

CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

REQUEST FOR PROPOSAL NO. 108056 LAKEVIEW CAMPUS STUDY DANE COUNTY HUMAN SERVICES 1202 NORTHPORT DRIVE MADISON, WISCONSIN

***A bidders site tour will be held on Wednesday, April 2, 2008 at 9:00 AM at Lakeview Campus. This tour will go until approximately 10:00 AM. Bidders are strongly encouraged to attend this tour, however attendance is optional. (Please note that the date in the newspaper advertisement posted on March 24, 2008 was incorrect.)

Opening Date: **THURSDAY, APRIL 10, 2008**

Time: **2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL, PROJECT ENGINEER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: NEBEL@CO.DANE.WI.US



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

March 20, 2008

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 108056 to provide professional architectural and engineering consulting services for Lakeview Campus Study for Dane County Human Resources. The Proposals are due on or before **2:00 PM, Thursday, April 10, 2008**. No proposal bond or performance bond is required for this project.

ADDITIONAL INFORMATION

A bidders site tour will be held on Wednesday, April 2, 2008 at 9:00 AM at Lakeview Campus. This tour will go until approximately 10:00 AM. Bidders are strongly encouraged to attend this tour, however attendance is optional.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and four bound copies of the entire proposal package. To submit 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.
3. 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. 108056"
Lakeview Campus Study
2:00 PM, Thursday, April 10, 2008"
4. Mail to:
Rob Nebel, Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Rob Nebel at 608/267-0119.

Sincerely,
Rob Nebel
Project Engineer

Encl.: Request for Proposals No. 108056 Package

INDEX FOR RFP NO. 108056

Project Manual Cover
Cover Letter
Documents Index and Dane County Vendor Registration Program
Invitation to Propose (Legal Notice)
Signature Page
Fair Labor Practices Certification
Sample Agreement for Professional Services
Requested Services and Business Information
Scope of Work
Supplementary Conditions
Site Drawing

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

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Dane County Public Works, Highway & Transportation Department, 1919 Alliant Energy Center Way, Madison, WI 53713, until:

2:00 P.M., THURSDAY, APRIL 10, 2008

PROPOSAL NO. 108056
LAKEVIEW CAMPUS STUDY
DANE COUNTY HUMAN SERVICES
1202 NORTHPORT DRIVE
MADISON, WISCONSIN

Dane County is inviting Proposals for professional architectural and engineering consulting services for Lakeview Campus Study for Dane County Human Resources. Only firms with capabilities, experience and expertise with similar projects should request this RFP packet and submit Proposals.

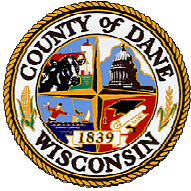
An RFP packet may be obtained at the Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid/logon.aspx. For additional information, contact Rob Nebel at 608-267-0119 or nebel@co.dane.wi.us.

All proposers wishing to submit a Proposal must be registered with Dane County prior to opening date and must be registered before award of contract. Complete a Vendor Registration Form online or obtain one by calling 608-266-4131.

A site tour (non-mandatory) will be held on Wednesday, April 2, 2008 at 9:00 a.m. at the Lakeview campus.

PUBLISH: MARCH 20 & 27, 2008 – WISCONSIN STATE JOURNAL

MARCH 24 & 31, 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: Engineering Consulting											
REQUEST FOR PROPOSAL NO.: 108056	PROPOSAL OPENING DATE: 4/10/2008	BID BOND: N/A	PERFORMANCE BOND: N/A								
<p>PROPOSAL INVALID WITHOUT SIGNATURE</p> <p>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.</p> <table border="1"> <tr> <td>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</td> <td>DATE:</td> </tr> <tr> <td>SUBMITTED BY: (Typed Name)</td> <td>TELEPHONE: (Include Area Code)</td> </tr> <tr> <td colspan="2">COMPANY NAME:</td> </tr> <tr> <td colspan="2">ADDRESS: (Street, City, State, Zip Code)</td> </tr> </table>				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)	
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.

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING
SERVICES FOR THE DANE COUNTY LAKEVIEW CAMPUS STUDY IN MADISON,
WISCONSIN**

REQUEST FOR PROPOSAL NO. 108056

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as “OWNER”) and _____ (hereafter, “ARCHITECT / ENGINEER”).

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

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

ARTICLE 1
ARCHITECT / ENGINEER’S SERVICES
BASIC SERVICES

(1) ARCHITECT / ENGINEER’S Basic Services with respect to Lakeview Campus Study (hereinafter, “the Project”) shall be as set forth in Scope of Work. Scope of Work is included in Construction Documents, and shall consist of project phases described below, including all usual and customary consulting services incidental to and generally associated with provision of those services expressly enumerated in this Agreement.

