RFB NO. 107104

CONSTRUCTION DOCUMENTS
PROJECT MANUAL

DANE COUNTY DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION
ROOM 425, CITY-COUNTY BUILDING
MADISON, WISCONSIN 53703

REQUEST FOR PROPOSALS NO. 107104
ENGINEERING & ARCHITECTURAL SERVICES FOR
DANE COUNTY JOB CENTER REMODEL

DANE COUNTY JOB CENTER
1819 ABERG AVE
MADISON, WISCONSIN

Opening Date: **JULY 19, 2007**

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

Location: **ROOM 425, CITY-COUNTY BUILDING**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

TOM SRACIC, PROJECT MANAGER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/266-4475
FAX NO.: 608/267-1533
E-MAIL: SRACIC@CO.DANE.WI.US

DOCUMENT INDEX FOR RFP NO. 107104

PROPOSAL REQUIREMENTS

Cover Letter
Documents Index and Dane County Vendor Registration Program
Signature Page
Invitation to Propose (Legal Notice)
Requested Services and Business Information
Sample Agreement for Professional Services
Sample Agreement for Professional Services Schedules
Tentative Scope of Work
2006 Building Study

DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders / proposers wishing to submit a bid / proposal must be a *paid registered vendor* with Dane County. Prior to the bid / proposal opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608/266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid / proposal to be considered for an award.

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/Architectural Consulting-Design Services**			
REQUEST FOR PROPOSAL NO.: 107104	PROPOSAL OPENING DATE: 07/19/07	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:

D	DBE	B	African American	L	Male	E	ESB
M	MBE	H	Hispanic American	F	Female		
W	WBE	N	Native American / American Indian				
		A	Asian Pacific American				
		I	Asian-Indian American				
☐		☐		☐		☐	

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 disadvantages 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 who 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.

LEGAL NOTICE

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Dane County Purchasing Division, Room 425, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, until:

2:00 P.M., THURSDAY, JULY 19, 2007

PROPOSAL NO. 107104

ENGINEERING & ARCHITECTURAL SERVICES FOR

DANE COUNTY JOB CENTER REMODEL

1819 ABERG AVENUE, MADISON, WI 53704

Proposal packages 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.danepurchasing.com. For additional information, contact Tom Sracic at 608-266-4475 or sracic@co.dane.wi.us.

All bidders wishing to submit a Proposal must be registered with Dane County prior to opening. Complete a Vendor Registration Form online or obtain one by calling 608-266-4131.

PUBLISH: JUNE 20 & 27, 2007 - WISCONSIN STATE JOURNAL

JUNE 25 & JULY 2, 2007 - WESTERN BUILDER

REQUESTED SERVICES AND BUSINESS INFORMATION

A. Dane County is inviting proposals for professional engineering and architectural design and services for the Dane County Job Center Remodel.

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

1. Design development.
2. Detailed cost estimates.
3. Preparation of final design for Dane County review, input and changes e.g. , to fit budget, modified use, etc.
4. Preparation of Design Development documents:
   a) Working design drawings and specifications for Dane County review, input and modifications; to include all building site architectural, structural, mechanical, controls, electrical, plumbing, telecommunications, fire protection, security and utility services; and
   b) Design Development level cost estimates.
5. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well, and waste treatment). All drawings and specifications to be State approved and stamped.
   a) Project Manager shall review and supply input of Construction Documents at 50% and 95% .
6. Combined construction inspection and progress meetings every other week including construction meeting minutes.
7. Review and approve construction documents such as pay requests, change orders and shop drawings.
8. Approve material submittals.
9. Coordinate Work with Dane County Public Works Project Manager.
10. Obtain all necessary registrations, licenses, permits, certificates of inspection reports, or other clearances, requirements from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement.
11. Start-Up:
    a) Coordinate start-up with Public Works Project Manager;
    b) Development and completion of project punch list; and
    c) Training Dane County facilities staff for building and systems operations. Include all operations & maintenance manuals for Owner.

C. Interested consultants are requested to submit the following information in their proposal:

1. Description of firm's qualifications, experience, organization and resources.
2. Brief list of similar work previously completed with the name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving public facilities as is being proposed.
3. Description of planning and design techniques to be used in approaching the project.
4. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer / architect will be interviewed if firm is short-listed.
5. Listing of other consultants who may participate in this Work and their area of expertise.
6. Indicate availability and tentative timetable for the Work, final design and construction phases.
7. State clearly any limitations you wish to include in Agreement and advise of any conditions that you may have.

E. Dane County will provide all available building site architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection, and security drawings and specifications to selected Architectural & Engineering firm. These drawings and specifications may not be complete or in an as-built condition. The Architectural & 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
June 25, 2007	RFP issued
July 10, 2007 @ 2:00 p.m.	Written inquiries due
July 16, 2007	Addendum (if necessary)
July 19, 2007 @ 2:00 p.m.	Proposals due
July 30, 2007 (estimated)	Oral presentations / interviews for invited proposing companies
August 1, 2007 (estimated)	Notification of intent to award sent out
August 22, 2007 (estimated)	Contract start date
To be negotiated	Design Development Documents due
To be negotiated	Contract documents due

G. Dane County Purchasing Division, City-County Building, 210 Martin Luther King, Jr. Blvd., Room 425, Madison, Wisconsin 53703, will receive your Proposal.

H. Information regarding this project may be obtained from Tom Sracic, Project Manager , 608/266-4475.

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 19, 2007.**

K. Dane County reserves the right to accept or reject any Proposal submitted.

L. Information submitted by consultants will be reviewed and candidates [will / 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.

SCHEDULES FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY JOB CENTER REMODEL IN MADISON, WISCONSIN

RFP NO. 107104

SCHEDULE "A"

A. Architect / Engineer's (A/E's) Scope of Services Summary:
   1. Design development.
   2. Detailed cost estimates.
   3. Preparation of final design for Dane County review, input and changes e.g. , to fit budget, modified use, etc.
   4. Preparation of Design Development documents:
      a) Working design drawings and specifications for Dane County review, input and modifications; to include all building site architectural, structural, mechanical, controls, electrical, plumbing, telecommunications, fire protection, security and utility services; and
      b) Design Development level cost estimates.
   5. Preparation of Construction Documents for bidding (including working drawings and specifications of all building site, architectural, structural, mechanical, electrical, plumbing, controls, security, telecommunications, well, and waste treatment). All drawings and specifications to be State approved and stamped.
      a) Project engineer shall review and supply input of Construction Documents at 50% and 95% .
   6. Combined construction inspection and progress meetings every other week including construction meeting minutes.
   7. Review and approve construction documents such as pay requests, change orders and shop drawings.
   8. Approve material submittals.
   9. Coordinate Work with Dane County Public Works Project Engineer.
   10. Obtain all necessary registrations, licenses, certificates of inspection reports, or other clearances, requirements from any governmental or organizational agency, in order to enable full performance of the terms of this Agreement.
   11. Start-Up:
      a) Coordinate start-up with Public Works Project Engineer;
      b) Development and completion of project punch list; and
      c) Training Dane County facilities staff for building and systems operations. Include all operations & maintenance manuals for Owner.

SCHEDULE "B"

A. Payment for these services will be paid as work progresses with 5% retainage until construction is 50% complete. After construction is 50% complete, payments shall be in full. Agreement amount is X.X% of total construction cost. Agreement amount includes all fees for data gathering, designs, processing, subcontractors, management, profit and mark-up.

