

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Sheriff Office	Contract/Addendum #: 12549 AT																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Contract</th> <th style="width: 40%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary X Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 11/1/2015 – 10/31/2016																					
4. Amount of Contract or Addendum: \$30,590																					
5. Purpose: request approval of a contract amendment to Mead and Hunt Inc. to research potential life and health safety mitigation strategies, short-term repairs and procedures focusing on increasing safety, and to develop an exit strategy to decommission the CCB Jail.																					
6. Vendor or Funding Source: Mead and Hunt, Inc.																					
7. MUNIS Vendor Code: 5096																					
8. Bid/RFP Number: RFP Bid Number 115084																					
9. Requisition Number:																					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. CPSHRF 57683 Amount \$30,590 Account No. & Amount, Org & Obj. SHRFFLD 80527 Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year -- no requisition required																					
14. Is a resolution needed? X Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2016 RES-094																					
15. Does Domestic Partner equal benefits requirement apply? X Yes <input type="checkbox"/> No																					
16. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	6/2/16	_____	Mead and Hunt, 6501 Watts road, Madison, WI, 53719	
Controller	_____	_____	6/2/16	Contact Person	
Corporation Counsel	1	6/2/16	6/2/16	David Way	
Risk Management	_____	6/2/16	6/2/16	Phone No.	
Purchasing	_____	6/2/16	6/2/16	608.273.6380	
_____ County Executive	_____	_____	_____	E-mail Address	
				meadhunt.com	

Footnotes:
 1. Requires Pw Contract for follow-on work.

Return to: Name/Title: Lillian Radivojevich Phone: 608.284.4801 E-mail Address: radivojevich@danesherriff.com	Dept.: Sheriff's Office Mail Address: PSB, 115 W. Doty Street, Madison, WI, 53703
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 6-2-16

Signed: 

Telephone Number _____

Print Name: _____

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____

Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

ADDENDUM OF AGREEMENT

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Mead and Hunt, Inc. in association with Potter Lawson, Inc. and Pulitzer Bogard and Associates, LLC (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS On May 17, 2016, the Provider presented a preliminary report of the Jail Updates Study on the costs and feasibility of addressing the immediate life and safety issues of the City-County Building Jail (CCB Jail). Based on their findings, the Provider advised the County not to consider extending the life of the CCB Jail, but should work towards an exit strategy with due haste. The CCB Jail has significant problems, issues, and conditions that threaten the health and life safety of those living, working and volunteering in the facility.

WHEREAS The linear design of the CCB Jail uses an outdated model of supervision which does not allow for adequately safeguarding individuals the County is charged with safely housing. The CCB Jail facility poses a risk to life and threatens health safety in the case of a catastrophic event (fire, smoke, and weather) as numerous cells exceed the maximum travel distance to an exit or smoke barrier. The CCB Jail is also in need of continuous repair and service due to age of the facility; equipment and replacement parts are obsolete and have to be fabricated. The original door hardware requires continual maintenance and repair. The ability to unlock cells, cellblocks, corridors and exit doors in a timely manner is compromised.

WHEREAS The County's insurance company sanctioned a study of the Dane County Jail and advised that the CCB Jail's *"Outdated physical plant, and model of remote/intermittent observation and supervision, may increase Dane County's exposure to litigation over inmate self harm."* They recommended to "Continue with space study to determine how to replace this building, or research major renovations to comply with current and evolving practices in Jail Operations and Corrections." Additionally, a WI State Jail Inspector noted several concerns regarding the CCB Jail stating, *"These shortfalls, in part, illustrate how antiquated the facility is and how operating a jail in three separate buildings (one of which is 60 years old) poses ongoing logistical and operational challenges. The ability of the Sheriff's Office to appropriately manage risk in this environment continues to be compromised and is creating a potentially liable situation for the county."*

WHEREAS The high quality staff of the Sheriff's Office has prolonged use of the CCB Jail past it's useful life through diligent attention to inmates housed there. However, the ability to continue appropriately caring for inmates is challenged by the physical structure of the CCB Jail and the unavailability of appropriate special needs space for inmates. In 2015, excluding those in receiving, 96% of inmates that attempted self harm were housed in the CCB Jail.

WHEREAS The Sheriff is exploring more options for inmate housing but the preliminary information is that there is not the ability to house a large number of maximum security, special needs or restrictive housing inmates in other county jails.