STUDY/CAMPUS MASTER PLAN PHASE

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

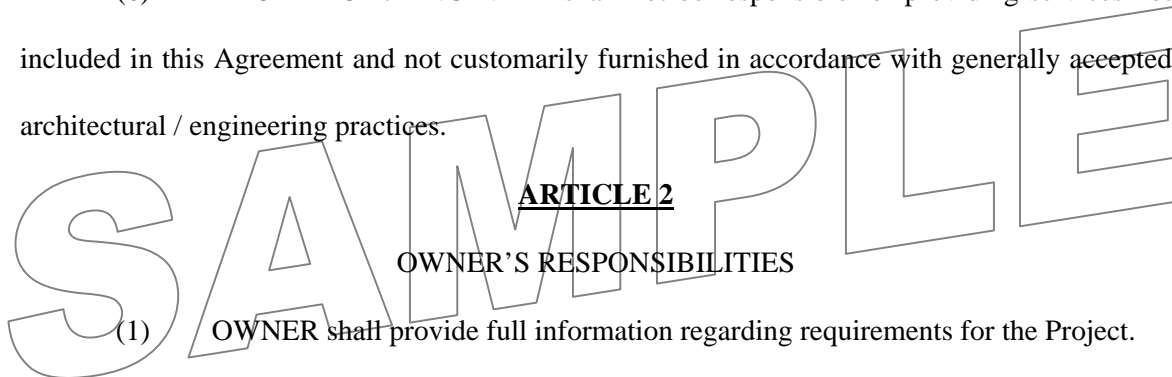
(3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare: 1) Summary Report; and 2) Study consisting of text,

drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

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

(5) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall submit to OWNER in Study schematic design documents consisting of drawings and other documents illustrating scale and relationship of the Project components. Schematic design documents shall be submitted to OWNER for written Approval.

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



ARTICLE 2

OWNER'S RESPONSIBILITIES

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

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

(3) OWNER shall furnish rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of site.

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

(5) If OWNER becomes aware of any fault or defect in the Project or non-conformance with [Construction Documents, RFP, or this Agreement], OWNER shall give

prompt notice thereof to ARCHITECT / ENGINEER and ARCHITECT / ENGINEER shall take prompt action to correct such fault or defects.

(6) OWNER shall expeditiously furnish information required hereunder existing facility and site drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

(1) Actual or probable construction cost is not to be used as basis for determining ARCHITECT / ENGINEER'S compensation under this Agreement.

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

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

ARTICLE 4

DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ARCHITECT / ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall

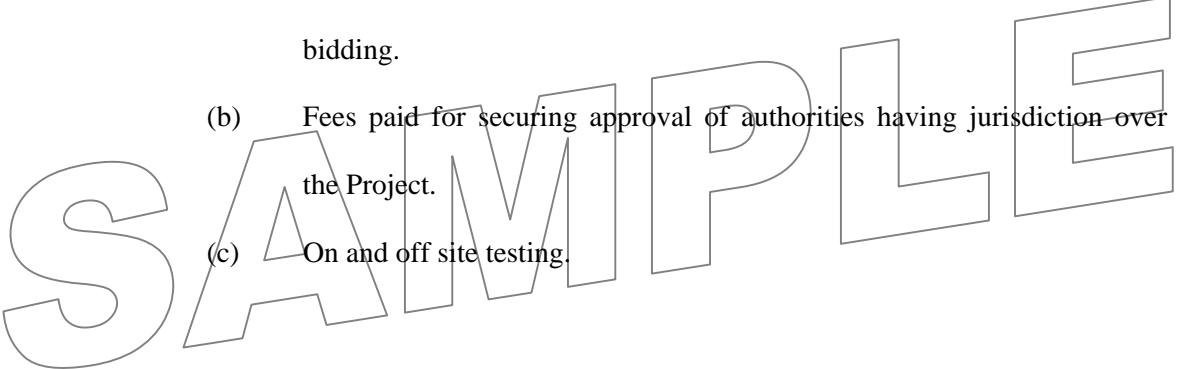
include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 5

REIMBURSABLE EXPENSES

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

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



ARTICLE 6

PAYMENTS TO ARCHITECT / ENGINEER

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

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

Campus Study – 70% completion	50%
Campus Study – 90% completion	70%
Draft version of report	90%
Final version of report	100%

ARTICLE 7

ARCHITECT / ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 8

TERMINATION OF AGREEMENT

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

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

(3) What follows shall constitute grounds for immediate termination:

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

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

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

ARTICLE 9

OWNERSHIP OF DOCUMENTS

(1) Draft version of Study shall become property of OWNER. ARCHITECT / ENGINEER shall furnish OWNER with:

(a) Original unbound copy of Draft version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;

(b) Three (3) regular bound copies of Draft version of Study in 8½ x 11 and / or 11 x 17 format;

(c) Electronic copy of Draft version of Study in Word 2000 (or earlier version) on CD; and

(d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Study on CD.

