

Res 262  
Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Planning & Development Department	<b>CONTRACT/ADDENDUM #:</b> 11986																											
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="width:30%;">Contract</th> <th style="width:40%;">If Addendum, please include original contract number</th> <th style="width:30%;">Addendum</th> </tr> <tr> <td style="text-align:center;">↓</td> <td></td> <td style="text-align:center;">↓</td> </tr> <tr> <td style="text-align:center;"><input checked="" type="checkbox"/></td> <td style="text-align:center;">POS</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Co Lessee</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Co Lessor</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Intergovernmental</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Purchase of Property</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Property Sale</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;">Other:</td> <td style="text-align:center;"><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 Lessee	<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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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>Enactment Date</u> To: <u>January 31, 2015</u>																												
4. Amount of Contract or Addendum <b>\$150,000</b>																												
5. Purpose: The purpose of this contract is to complete a Strategic Feasibility Study of the Alliant Energy Center (AEC).																												
6. Vendor or Funding Source: <b>Hammes Company</b>																												
7. MUNIS Vendor Code: <b>24515</b> (W-9 form has been provided to vendor, but not yet received back.)																												
8. Bid/RFP Number: <b>113104</b>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO    Will require on-going or matching funds? <input type="checkbox"/> YES <input 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>CPAEC 57013</u> Amount \$ <u>105,000</u> Account No. & Amount, Org. & Obj. <u>CPAEC 81520</u> Amount \$ <u>50,000</u> 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>See attached Sub. 1 to Res. 262</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval: <u>Todd A. Violante 5/29/14</u>																												

### CONTRACT REVIEW/APPROVALS

Initials	Received	Ftnt	Date In	Date Out
<u>Mg</u>	Received	_____	<u>5-29-14</u>	_____
<u>AW</u>	Controller	_____	_____	<u>5-29-14</u>
<u>AW</u>	Corporation Counsel	_____	<u>5-29-14</u>	<u>5-29-14</u>
<u>AW</u>	Risk Management	_____	<u>5/29/14</u>	<u>5/29/14</u>
<u>AW</u>	ADA Coordinator	_____	<u>5/29/14</u>	<u>5/29/14</u>
<u>AW</u>	Purchasing Agent	_____	_____	<u>5-29-14</u>
_____	County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Hammes Company 22 East Mifflin Street, Suite 800 Madison, WI 53703
<b>Contact Person</b> Robert P. Dunn
<b>Phone No.</b> 608.274.7447
<b>E-mail Address</b> dunn@hammescosports.com

### Footnotes:

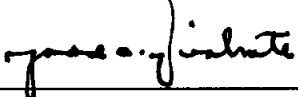
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b>	Name/Title: <u>Todd A. Violante, AICP, Director</u>	Dept.: <u>Planning &amp; Development</u>
	Phone: <u>6-4021</u>	Mail Address: <u>Rm. 116, City-County Building</u>
	E-mail: <u>violante@countyofdane.com</u>	<u>210 MLK, Jr. Blvd., Madison, WI 53703</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

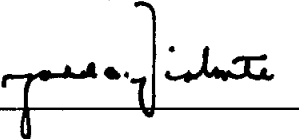
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation 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: May 29, 2014 Signed:   
 Telephone Number: 6-4021 Print Name: Todd A. Violante, AICP, Director

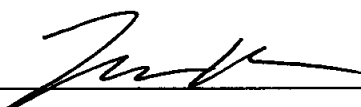
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**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: May 29, 2014 Signature: 

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

Date: 5/29/14 Signature: 

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

Date: 5/29/14 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).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 16

Agreement No. 11986

Expiration Date: January 31, 2015

Authority: Res. 262, 2013-2014

Department: Planning & Development

Maximum Cost: \$150,000

Registered Agent: NA

Address: NA

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Hammes Company (hereafter referred to as "PROVIDER"),

**W I T N E S S E T H :**

**WHEREAS** COUNTY, whose address is Dane County Planning and Development Department, Room 116 of the City-County Building, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin, 53703, desires to purchase services from PROVIDER for the purpose of completing a Strategic Feasibility Study of the Alliant Energy Center (AEC), and

**WHEREAS** PROVIDER, whose address is 22 East Mifflin Street, Suite 800, Madison, Wisconsin, 53703, is able and willing to provide such services;

**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 acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. PROVIDER 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 PROVIDER furnishing the services or goods 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 by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement. The parties acknowledge that the COUNTY has agreed that the obligations of the PROVIDER under this Subparagraph A shall not exceed the limits of the insurance under Subparagraph B.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, maintain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements as set forth in the Certificate of Insurance submitted by PROVIDER to the COUNTY Risk Manager in May, 2014.

