

# CONTRACT COVERSHEET

*NOTE: Shaded areas are for County Executive review.*

DEPARTMENT <b>Dane County Department of Public Works</b>	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">12546</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<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: From: <u>9/30/2015</u> To: <u>12/31/2015</u>																												
4. Amount of Contract or Addendum <b>\$36,000.00</b>																												
5. Purpose: Architectural & Engineering Design Services for the Southeast Sheriff's Precinct																												
6. Vendor or Funding Source: <del>Dane County</del> <u>Potter Lawson</u>																												
7. MUNIS Vendor Code: <u>6253</u>																												
8. Bid/RFP Number: <u>315039</u>																												
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 type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>CPSHRF 58837</u> Amount \$ <u>36,000.00</u> Account No. & Amount, Org. & Obj. _____      Amount \$ _____ Account No. & Amount, Org. & Obj. _____      Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> 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 <u>Res 243</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <u>[Signature]</u>																												

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>[Signature]</u> Received	_____	<u>9-30-15</u>	_____
<u>[Signature]</u> Controller	_____	_____	<u>10/1/15</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>10-1-15</u>	<u>10-1-15</u>
<u>[Signature]</u> Risk Management	_____	<u>10/2/15</u>	<u>10/2/15</u>
<u>[Signature]</u> ADA Coordinator	_____	<u>10/2/15</u>	<u>10/2/15</u>
<u>[Signature]</u> Purchasing Agent	_____	_____	<u>10/1/15</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address Potter Lawson, Inc. Madison, WI 53705
Contact Person Beth Prochaska
Phone No. 608-274-2741
E-mail Address bethp@potterlawson.com

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>J. Eric Urtes, AIA - Project Manager</u> Dept.: <u>Public Works / Solid Waste</u> Phone: <u>608/266-4798</u> Mail Address: <u>1919 Alliant Energy Center Way</u> E-mail: <u>urtes.eric@countyofdane.com</u> <u>Madison, WI 53713</u>
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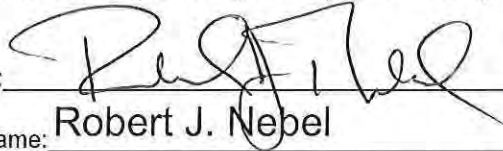
**CERTIFICATION**

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 copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 9/24/2015

Signed: \_\_\_\_\_



Telephone Number: 608/267-0119

Print Name: \_\_\_\_\_

Robert J. Nebel

**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: \_\_\_\_\_

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

AWARD OF AGREEMENT FOR A/E DESIGN SERVICES FOR THE  
SOUTHEAST SHERIFF'S PRECINCT

The Department of Public Works, Highway & Transportation reports the receipt of proposals for the Architectural & Engineering Design Services for the Southeast Sheriff's Precinct (3562 County Highway AB, Cottage Grove, Wisconsin). Proposal No. 315039.

An Agreement has been negotiated with Potter Lawson, Inc., 749 University Row, Suite 300, Madison, WI 53705 for a flat fee of \$36,000.00.

The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to Potter Lawson, Inc.

The term of the borrowing used to support this project will be 20 years.

NOW, THEREFORE, BE IT RESOLVED that a Agreement be awarded to Potter Lawson, Inc. for \$36,000.00; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Agreement; and

BE IT FURTHER RESOLVED that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Agreement; and

BE IT FINALLY RESOLVED that the Public Works & Transportation Committee shall approve all change orders to the Agreement, subject to submission of change orders to the County Board for approval where the sum involves \$20,000 or more than 10% of the original approved Agreement amount, whichever is smaller.



COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

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Attachment A

COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: 9/21/2015

Project No.: 315039

Agreement No.: 12546

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and Potter Lawson, Inc., 749 University Row, Suite 300, Madison, WI, hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR THE SOUTHEAST SHERIFF'S PRECINCT

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

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E 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 A/E have executed this Agreement as of the above date.

Potter Lawson, Inc.

Signature: [Handwritten Signature] Date: 9/29/15

Printed Name: Beth Prochaska

Title: Executive Vice President

Federal Employer Identification Number (FEIN): 39-1091893

COUNTY OF DANE

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

## **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 "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E 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 A/E 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 A/E 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 A/E 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 A/E 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 A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E 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 A/E 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.G. 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.H. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.