B. Invoices shall be submitted to: Tom Sracic Project Manager, 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 and inspections are to be held twice monthly at a minimum.
   4. Architect / Engineer is to oversee the Project, only as Architect / Engineer, but not as a Construction Manager.
   5. Dane County Public Works Project Manager, Tom Sracic shall approve payments and receive all Architect / Engineer approved submittals.

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY JOB CENTER REMODEL IN MADISON, WISCONSIN

RFP NO. 107104

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

WHERAS, OWNER intends to construct Job Center Remodel in Madison, Wisconsin; and

WHERAS, OWNER desires to enter into an Agreement with ARCHITECT / ENGINEEER 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 design and construction of Dane County Job Center Remodel Facility (hereinafter, "the Project") shall be as set forth in Schedule A and Schedule C. Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary [consulting, engineering, architectural and engineering, other] services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Schedules A and C.

STUDY PHASE

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

(3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare: 1) Summary Report; and 2) Study consisting of text, drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

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

(5) 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.

DESIGN DEVELOPMENT PHASE

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

(7) ARCHITECT / ENGINEER shall submit to OWNER revised construction cost estimate.

CONSTRUCTION DOCUMENTS PHASE

(8) Based on approved Design Development Documents, ARCHITECT / ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. OWNER shall prepare necessary invitation and instructions to bidders, bidding forms, form of Contract between OWNER and Contractor, 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.

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

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

BIDDING OR NEGOTIATION PHASE

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

CONSTRUCTION PHASE

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

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

(14) ARCHITECT / ENGINEER, as representative of OWNER during Construction Phase, shall advise and consult with OWNER and all of OWNER'S instructions to Contractor shall be issued through ARCHITECT / ENGINEER. ARCHITECT / ENGINEER shall have

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

(15) ARCHITECT / ENGINEER shall at all times have access to the Project and work thereon. Give consideration and attention to facility [staff's, residents', contractors'] needs and surrounding environment and work accordingly. Coordinate concerns or questions about facility staff's, contractors' needs and surrounding environment with Facility Manager or Public Works Project Manager.

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

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

(18) ARCHITECT / ENGINEER shall be, in first instance, interpreter of requirements of Construction Documents and shall make recommendations on all claims of OWNER or

Contractor relating to execution and progress of the Project and on all other matters or questions relating thereto. ARCHITECT / ENGINEER'S decisions in matters relating to artistic effect shall be final if consistent with intent of Construction Documents.

(19) ARCHITECT / ENGINEER shall have authority to reject work that does not conform to Construction Documents. Whenever, in ARCHITECT / ENGINEER'S reasonable opinion, ARCHITECT / ENGINEER considers it necessary or advisable to insure proper implementation of intent of Construction Documents, ARCHITECT / 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.

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

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

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

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

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

(25) ARCHITECT / ENGINEER shall not be responsible for providing consultation concerning replacement of any work damaged by fire or other cause during construction, and

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

(26) ARCHITECT / 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.

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

(28) ARCHITECT / ENGINEER shall provide usual and customary services of architectural and engineering consultants for design and engineering of site, architectural, structural, mechanical, electrical, plumbing, controls, security, and telecommunications.

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

START-UP / TROUBLESHOOTING PHASE

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

(31) ARCHITECT / 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 ARCHITECT / ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ARCHITECT / ENGINEER'S services.

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

(4) 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.

(5) OWNER shall expeditiously furnish information required hereunder:

(a) Asbestos / hazardous materials abatement plan;

(b) Study of facility or project vicinity; and

(c) Available Existing facility drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

(1) Actual construction cost is to be used as basis for determining ARCHITECT / ENGINEER'S compensation under this Agreement.

(2) Actual 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.

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

(5) If Bidding Phase has not commenced within six months after ARCHITECT / ENGINEER submits Construction Documents to OWNER, construction cost estimate approved by OWNER at Design Development Phase, including adjustments approved at Construction Documents Phase, shall be adjusted to reflect any change in general level of prices which may have occurred in construction industry for area in which the Project is located. Adjustment shall reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.

(6) If cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase (including any adjustments approved at Construction Documents Phase plus amount of bidding contingency established hereunder) is exceeded by ten percent (10%) by lowest bona fide bid, OWNER shall:

(a) Give written approval to proceed with the Project at said bid amount; or

(b) Authorize re-bidding the Project within reasonable time and cooperate with ARCHITECT / ENGINEER in revising the Project scope and quality to reduce cost of the Project to amount not in excess of cost of construction set forth in construction cost estimate approved at Design Development Phase (including adjustments approved at Construction Documents Phase plus amount of bidding contingency).

(7) In case of (b), ARCHITECT / 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 ARCHITECT / ENGINEER'S responsibilities in this regard and, having done so, ARCHITECT / 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 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 [$XXXXX.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:

Design Development Phase	25%
Construction Documents Phase	25%
Bidding or Negotiation Phase	20%
Construction Phase	30%

(3) Payments for services under this Agreement shall be made monthly in proportion to services performed and the 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	25%
Construction Documents Phase	25%
Bidding or Negotiation Phase	20%
Construction Phase	30%

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

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

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 the Dane County Board of Supervisors or the 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 the date funds are no longer available, without notice.

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

ARTICLE 9

OWNERSHIP OF DOCUMENTS

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

;

(a) Two (2) regular bound copies of final Design Development Phase Drawings;

(b) Two, (2,) 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 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

(d) Two, (2,) regular bound copies of 50% Review Construction Document Phase Drawings;

(e) Two, (2,) regular bound copies of 50% Review Construction Document Phase Project Manual (Specifications) in 8½ x 11 format;

(f) Electronic version of 50% Review Construction Document Phase Documents (Drawings in AutoCAD 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

(g) Two, (2,) regular bound copies of 95% Review Construction Document Phase Drawings;

(h) Two, Required Number (2,) regular bound copies of 95% Review i) Electronic version of 95% Review Construction Document Phase Documents (Drawings in AutoCAD 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version)) on CD;

(i) Original unbound copy of both final Construction Document Phase Drawings and As-Built Drawings on vellum or bond;

(j) Two , (2,) regular bound copies of final Construction Document Phase Drawings;

(k) Three (3) regular bound copy of final Construction Document Phase Drawings to be submitted by ARCHITECT / ENGINEER to State of Wisconsin, and City of Madison, for stamped approval;

(l) [Three, (3) regular bound copies of final As-Built Drawings;

(m) Electronic version of both final Construction Document Phase Drawings and As-Built Drawings in AutoCAD 2004 (or earlier version) on CD;

(n) Electronic version of final Construction Document Phase Drawings in Adobe PDF 7.0 (or earlier version) on CD;

(o) Original unbound copy of both final Construction Document Phase Project Manual (Specifications) and final As-Built Project Manual in reproducible 8½ x 11 format;

(p) Two, (2) regular bound copies of final Construction Document Phase Project Manual;

(q) One (1) regular bound copy of final Construction Document Phase Project Manual to be submitted by ARCHITECT / ENGINEER to State of Wisconsin and City of Madison for stamped approval;

(r) Two, (2,) regular bound copies of final As-Built Project Manual;

(s) 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

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

ARTICLE 11

EXTENT OF AGREEMENT

(1) This Agreement, including Schedules A, B and C attached hereto, represents entire integrated agreement between OWNER and ARCHITECT / ENGINEER and 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.

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.

