



County Executive
Kathleen M. Falk

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

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

Commissioner / Director
Gerald J. Mandli

July 10, 2008

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 108088 to provide professional engineering design services for the Public Safety Communications Center Infrastructure Upgrades Design Phase in the City-County Building. The Proposals are due on or before **2:00 PM, Thursday, July 31, 2008**.

PROJECT BACKGROUND

The 911 Center currently operates with thirteen (13) consoles. These consoles are currently be upgraded & modernized. Additional consoles are also being added the Center. This will require the utilities & other support infrastructure to be modernized & upgraded. This project will analyze the Center, design & specify the necessary upgrades & oversee the construction to be done in the next project phase. Dane County will put out the resulting design of this project for competitive bids.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and five (5) bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 108088
Public Safety Communications Center Infrastructure Upgrades Design Phase
2:00 PM, Thursday, July 31, 2008"
4. Mail to:
Scott Carlson, Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Scott Carlson at 608/266-4179.

Sincerely,
Scott Carlson
Project Engineer

Encl.: Request for Proposals No. 108088 Package

DOCUMENT INDEX FOR RFP NO. 108088

PROPOSAL REQUIREMENTS

- Cover Letter
- Documents Index and Dane County Vendor Registration Program
- Invitation to Propose (Legal Notice)
- Signature Page
- Fair Labor Practices Certification
- Requested Services and Business Information
- Sample Agreement for Professional Services
- Sample Agreement for Professional Services Schedules

DRAWINGS

To be printed to correct scale or size, plot sheets on 8.5" x 11" (A) paper.
Figure 1 - 911 Center Floor Plan

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders / proposers wishing to submit a bid / proposal should be registered with Dane County Purchasing before bid / proposal opening & must be registered before award of contract. Complete a Vendor Registration Form at www.danepurchasing.com, or obtain one by calling 608/266-4131.

LEGAL NOTICE

INVITATION TO PROPOSE

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

2:00 P.M., THURSDAY, JULY 31, 2008

REQUEST FOR PROPOSALS NO. 108088
PUBLIC SAFETY COMMUNICATIONS CENTER
INFRASTRUCTURE UPGRADES DESIGN PHASE
CITY-COUNTY BUILDING
MADISON, WISCONSIN

Dane County is inviting Proposals for engineering design services. This project will evaluate, recommend, design & oversee facility improvements to support communications equipment expansion & upgrades. Only firms with capabilities, experience & expertise with similar projects should request this packet & submit Proposals.

Request for Proposals package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from www.countyofdane.com/pwht/bid. Please call Scott Carlson, Project Engineer, at 608/266-4179, for any questions or additional information.

All Proposers wishing to submit Proposals should be registered vendor with Dane County Purchasing before proposal opening & must be registered before award of contract. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608/266-4131.

Proposers facility tour will be held on July 22, 2008 at 9:00 AM at City-County Building, 210 Martin Luther King, Jr. Blvd., Madison, starting in Room 111. Proposers are required to attend this mandatory tour in order to propose on the Work.

PUBLISH: JULY 10 & JULY 17, 2008 - WISCONSIN STATE JOURNAL
JULY 14 & JULY 21, 2008 - WESTERN BUILDER



SIGNATURE PAGE

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

| | | | |
|---|-----------------------------------|--------------------------------|--------------------------|
| COMMODITY / SERVICE: PUBLIC SAFETY COMMUNICATIONS CENTER INFRASTRUCTURE UPGRADES DESIGN PHASE | | | |
| REQUEST FOR PROPOSAL NO.: 108088 | PROPOSAL OPENING DATE: 7/31/08 | BID BOND: N/A | PERFORMANCE BOND: N/A |
| PROPOSAL INVALID WITHOUT SIGNATURE | | | |
| THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH. | | | |
| SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print) | | DATE: | |
| SUBMITTED BY: (Typed Name) | | TELEPHONE: (Include Area Code) | |
| COMPANY NAME: | | | |
| ADDRESS: (Street, City, State, Zip Code) | | | |

CONTRACT COMPLIANCE PROGRAM WORKSHEET

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

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

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

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

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

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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

REQUESTED SERVICES AND BUSINESS INFORMATION

A. Dane County is inviting proposals for professional engineering services for the Public Safety Communications Center Infrastructure Upgrades Design Phase.