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

(a) Original unbound copy of Final version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;

(b) Four (4) regular bound copies of Final version of Study in 8½ x 11 and / or 11 x 17 format;

- (c) Electronic copy of Final version of Study in Word 2000 (or earlier version) on CD; and
- (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. This shall include, but not be limited to, schematic design documents.

ARTICLE 10

SUCCESSORS AND ASSIGNS

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

ARTICLE 11

EXTENT OF AGREEMENT

(1) This Agreement represents entire integrated agreement between OWNER and ARCHITECT / ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT / ENGINEER.

ARTICLE 12

GOVERNING LAW

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

ARTICLE 13

ARCHITECT / ENGINEER'S LIABILITY INSURANCE

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

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

ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ARCHITECT / ENGINEER shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ARCHITECT / ENGINEER and shall cooperate with ARCHITECT / ENGINEER'S attorneys in defense of action, suit or other proceeding. ARCHITECT / ENGINEER shall furnish evidence of adequate Worker's Compensation Insurance.

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

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

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

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ARCHITECT / ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

ARTICLE 15

NONDISCRIMINATION

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

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

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

(4) ARCHITECT / ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER'S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16
CIVIL RIGHTS COMPLIANCE

(1) If ARCHITECT / ENGINEER has twenty or more employees and receives \$20,000 in annual contracts with OWNER, ARCHITECT / ENGINEER shall submit to OWNER

current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ARCHITECT / ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ARCHITECT / ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. ARCHITECT / ENGINEER who has less than twenty employees, but who receives more than

\$20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ARCHITECT / ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ARCHITECT / ENGINEER'S Plan is sufficient.

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

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

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

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

ARTICLE 17

LIVING WAGE

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

(2) If any payroll records of ARCHITECT / ENGINEER contain any false, misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny ARCHITECT / ENGINEER right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

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

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

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

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

- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When ARCHITECT / ENGINEER is school district, municipality, or other unit of government;

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

SAMPLE

ARTICLE 18

MISCELLANEOUS

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

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

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

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

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

SAMPLE

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

* * * * *

FOR ARCHITECT / ENGINEER:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

SAMPLE
* * * * *

FOR OWNER:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date

REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) services for the Lakeview Campus Study.
- B. Services that will be included in a Professional Services Agreement are as outlined in Scope of Work and as follows:
1. Study of existing campus conditions.
 2. Design development.
 3. Detailed cost estimates.
 3. Schematic Design documents:
 - a) Implementation of Facility Study results into preliminary drawings for Dane County review, input and modifications; and
 - b) Refined cost estimates.
- C. Interested consultants are requested to submit the following information in their proposal:
1. Description of firm's qualifications, experience, organization and resources.
 2. Listing of at least three campus study projects completed by their company that are similar to the one being proposed. 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;
 - c) Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
 - d) Start and end dates of services; and
 - e) Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
 3. Description of planning and design techniques to be used in approaching the project.
 4. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer / architect will be interviewed if firm is short-listed.
 5. Listing of other consultants who may participate in this Work and their area of expertise.
 6. Indicate availability and tentative timetable for the Work.
 7. Fee for services stated as fixed fee. This fee may be negotiated further during the interviews and before award of Contract.
 8. 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 April 4, 2008 at 9:00 AM at the Lakeview campus, 1202 Northport Dr, Madison, Wisconsin, starting at the entrance of the Administration Building. This cursory tour will go until approximately 10:30 AM. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.
- E. Dane County will provide all available building site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected A/E firm. These drawings and specifications may not be complete or in an as-built condition. A/E firm will need to confirm accuracy of drawings and specifications. Dane County will provide any necessary asbestos abatement.

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.