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

* * * * * * *

FOR ARCHITECT / ENGINEER:

Signature	Date
Printed or Typed Name and Title	
Signature	Date
Printed or Typed Name and Title	

* * * * * * *

FOR OWNER:

Kathleen M. Falk, County Executive	Date
Robert Ohlsen, County Clerk	Date

TENTATIVE SCOPE

ENGINEERING & ARCHITECURAL SERVICES
DANE COUNTY JOB CENTER REMODEL

RFP 107104

The existing one story building was originally constructed around the late 1950's to early 1960's and contains approximately 82,000 gross square feet. Currently the Dane County Job Center occupies 65,000gross square feet. The Neighborhood Intervention Program occupies the remaining 17,000 gross square feet.

A. Architectural

1.1 Site

- Parking lot crack sealing.
- Pavement rear – patchwork.
- Light poles – see elec. 1.5, 2 new light poles with 4 fixtures, 1 pole.
- Tree island – prune plantings.
- Sidewalk patch and crack fill building front. Photos A4, A5.
- Concrete ramps - rear and east side of building – rusty handrails and spalling concrete. Photos A6 – A14.
- Protection rail repair – loading area / building rear. Photo A15.
- East fence repair. Photo A16.
- No accessible striping at handicap accessible parking stall.

1.2 Glazing

- Old school electric / NIP recaulk windows. Photo A20.

1.3 Canopies

- Soffits peeling / scrape paint. Photo A21.
- Steel lintel – rusty sand and repaint. Photo A22.

1.4 Entryways

- Job Center airlock problem vestibule, address pressure problem, doors don't close.
- Replace recessed entrance mats.

1.5 Exterior Doors Job Center

- Replace 8 entrance doors. Photos A23, A24.
- Replace 4 steel exit doors and frames. Photo A25.
- Panic hardware North exit door if needed/as required.

1.6 Roofing – new membrane in 1996. Photo A26.

- Photo A27 – membrane seal problems.
- Photo A28 – areas no longer fully adhered.
- Photo A29 – bulges.
- Photo A30 – roof drains.
- 5-10 years out new roof.

1.7 Interior Walls and Doors

Job Center

- Interior corridor doors. Photo A31.
- Repair bifold closet doors. Photo A32.

NIP

- Replace old interior wood doors.
- Replace interior door knobs WADA lever action hardware approx. 20.

1.8 Ceilings

Job Center

- New ceiling tiles throughout.
- Coordinate with roof to minimize future water damage. Repaint vestibules – water stains. Photo A35.

NIP

- Photo A35 – replace bad tile. Coordinate with roofing.

1.9 Flooring Materials

Job Center

- Carpet in employee area poor. Roll carpet.
  - Replace with carpet tiles.
- Break room
  - Replace vinyl composition tile. Photo A36.
  - Replace VCT in vending corridor in employee work area.

NIP

- Vinyl and carpet replacement. Photo A37 and A38.

1.10 Restrooms

- Compliant? Example: 1 urinal will not be public – poor visibility.

1.11 Cabinetry

- Break room sink to be modified to be ADA accessible. Photo A39.

B. Structural Review – a few hairline cracks. Photo A40.

C. Electrical Review

1.1 Electric Service and Distribution

- Photo E1. Thermal scan and cleaning checking system. 2 electricians 2 weekend hours.
- Photo E2. Original fusible switchboards – maintenance.
  - Repair 2 switches.
  - Clean inspect, lube and tighten bugs on switches.
  - Restore metering to original design.
  - Photo E3. Replace a few old panels.
  - No surge suppressions at service entrance.

1.2 Branch Circuits

- Overloaded circuits.
- Photo E4. Rooftop good shape except for fitting connector for control wiring.

1.3 Emergency Power

- Emergency light fixtures at exits – remodeling will require emergency lights.

1.4 Telephone and Data Systems

- Photo E5. In NIP support cables above suspended ceiling.

1.5 Lighting and Lighting Controls

- Fixture replacement T12s or T8s.
- Lighting control system for auto shutdown and occupancy sensors for space over 5,000 sq. ft.
- Consider perimeter controls.
- Under canopy can lights (consider changing to high intensity discharge fixture).
- Parking lot fixtures. Photo E7. Replace with full cut-off fixtures with taller poles. 2 poles with 4 fixtures.

1.6 Fire Alarm 2 Systems

- Cerebus – Pyrotechnics – cable needs to be supported. Photo E6.
- WSE, NIP. Remove Johnson Controls System. Pyrotechnics system should be expanded to cover that space.

1.7 **Security Systems**

- Job center and NIP each have separate systems. Report to capitol police.

D. HVAC Review

1.1 6 RTUs gas that are 25-30 years old. DX cooled Carrier. Photos H1 and H2. Complete replacement of system. Does not include general construction, electrical, control incorporation to Job Center.

- New supply and duct system.
- 2 new VAV RTUs to replace the 6.
- Hot water reheat coils on VAV boxes.
- New hot water piping loop from Job Center.
- Hot water cabinet unit heaters in vestibule.
- New RTU controls would be electronic and incorporated into Job Center controls.

1.2 Job Center

- Zoning problems with VAV boxes.
- Photo H3. 3 RTUs (sterling heat the plenum?).
- 1993, 1 water boiler heats offices on the northern wall.
- Photo H5. 1 glycol solution to preheat coils. Photos H6 and H7.

The system does not work well. Supplemental heat has been used. One option below. A study is recommended.

Option 1

- Remove 3 RTUs heating the plenum.
- Remove 8 existing RTUs with VAV RTUs with stainless burner assemblies. Existing preheat coils would then not be needed.
- Replace all VAV boxes with new VAV boxes with water reheat coils sized to supply required heat load to occupied spaces. This system would simultaneously heat one zone while cooling another.
- To replace the 2 boilers with new boiler sized to 75% of total load. Reuse existing piping as feasible and existing radiant ceiling panels in north offices. New piping to reheat coils and Proud 2 new inline pumps sized to provide hot water heat to NIP and Job Center.
- Remove supplemental heating equipment and replace with new hot water heating equipment.

  Does not include general construction or electrical work costs.

1.3 Auxiliary HVAC Systems

- Computer/ Service room incorporates (Liebert) split system for primary cooling – no replacement.
  - Photo H8. Replace all electric supplemental heat in vestibules with hot water equipment.

1.4 Exhaust System

- Clean exhaust grills (intake?) and ductwork.
- Perhaps exhaust system needed for break rooms.

1.5 Humidifier – none in building.

1.6 Controls

- All controls should be upgraded to electric (no pneumatic).

E. Plumbing

1.1 Plumbing Service - seems to be in good order.

1.2 Plumbing Fixtures – 6 new @ $450 each.

DANE COUNTY JOB CENTER

PROJECT NUMBER 2006036

PREPARED BY:

STRANG, INC., Architectural and Electrical

HENNEMAN ENGINEERING, Mechanical and Plumbing

MARCH 31, 2006

CONTENTS

1. EXECUTIVE SUMMARY

A. Introduction

In March of 2006, Dane County commissioned Strang, Inc., to conduct this study to evaluate the condition of their leased facility located at 1801-1821 Aberg Avenue in Madison, Wisconsin as part of a due diligence investigation into the appropriateness of the facility for purchase. Strang's evaluation team consisted of Jeff Connelly – Architectural, Roger Thomas – Electrical Engineer and Chris Lindquist - Mechanical Designer. During the tour, the evaluation team interviewed Laura Huttner, Doug Spink, Michael Miller, Tim Thronson, and Todd Draper, representatives familiar with the building operations, and reviewed available construction asbuilt drawings to gain a general understanding of primary building systems. The study focused on the buildings primary infrastructure, mechanical and electrical systems.