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

1. Adhere to Dane County Green Building Policy in every phase of the Work (from Facility Study through Start-Up).
2. Facility Study:
 - a) Evaluate & analyze existing facility & systems by surveying & in review meetings with Owner. Provide report with verbal description of evaluation & analysis. The needs of these systems shall be addressed:
 - 1) Electrical (for each workstation, modified training / conference room & entire Comm Center): power, signal, circuiting, UPS (current system needs replacement), etc.;
 - 2) Architectural: ADA & other code issues, flooring, acoustical wall treatments, & adding raised flooring to training / conference room;
 - 3) Fire protection: code & safety issues (fire, smoke, suppression, sprinkling) in Comm Center & under raised floor;
 - 4) HVAC: heat loss / heat gain calculations based on facility after infrastructural upgrades, & system component (e.g., chillers, pumps, air handlers, etc.) evaluation for meeting current & future needs;
 - 5) Lighting: new system for side walls & potentially ceiling;
 - 6) Other systems & components as determined by designer as necessary or advisable to modify or upgrade; and
 - 7) Develop separate section in report describing code compliance requirements.
 - b) Propose recommended replacements / upgrades for systems & components:
 - 1) Provide listing and verbal description of proposed recommendations;
 - 2) Provide preliminary cost estimate for recommended upgrades:
 - Assume 22 workstation Comm Center (include all communications equipment required for workstations);
 - Itemize estimate according to system or component (Owner to provide spreadsheet with breakdown); and
 - Accuracy to be +/- 20%.
3. Design Development documents:
 - a) Owner to provide designer with approved listing of replacements / upgrades for systems & components;
 - b) Create working design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, controls, telecommunications, fire protection, security and utility services, as appropriate to the Work:
 - 1) Include relocation / integration of all existing workstation systems and work with appropriate consultants:
 - phone systems: AT&T
 - radio systems: DC Radio Shop
 - computer / internet / other systems: DC Info Management
 - existing / future infrastructure: DC Facilities Management

- c) Design Development level cost estimates.
4. Construction Documents:
- a) Final design drawings and specifications for Dane County review, input and modifications; design to include all building architectural, structural, mechanical, electrical, plumbing, controls, telecommunications, fire protection, security and utility services, as appropriate to the Work;
 - b) Detailed cost estimates; and
 - c) Final Construction Documents; all drawings and specifications to be stamped by professional architect and/or engineer and State approved.
5. Bidding Process:
- a) Represent Dane County throughout process;
 - b) Modify project design as required by Dane County Agreement; and
 - c) Provide details for any Addenda, Change Orders or Construction Bulletins.
6. Construction:
- a) Coordinate project and start-up with Dane County Public Works Project Engineer;
 - b) Develop phasing plan to keep Comm Center active, fully operational and minimize disturbances during entire project;
 - c) Work with furniture vendor and installing contractor to coordinate workstation installation;
 - d) Oversee installation of all Owner approved systems and components;
 - e) Construction inspection (three inspections/week - minimum) and weekly construction meetings including construction meeting minutes;
 - f) Approve material submittals;
 - g) Process construction documents such as pay requests, change orders and shop drawings;
 - h) Development and completion of project punch list;
 - i) Training Dane County staff for building and systems operations; and
 - j) Provide Owner with complete Record Drawings documenting all infrastructural upgrades.
7. Obtain all necessary registrations, licenses, occupancy permits, certificates of inspection reports, or other administrative work from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement.
- C. Interested consultants are requested to submit the following information in their proposal, in nine distinct divisions:
- 1. Description of firm's qualifications, experience, organization and resources.
 - 2. Listing of at least three facility study and construction projects completed by their company that are similar to the one being proposed. If project does not include both a facility study and construction project, then list three facility studies and three construction projects. Particular attention will be paid to renovation projects completed at or within an existing building. Listing shall include for each project:
 - a) Brief description of the project including services provided (e.g., structural design, construction management, architectural design, MEP engineering, etc.);
 - b) Detail the proposing company's role(s) in the project; and
 - c) Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);