<u>DATE</u>	<u>EVENT</u>
March 20, 2008	RFP issued
April 2, 2008 @ 9:00 a.m.	Optional Site Tour
April 5, 2008 @ 2:00 p.m.	Written inquiries due
April 8, 2008	Addendum (if necessary)
April 10, 2008 @ 2:00 p.m.	Proposals due
April 17, 2008 (estimated)	Oral presentations / interviews for invited proposing companies
April 24, 2008 (estimated)	Notification of intent to award sent out
May 29, 2008 (estimated)	Contract start date
July 11, 2008 (estimated)	70% design due
August 8, 2008 (estimated)	90% design due
August 22, 2008	Final draft of campus study due
August 29, 2008	Completed campus study due

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

H. Information regarding this project may be obtained from Rob Nebel, Project Engineer, 608/267-0119.

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, April 10, 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.

SCOPE OF WORK

Campus Study to include these items:

- Analysis of current conditions of all existing structures on property.
 - Structural integrity
 - Roofing
 - Windows
 - Siding
 - Exterior building face condition
 - Pavement/Concrete flat work
- Construction cost estimates for any proposed improvements
- Administration Building:
 - Analysis of HVAC system
 - Heating/cooling zoning possibilities
 - Feasibility of PA system throughout building
- Maintenance Building
 - Boiler options
 - Electrical options
 - Entire campus electrical service may be able to be brought through a new service at the administration building
 - Campus water & utility options
 - Future uses
- Nurses Dorm
 - Possibility of demolition
 - Possible uses, especially as storage for records
 - Heating requirements
 - Feasibility of remodel
 - Leasing possibilities
- Garage
 - Parking
 - Possible use as storage for records
 - Feasibility of converting upper level to office area.
- General
 - ADA assessment and accessibility for entire campus
 - Possibility for backup generation to provide for life safety, phones, & vaccine refrigeration
 - Provide one informational meeting and one feedback meeting with Friends of Lakeview Committee and consultants.
 - Evaluation of parking for each building and entire campus, including exterior lighting study.

SUPPLEMENTARY CONDITIONS

A. QUALIFICATIONS & ELIGIBILITY REQUIREMENTS

To be considered for this project, the Consultant must meet or exceed the following criteria:

- A. Have more than two registered engineers or architects as responsible members of the firm.
- B. Have been in business for a period of not less than five (5) years.
- C. Must have been responsible for the design and completion of at least three (3) campus studies of similar design scope of Lakeview Campus Study. The selection will be made on the criteria outlined below.
- D. 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.

B. GENERAL INFORMATION

The Lakeview Campus is located at 1202 Northport Drive and consists primarily of four (4) main buildings, two underground tunnels, and some outlying structures situated on 48.37 acres of Dane County Parks land. A description of the structures to be included in this study are as follows:

Administration Building:

The Administration Building was originally built in 1929 with major remodels in 1959 and 1994. This building has approximately 66,000 square feet of space on five floors, which is occupied by Dane County Department of Health and Human Services staff.

Nurse's Dorm:

The Nurse's Dorm was originally built in 1934. This building has a total of 21,500 square feet of space on three floors. This building has not been occupied for several years, and it is currently only used for file storage on its top floor.

Maintenance Building:

This building was originally built in 1934 with a remodel in 1964. This building has approximately 1500 square feet of space on the first floor and approximately 3975 square feet of space on the ground floor. This building is used for the Facilities Management office and general maintenance storage, and it houses two large boilers. Neither of these boilers is currently in use, however, one of these boilers is still operational. The other

boiler was used for parts to keep the first boiler running. In addition, the campus' electrical and water services are distributed from the maintenance building to the rest of the campus.

Garage:

The garage was originally built in 1942, and it is 102' x 43' on the top level and 102' x 22' on the lower level. The upper level of this building is used entirely for file storage. The lower level of this building consists of seven (7) enclosed parking spaces, and it is used for equipment storage and staff parking.

Tunnels:

There are two 6' wide underground tunnels at Lakeview, which are used as utility tunnels and as passageways for maintenance staff between buildings. The first tunnel runs 185 feet between the maintenance building and the administration building. This tunnel was built in 1929. The second tunnel runs 170 feet between the maintenance building and the nurse's dorm. This tunnel was built in 1934.

C. PRICING

Pricing information should be submitted with this RFP as outlined below. The work done within the scope of this RFP will be at a firm cost to include all related expenses.

Please provide pricing information below. These values are intended to be estimated costs only, and they can be discussed in further detail during the interview process and when the scope of services is finalized.