C. To ensure compliance with Subparagraph B, PROVIDER shall furnish COUNTY with Certificates of Insurance and/or certified copies of the required insurance policies upon request by the COUNTY Risk Manager.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER 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). PROVIDER 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.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER 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. PROVIDER 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. PROVIDER 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. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, 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 PROVIDER 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 PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER'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. PROVIDER 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.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process

hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER 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 PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract 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 year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER 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, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. 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.
- C. Limitation Of Agreement. 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.
- D. Entire Agreement. 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.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.



IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 5-30-11 [Signature]

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

\*\*\*

FOR COUNTY:

Date Signed: \_\_\_\_\_ JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_ SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 11/08

**Schedule "A"**  
**Scope of Services**

PROVIDER shall provide the following services.

I. SWOT Analysis

A. COUNTY requested the following in the Request for Proposals (RFP) dated November 5, 2013:

Perform an analysis of the Alliant Energy Center's strengths, weaknesses, opportunities and threats, i.e. a SWOT analysis. This analysis should be guided and informed by the following project components:

1. exposition market;
2. capital investment;
3. real estate potential; and
4. finance and governance options.

B. PROVIDER will provide the following:

Hammes will serve as the project lead, hiring CSL as a consultant to perform the SWOT and Exposition Market Analysis. Hammes will coordinate the findings of the CSL reports and apply them to their review and analysis of capital investments needs, real estate strategy, governance and finance plan, and sustainability and community benefits.

The goals of this analysis are to:

1. capitalize on today's convention center and exposition market strengths (e.g. World Dairy Expo and Midwest Horse Fair);
2. capitalize on the regions assets, cluster industries, and brand; and
3. outline opportunities that promote economic growth for the future.

The purpose of this task is to provide an assessment of the AEC's strengths, weaknesses, opportunities and threats. The SWOT analysis will include the following:

1. define the market and market demand;
2. assess the ability of existing assets to accommodate that demand;
3. review the quality of integration of AEC parcels with surrounding areas;
4. integrate the assessment of AEC's real estate potential in Section IV below as it pertains to exposition market opportunities; and
5. review the structure under which the AEC is financed and managed.

PROVIDER will also identify existing community and regional assets and core industries reflective of the county's brand that could be leveraged and benefit from AEC's expanded development or redevelopment. These could include, but are not limited to agriculture and local foods, health care, UW Madison, education, high-tech and bio-tech, medical manufacturing, Institutes of Discovery, Madison Public Market, recreation and natural resources.

SWOT Methodology

At the outset of the project, in-person one-on-one interviews and/or focus groups with AEC management, government officials, primary customers, and local hospitality business leaders will be conducted. PROVIDER will solicit input from COUNTY as to key stakeholders to be interviewed.

Following initial outreach, the primary components of a successful public assembly facility and supporting infrastructure will be evaluated. PROVIDER will conduct a general evaluation of these components as they relate to existing AEC conditions and the ability to attract and accommodate events in the exposition, entertainment, convention, meeting, trade, consumer and other sectors.

PROVIDER will analyze AEC conditions with respect to competitive/comparable complexes located throughout the country. Characteristics to be evaluated as part of this analysis include:

- Existing/planned exhibition, convention, conference, livestock, agricultural, outdoor and other event space
- Physical characteristics, configuration, amenities, and other features within the existing facilities
- Event characteristics (type, number, length of stay, origination of attendees)
- Committable hotel properties and rooms
- Key demographic and socioeconomic characteristics and trends, such as population, disposable income, corporate base and other such indicators
- Proximity to major metropolitan markets
- Air, rail, ground transportation and shuttle access
- Parking capacity
- Entertainment offerings and attractions
- Financial operating results
- Governance structures and operating policies

This analysis will begin the process of identifying facility and operational components of the AEC that function well, and those that require modification, enhancement and/or expansion. This will help form the basis for analysis of future demand levels, and estimates of the incremental level of business that could be attracted.