B. Overview

The existing one story building was originally constructed around the late1950's to early 1960's and contains approximately 82,000 gross square feet. Currently the Dane County Job Center leases 65,000 gross square feet. Herzing School of Electronics occupied the remaining 17,000 gross square feet, up until the mid 1990's. A private school currently occupies a portion of this space. 272 parking stalls are available on site along with eight accessible stalls.

The Job Center is open to the public Monday through Friday assisting up to 400 persons daily. The heavy traffic areas in the building show signs of heavy wear and abuse. While the employee work areas are in fair to average condition. Several maintenance items that may require attention within the next 5 years include the following:

Site work	Page 3, Item 1.1	budget cost	$ 22,500
Exterior Cladding	Page 3, Item 1.2	budget cost	$ 750
Glazing	Page 4, Item 1.4	budget cost	$ 500
Canopies/Soffits	Page 4, Item 1.5	budget cost	$ 1,000
Entryways	Page 4, Item 1.6	budget cost	$ 2,500
Exterior Doors	Page 4 & 5, Item 1.7	budget cost	$ 17,250
Roofing	Page 5, Item 1.8	budget cost	$ 500,000
Interior Walls and Doors	Page 5 & 6, Item 1.9	budget cost	$ 17,500
Ceilings	Page 6, Item 1.10	budget cost	$ 164,500
Flooring Materials (w/ carpet tile)	Page 6 & 7, Item 1.11	budget cost	$ 283,750
Cabinetry	Page 7, Item 1.13	budget cost	$ 2,500
Electric Service	Pages 7 & 8, Item 1.1	budget cost	$ 11,950
Emergency Power	Page 8, Item 1.3	budget cost	$ 500
Telephone and Data	Page 9, Item 1.4	budget cost	$ 1,200
Lighting and Controls	Pages 9 & 10, Item 1.5	budget cost	$ 48,150
Fire Alarm	Page 10, Item 1.6	budget cost	$ 17,000
Primary HVAC	Pages 10 – 12, Item 1.1	budget cost	$ 435,000
Exhaust System	Page 12, Item 1.3	budget cost	$ 1,750
HVAC Controls	Page 13, Item 1.5	budget cost	$ 165,000
Plumbing Fixtures	Page 13 , Item 1.4	budget cost	$ 2,700
		Total budget	$ 1,696,000

C. Recommendations and Budgets

The following building condition report describes each of the primary building systems, known concerns, and recommended solutions with estimated costs were applicable.

2. BUILDING CONDITION REPORT

A. Architectural

1.1. ***Site –*** The building is located along Aberg Avenue. The site is almost entirely covered with paved surfaces with the exception of some tree islands. Accessible routes are provided from the parking lot to the building entrances.

- The parking lot pavement in the front of the building is in fair condition and was sealed and re-stripped approximately two years ago. Cracks exist throughout the lot and crack sealing is recommended prior to the next sealing. Buyer should budget $5,000 for crack sealing, resealing, and restripping within the next five years.
- The pavement in the rear of the building is in poor condition with cracks, broken up asphalt, and miscellaneous patchwork. See photos #A1 and #A2. Buyer should be aware that additional patchwork may be required over the next five years.
- Exterior parking lighting are due for replacement. The light poles are in average condition. Refer to the electrical section of the building condition report for additional information.
- A few overgrown plantings within a couple tree islands will require pruning within the next year or two. See photo #A3.
- The sidewalk along the front of the building is in fair condition with the exception of a hole near the main entrance which will require some patchwork and a large crack which has the potential with winter's freeze and thaw cycles to heave. This may become a tripping hazard within the next five years. See photos #A4 and #A5. Buyer should budget $1000 for minor patchwork of these two areas.
- The concrete accessible ramps constructed in 1994 at the rear and side of the building are in poor condition. The handrails are rusty and the concrete is spalling in many locations. Buyer should budget $15,000 for repairs or replacement within the next 5 years. See photos #A6 through #A14
- The protection rail along the loading area at the rear of the building is damaged and will require some straightening for re-attachment. See photo #A15. Buyer should budget $1,000 for repair.
- The fence along the east side of the building appears to have been damaged from snow plowing. See photo #A16. Buyer should budget $500 for repair.
- No Accessible access striping exists at the handicap accessible parking stall on the west side of the building for the main entrance to the existing school. However the tenant was not sure where the boundary limits exist between the school parking and the shopping center.

1.2. ***Exterior Cladding -*** The exterior cladding is modular brick with the exception of vertical metal panels above the three main entrances. The brickwork is in fair condition. Some patchwork has been completed over the years.

- Graffiti appears on the south and east sides of the building. See photos #A17 and #A18. Buyer should budget $500 for removal.
- A small hole exists in brickwork near the main entrance with some exposed metal and rebar. See photo #A19. Buyer should budget $250 for patchwork.

1.3. ***Copings and Flashings -*** The parapet walls are capped with shop painted sheet metal copings. The copings appear to be in good condition.

1.4. ***Glazing –*** The exterior windows are fixed aluminum storefront with 1" insulating glazing. A section of aluminum curtainwall occurs along the north elevation. The curtainwall was installed in 1994 remodeling.

Job Center

- The building has five skylights located above the employee workstations in the Job Center. Water dams were added to the skylight curbs approximately three years ago. The skylights appear to be in good condition and there were no visible signs of leakage. The tenant mentioned they had some leakage from one of the skylights a couple of months ago. The skylight base was re-caulked and no leakage has occurred since.

Old School of Electronics

- The windows are generally in good condition but re-caulking is recommended within the next 5 years. See photo #A20. Buyer should budget $500 for re-caulking.

1.5. ***Canopies/Soffits –*** The building has three semi-circular canopies above the main entrances. The canopies consist of vertical shop painted metal panel over metal stud framing. The canopies are generally in good condition.

- The exterior soffits beneath the three canopies are painted exterior gypsum board. The paint in a few areas is peeling and will require some scraping and re-painting. See photo #A21. Buyer should budget $500 for re-painting.
- A rusty steel lintel on the northwest corner of the building is also in need of sanding and re-painting. See photo #A22. Buyer should budget $500 for re-painting.

1.6. ***Entryways -*** The primary public entryways to the job center are protected by vestibules to insulate the interiors from cold winter drafts.

Job Center

- An air-lock problem exists between the outdoors and interior vestibule. The main entrance doors do not close completely. The air pressure within the vestibule needs to be addressed.
- The recessed entrance mats at the main public entrance doors show signs of heavy wear and salt deposit buildup. One corner of a mat stuck up slightly from the recessed frame. The mat will require replacement within the next five years. Buyer should budget $2500 for replacement of two entrance mats.

1.7. ***Exterior Doors -*** Public exterior entrance doors along the north facade are aluminum storefront entrance systems. The remaining exterior doors are painted steel doors. The exterior doors are in poor condition.

Job Center

- The building maintenance staff noted that the main entrance doors to the Job Center constantly are in need of repairs and suggested the need for replacement. The door bottoms on the exterior doors are in bad shape. See photo #A23. Daylight could be seen under one door at the 1801 entrance. The potential for water to enter the vestibule exists. See photo #A24. Buyer should budget $10,000 for replacement of the eight entrance doors to the Job Center within the next five years.
- The painted steel doors and frames on the four exit doors at the rear of the building are in poor condition. The bottom of the doors and frames are rusty. Signs of water penetration into the building are present which has caused damage to the flooring and wall base. Heavy

traffic wear is also visible on the flooring materials at the doors. See photo #A25. Buyer should budget $4,000 for replacement of the steel doors and frames within the next five years.
- Panic hardware will need to be added to the required rear exit doors based upon occupancy if the building is remodeled. Buyer should budget $2,500 for hardware upgrades.