3. Sample, or example, of completed facility study similar in scope to what is being called for here. Names & costs may be blacked out or whited out to conceal private or proprietary information.
 4. Description of planning and design techniques to be used in approaching the project.
 5. List of staff that will be committed to the Work with their professional resumes. Staff may be interviewed if firm is short-listed.
 6. Listing of other consultants, contractors or subcontractors who may participate in this Work and their area of expertise.
 7. Indicate availability and tentative timetable for the Work, final design and construction phases.
 8. Two (2) fees for services: A) stated as fixed fee for Facility Study Phase; and B) stated as percentage of total construction cost for design services for Design Development Phase through Start-Up / Troubleshooting Phase.
 9. State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.
- D. A proposing company facility tour will be held on July 22, 2008 at 9:00 AM at the City-County Building, 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin, starting in Room 111. This cursory tour will go until approximately 10:00 AM. Attendance at this tour is mandatory for proposing companies to be considered for this Work.
- E. Dane County will provide all available building site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected engineering firm. These drawings and specifications may not be complete or in an as-built condition. Engineering firm will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary asbestos abatement.
- F. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE | EVENT |
|--------------------------------|---|
| July 10, 2008 | RFP issued |
| July 22, 2008 @ 9:00 AM | Mandatory facility tour |
| July 23, 2008 @ 2:00 PM | Written inquiries due |
| July 25, 2008 | Addendum (if necessary) |
| July 31, 2008 @ 2:00 PM | Proposals due / opened |
| August 5, 2008 (estimated) | Oral presentations / interviews for invited proposing companies |
| August 11, 2008 (estimated) | Notification of intent to award sent out |
| September 15, 2008 (estimated) | Contract start date |
| October 14, 2008 (estimated) | Facility Study done |
| November 4, 2008 (estimated) | Design Development documents done |
| November 18, 2008 (estimated) | Construction Documents done / Request for Bids let |

| | |
|-------------------------------|-------------------------------|
| December 18, 2008 (estimated) | Bids opened |
| January 16, 2009 (estimated) | Bid approval process complete |
| January 19, 2009 (estimated) | Construction begins |

- G. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- H. Information regarding this project may be obtained from Scott Carlson - Public Works Project Engineer, 608/266-4179.
- I. If RFP documents are obtained from the Dane County web site, proposing company is responsible to check back regularly at the web site for Addenda.
- J. **All Proposals must be submitted by 2:00 P.M., Thursday, July 31, 2008.**
- K. Dane County reserves the right to accept or reject any Proposal submitted.
- L. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this Work, a timetable and the basis of their fee schedule.
- M. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.
- N. Dane County is an Equal Opportunity Employer.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DANE
COUNTY PUBLIC SAFETY COMMUNICATIONS CENTER INFRASTRUCTURE
UPGRADES DESIGN PHASE IN MADISON, WISCONSIN**

RFP NO. 108088

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

WHEREAS, OWNER intends to construct Public Safety Communications Center Infrastructure Upgrades in City-County Building; and

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

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

SAMPLE

ARTICLE 1

ENGINEER’S SERVICES

BASIC SERVICES

(1) ENGINEER’S Basic Services with respect to design and construction of Dane County Public Safety Communications Center Infrastructure Upgrades (hereinafter, “the Project”) shall be as set forth in Schedule A and Schedule C. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A and C.

