

Dane County Contract Cover Sheet

Revised 01/2022

Res 012
Significant

Dept./Division	Dane County Department of Administration-Public Works Engineering Division		
Vendor Name	Hammel, Green and Abrahamson, Inc.	MUNIS #	3261
Brief Contract Title/Description	Award of Agreement for Comprehensive Energy & Emissions Assessment		
Contract Term	5/2022 to 11/2022		
Contract Amount	\$300,000.00		

Contract # Admin will assign	14738
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Todd Draper	Name	Svein Morner
Phone #	608-267-0119	Phone #	608-554-5333
Email	draper@countyofdane.com	Email	smorner@hga.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 322007
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 1593	Org: COEXECCP	Obj: 57325	Proj:	\$ 300,000.00
	Year 2022	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	012
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Draper, Todd	Digitally signed by Draper, Todd Date: 2022.05.03 10:46:56 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/3/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 3, 2022 11:43 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14738
Attachments: 14738.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Patten (Purchasing), Peter		Approve: 5/3/2022 1:31 PM
	Gault, David	Read: 5/3/2022 11:47 AM	Approve: 5/3/2022 11:48 AM
	Lowndes, Daniel		Approve: 5/3/2022 3:30 PM
	Stavn, Stephanie	Read: 5/3/2022 1:08 PM	
	Oby, Joe	Deleted: 5/4/2022 8:05 AM	

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14738

Department: Public Works

Vendor: Hammel, Green & Abrahamson

Contract Description: Provide consulting services for comprehensive energy & emissions assessment for Dane County Facilities Management

Contract Term: 5/1/22 – 11/30/22

Contract Amount: \$300,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Hicklin, Charles
Sent: Tuesday, May 3, 2022 4:58 PM
To: Goldade, Michelle
Subject: Approve: Contract #14738

1
2
3 **2022 RES-012**

4 AWARD OF AGREEMENT FOR CONSULTING SERVICES FOR COMPREHENSIVE ENERGY
5 & EMISSIONS ASSESSMENT AT DANE COUNTY FACILITIES MANAGEMENT

6 The Department of Administration-Public Works Engineering Division reports the receipt of
7 proposals for Consulting Services for Comprehensive Energy & Emissions Assessment at Dane
8 County Facilities Management, 210 Martin Luther King Jr., Blvd., Madison, WI, Public Works
9 Proposal No. 322007.

10
11 A complete tabulation is on file at the Department of Public Works Office.

12
13 An Agreement has been negotiated with:

14
15 Hammel, Green and Abrahamson, Inc.
16 7475 Hubbard Ave.
17 Middleton, WI 53562
18

19 The Public Works staff finds the amount to be reasonable and recommends the Agreement be
20 awarded to Hammel, Green and Abrahamson, Inc.

21
22 There are sufficient funds available for this project. The term of the borrowing used to support
23 this project will be 5 years.

24
25 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Hammel, Green and
26 Abrahamson, Inc. in the amount of \$300,000.00; and

27
28 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
29 and directed to sign the Agreement; and

30
31 **BE IT FINALLY RESOLVED** that the Department of Administration-Public Works Engineering
32 Division be directed to ensure complete performance of the Agreement.

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: 4/27/22
Project No.: 322007
Agreement No.: 14738

THIS AGREEMENT is between the County of Dane, Office of Energy & Climate Change, hereinafter referred to as “COUNTY”, and Hammel, Green and Abrahamson, Inc, 7475 Hubbard Ave, Middleton, WI 53562, hereinafter called the “CONSULTANT”.

WITNESSETH

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

Comprehensive Energy & Emissions Assessment

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

WHEREAS, COUNTY has authority to engage such services, and

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

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

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

Hammel Green and Abrahamson Inc

COUNTY OF DANE

Svein Morner

Digitally signed by Svein Morner
DN: C=US, E=smorner@hga.com, O="Hammel,
Green and Abrahamson Inc.", CN=Svein Morner
Date: 2022.04.27 11:02:35-05'00

Signature

Date

Joseph T. Parisi, County Executive

Date

Svein Morner

Printed Name

Principal

Title

41-0778838

Federal Employer Identification Number (FEIN)

Scott McDonell, County Clerk

Date

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
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1. ARTICLE 1: SCOPE OF AGREEMENT

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

Documents and the CONSULTANT shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

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

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

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

2.A. General:

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

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

2.A.2) An assigned COUNTY Office of Energy & Climate Change staff person will be the CONSULTANT's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

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

2.A.4) The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

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

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

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

2.C. Facility Audits:

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

2.C.1) a. reduce energy usage, energy demand, water usage and emissions, including through beneficial electrification

2.C.1) b. increase County resilience at that facility

2.C.1) c. integrate electric vehicle charging into the facility

2.C.2) For Tier 1 identified resource savings opportunities, the Contractor will use a vetted building energy model to estimate associated resource savings, specifying resource and dollar savings as well as associated greenhouse gas emission reductions. For Tier 2 identified resource savings opportunities, the Contractor will estimate the associated resource savings, specifying resource and dollar savings as well as associated greenhouse gas emission reductions by using energy savings calculations tools and methods they deem most appropriate. All projections should take into account anticipated changes in utility fuel mix and the associated changing greenhouse gas impacts. Contractor will provide opinion of cost associated with all energy savings opportunities identified.

