

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: Public Works, Highway & Transportation	Contract/Addendum #: 12070A																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Contract</th> <th style="text-align: left;">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 checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 08/14/2014 – 10/01/2017																					
4. Amount of Contract or Addendum: \$14,920.00																					
5. Purpose: A/E Design and Construction Administration Services for Silverwood Stone House																					
6. Vendor or Funding Source: Dane County DIMENSION IV																					
7. MUNIS Vendor Code: 22952																					
8. RFB / RFP Number: 314022																					
9. 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																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>CPLWRESC 58615</u> Amount \$14,920.00 Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input checked="" 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 _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Fntnt	Date In	Date Out	Vendor Name	
	_____	<u>3/6/17</u>	_____	Dimension IV, Inc.	
	_____	_____	<u>3/6/17</u>	Contact Person	
	_____	<u>3-6-17</u>	<u>3/6/17</u>	Jim Gersich, AIA	
	_____	<u>3/6/17</u>	<u>3/6/17</u>	Phone No.	
	_____	<u>3/6/17</u>	<u>3/6/17</u>	(608) 829-4444	
	_____	_____	_____	E-mail Address	
				jgersich@dimensionivmadison.com	

Footnotes:

1.

2.

Return to: Name/Title: Traci Genz / Clerk-Typist Phone: 608/266-4018 E-mail: genz@countyofdane.com	Dept.: Public Works – Engineering Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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COUNTY OF DANE
ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT
AMENDMENT OF AGREEMENT

Date: February 22, 2017
Project No.: 314022
Agreement No.: 12070 A

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and Dimension IV, 6515 Grand Teton Plaza # 120, Madison, WI 53719 , hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY has secured architectural / engineering services for a project described as follows:

A/E Design and Construction Administration Services for Silverwood Stone House

WHEREAS, A/E and COUNTY, by a separate document, Architectural / Engineering Professional Services Agreement No.12070 (hereafter, "Agreement"), did on August 21, 2014 enter into a contractual relationship pursuant to which A/E is to provide architectural & engineering services in the design of State Approved drawings for selective demolition, remodeling and construction of new addition by Operation Fresh Start (OFS) and,

WHEREAS, A/E and COUNTY wish to amend the Agreement in order to revise design documents following completion of work done by Operation Fresh Start at Silverwood County Park to provide bidding documents (to include revisions made to the project) and Construction Administration for final completion. Design Services to include all Architectural-Mechanical-Electrical updates for Construction Documents, bidding assistance, and Construction Administration (based on a proposal from Dimension IV dated 2-22-2017) to complete the project for use by the public.

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 Agreement shall remain in full force and effect unchanged in any manner by this amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement and this Amendment.
2. **ARTICLE 2**, of the Agreement is amended by adding the following:
 - 2.A. General:
 - 2.A.1) Services are to be provided by the A/E in each of the following phases:
 - Construction Document Phase
 - Bidding Phase
 - Construction Administration Phase

requirements for full-time, on-site representation shall be established by each Agreement for such professional services.

- 1.1.4) c. The A/E's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.
- 1.1.4) d. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.
- 1.1.4) e. Should the A/E become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager shall be immediately notified in writing. It is appropriate for the A/E to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The A/E shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the A/E's recommendation. This assumption of responsibility by COUNTY shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.
- 1.1.4) f. If the A/E considers suspension of construction work appropriate, the A/E shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.
- 1.1.5) Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of the A/E or its consultants, without additional cost to COUNTY.
- 1.1.6) The A/E shall review requests for information (RFIs) and shall respond within five (5) working days.
- 1.1.7) The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) working days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
- 1.1.8) The A/E shall assist in the preparation of applications for energy incentive programs, when applicable (such as solar photovoltaic system applications)..
- 1.1.9) Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and