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

### **2.A. General:**

- 2.A.1) Services are to be provided by the A/E in the following phase:

*Study Phase* – Architectural (Space Needs) Programming, Concept Floor Plan & Concept Site Design, and Concept Level / Opinion of Cost (to include

construction of facility, related site work, and design fees) for budget purposes. As outlined in the Scope of Work in the Requested Services and Business Information (RSBI) section of this Request for Proposals.

Future Phases for which proposals may be requested from the selected A/E by COUNTY include:

*Schematic Design Phase*  
*Design Development Phase*  
*Construction Documents Phase*  
*Bidding Phase / Assistance*  
*Construction Administration*

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E'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 term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Study Phase:

2.B.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval by the COUNTY Public Works Project Manager.

2.B.2) The A/E shall submit to COUNTY in the Summary and Study, a construction cost estimate based on information provided by COUNTY and gathered by A/E for Final version of Study.

2.B.3) Study Phase deliverables shall be:

2.B.3) a. Draft Study:

- (1) Electronic copy in Word 2010 (or earlier version);
- (2) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
- (3) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.3) b. Final Study:

- (1) Original unbound paper copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Four bound copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic copy in Word 2010 (or earlier version);
- (4) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study ; and
- (5) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).



### 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 A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. 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 A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.

### 4. ARTICLE 4: COMPENSATION

- 4.A. A/E 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 A/E a lump sum fee of \$36,000.00.
    - 4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Proposals, dated July, 23, 2015, including any subsequent Addenda.
    - 4.A.1) b. The A/E is authorized to proceed through completion of the Study Phase. The A/E Fee is limited to \$36,000.00, until written instructions to proceed are provided by COUNTY.
    - 4.A.1) c. Additional phases mentioned in Section 2.A.1 will be compensated at a rate between 5.5% and 7.0%, subject to negotiation with the County.
    - 4.A.1) d. Cooperate in revising the project scope and quality as required to reduce the project cost;
- 4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:
  - 4.B.1) Principals' time at a fixed rate of \$155.00-\$185.00 per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:
    - Eric D. Lawson, AIA, NCARB

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

Senior design architect / engineer: \$165 per hour

Junior design architect / engineer: \$135 per hour

Senior designer: \$110 per hour

Junior designer: \$95 per hour

Drafting: \$90 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: Mileage for Study shall be included in fixed fee. If additional scope (extra meetings, etc.) provide mileage rate.

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, 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 A/E 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.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 A/E'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 A/E, 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 A/E's Agreement.

4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.D.1) b. Preparing detailed models, perspective or renderings.

4.D.1) c. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FFE) by the occupying agency during the Construction Phase..

4.D.1) d. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

4.E. Payments to the A/E:

4.E.1) Payments of the A/E'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.

4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, 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 A/E as defined in Article 4.D., will be made monthly upon request.

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

4.E.5) Payments to the A/E 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 A/E 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. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

## 5. ARTICLE 5: ACCOUNTING RECORDS

5.A. Records of the A/E'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 A/E.

## 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 A/E. In the event of termination, the A/E 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 A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

## **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E'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 A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk. COUNTY agrees to hold A/E harmless for COUNTY'S use of documents where A/E is not a party to such use.

## **8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION**

- 8.A. A/E shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses resulting from the A/E's negligent acts, errors or omissions, which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E 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 A/E under this paragraph shall survive the expiration or termination of this Agreement.

## **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E 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, or non-renewed by the A/E or insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The

A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## **10. ARTICLE 10: OTHER INSURANCE**

10.A. The A/E 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 A/E'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 100,000/500,000/100,000 per occurrence.

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 A/E 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.

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. A/E 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 A/E 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 A/E 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 A/E 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 A/E'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 Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director 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 A/E.
- 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, A/E 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). A/E 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 A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E 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. A/E 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. A/E 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 A/E 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 A/E 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 A/E's Plan is sufficient.