CAMPUS STUDY SET FEE \$ _____

D. PROPOSAL SUBMISSION

Proposals should be submitted in the following order:

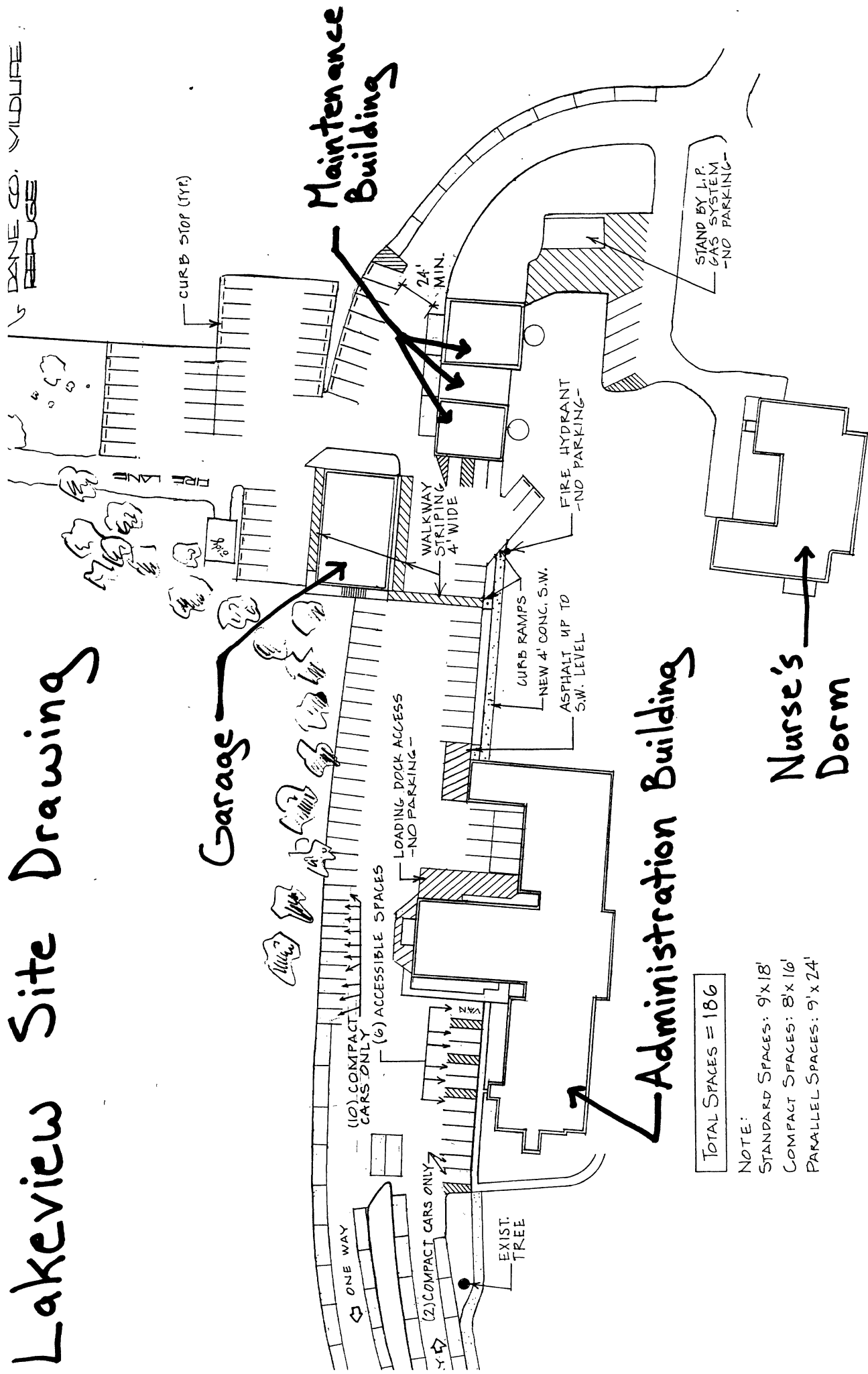
1. Cover Sheet
2. Signature Page
3. Qualifications
4. Fair Labor Practices Certification
5. Requested Services and Business Information
6. Work-plan and Proposed Schedule
7. Methodology
8. Relevant Experience
9. Proposed Project Team With Resumes
10. References
11. Pricing Worksheet

E. EVALUATION CRITERIA

Personnel Assigned to the Project	25
Relative Experience	25
Presentation/Conclusion	10
Questions and Answers	15
References	10
Cost	10
Work Plan	<u>5</u>
Total	100

Lakeview Site Drawing

DANE CO. WILDLIFE
REFUGE



TOTAL SPACES = 186

- NOTE:
- STANDARD SPACES: 9'x18'
 - COMPACT SPACES: 8'x16'
 - PARALLEL SPACES: 9'x24'