Old School of Electronics
- Panic hardware will need to be added to entrance door on the north elevation if this door becomes a required exit door based upon occupancy if the space is remodeled. Buyer should budget $750 for hardware upgrades.

1.8. ***Roofing –*** The entire building received a new roofing membrane in 1996. It appears as if the new membrane was placed directly over the existing. The tenant was unsure whether or not the existing roofing was under warranty. The roof is an adhered EPDM roof membrane over tapered roof insulation. The parapet walls are capped with shop painted sheet metal copings with exposed fasteners. The roofing appears to be in average condition based upon the age. However, the building maintenance staff mentioned they have had numerous leaks throughout the building and are constantly replacing damaged ceiling tile. Over the past ten years, new rooftop units have been installed involving new roof penetrations and patchwork. See photo #A26.

- A weather tight seal of the roofing membrane is questionable at several locations around the perimeter. See photo #A27.
- The roofing membrane has several large areas where the membrane is no longer fully adhered. Tires have been placed over the majority of these areas. See photo #A28.
- The roofing also had a couple of raised bulges near the southeast rear corner of the building. See photo #A29.
- Three roof drain covers were missing toward the rear of the building. See photo #A30. Potential for debris to collect and plug the drains. No overflow scuppers or overflow drains exist on the building.
- The Buyer should budget $500,000 for the removal of the existing roofing membrane(s), replacement of any damaged roof insulation, and the installation of new materials within the five to ten years depending upon future leakage problems.

1.9. ***Interior Walls and doors –*** Interior non-load bearing walls throughout the building are primarily gypsum board over metal stud framing. The walls throughout the job center are demountable and do not break the ceiling plane. CMU firewalls separate the Job Center from the School and separate the School from the neighboring shopping mall.

Job Center
- Several interior main corridor heavy traffic doors show signs of abuse over the years. See photo #A31. Buyer should budget $6000 for replacement of approximately ten interior corridor doors within the next five years.
- The tenant reported that several of the bi-fold closet doors tend to slide out of the track and require constant maintenance. A plastic laminate strip above the door head track on several doors was delaminated and needs adhesive for re-attachment. See photo #A32.
- The tenant repaints walls as needed. Most of the corners throughout the main corridors have plastic corner guards.

Old School of Electronics

- Many of the interior doors throughout the school are in poor condition. See photo #A33. Buyer should budget $9000 for replacement of damaged wood doors. (approximately 15 doors)
- The existing interior door knobs will need to be replaced with ADA lever action hardware if the space is remodeled. Buyer should budget $2500 for upgrading hardware. (approximately 20 interior doors)

1.10. ***Ceilings –*** Most interior ceilings are suspended heavy textured acoustical lay-in ceiling systems with gypsum board ceilings at the vestibules and at the soffits beneath the skylights. The majority of the ceilings within public areas appear to be in average condition.

Job Center

- Several ceiling tiles throughout the Job Center are sagging with stains from roof water leakage. The tenant mentioned that the existing ceilings are very messy when they become wet due to the heavy texture of the tile face. Buyer should budget $130,000 for new ceiling tiles and grid system throughout the Job Center. Replacement should take place at the time of HVAC and electrical upgrades. Buyer should also coordinate ceiling tile replacement with the re-roofing of the building within the next five to ten years to minimize additional water damage to ceiling tiles.
- The break room and a couple other rooms recently had new ceiling tiles installed which were a different style with less surface texture to minimize future mess if they become saturated with water.
- The gypsum board ceilings within the vestibules have water stains and dirt build up at the HVAC grilles. Ceiling re-painting and/or cleaning is recommended. Buyer should budget $500 for re-painting. See photo #A34.

Old School of Electronics

- Many ceiling tiles throughout the school are sagging with stains from roof water leakage. See photo #A35. Buyer should budget $34,000 for new ceiling tiles and grid throughout the old school. Replacement should take place at the time of HVAC and electrical upgrades. Buyer should also coordinate ceiling tile replacement with the re-roofing of the building within the next five to ten years to minimize additional water damage to ceiling tiles.

1.11. ***Flooring Materials –*** The flooring materials vary throughout the facility but are predominately carpet with the exception of entryways, break room and restrooms, which contain ceramic tiles and/or vinyl flooring.

Job Center

- The carpet and vinyl flooring in the public areas was recently replaced and appeared to be in good condition.
- The carpet throughout the employee area is in poor condition with many stains from heavy foot traffic and stains from roof leaks. The tenant would like to replace the existing roll carpet with carpet tiles for ease of installation with all the cubicles throughout the building and for ease of future replacement of stained areas. Buyer should budget $170,000 for new rolled carpet or $230,000 for carpet tile throughout the building.
- The break room vinyl flooring beneath the vending machines and refrigerators is in poor condition. Water damage and stains were consistent beneath the equipment. See photo #A36. A portion of the base is missing adjacent to the cabinetry in the room. Buyer should budget $2,500 for new vinyl composition tile.

- The tenant would also like to remove the vinyl flooring from the vending corridor in the employee work area. Sign of wear and gaps between a couple square tile existed.
- The vinyl flooring at the rear exit doors is in poor shape. Water damage and heavy traffic wear exists. Replace within the next five years should be budgeted. Buyer should budget $1,250 for new vinyl composition tile.

Old School of Electronics

- The vinyl composition tile in the school corridor and in the break room is in poor condition along with the vinyl base. See photos #A37 and #A38. Replacement is recommended.
- The carpet in the school is also in poor condition. Stains from wear and water damage exist. Carpet replacement is recommended.
- Buyer should budget $50,000 for flooring replacement in the existing school area.

1.12. ***Restrooms –*** The public restrooms and employee restrooms within the Job Center are compliant with current accessibility codes. The restrooms in the school are compliant with the exception of an accessible urinal. However in a remodel, the tenant mentioned that these would not become public toilets due to poor corridor visibility from the front desk.

1.13. ***Cabinetry*** – The cabinetry throughout the building is in good condition with minor maintenance requiring hinge tightening.

Job Center

- The sink in the break room currently is not accessible. Modifications will be required to accommodate accessibility if the building is remodeled. The countertop laminate is in good condition with the exception of two large chips near the sink. See photo #A39. Buyer should budget $2,500 for accessibility upgrade.

B. Structural Review

1.1 ***Structural Overview –*** The structural system consists of concrete foundation walls, concrete slab on grade, steel columns, open web steel joists and steel beams, and steel roof deck. All of which were in good condition with the exception of a few hairline cracks on the foundation wall, located below the brick control joints. See photo #A40. Typical structural bays are 40’ x 40’. No original construction documents were available for review.

C. Electrical Review

1.1 ***Electric Service & Distribution –*** There are (2) 2000 amp services, 120/208 volt, 3-phase, serving the building (here we define the building as the original grocery store limits, which include all the proposed purchase areas).

One of the 2000 amp services provides power to the Dane County Job Center and the other 2000 amp service is only partially used, and provides power to the old Wisconsin School of Electronics (WSE). There are two Madison Gas & Electric electrical meters, one for the Job Center and One for WSE.