STUDY PHASE

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

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

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

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

DESIGN DEVELOPMENT PHASE

(6) ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project. Decisions regarding actual scope of work shall be derived from results of Facility Study and OWNER'S priorities.

(7) ENGINEER shall prepare Design Development Documents consisting of drawings and other documents to fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including site, utility, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well and waste treatment systems. Design Development Documents shall be submitted to OWNER for written Approval.

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

CONSTRUCTION DOCUMENTS PHASE

(9) Based on approved Design Development Documents, ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. OWNER shall prepare necessary invitation and instructions to bidders, bidding forms, form of Contract between OWNER and Contractor, [Conditions of Contract, General Conditions of Contract], and Supplementary Conditions. Drawings, Specifications and other documents prepared under this Construction Document Phase shall be submitted to OWNER for written Approval.

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

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

BIDDING OR NEGOTIATION PHASE

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

CONSTRUCTION PHASE

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

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

(15) ENGINEER, as representative of OWNER during Construction Phase, shall advise and consult with OWNER and all of OWNER'S instructions to Contractor shall be issued

through ENGINEER. ENGINEER shall have authority to act on behalf of OWNER to extent provided in this Agreement unless otherwise modified in writing.

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

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

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

(19) ENGINEER shall be, in first instance, interpreter of requirements of Construction Documents and shall make recommendations on all claims of OWNER or Contractor relating to execution and progress of the Project and on all other matters or questions relating thereto.

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

(20) ENGINEER shall have authority to reject work that does not conform to Construction Documents. Whenever, in ENGINEER'S reasonable opinion, ENGINEER considers it necessary or advisable to insure proper implementation of intent of Construction Documents, ENGINEER will have authority to require reasonable number of inspections or testing of any work in accordance with provisions of Construction Documents whether or not such work be then fabricated, installed or completed.

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

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

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

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

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

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

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

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

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

START-UP / TROUBLESHOOTING PHASE

(30) ENGINEER shall provide necessary assistance and expertise in initial start-up, testing, adjusting and balancing, and troubleshooting of any equipment or system.

(31) ENGINEER shall provide necessary assistance and expertise in preparation of operation and maintenance manuals, and training personnel for operation and maintenance.

ARTICLE 2

OWNER'S RESPONSIBILITIES

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

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

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

- (4) OWNER shall expeditiously furnish information required hereunder:
 - (a) Available existing facility drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

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

(2) Actual or probable construction cost is to be used as basis for determining ENGINEER'S compensation under this Agreement.

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

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

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

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

reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.

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

- (a) Give written approval to proceed with the Project at said bid amount; or
- (b) Authorize re-bidding the Project within reasonable time and cooperate with ENGINEER in revising the Project scope to reduce cost of the Project to amount not in excess of cost of construction set forth in construction cost estimate approved at Design Development Phase (including adjustments approved at Construction Documents Phase plus amount of construction contingency).

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

ARTICLE 4

DIRECT PERSONNEL EXPENSE

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

ARTICLE 5

REIMBURSABLE EXPENSES

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

Reimbursable Expenses shall be directly billed to OWNER and may include following:

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

ARTICLE 6
PAYMENTS TO ENGINEER

SAMPLE

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

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

| | |
|---------------------------------|------|
| Draft version of Facility Study | 50% |
| Final version of Facility Study | 100% |

(3) Fee for services to be provided under Design Development Phase through Start-Up / Troubleshooting Phase of this Agreement is fixed at [X.X%] of total construction cost.

- (a) Initial payments will be made based on cost estimates developed for the Project's current Phase; and
- (b) Final payments will be made based on actual total construction cost plus / minus all OWNER initiated change orders.