2.C.3) For all resilience opportunities, the Contractor will identify resilience risks and recommend strategies to reduce those risks. Risk assessment should focus on natural disaster risks exacerbated by climate change including but not limited to high precipitation events, high heat events and power outages. For all identified risks, the Contractor will summarize the existing risk as well as the cost and benefits of the proposed solution, including changes in resource use and emissions.

2.C.4) Relative to electric vehicle charging, the Contractor will identify any service upgrades necessary to accommodate County vehicle charging at that facility based on the types of vehicles and usage patterns typical for that location. Contractor will identify recommended service upgrades or other accommodations required as well as an estimate of installation costs, estimated energy and demand charges and emission reductions.

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

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

2.E. Lists of Capital Investment Priorities:

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

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

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

2.E.1) c. EV Charging Project List that details any recommendations associated with future EV charging installations. This list should detail recommended service upgrades or other accommodations required as well as an estimate of

installation costs, estimated energy and demand charges and emission reductions. Again, this list should be an ongoing endeavor so that the Project Team can see recommendations from completed audits while other audits are still in process.

2.F. Design Standard Recommendations:

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

2.G. Ongoing Energy and Emissions Management Recommendations:

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

2.H. Stakeholder Meetings:

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

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.

3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the CONSULTANT data known to COUNTY or requested by the CONSULTANT, which may be needed for the fulfillment of the professional responsibility of the CONSULTANT. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the CONSULTANT shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the CONSULTANT from the responsibility for conducting a field survey to verify existing conditions as specified herein.

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

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

3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.

3.G. COUNTY will prepare and process the Agreements between COUNTY and CONSULTANT, and between COUNTY and construction contractor(s).

3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

4. ARTICLE 4: COMPENSATION

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

4.A.1) COUNTY will pay the CONSULTANT separate lump sum fees of \$133,400 for Tier 1 Facilities and \$166,600 for Tier 2 Facilities and other deliverables.

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

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

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

Investment Grade Audit	Walk Through Audit
\$.40 /SF for facilities < 20,000 SF of \$8,000	\$.30 / SF for facilities < 20,000 SF of \$6,000

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

Energy engineer: \$180 per hour

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

4.C. Reimbursable Expenses:

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

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

- 4.C.1) b. Expense of a site survey when needed.
- 4.C.1) c. Expense of a geotechnical investigation and soils and material testing when required.
- 4.C.1) d. Expense of State and / or City review fees when required.
- 4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

- 4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the CONSULTANT's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the CONSULTANT, and subsequently approved by COUNTY prior to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the CONSULTANT's Agreement.
 - 4.D.1) a. Conducting Investment Grade or Walk Through Audits of one or more facilities on the Tier 3 Facilities list.
 - 4.D.1) b. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
 - 4.D.1) c. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the CONSULTANT other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.
 - 4.D.1) d. Preparing detailed models, perspective or renderings.
 - 4.D.1) e. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the CONSULTANT or its consultants.
 - 4.D.1) f. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.
 - 4.D.1) g. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
 - 4.D.1) h. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the CONSULTANT is party thereto.
 - 4.D.1) i. Providing historical preservation research or documentation.

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

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

4.E. Payments to the CONSULTANT:

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

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

4.E.2) No more than ninety percent (90%) of the CONSULTANT's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that all deliverables have been satisfactorily completed by the CONSULTANT, COUNTY will determine how and when the remaining lump sum fee is disbursed.

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

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

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

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

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

5. ARTICLE 5: ACCOUNTING RECORDS

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

6. ARTICLE 6: TERMINATION OF AGREEMENT

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

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

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

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

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

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

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

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

10. ARTICLE 10: OTHER INSURANCE

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

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

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

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.

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

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

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

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

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

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

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

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

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

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

12.B. Civil Rights Compliance:

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

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

- 12.B.2) CONSULTANT agrees to comply with the COUNTY's civil rights compliance policies and procedures. CONSULTANT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CONSULTANT. CONSULTANT agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CONSULTANT further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- 12.B.3) CONSULTANT shall post the Equal Opportunity Policy, the name of CONSULTANT's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. CONSULTANT shall supply to COUNTY's Contract Compliance Specialist upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- 12.B.4) CONSULTANT shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: _____

Project No.: 322007

Agreement No.: _____

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

WITNESSETH

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

Comprehensive Energy & Emissions Assessment

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

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

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

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

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

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

CONSULTANT Firm Name _____

A/E Firm Name _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Providing the following services:

Provide a Comprehensive Energy and Emissions Assessment on Dane County Facilities