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

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E'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. A/E shall supply to COUNTY's Contract Compliance Officer 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) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

#### 12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.

ATTACHMENT A

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: \_\_\_\_\_

Project No.: 315039

Agreement No.: \_\_\_\_\_

**THIS AGREEMENT** is between Potter Lawson Inc., 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:

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

SOUTHEAST SHERIFF'S PRECINCT

**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] \_\_\_\_\_ ]

Potter Lawson, Inc. \_\_\_\_\_

Signature

Date

Signature

Date



9/29/15

Printed Name

Printed Name

Beth Prochaska

Title

Title

Executive Vice President

Providing the following services:

[Describe services \_\_\_\_\_ ]







**RFP NO. 315039**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

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

**REQUEST FOR PROPOSALS NO. 315039**  
**ARCHITECTURAL & ENGINEERING DESIGN SERVICES**  
**SOUTHEAST SHERIFF'S PRECINCT**  
**3562 COUNTY HIGHWAY AB**  
**COTTAGE GROVE, WISCONSIN**

Due Date / Time: **TUESDAY, AUGUST 11, 2015 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL, ASSISTANT DIRECTOR OF PUBLIC WORKS

TELEPHONE NO.: 608/266-0119

FAX NO.: 608/267-1533

E-MAIL: [Nebel@countyofdane.com](mailto:Nebel@countyofdane.com)

ALTERNATE CONTACT: Madison Moore 608/266-4592 ([Moore.Madison@countyofdane.com](mailto:Moore.Madison@countyofdane.com))

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# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713  
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director  
Gerald J. Mandli

July 23, 2015

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 315039 to provide professional architectural & engineering design services for the construction of the new Southeast Sheriffs Precinct building. The Proposals are due on or before **2:00 p.m., Tuesday, August 11, 2015**. No proposal bond or performance bond is required for this project.

## ADDITIONAL INFORMATION

The Southeast Sheriffs Precinct building is to be located on the same site as the new Dane County highway garage and medical examiner buildings that are currently under construction. The chosen firm will be responsible for coordinating with the Dane County Sheriff's department and determining the requirements of the facility.

## SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and three bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:  
"Proposal No. 315039  
Architectoral & Engineering Design Services - Southeast Sheriff's Precinct  
2:00 p.m., Tuesday, August 11, 2015"
4. Mail to:  
Rob Nebel, Assistant Director of Public Works  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Rob Nebel at 608/266-0119 or send e-mail to [Nebel@countyofdane.com](mailto:Nebel@countyofdane.com) . Additional Contact: Madison Moore at 608/266-4592 or send e-mail to [Moore.Madison@countyofdane.com](mailto:Moore.Madison@countyofdane.com) .

Sincerely,  
*Rob Nebel*  
Assistant Director of Public Works

Encl.: Request for Proposals No. 315039 Package

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## **TABLE OF CONTENTS FOR RFP NO. 315039**

### **PROPOSAL CONTENTS**

- RFP Cover
- RFP Cover Letter
- Table of Contents
- Request for Proposal (Legal Notice)
- Signature Page and Additional Dane County Requirements
- Requested Services and Business Information
- Fair Labor Practices Certification
- Architectural / Engineering Professional Services Agreement
- Equal Benefits Compliance Payment Certification

### **DRAWINGS**

- Dane County Mater Site Plan Phase Two

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**LEGAL NOTICE**

**REQUEST FOR PROPOSALS**

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., TUESDAY, AUGUST 11, 2015**

**REQUEST FOR PROPOSALS NO. 315039**

**ARCHITECTURAL & ENGINEERING DESIGN SERVICES**

**SOUTHEAST SHERIFFS PRECINCT**

**3562 COUNTY HIGHWAY AB**

**COTTAGE GROVE, WISCONSIN**

Dane County is inviting Proposals for professional architectural and engineering design services for the construction of the new Dane County Sheriffs precinct building. The project site is located adjacent to the Dane County Highway and Medical Examiner buildings that are currently under construction. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Thursday, July 23, 2015** by downloading it from [countyofdane.com/pwbids](http://countyofdane.com/pwbids). Please call Rob Nebel, Assistant Director of Public Works, at 608/266-0119, [Nebel@countyofdane.com](mailto:Nebel@countyofdane.com) (Alternate Contact: Madison Moore at 608/266-4592, [Moore.Madison@countyofdane.com](mailto:Moore.Madison@countyofdane.com)), or our office at 608/266-4018, for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee before award of Agreement. Complete Vendor Registration Form at [danepurchasing.com/registration](http://danepurchasing.com/registration) or obtain one by calling 608/266-4131.