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

| | |
|------------------------------|------|
| Design Development Phase | 30% |
| Construction Documents Phase | 50% |
| Bidding or Negotiation Phase | 65% |
| Construction Phase | 100% |

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

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

ARTICLE 7

ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 8

TERMINATION OF AGREEMENT

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

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

- (3) What follows shall constitute grounds for immediate termination:
- (a) Violation by ENGINEER of any State, Federal or local law, or failure by ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;
 - (b) Failure by ENGINEER to carry applicable licenses or certifications as required by law;
 - (c) Failure of ENGINEER to comply with reporting requirements contained herein; or
 - (d) Inability of ENGINEER to perform the Project provided for herein.

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

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

ARTICLE 9

OWNERSHIP OF DOCUMENTS

- (1) Draft version of Study shall become property of OWNER. ENGINEER shall furnish OWNER with:
- (a) Electronic copy of Draft version of Study in Word 2000 (or earlier version) on CD;
 - (b) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Study on CD; and
 - (c) Electronic copy of Draft version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD;

minimize pdf file size by converting files rather creating scan of printouts.

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

- (a) Original unbound copy of Final version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;
 - (b) Five (5) regular bound copies of Final version of Study in 8½ x 11 and / or 11 x 17 format;
 - (c) Electronic copy of Final version of Study in Word 2000 (or earlier version) on CD;
 - (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of Study on CD; and
 - (e) Electronic copy of Final version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD;
- minimize pdf file size by converting files rather creating scan of printouts.

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

- (a) Three (3) regular bound copies of final Design Development Phase Drawings;
- (b) Three (3) regular bound copies of final Design Development Phase Project Manual (Specifications) in 8½ x 11 format;
- (c) Electronic version of final Design Development Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

- (d) Three (3) regular bound copies of 80% Review Construction Document Phase Drawings;
- (e) Three (3) regular bound copies of 80% Review Construction Document Phase Project Manual (Specifications) in 8½ x 11 format;
- (f) Electronic version of 80% Review Construction Document Phase Documents (Drawings in AutoCAD 2007 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;
- (g) Original unbound tracings of both final Construction Document Phase Drawings and As-Built Drawings in reproducible prints;
- (h) One (1) regular bound copy of final Construction Document Phase Drawings to be submitted by ENGINEER to State of Wisconsin for stamped approval;
- (i) Three(3) regular bound copies of final As-Built Drawings;
- (j) Electronic version of both final Construction Document Phase Drawings and As-Built Drawings in AutoCAD 2007 (or earlier version) on CD;
- (k) Electronic version of final Construction Document Phase Drawings in Adobe PDF 7.0 (or earlier version) on CD;
- (l) Original unbound copy of both final Construction Document Phase Project Manual (Specifications) and final As-Built Project Manual in reproducible 8½ x 11 format;
- (m) One (1) regular bound copy of final Construction Document Phase Project Manual to be submitted by ENGINEER to State of Wisconsin for stamped approval;
- (n) Three (3) regular bound copies of final As-Built Project Manual;
- (o) Electronic version of both final Construction Document Phase Project Manual and final As-Built Project Manual in Word 2000 (or earlier version) on CD; and

- (p) Electronic version of final Construction Document Phase Project manual in Adobe PDF 7.0 (or earlier version) on CD;

ARTICLE 10

SUCCESSORS AND ASSIGNS

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

ARTICLE 11

EXTENT OF AGREEMENT

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

ARTICLE 12

GOVERNING LAW

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

ARTICLE 13

ENGINEER'S LIABILITY INSURANCE

(1) ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and

representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ENGINEER furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ENGINEER under this paragraph shall survive expiration or termination of this Agreement.

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

or other proceeding. ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

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

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

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

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or

breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

ARTICLE 15

NONDISCRIMINATION

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

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

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

(4) ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will

permit access to its books, records, and accounts by OWNER and OWNER'S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16

CIVIL RIGHTS COMPLIANCE

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

(2) ENGINEER agrees to comply with OWNER'S civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by OWNER, including examination of records and relevant files maintained by ENGINEER.

ENGINEER agrees to furnish all information and reports required by OWNER as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with OWNER in developing, implementing, and monitoring corrective action plans that result from any reviews.