WHEREAS After consideration of the multiple issues with the CCB Jail and, based on the preliminary report indicating excessive costs for both capital and operating expenses to bring the 1954 CCB Jail to state and federal code, the Public Protection and Judiciary Committee unanimously voted to direct the consultants not to move forward with the option to remodel the CCB Jail. Instead, the Committee directed the consultants to prepare at least two options for remodeling the Public Safety Building, per contract, that includes developing appropriate facilities to address mental health issues.

WHEREAS The Provider and the County, by a separate document (hereinafter, the "Master Agreement"), Purchase of Services Agreement No. 12549 have previously entered into a contractual relationship.

WHEREAS The County and Provider wish to amend the Master Agreement and engage the consultant team to assist the County in creating life and safety mitigation projects while an exit strategy for jail operations in the CCB Jail is developed.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Provider shall research potential mitigation strategies to include short-term repairs and procedures with a focus on increasing safety in the CCB Jail until it is fully decommissioned.
3. The Provider shall meet with County Stakeholders, at a date to be determined, to discuss potential mitigation strategies and recommendations to assist the County in determining a course of action for addressing life safety issues. Prior to the meeting, the Provider shall provide the County with a preliminary report on their findings in item 2 herein to guide the discussion.
4. Once the County has determined a course of action, the Provider shall develop an implementation plan. The written plan shall include phasing, a potential schedule, and opinion of probable cost for capital projects as well as the cost associated with the anticipated longevity of any repairs; staffing and procedural options for life safety mitigations, and whether inmates will need to be temporarily moved out of areas of the CCB Jail in order to effectuate the short-term repairs.
5. Once an implementation plan is approved by the County, the Provider, under a separate contract between the County and the Provider, shall create architectural/engineering documents: Schematic Design (SD); Design Development (DD); Construction Documents (CD) for the project determined by the County, with the intent that the County will put the project out for bid. In addition, the team will perform Construction Administration throughout the construction phase based on the following fee structure;

Construction Cost Range	Percentage of Fee
\$500,000 - \$4,999,999	8.5%
\$5,000,000-\$24,999,999	7.8%
\$25,000,000 - \$50,000,000	7.1%

The Provider shall submit to the County twelve (12) hard copies, along with an electronic copy in Word or PDF format 14 business days after being notified of the County's course of action.

The Provider shall be paid no more than \$30,590 for items 2-4 for the scope as written within. The cost of item 5 shall be determined utilizing the fee structure above.

Ten percent (10%) of the Addendum contract value will be retained until the study is approved and accepted by the County.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR COUNTY:

Date Signed _____

Date Signed _____

FOR PROVIDER

Date Signed 6-1-16 David Way David Way
vice president



2140 Denton Way
Middleton, Wisconsin 53562
608-273-6330
meadhunt.com

June 1, 2016

Mr. Jeff Hook
Chief Deputy
Dane County Sheriff's Office
115 W. Doty Street
Madison, WI 53703

Subject: Proposed Amendment to the Dane County Jail Updates Contract

Chief Deputy Hook:

The team of Mead & Hunt, Inc. (Mead & Hunt), Potter Lawson Inc., and Pulitzer Bogard and Associates are pleased to submit this proposal amendment to provide consulting services for helping the County with an exit strategy for the City/County Building (CCB) Jail. This is an amendment to the Dane County Jail Updates Contract, dated November 10, 2015.

Project Understanding

Our proposal is based on:

- The Dane County Sheriff's Office description and project knowledge of the need to have an exit strategy for the CCB jail
- Preliminary Report – Part 1 Health and Life Safety Report of the CCB Jail dated May 2016
- Purchase of Agreement
- Schedule A attachment to the Purchase of Agreement
- Dane County Jail and Sheriff's Office Needs Assessment and Master plan (Masterplan), dated June 2014

Scope of Services

After receipt of authorization to proceed, Mead & Hunt team shall:

1. **Research potential mitigation strategies prior to face to face meeting, and provide preliminary report**
 - a. Review CCB Jail physical plant with regard to potential short term repairs and procedures to help increase safety until the CCB Jail is decommissioned. The team will review the following areas before an upcoming face to face meeting with the County Stakeholders. The review will focus on:
 - i. Health and Life safety codes, regulations and implications
 - ii. Physical plant – smoke control, security detention, electronic security, cameras
 - iii. Restrictive housing mitigation and policies and practices
 - iv. Medical/Mental Health mitigation policies and practices