A site tour will not be held but access to the project site will be described in the Bid Package.

**PUBLISH: JULY 23 & 30, 2015 - WISCONSIN STATE JOURNAL**  
**JULY 23 & 30, 2015 - THE DAILY REPORTER**



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**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: <b>Professional Design Services</b>											
REQUEST FOR PROPOSAL NO.: 315039	PROPOSAL DUE DATE: 08/11/15	BID BOND: N/A	PERFORMANCE BOND: N/A								
<p><b>PROPOSAL INVALID WITHOUT SIGNATURE</b>          THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.</p> <table border="1"> <tr> <td>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</td> <td>DATE:</td> </tr> <tr> <td>SUBMITTED BY: (Typed Name)</td> <td>TELEPHONE: (Include Area Code)</td> </tr> <tr> <td colspan="2">COMPANY NAME:</td> </tr> <tr> <td colspan="2">ADDRESS: (Street, City, State, Zip Code)</td> </tr> </table>				SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:	SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)	COMPANY NAME:		ADDRESS: (Street, City, State, Zip Code)	
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:										
SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)										
COMPANY NAME:											
ADDRESS: (Street, City, State, Zip Code)											

**CONTRACT COMPLIANCE PROGRAM WORKSHEET**

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
  - 1. DBE Disadvantaged Business Enterprise
  - 2. MBE Minority Business Enterprise
  - 3. WBE Women Business Enterprise
  - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<input type="checkbox"/> D	DBE	<input type="checkbox"/> B	African American	<input type="checkbox"/> L	Male	<input type="checkbox"/> E	ESB
<input type="checkbox"/> M	MBE	<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> F	Female		
<input type="checkbox"/> W	WBE	<input type="checkbox"/> N	Native American / American Indian				
		<input type="checkbox"/> A	Asian Pacific American				
		<input type="checkbox"/> I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(over)

## DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Socially and Economically Disadvantaged Individuals:
    - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
    - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
      - 1) Women;
      - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
      - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
      - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
  2. Business is located in the State of Wisconsin.
  3. Business is comprised of less than twenty-five (25) employees.
  4. Business must not have gross sales in excess of three million over the past three (3) years.
  5. Business does not have a history of failing to complete projects.

**THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.**

**PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:  
[www.danepurchasing.com/registration](http://www.danepurchasing.com/registration)  
or obtain one by calling 608/266-4131.

**EQUAL BENEFITS REQUIREMENT**

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: [www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

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## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design services for the Sheriffs Southeast Precinct building.
- B. The Dane County Sheriffs Southeast Precinct will be located in Cottage Grove on a large plot of land where several new Dane County buildings are under construction. The site for the precinct can accommodate the footprint of a building approximately 12,000 square feet. The specific overall programming requirements for the building (required overall square footage, number of floors, inclusion of garage areas, armory room, briefing room, and need for a community room, etc.) will be determined during design meetings with the Sheriff's department. It will be the responsibility of the selected firm to interview Sheriff's Department representatives to determine facility space needs and architectural programming requirements for the new facility.
- C. A master plan for this site was developed for Dane County (which includes the Medical Examiners Office and a Dane County Highway Garage facility both of which are currently under construction). The property is owned by Dane County and the master plan is included with this Request for Proposals. The site plan illustrates the location of the precinct building. The dimensions and configuration shown are for demonstration only; within limits the selected firm may propose alterations to the orientation and layout during the design process.

### 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Phase 1 – Study

Meet with designated Dane County Sheriff's Department representative(s) to determine facility requirements. Included in Study is the Architectural (Space Needs) Programming, Concept Floor Plan(s) & Concept Site Design, and Concept Level / Opinion of Cost (to include construction of facility, related site work, and design fees) for budget purposes.

