CONSULTANT Firm Name _____

A/E Firm Name _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Providing the following services:

Provide a Comprehensive Energy and Emissions Assessment on Dane County Facilities

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

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

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

Include this completed Certification with your bid, application or proposal.

END OF SECTION

Attachment A – Lists of Dane County Facilities

Tier 1 Facilities

Name	Year Built	Street Address	Municipality	Property Type	Area Sq Ft
Badger Prairie Health Care Center	2011	1100 E Verona Avenue	Verona	Residential Care Facility	117,762
Consolidated Food Services	1994	1000 E Verona Blvd	Verona	Food Service	24,683
Medical Examiner	2017	3111 Luds Lane	McFarland	Medical Office	23,700
Parks Administration (Parks Shop)	2001	4318 Robertson Road	Madison	Repair Services	28,062
Highway Garage (East District Campus)	2016	3103 Luds Lane	McFarland	Repair Services	74,635

Tier 2 Facilities

Name	Year Built	Street Address	Municipality	Property Type	Area Sq Ft
City County Building	1956	210 Martin Luther King Jr Blvd	Madison	Office	473,959
Highway Administration (Fish Hatchery)	1938	2302 Fish Hatchery Road	Madison	Office	60,196
Alliant Energy Center Administration	1968	1919 Alliant Way	Madison	Office	6,644
Henry Vilas Zoo Exhibits	Varies	702 S Randall Avenue	Madison	Zoo	varies
Northport Human Services	1929	1202 Northport Drive	Madison	Office	69,664
Northeast Precinct Office	N/A	4804 Mueller Road	Windsor	Office	7,000

Tier 3 – Alternate Bid Facilities

Name	Year Built	Street Address	Municipality	Property Type	Area Sq Ft
Public Safety Building	1994	115 W. Doty Street	Madison	Prison/Incarceration	186,732
Ferris Center	1981	2120 Rimrock Road	Madison	Prison/Incarceration	14,000
Juvenile Shelter Home	1965	2402 Atwood Avenue	Madison	Residential Care Facility	7,968
Southeast Precinct Office	N/A	2354 Co Hwy N	Stoughton	Office	N/A
West Precinct Office	N/A	7555 W Old Sauk Rd	Middleton	Office	3,500
Emergency Management Facility	N/A	5415 King James Way	Fitchburg	Office	16,920
Library Services	N/A	1874 Stoughton Rd	Madison	Office	9,800
Dane County Courthouse	2005	215 S Hamilton Street	Madison	Courthouse	255,549
Fen Oak Road Complex	1996	1 Fen Oak Road	Madison	Office	30,100
Job Center	1967	1801 Aberg Avenue	Madison	Office	63,504
Saddlebrook Facility	N/A	5668 Woodland Drive	Waunakee	Warehouse	N/A
Westport Training Center	N/A	5184 WI Hwy 19	Waunakee	Law Enforcement	N/A
Roth Street Shelter House	N/A	1738 Roth Street	Madison	Shelter	4,459
Dane Arts Mural Arts	N/A	5004 Allis Avenue	Madison	Warehouse	2,600
Stoughton Human Services	1980	125 Veterans Way	Stoughton	Office	10,072
Highway Garage (Mt Horeb)	1951	9932 County Road ID	Mt Horeb	Repair Services	5,240
Highway Garage (Springfield)	2004	6159 US Highway 12	Springfield Corners	Repair Services	21,200
Highway Garage (Stoughton)	1954	2520 County Road N	Stoughton	Repair Services	9,160
Badger Prairie Needs Network	2000	1200 Verona Blvd	Verona	Distribution Center	7,629
Beacon Day Resource Center		615 E Washington Ave	Madison	Day shelter	12,500
AEC Arena	1975	1919 Alliant Way	Madison	Convention Center	30,138
AEC Exhibition Hall	1995	1919 Alliant Way	Madison	Convention Center	260,153
AEC Coliseum	1967	1919 Alliant Way	Madison	Convention Center	178,882
AEC Pavilion 1	2014	1919 Alliant Way	Madison	Convention Center	100,420
AEC Pavilion 2	2014	1919 Alliant Way	Madison	Convention Center	204,715
AEC UW Locker Room	1994	1919 Alliant Way	Madison	Fitness Center/Health Club/Gym	10,750
Airport Industrial Building 1	1978	3521-3527 International Lane	Madison	Transportation Terminal/Station	15,000
Airport Maintenance Building 1	1990	2601 Darwin Road	Madison	Transportation Terminal/Station	35,384
Airport Maintenance Building 2	2014	2519 Grim Street	Madison	Transportation Terminal/Station	60,753
Airport Terminal	1965	4000 International Lane	Madison	Transportation Terminal/Station	225,884