Mr. Jeff Hook

June 1, 2016

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- b. Provide the County with a preliminary report, outlining potential opportunities developed from the information above.
- c. Assumptions:
 - i. The team will base their review around the Preliminary Study recommendations. No new recommendations will be reviewed.
 - ii. No face to face meetings will be needed for this part

Part 1. Total cost for Mead & Hunt Team: \$8,760.00

2. Face to Face Meeting with County Stakeholders, in Madison, WI

- a. The full team will attend a 1-day meeting to discuss and review options for short-term mitigation for the CCB's issues determined in part 1 above with regard to the Preliminary Dane County Jail Updates Report dated May 2016. Team will consist of:
 - i. Mead & Hunt – David Way, Kevin Lichtfuss, Jeff Pronschinske
 - ii. Potter Lawson – Beth Prochaska, Jan Horsfall
 - iii. Pulitzer Bogard – Curtiss Pulitzer, Cheryl Gallant (via phone if necessary), Judi Regina-Whitely (via phone if necessary)
- b. The team will discuss their suggestions related to part 1 above, and assist the County with understanding values of recommendations regarding:
 - i. Health and Life safety codes, regulations and implications
 - ii. Physical plant – smoke control, security detention, electronic security, cameras
 - iii. Restrictive housing mitigation and policies and practices
 - iv. Medical/Mental Health mitigation policies and practices
- c. Assumptions:
 - i. The County makes all decisions on how and when to move forward, as well as risk assessment decisions

Part 2. Total cost for Mead & Hunt Team (including travel and expenses): \$9,330.00

3. Implementation Plan Document and Opinion of Probable Costs

- a. Upon receiving recommendations from the County regarding Part 2 decisions, Mead & Hunt's team will develop an implementation plan document
- b. Documentation to consist of a written plan of execution with phasing, potential schedule, and opinion of probable cost for capital projects. Elements of this plan will cover:
 - i. Health and Life safety codes, regulations and implications
 - ii. Physical plant – smoke control, security detention, electronic security, cameras
 - iii. Restrictive housing mitigation and policies and practices
 - iv. Medical/Mental Health mitigation policies and practices
- c. Assumptions:
 - i. Limit one revision after review comments are received from the County
 - ii. No CAD or Revit drawings will be completed
 - iii. No presentations will be made

Part 3. Total cost for Mead & Hunt Team: \$ 12,500.00

Total Cost Parts 1-3: \$30,590.00

4. Preparation of Architectural and Engineering design documents

- a. Upon approval of recommendations from the County, the team will create architectural/engineering documents: Schematic Design (SD); Design Development (DD); Construction Documents (CD) for the project determined by the County, with the intent that the County will put the project out for bid.
- b. The team will also perform Construction Administration throughout the construction period phase.
- c. As the actual project scopes and opinion of probable costs are not yet know, we submit the following as a guide for fee determination. Our fees are based on a range and percentage of construction cost for remodeling of complex areas. These fees have been developed based on Means Cost Estimating guides for remodeling jails, other similar facilities, and today's market prices.

Construction Cost Range	Percentage of Fee
\$500,000 - \$4,999,999	8.5%
\$5,000,000 - \$24,999,999	7.8%
\$25,000,000 - \$50,000,000	7.1%

Responsibilities of the County

Our Scope of Services and Compensation are based on the County performing or providing the following:

- Coordination for scheduling meetings between DSCO, the County, and Mead & Hunt.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the County or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the County:

- Site visits, trips or meetings beyond as described in the Scope of Services
- Exploration or research of alternatives, phases or approaches outside as described in Scope of Services

Project Schedule

Based upon authorization to proceed by June 8, 2016, Mead and Hunt will complete the Scope of Work as detailed above:

- Part 1 – June 8-20, 2016
- Part 2 – 1 day the week of June 13, 2016
- Part 3 – Due by July 8, 2016
- Part 4 – Schedule to be determined

Mr. Jeff Hook
June 1, 2016
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Compensation


The work described under the Scope of Services will be performed on a lump-sum basis. The County shall pay Mead & Hunt **\$ 30,590.00** as consulting fees for the work performed under this contract.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt. We understand that Notice to Proceed will come in the form of a Purchase Order amendment to the Original Contract.

We appreciate the opportunity to submit this proposal to the County of Dane and the Sheriff's Office.
Respectfully submitted,

MEAD & HUNT, Inc.



David A. Way, PE
Vice President