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

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

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

ARTICLE 17

LIVING WAGE

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

(2) If any payroll records of ENGINEER contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with provisions of Chapter 25.015 of Dane County

Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny ENGINEER right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

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

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

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

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

- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When ENGINEER is school district, municipality, or other unit of government;
- (c) When employees are persons with disabilities working in employment programs and ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ENGINEER is paying wage higher than minimum wage;
- (d) When individual receives compensation for providing services to family member;
- (e) When employees are student interns;
- (f) When ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and
- (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 18

MISCELLANEOUS

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

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

(3) This Agreement is intended to be agreement solely between parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of parties.

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

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

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

* * * * *

FOR ENGINEER:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

SAMPLE

* * * * *

FOR OWNER:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date

SCHEDULES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DANE COUNTY PUBLIC SAFETY COMMUNICATIONS CENTER INFRASTRUCTURE UPGRADES DESIGN PHASE IN MADISON, WISCONSIN

RFP NO. 108088

SCHEDULE "A"

A. Engineer's Scope of Services Summary:

1. Facility Study.
2. Design Development documents.
3. Detailed cost estimates.
4. Preparation of final design for Owner review, input, and changes.
5. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, architectural, structural, mechanical, electrical, plumbing, controls, security, and telecommunications systems). All drawings and specifications to be State approved and stamped.
6. Construction inspection and administration of at least three visits/week and weekly construction meetings including construction meeting minutes. At certain phases of the Project, daily visits may be required, but in no case, less than three visits per week. Visits shall be by an experienced construction manager to verify proper testing is being done and proper materials are being used and installed per drawings and specifications.
7. Processing construction paperwork such as pay requests, change orders and shop drawings.
8. Approve material submittals.
9. Coordinate all work with Dane County Public Works Project Engineer.
10. Estimates, specifications, design, locating, bidding and construction management of site utilities, electrical transformers and lines, telephone pedestals and lines and other services as may be needed.
11. Obtain all necessary registrations, licenses, permits, or certificates of inspection reports from any governmental or organizational agency, in order to enable full performance of terms of this Agreement.
12. All testing, major copying, reproductions and postage are to be done by third parties and paid directly by Dane County. Engineer is to administer and advise on all these issues and obtain best value for Dane County.

SCHEDULE "B"

- A. Payment for these services will be paid as work progresses and as scheduled in Agreement. Agreement amount is \$XXX.00 for Study Phase. Agreement amount is X.X% of total construction cost for Design Development Phase through Start-Up / Troubleshooting Phase. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, equipment and materials, construction administration, profit and mark-up.
- B. Invoices shall be submitted to: Scott Carlson, Project Engineer, Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

SCHEDULE "C"