- 1. Study shall contain the following sections at a minimum:
  - a. Executive Summary
  - b. Introduction / Description of Study Approach and Participants
  - c. Architectural Programming Analysis (including Space Needs Assessments)
  - d. Options Reviewed for Facility Layout with Design Team during Study (including comments regarding any other law enforcement facilities that were visited with the Design Team).
  - e. Conceptual Floor Plan(s) and Conceptual Site Plan
  - f. Concept Level Opinion of Cost (facility construction/related site work/design fees). The Opinion of Cost shall include multipliers for construction in 2016, 2017, 2018.
  - g. Recommendations of Building Construction Type and Configuration
  - h. Summary and References (Law Enforcement Guidelines used in programming).
  - i. Both a Draft Study for review and comment and a Final Study will be required.

- C. Study shall include working with the Sheriff's Department Planning Team (yet to be designated and other representatives from Dane County (Public Works, Information Management, etc.). A minimum of six meetings with the planning team (in addition to the tours of other facilities) shall be included. All meeting minutes are to be taken and distributed to the Planning Team and Public Works by the selected A/E firm. Additional meetings, as requested by the Planning Team, shall be compensated based on the hourly fee schedule provided in this proposal Agreement. Both a Draft Study Report for comment/revision and a Final Study Report will be required.
- D. Proposal shall include arranging tours with the Planning Team of one existing Dane County Precinct facility and three recently-constructed similar sized Law Enforcement facilities in the surrounding area (approximately within a 2 hour drive) that will be selected with the Planning Team members input.
- E. Architectural Programming / Space Needs shall include descriptions of equipment, furniture and voice/data needs for all spaces. Provide a summary table of rooms/areas, proposed square footage, and remarks. Written descriptions are to be provided in regard to work flow efficiencies to meet operational standards, security provisions, and public access (community room / public conference room will be reviewed for potential inclusion). Details regarding specialized area requirements such as evidence processing/storage, garage/sally-port areas, interview rooms (hard and soft), communications/dispatch, briefing room, intake areas, office rooms, armory room, locker rooms, break/exercise rooms, data room, and other specialized areas as determined by the Planning Team are to be described/reviewed. The potential of development of an Emergency Operations Center (EOC) or Emergency Command Post may be reviewed by the Planning Team for this facility. A questionnaire shall be developed for staff input and provided to the Planning Team for distribution.
- F. Information Management: The programming and concept floor plans shall include review of proposed spaces and equipment by Dane County Information Management (IM) staff. IM staff will be present at one or more of the joint Planning Team meetings listed above.
- G. Law Enforcement Planning Guidelines: Any guidelines for design, specification of materials, and protocols provided by the Dane Sheriff's Department shall be used in the development of the study. In addition, State of Wisconsin and National guidelines, such as the IACP Police Facility Planning Guidelines, shall be referenced as necessary for during concept design.
- H. Sustainable Design / Green Building Design shall be included in the programming considerations. While Dane County has not determined if this facility will pursue LEED® certification, the use of sustainable design practices are viewed as an important aspect of all county-sponsored construction projects.
- I. Future Phases for which proposals may be requested from the selected A/E by Dane County include: Schematic Design, Design Development, Construction Documents, Bidding Services and Construction Administration.

### 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight distinct sections or divisions:
  - 1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.

2. Description of firm's qualifications, related law enforcement design experience, organization and resources.
3. Brief list (min. of three, max. of five) of similar, specifically law enforcement related, projects previously completed with the project details, 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. You may separately list additional professional references.
4. Description of planning and design techniques to be used in approaching the project.
5. List of staff that will be committed to the Work with their professional resumes. Actual consultant project architect / engineer will be interviewed if firm is short-listed. Include listing of other sub-consultants who may participate in this project and their area of expertise.
6. Indicate staff availability and tentative timetable with project tasks for the Work, including both project phases.
7. Detail of experience with green building design and LEED® certification projects and procedures (if available).
8. Provide fixed Lump Sum fee (inclusive of all costs associated with Study Phase) and Hourly Rates / Percentages for future phases (as described in section 5 below).
9. State clearly any limitations you wish to include in *Architectural / Engineering Professional Services Agreement* and advise of any conditions that you may have

#### 4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Project Personnel	10%
Strength / Capabilities	15%
Relative Experience	20%
Approach to Project	10%
Past Project References	10%
Planning Process	15%
Interview Q & A	10%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

#### 5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Two prices shall be submitted in the Proposals:
  1. Phase 1 Study - a **fixed Lump Sum fee** for the Scope of Work as outlined in this Request for Proposal for the Study Phase.



