

# Contract Cover Sheet

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

Department: <b>Public Works, Highway &amp; Transportation</b>	Contract/Addendum #: <b>12069A</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Contract</th> <th style="text-align: left;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>09/27/2014 – 10/01/2017</b>																					
4. Amount of Contract or Addendum: <b>\$11,838.00</b>																					
5. Purpose: <b>A/E Design Services &amp; Construction Administration Services for Schumacher Farm</b>																					
6. Vendor or Funding Source: <del>Dane County</del> <b>DIMENSION IV</b>																					
7. MUNIS Vendor Code: 22952																					
8. RFB / RFP Number: <b>314023</b>																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>LEWSLUNY 57104</u> Amount <b>\$11,838.00</b> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Fntnt	Date In	Date Out	Vendor Name	
<u>MJ</u> Received	_____	<u>3/6/17</u>	_____	Dimension IV, Inc.	
<u>aw</u> Controller	_____	_____	<u>3/6/17</u>	Contact Person	
<u>VB</u> Corporation Counsel	_____	<u>3-6-17</u>	<u>3/6/17</u>	Jim Gersich, AIA	
<u>sl</u> Risk Management	_____	<u>3/6/17</u>	<u>3/6/17</u>	Phone No.	
<u>PCP</u> Purchasing	_____	<u>3/6/17</u>	<u>3/6/17</u>	(608) 829-4444	
_____ County Executive	_____	_____	_____	E-mail Address	
				jgersich@dimensionivmadison.com	

**Footnotes:**

1.

2.

<b>Return to:</b> Name/Title: Traci Genz / Clerk-Typist Phone: 608/266-4018 E-mail: genz@countyofdane.com	Dept.: Public Works – Engineering Division Mail Address: 1919 Alliant Energy Center Way Madison, WI 53713
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**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 and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision 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: 3-6-2017 Signed: Eric Urtes  
 Telephone Number 608/266-4798 Print Name: Eric Urtes, AIA

**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: 3-6-17 Signed: [Signature]

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

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

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

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

<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 by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**

**ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT OF AGREEMENT**

Date: February 09, 2017

Project No.: 314023

Agreement No.: 12069 A

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

**WITNESSETH**

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

**A/E Design Services & Construction Administration Services for Schumacher Farm**

**WHEREAS**, A/E and COUNTY, by a separate document, Architectural / Engineering Professional Services Agreement No.12069 (hereafter, "Agreement"), dated on September 24, 2014 enter into a contractual relationship pursuant to which A/E is to provide architectural & engineering services in the design of State Approved drawings for selective demolition, remodeling of the first floor of the Schumacher Barn to include restroom facilities,

**WHEREAS**, A/E and COUNTY wish to amend the Agreement in order to revise design documents following negotiations between Friends of Schumacher Farms and the Dane County Parks Division (LWRD) to provide bidding documents (to include revisions made to the project) and provide Construction Administration for final completion. Design Services to include all Architectural-Mechanical-Electrical updates for Construction Documents, bidding assistance, State Approval fee, and Construction Administration (based on a proposals from Dimension IV included in Change Order #3 request dated 2-9-2017) to complete the project for use by the public.

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

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

Construction Document Phase

Bidding Phase

## Construction Administration Phase

### 2.G. Construction Phase:

- 1.1.1) An assigned COUNTY Project Manager will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY approved A/E representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.
- 1.1.2) After the award of the construction contract(s), the A/E shall become an on-site technical and professional advisor to COUNTY. In this capacity the A/E will have continuous access to the site. The A/E, through COUNTY's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
  - 1.1.2) a. The A/E shall during construction process visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents; as such work is being performed by the construction contractor(s). The A/E shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work.
- 1.1.3) Immediately following the pre-construction meeting and prior to the start of construction, the A/E shall review the proposed schedule for submittals from the construction contractor(s). The A/E shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
  - 1.1.3) a. The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, must be completed within five (5) working days of receipt. Review of other submittals shall be completed within ten (10) working days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and A/E at the start of construction. The A/E is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.
- 1.1.4) The A/E's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager in writing.
  - 1.1.4) a. The A/E shall be responsible for the coordination and performance of on-site services performed by consultants employed by the A/E and shall review reports and other data submitted by such consultants. Site visits shall coincide with crucial times of the construction for the specialty area involved.
  - 1.1.4) b. Following construction site visits, the A/E shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere

herein established and in a format approved by COUNTY. The A/E shall submit the reports within three (3) days of the site visit by the A/E's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.

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

provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.

1.1.10) COUNTY will provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded.

1.1.11) The A/E shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two (2) copies of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:

1.1.11) a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and

1.1.11) b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.

1.1.12) It is not intended by this Agreement to impose upon the A/E the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the A/E the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the A/E. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the A/E or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

3. **ARTICLE 4**, of the Agreement is amended by adding the following:

4.A.1) COUNTY will pay the A/E a lump sum fee of \$30,968.00 (which included \$19,100.00 authorized for previous A/E services plus the \$11,838.00 for A/E services to complete the project).

4.A.1)a. The A/E fee for professional services shall be in accordance with the terms of the Agreement and based on the scope of services contained in the current Agreement and to include the services to revise the Construction Documents for bidding and to provide Construction Administration as listed in the A/E proposals for work outlined in CO#3). If additional Compensation is requested by the A/E beyond these lump sum fees it shall be granted only upon written authorization by the COUNTY.

4.A.1) b. The A/E is authorized to proceed through to the completion of the Construction Administration Phase. The A/E Fee is limited to \$30,838.00, until written instructions to proceed are provided by COUNTY.

IN WITNESS WHEREOF, COUNTY and the A/E have executed this Amendment as of the above date.

**DIMENSION IV**

**COUNTY OF DANE**

Shel J Ac                      2-7-17  
Signature                                      Date

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

Shel J Ac  
Printed Name

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

CFO  
Title

02-0654330  
Federal Employer Identification Number (FEIN)