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

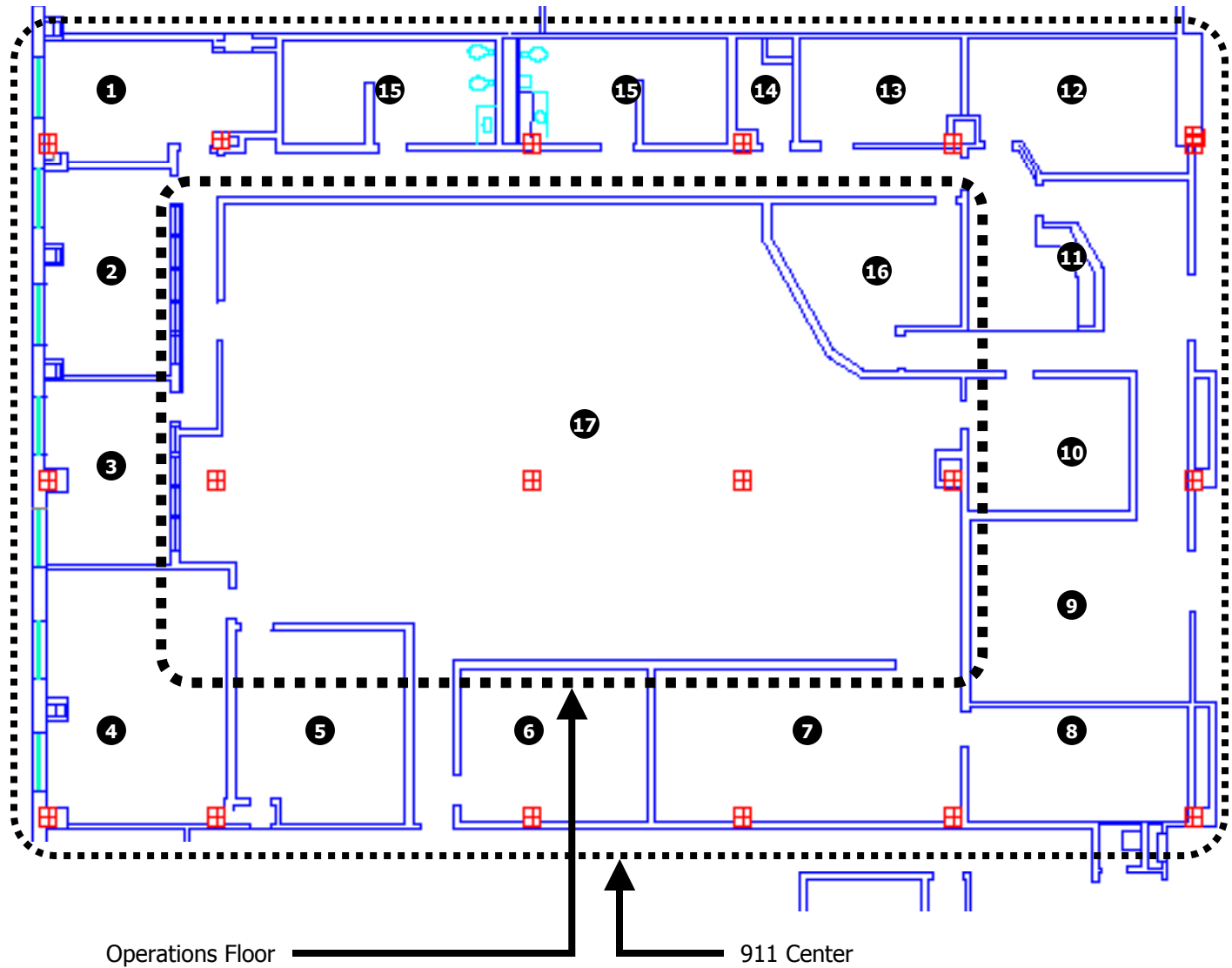
SAMPLE

Notes:

- Drawing is to scale; field verify dimensions for accuracy

- Key (room functions may change during project):

- ➊ Kitchen
- ➋ Operations Manager Office
- ➌ Director Office
- ➍ Mechanical Eqpt Room
- ➎ Radio Eqpt Room
- ➏ Storage
- ➐ Computer Eqpt Room
- ➑ Telephone Eqpt Room
- ➒ Training / Conf. Room
- ➓ Clerk Office
- ➑ Reception
- ➒ Staff Breakroom
- ➓ Telecom / Elec. Eqpt Room
- ➑ Janitor
- ➒ Restroom
- ➓ Floor Supervisor Office
- ➑ Operations Floor



**DANE COUNTY PUBLIC WORKS,
HIGHWAY & TRANSPORTATION**

| | |
|-------------------------|-------------------|
| PROJECT NO.: 108088 | DATE: 07/10/08 |
| DRAWN BY: SC | C'KD BY: SC |
| SCALE: 1/16" = 1'-0" | |

**PUBLIC SAFETY COMMUNICATIONS
911 CENTER**

**FIGURE 1
911 CENTER FLOOR PLAN**