2. Provide Hourly Rates for professional services as outlined in the Agreement as a table to be included in the proposal and also provide a percentage (can be shown as a range) for professional services to develop Construction Documents, Bidding Services, and Construction Administration for a facility of the proposed type and approximate size.

**6. SITE TOUR**

- A. No site tour of the proposed location for the Sheriff’s Precinct as shown on the Master Plan included in this Request for Proposal. However, the site is easily viewable from the adjacent roadway (County Highway AB). Construction is presently underway on the overall site.

**7. OWNER’S RESPONSIBILITY**

- A. Dane County will provide any existing programming that has been developed internally by the Sheriff’s Department. Electronic drawings of the site will also be made available.

**8. TIMETABLE**

- A. 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. The estimated dates are approximate and subject to Project Team availability for participation in meetings, etc. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
July 23, 2015	RFP issued
August 4, 2015 - 2:00 p.m.	Written inquiries due
August 5, 2015	Addendum (if necessary)
August 11, 2015 - 2:00 p.m.	Proposals due
August 18-27, 2015 (estimated)	Oral presentations / interviews for invited proposing companies
September 9, 2015 (estimated)	Notification of intent to award sent out
September 30, 2015 (estimated)	Contract start date
November 20, 2015 (estimated)	Draft Study Report due
December 11, 2015 (estimated)	Final Study Report due

**9. ADDITIONAL INFORMATION**

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Rob Nebel, Assistant Director of Public Works, at 608/266-0119, [Nebel@countyofdane.com](mailto:Nebel@countyofdane.com) (Alternate Contact: Madison Moore at 608/266-4592, [Moore.Madison@countyofdane.com](mailto:Moore.Madison@countyofdane.com) ), or Public Works office at 608/266-4018, for any questions or for additional information.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, August 11, 2015. Addenda must be acknowledged and Signature Page must be signed.

- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. 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 due date.
- H. Dane County is an Equal Opportunity Employer.

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**FAIR LABOR PRACTICES CERTIFICATION**

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a bid, application or proposal for a contract or agreement with the county of Dane.
  
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature	Date
Printed or Typed Name and Title	
Printed or Typed Business Name	

**NOTE:** You can find information regarding the violations described above at: [www.nlr.gov](http://www.nlr.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:  
**(28) BIDDER RESPONSIBILITY.** (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

Include this completed Certification with your bid, application or proposal.

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**COUNTY OF DANE**  
**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**  
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Attachment A

COUNTY OF DANE

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: [Date] \_\_\_\_\_

Project No.: 315039 \_\_\_\_\_

Agreement No.: \_\_\_\_\_

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, hereinafter referred to as "COUNTY", and [A/E Name, Address, City, State, Zip], hereinafter called the "A/E".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

SOUTHEAST SHERIFF'S PRECINCT

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

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the A/E 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 A/E have executed this Agreement as of the above date.

[A/E Firm Name] COUNTY OF DANE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Joseph T. Parisi, County Executive \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Scott McDonell, County Clerk \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Federal Employer Identification Number (FEIN) \_\_\_\_\_

## 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 "A/E" shall be governed by the following Terms and Conditions.
- 1.B. The A/E 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 A/E 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 A/E 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 A/E 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 A/E 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 A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E 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 A/E 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.G. 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.H. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.

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

### 2.A. General:

- 2.A.1) Services are to be provided by the A/E in the following phase:

*Study Phase* – Architectural (Space Needs) Programming, Concept Floor Plan & Concept Site Design, and Concept Level / Opinion of Cost (to include



construction of facility, related site work, and design fees) for budget purposes. As outlined in the Scope of Work in the Requested Services and Business Information (RSBI) section of this Request for Proposals.

Future Phases for which proposals may be requested from the selected A/E by COUNTY include:

*Schematic Design Phase*  
*Design Development Phase*  
*Construction Documents Phase*  
*Bidding Phase / Assistance*  
*Construction Administration*

2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E'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 term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Study Phase:

2.B.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval by the COUNTY Public Works Project Manager.