- The services enter the building by a bus-duct section to fusible switchboards manufactured by ITE. This bus-duct connection is on the building exterior (Photo #E1) and will eventually be a maintenance issue. Thermal scanning and/or disassembly, cleaning, checking and reassembly should be considered for this connection.

  Budget (2) electricians for 8 weekend hours (1-1/2 time) ~ $1250

- The original fusible switchboards have some deferred maintenance (Photo #E2).

  Budget repairs on (2) switches ~$700 plus clean, inspect, lube and tighten lugs on (30) switches ~$1,000.

- The spare capacity for the building is predominately in the switchboard that serves WSE. To capture that spare capacity, there will have to be some metering work. The original metering scheme was modified for the WSE service, and would need to be brought back to the original metering set-up to capture the spare capacity.

  Budget $3,000 to restore metering to original metering design.

- The building has had several remodels, and acquired different manufacturers' equipment for each remodel. There is ITE, Westinghouse, Square D and other equipment.

- Most of the newer panels are in good working condition, there are a few of the original panels that should be replaced (Photo #E3).

  Budget replacement (2) panels x $3,000 ~ $6,000

- There is no surge suppression at the service entrances.

1.2 ***Branch Circuits –*** There are a few items to note regarding branch circuits.

- The Job Center has some issues with overloaded circuits. There are personal space heaters and impromptu break rooms that have caused problems. These are not inherently electrical problems (more heating/air conditioning and perhaps distance to established break rooms).

- Rooftop branch circuits were installed with very good craftsmanship, the only fitting (connector) that was found to not be secure, was for control wiring (Photo #E4)

1.3 ***Emergency Power -*** Emergency power for egress and exit lighting is provided by unit equipment (individual batteries in each exit or egress light).

- The job center has been actively replacing the unit batteries and therefore, they should be in working order.

- The unit batteries in the WSE should be considered at the end of their life, and assume replacement is necessary.

  Budget ~ $500 to replace (6) unit batteries.

- There are no exterior, emergency light fixtures at building exits. Any remodeling affecting the exits will require the addition of emergency lights.

1.4 *Telephone and Data Systems*

- The telephone entrance and distribution and the computer servers and distribution are in separate rooms in the Job Center. Horizontal wiring is CAT 5. The HVAC system does not use the space above the ceiling as a return air plenum, so plenum rated wiring is not required.

- The Job Center has cable tray above the ceiling. In one area, the HVAC ductwork is in conflict with the cable tray (Photo #E5). Over the years, some cable has been installed, that is not properly supported.

  Budget (1) electrician (3) days to work above suspended ceiling to support cables ~ $1,200.

- The WSE telephone and computer wiring is minimal. Most prior tenants horizontal telecom wiring has been removed or partially removed.

1.5 ***Lighting and Lighting Controls –*** The property has a combination of new fixtures with T8 fluorescent lamps (Job Center) and older fixtures with T12 fluorescent lamps (WSE). The older fixtures may have some PCB ballasts. The ballasts that contain PCB will require proper disposal.

The Job Center has early versions of the electronic ballasts and T8 lamps in 3-lamp parabolic fixtures. The 3-lamp parabolic fixtures use a single ballast which does not allow multiple levels of lighting. There is task lighting available in the open office cubicles (Photo #E6). Lights are master switched via panel mounted lighting contactors.

WSE lighting is predominately prismatic lenses T12 troffers. Rooms typically have a single light switch allowing a single level of lighting.

- Remodeling of the WSE will need to transition to more efficient T8 lamps and electronic ballasts to meet current state energy codes.

  Even using the existing WSE space without remodeling, we recommend fixture replacement for energy savings. Budget $2.25/sq-ft (17,000 sq-ft) for removing existing fixtures and replacement ~$38,000

- There is no lighting control system that would meet current energy code requirements for automatic night shutdown of lights. The state energy code would require the addition of lighting controls for automatic shutdown (and will trigger other lighting conservation requirements) whenever remodeling contiguous spaces of 5,000 sq-ft or more. A lighting control system typically starts at about $4000. Alternatively, remodeled areas may use occupancy sensors to provide the automatic shutdown of lights.

- There is no additional control of lights in perimeter zones where windows allow some daylighting. Any remodeling in those areas will require additional controls to allow at least half the lights to be switched off within the daylighting zones (includes areas around skylights).

- The under canopy lights are incandescent can lights. These are energy inefficient and do not have very long service life (more maintenance). Any canopy remodeling should transition to a high intensity discharge fixture.

A budget for the light fixtures for a canopy renovation should be ~$1750 per canopy.

- The parking lot light fixtures (Photo #E7) are beyond their life expectancy. They do not meet the current outdoor lighting ordinance. Replacing the fixtures with full cut-off fixtures will probably require new parking lot light poles to get the new fixtures up higher, or will require additional light poles.

  Budget for (2) new light poles with (4) fixtures per pole ~ $4,400.

1.6 Fire Alarm – The property has fire alarm coverage provided by (2) different fire alarm systems.

- The Job Center has a Cerebus – Pyrotronics addressable fire alarm system with voice alarm capabilities. There are areas that do not meet current ADA standards for visual annunciation, and most likely, there are areas that do not meet current City of Madison, 70 decibel alarm requirements. The system is "free air" wired (not in conduit) and there are areas where the "free air" cable is not supported correctly (Photo #E8).

  In general the Job Center fire alarm system is a fairly modern, expandable system and should not have any special maintenance issues. The Job Center fire alarm reports to the Capital Police, who also have access to the voice alarm for emergency (tornado) announcements.

- WSE has a Johnson Controls, hard wired, fire alarm system. The two systems are interconnected to alarm as a single fire alarm system. This adds to the testing time of the systems. After testing the Job Center fire alarm, one must first reset the Johnson Controls system before resetting the Pyrotronics system.

- If the building becomes a single, owner occupied building, the Johnson Controls fire alarm system should be removed and the Pyrotronics system expanded to cover that space. This will improve maintenance and testing.

  Budget $1.00/sq-ft (times 17,000 sq-ft) ~ $17,000

1.7 Security Systems – Both the Job Center and WSE have some perimeter access control (the systems are separate).

- The Job Center has additional panic alarms that report to Capital Police.

D. HVAC Review

1.1 Primary HVAC - The current building included in this study will be broken down into (2) separate primary HVAC systems. One being the old Herzing School of Electronics (17,000 S.F.) and the other being the Dane County Job Center (65,000 S.F.).

A) The old Herzing School of Electronics HVAC system consists of (6) gas fired, DX cooled Roof Top Units (RTU). All RTU's are single zone constant volume with (1) non programmable thermostat for each unit. The exact age and model number of the RTU's is unknown. The design drawings are not available (may not exist) and the nameplate data listed on the unit is not legible due to weathering. All RTU's were manufactured by Carrier Corporation. Based on the age of the building and the amount of weathering on the unit, we estimate the age of

the RTU's to be between 25-30 years. The average life expectancy for this type of equipment is between 15-20 years. Due to the age of the RTU's and the amount of damage that has occurred throughout the years (refer to pictures H1 and H2); we feel that the RTU's are well past their life expectancy and no maintenance should be done on the units. The buyer should budget $153,500 for a complete replacement of the HVAC system for this area. This budget amount would be for (2) new gas fired, Variable Air Volume (VAV) RTU's in place of the (6) that are existing. The number would also include a new supply / return duct distribution system. Hot water reheat coils (on the VAV boxes) and a new hot water piping loop coming from the Dane County Job Center hot water system would be used. Hot water cabinet unit heaters would be installed in the vestibule. The new RTU controls would be all electronic and would be incorporated into the Dane County Job Center building automation system (that cost is not included in this budget number). The cost estimate does not include any general construction or electrical work would be required.