2.B.2) The A/E shall submit to COUNTY in the Summary and Study, a construction cost estimate based on information provided by COUNTY and gathered by A/E for Final version of Study.

2.B.3) Study Phase deliverables shall be:

2.B.3) a. Draft Study:

- (1) Electronic copy in Word 2010 (or earlier version);
- (2) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
- (3) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

2.B.3) b. Final Study:

- (1) Original unbound paper copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Four bound copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic copy in Word 2010 (or earlier version);
- (4) Electronic copy of any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study ; and
- (5) Electronic copy in Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

**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 A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. 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 A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.

**4. ARTICLE 4: COMPENSATION**

~~4.A.~~ A/E 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 A/E a lump sum fee of \$[ ] .

4.A.1) a. The A/E fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Proposals, dated July, 23, 2015, including any subsequent Addenda.

4.A.1) b. The A/E is authorized to proceed through completion of the Study Phase. The A/E Fee is limited to \$[ ], until written instructions to proceed are provided by COUNTY.

4.A.1) c. Cooperate in revising the project scope and quality as required to reduce the project cost;

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

4.B.1) Principals' time at a fixed rate of \$[ ] per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

[ ]

[ ]

[ \_\_\_\_\_ ]

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

Senior design architect / engineer: \$[ ] per hour

Junior design architect / engineer: \$[ ] per hour

Senior designer: \$[ ] per hour

Junior designer: \$[ ] per hour

Drafting: \$[ ] 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: Mileage for Study shall be included in fixed fee. If additional scope (extra meetings, etc.) provide mileage rate.

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, 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 A/E 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.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 A/E'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 A/E, 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 A/E's Agreement.

4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.

4.D.1) b. Preparing detailed models, perspective or renderings.

4.D.1) c. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FFE) by the occupying agency during the Construction Phase..

4.D.1) d. Providing specialized design services, including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.

4.E. Payments to the A/E:

4.E.1) Payments of the A/E'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.

4.E.2) No more than ninety percent (90%) of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the A/E, 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 A/E as defined in Article 4.D., will be made monthly upon request.

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

4.E.5) Payments to the A/E 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 A/E 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. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

## 5. ARTICLE 5: ACCOUNTING RECORDS

5.A. Records of the A/E'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 A/E.

## 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 A/E. In the event of termination, the A/E 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 A/E and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

## **7. ARTICLE 7: OWNERSHIP OF DOCUMENTS**

- 7.A. All drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E'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 A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, 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. A/E 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 A/E 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 A/E under this paragraph shall survive the expiration or termination of this Agreement.

## **9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE**

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E 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 A/E shall not cancel or materially alter this coverage without

prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## 10. ARTICLE 10: OTHER INSURANCE

10.A. The A/E 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 A/E'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 100,000/500,000/100,000 per occurrence.

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 A/E 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.

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. A/E 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 A/E 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 A/E 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 A/E 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 A/E'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 Assistant Public Works Director for review and resolution. The decision of the Assistant Public Works Director 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 A/E.
- 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, A/E 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). A/E 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 A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E 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. A/E 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. A/E 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 A/E 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 A/E 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 A/E's Plan is sufficient.

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

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E'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. A/E shall supply to COUNTY's Contract Compliance Officer 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) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

#### 12.C. Domestic Partner Equal Benefits:

12.C.1) A/E agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. The A/E agrees to make available for County inspection the A/E's payroll records relating to employees providing services on or under this Agreement or subcontract. If any payroll records of A/E contain any false, misleading or fraudulent information, or if a A/E fails to comply with the provisions of s. 25.016, D. C. Ordinances, the Contract Compliance Officer may withhold payments on the Agreement; terminate, cancel or suspend the Agreement in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found.



ATTACHMENT A

ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

A/E / CONSULTANT AGREEMENT

Date: [Date] \_\_\_\_\_

Project No.: 315039 \_\_\_\_\_

Agreement No.: [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:

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

SOUTHEAST SHERIFF'S PRECINCT

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:

[Describe services \_\_\_\_\_]

**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION**

**PURPOSE**

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 "Equal Benefits Requirement" of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

**CERTIFICATION**

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal Benefits Requirements".

Signed \_\_\_\_\_

Date \_\_\_\_\_

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.