B) The Dane County Job Center HVAC system consists of (8) gas fired, DX cooled RTU's, (3) gas fired (heating only) RTU's and (2) separate boiler systems.

- The (8) gas fired, DX cooled RTU's are all Carrier model number 48DKD (six of them have 25 ton cooling capacity and two have 30 ton cooling capacity). These RTU's provide cooling to the building and have VAV control. They serve Carrier VAV boxes located through out the building. The VAV boxes do NOT have any reheat capabilities associated with them. There are zoning problems associated with the VAV boxes that should be addressed (ex. conference rooms on the same thermostat as open office space). These RTU's were installed in 1993.
- The (3) gas fired heating only RTU's (Sterling model RT300F4N) (refer to picture H3) were installed to heat the ceiling plenum space only. These units were installed in 1993.
- One Hot water boiler system (refer to picture H4) was installed to provide heat to the offices located on the north exterior wall. Hot water radiant ceiling panels were installed to heat the offices. This boiler and pump was installed in 1993 and is located in a janitor's closet located near the front entrance.
- A second boiler system (refer to picture H5) was installed to provide hot water (glycol solution) to new hot water pre heat coils (refer to picture H6 & H7) that were installed to the outdoor air intakes of each of the existing (8) RTU's serving the building. This system was installed around 1997.

The existing RTU's have been well maintained and are in fairly good condition. They have approximately 2 – 5 years of useful life left in them. It was stated that on average, a compressor for one of these RTU's has to be replace each year along with the control mother board. The boilers and pumps have also been well maintained and have approximately 6-8 years useful life left in them. The problem however is that the current system does not appear to work properly. The heating system is unable to maintain the thermostat set point during the heating season. Supplemental portable heaters have been brought in by the employees to help keep them warm. Furthermore, the building almost had to be closed during working hours due to lack of heat to the space.

There are numerous ways to address the problems of this system but describing all feasible options was not the intent of this study. We will provide one possible solution (recommended) and provide a budget number for that solution. A more thorough study dedicated to the HVAC system should be completed in order to provide multiple options and budget numbers

to the potential buyer of this building. The following list is our recommended solution to the HVAC problems this building is having:

- Remove the (3) RTU's that are heating the ceiling plenum. There is no need for these units if heat is provided to the occupied space.
- Remove the existing (8) RTU's that serve the occupied area and replace with new, high efficient VAV RTU's. If feasible, the existing roof curbs could be reused. Provide stainless steel burner assemblies to accommodate the high amount of minimum outside air that is required. The existing pre-heat coil on the outdoor air intake will not be needed.
- Replace all of the existing VAV boxes with new VAV boxes that include hot water reheat coils. The reheat coils would be sized to provide the entire required heat load to the occupied space. This system would allow the RTU to simultaneously heat one zone while cooling another zone. Provide additional VAV boxes as necessary to provide adequate zoning. Reuse a majority of the existing supply and return duct mains and as much of the existing branch ductwork as feasible.
- Remove both boilers and provide (2) new boilers (each sized for 75% of the total load, including the Herzing space). Reuse as much of the existing hot water piping as feasible. Reuse the existing radiant ceiling panels in the North exterior offices. Provide new piping to the hot water reheat coils. Provide (2) new inline pumps sized to provide hot water to both buildings reheat coils.
- Remove the existing supplemental electric heat equipment and replace with new hot water heating equipment.
- The budget number for the above options is $435,000
- The budget number does not include any general construction work or electrical work that would be required for the HVAC system upgrade.

1.2 ***Auxiliary Systems -*** The computer / server room incorporates a secondary split system (Liebert Unit) for primary cooling. The unit is able to run under low ambient conditions and is in good working order. No replacement of this system should be required in the next 5 years.

The building has a limited amount of supplemental electric heat (primarily in vestibules) (refer to picture H8). These units appear to be in good condition with no required replacement in the next 5 years. There is no supplemental electric heat in the Herzing School of Electronics building. If a hot water system is included, we recommend replacing all of the electric heat equipment with hot water equipment. That budget amount was included in the overall budget number listed above.

1.3 ***Exhaust system –***Toilet exhaust and Janitors closet exhaust is provided by exhaust fans located on the roof (refer to picture H9). All fans are in good condition and are working properly. The exhaust grilles are extremely dirty and require cleaning. The existing ductwork is very dirty also and should be cleaned in the near future. There is no exhaust in the break rooms and it was stated that food odor travels throughout the building. A new exhaust fan should be added to serve the break rooms and the return duct and grilles in the break rooms should be removed. The air pressure in the break rooms should be designed at a negative pressure to prevent odor transfer out of the break room into the general office space. A budget of $1750 should be included for each fan system added.

1.4 ***Humidification –*** It was stated that there is no humidification control in this building.

1.5 ***Controls –*** The existing controls for the old Herzing School are almost non existent. The units run off a non programmable room thermostat (refer to picture H10). These should be removed and the controls for the new system would be tied into the Dane County Job Center building. The existing controls for the Dane County Job Center building are a combination of pneumatic and electric controls. Control panels from RTU's and a Johnson Controls Metysys panel (refer to pictures H11 & H12) run the HVAC system. There are no problems with the control system other than it is trying to control a system that does not work properly. If the HVAC system gets modified, the entire control system should be upgraded to have all electric operation (no pneumatic). This is a very difficult number to budget for due to the numerous unknown factors at this time. A safe budget number would be $165,000. This would provide all new controls for both portions of the building. This number may be lower if any of the existing Metasys system could be reused.

E. Plumbing Review

1.1 ***Plumbing Service -*** The building water service enters the building at the South East corner and is metered. There are several building sewers existing the building. There is one fire protection entrance located on the South East corner of the building. There have been no problems reported with any of the services entering the building. There has been sewer backup in the north end of the building. It was stated that this was due the day care facility and that there was no problem with the sanitary line exiting the building at this location. There is no required replacement of any of these systems in the next 5 years.

1.2 ***Water Heating –*** Multiple electric water heaters provide hot water to the building. There has been no problem the existing water heaters providing hot water to the building. There is no required replacement of this system in the next 5 years.

1.3 ***Water Softeners -*** The water softener systems appear to be in good condition and their useful life is dependant on the routine maintenance. It was mentioned that some service work has been done recently on the softeners due to unusual salt usage. The problem has been resolved. There is no required replacement of this system in the next 5 years.

1.4 ***Plumbing Fixtures -*** The age, type and condition of the plumbing fixtures vary through the facility. But in general, the plumbing fixtures should be expected to require minimum maintenance over the next 3-5 year. It was stated that occasionally a gasket leaks on a urinal and the gasket would be replaced. This is fairly typical and should be considered standard maintenance. It was also stated the automatic flush valves would be useful due to the amount of Non flushing urinal use happening. A budget of $450 per plumbing fixture should be included to add six automatic flush valves. There are existing water coolers located throughout the building. They are showing their age but appear to be in good condition with no expected replacement in the next 5 years. Adjustments need to be made on the water cooler in the Herzing school building to prevent water from spraying the wall.

1.5 ***Sump Pumps -*** There are no sump pumps at this building.

1.6 ***Fire Protection -*** The building is fully protected by a fire sprinkler system. The sprinkler heads have been replaced in the last 5 years due to a factory recall. There is no required replacement of this system in the next 5 years.

APPENDIX A – PHOTOS

Photo #A1 – rear paving

Photo #A2 – rear entrance apron

Photo #A3

Photo #A4

Photo #A5

Photo #A6 – south ramp

Photo #A7 – typical guardrail condition

Photo #A8 – south ramp

Photo #A9 – south ramp

Photo #A10 – east stair / ramp

Photo #A11 – east stair / ramp

Photo #A12 – east stair / ramp

Photo #A13 – east stair / ramp

Photo #A14 – east stair / ramp

Photo #A15 – south loading area

Photo #A16 – fence along east property line

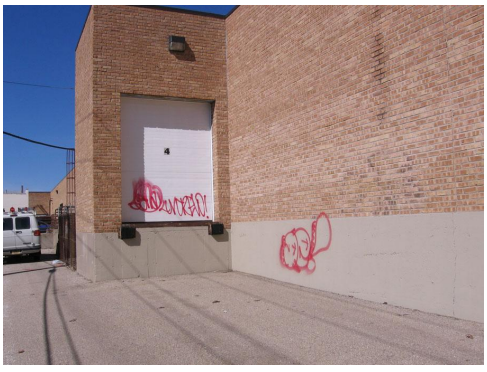

Photo #A17 – south loading area

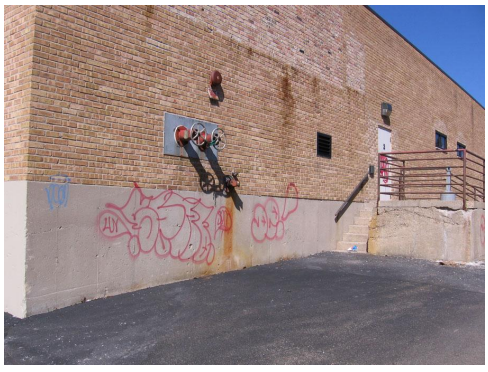

Photo #A18 – southeast corner

Photo #A19 – north elevation brickwork

Photo #A20 – window sill detail

Photo #A21 – exterior canopy soffit

Photo #A22 – steel lintel

Photo #A23 – 1819 entrance doors

Photo #A24 – 1801 entrance door

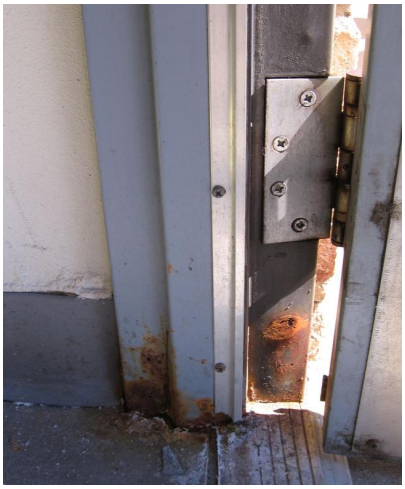

Photo #A25 –rear entrance doors

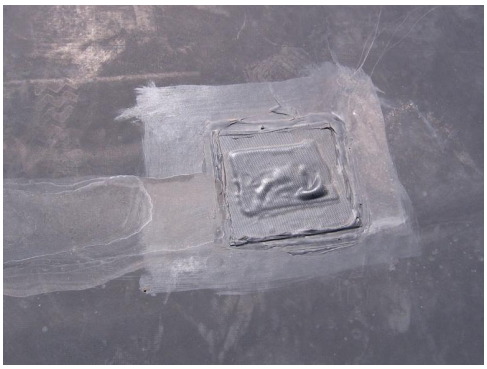

Photo #A26 – Typical roof patching

Photo #A27 – perimeter parapet

Photo #A28 – non-adhered membrane

Photo #A29 – roof bulges

Photo #A30 – roof drain

Photo #A31 – heavy traffic corridor doors

Photo #A32 – bi-fold closet doors

Photo #A33 – interior doors in school

Photo #A34 – Interior ceiling at vestibules

Photo #A35 –interior ceiling tiles in school

Photo #A36 – break room flooring

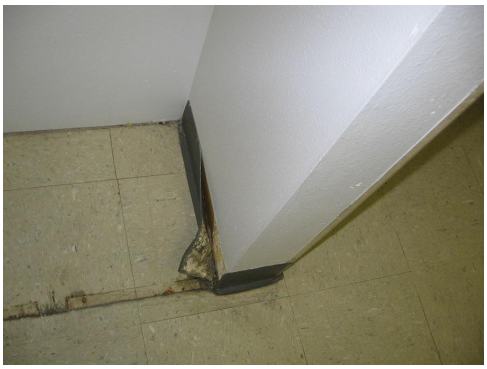

Photo #A37 – corridors in school

Photo #A38 – break room in school

Photo #A39 – break room in Job Center

Photo #A40 – foundation wall

Photo #E1 – Exterior Electrical Bus Connections

Photo #E2 – Main Switchboard Bad Switch

Photo #E3 – Panelboard

Photo #E4 – Electrical Fitting

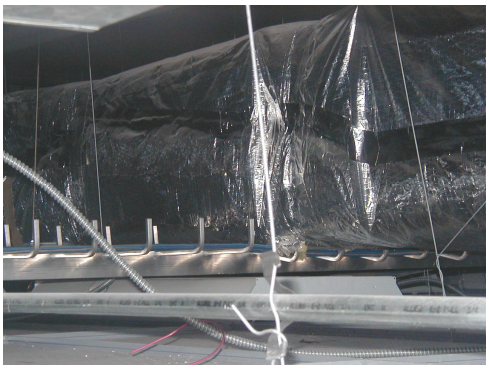

Photo #E5 - Cable Tray

Photo #E6 – Open Office Lighting

Photo #E7 – Parking Lot Lighting

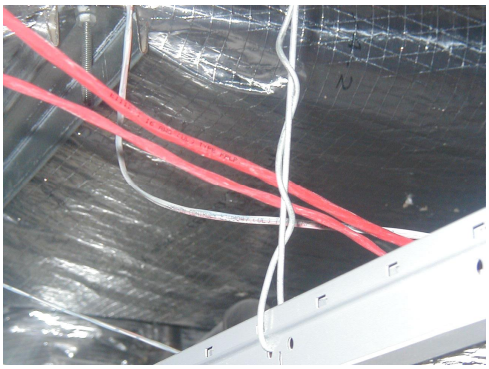

Photo #E8 – Fire Alarm Wiring

Photo #H1 – Typical hail damage to RTU coil fins

Photo #H2 – Typical RTU damage

Photo #H3 – Typical heating only RTU

Photo #H4 – Boiler near front entrance

Photo #H5 – Pre-heat coil boiler

Photo #H6 – Typical pre-heat coil

Photo #H7 – Typical pre-heat coil

Photo #H8 – Typical electric heat in vestibule

Photo #H9 – Typical roof exhaust fan

Photo #H10 – Typical non programmable thermostat

Photo #H11 – Building control system

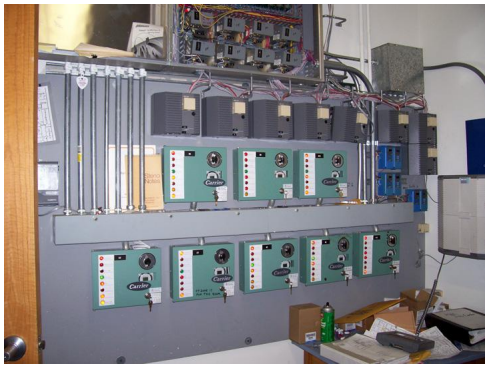

Photo #H12 – Building control system