## II. Exposition Market Analysis

### A. COUNTY's RFP requested and requires answers to the following questions:

1. How is this market defined, and what are its most notable current and anticipated future trends?
2. What is the current business model, and is the current business model sustainable?
3. How well situated is the AEC to take advantage of the trends in the exposition, entertainment, convention, meeting, trade show, or other industries?
4. How could expansion complement and respond to this market to benefit both AEC and Dane County?

### B. PROVIDER will provide the following:

The purpose of this task is to develop primary industry research in order to define the event market for existing and potential future AEC facilities. PROVIDER will evaluate the current business model in place at the AEC; review important characteristics of competitive and comparable facilities and communities; interview a large sample of targeted event planners (including current, past and lost users of AEC facilities) from an international, national, regional, state and local basis; and conduct a general macro-level analysis of recent and emerging industry trends as they relate to public assembly facilities.

#### Step 1. Competitive and Comparable Facilities/Communities Analysis

In evaluating the exposition, convention, tradeshow, spectator, entertainment, equestrian, agricultural, and other event market demand for the AEC, it is important to gain an understanding of the competitive and comparable environment in which the facilities operate. Event planners place importance on specific factors associated with both a facility and community. Each of these factors will be identified and evaluated with respect to competitive product as compared to the AEC complex. Specifically, as information is available from published sources, PROVIDER will evaluate the following facility and community characteristics for competitive and comparable markets nationally:

- Exhibit, meeting and arena/fixed seating space
- Livestock and agricultural event capacities
- Outdoor event space

- Current and future facility development plans
- Unique facility characteristics, amenities and services
- Technological resources
- Event levels by types of users
- Operating revenues and expenses
- Rental terms
- Available parking
- Total hotel room supply
- Transportation access
- Emerging market sectors
- Sustainability features
- Assets and uses of adjacent property and surrounding community
- Other such characteristics

CSL has provided market demand, event level analysis, planning and related services for public assembly facilities in markets throughout the country, including Dane County. This experience provides important context and insight with respect to the market demand and operational issues affecting potential future facility and operational improvements to the AEC.

## Step 2. Market Definition and Trend Analysis

The purpose of this task is to define and analyze the event demand characteristics unique to the AEC in segments that include agriculture/livestock, tradeshow, consumer show, concert and entertainment, meetings/banquets and other such segments. The primary tool used in this analysis consists of in-depth surveys of planners of international, national, regional, state and local events, including existing major events such as the World Dairy Expo and the Midwest Horse Fair. Interviews will be conducted via telephone over a three-week period. Such surveys are an important component of PROVIDER's study approach, allowing PROVIDER to go beyond simply relying on historical operations and comparable facility data.

PROVIDER will also conduct a separate Internet-based survey of current and past users of the AEC in an effort to gain valuable feedback from those most familiar with the AEC and the Madison marketplace.

PROVIDER's past work in Madison and other competitive and comparable markets throughout the country provides a strong basis for the identification of specific groups and organizations that could represent market potential for the AEC.

Event organizer survey results will be analyzed to provide data specific to Madison and the AEC such as likelihood of using AEC facilities for future events, required facility, space / seating and service amenities needed to accommodate the event, hotel and other market requirements, attendance levels, reasons for lack of interest in the AEC, and other such characteristics.

By combining survey results with the analysis generated in other tasks, PROVIDER will be able to define and analyze the event markets that represent the primary sources of existing and potential demand for the current and expanded AEC upon which future facility development and marketing decisions can be made.

## Step 3. Analysis of Supportable Building Program and Business Model Options

The purpose of this task is to outline a market supportable facility program and the associated level of total and incremental event activity that could be generated at an expanded/enhanced AEC based on the results of the market demand analysis. Any recommended program expansion and/or enhancement will be designed to respond to customer demand unique to the AEC, and trends in the industry that will influence future facility development. Changes to the existing business model needed to capture market potential and to address emerging trends will also be defined.

The program analysis will consider areas such as facility space (flat floor, fixed seating, and outdoor areas); livestock and agricultural event needs (stalls, show rings, pens, RV hookups, etc.); important technological and other amenities that can respond to emerging trends; hotel, restaurant, and parking; and a review of other surrounding site area amenities.

Finally, PROVIDER will identify the level of event demand that could be met with an expanded/enhanced AEC, presently and into the foreseeable future. Specific data to be prepared will include future event levels by market segment, including emerging markets, attendance levels, and hotel room night generation.

### III. Capital Investment Needs

#### A. Dane County's RFP requested and requires answers to the following questions:

1. What is the state of the AEC physical plant?
2. What capital improvement plans are scheduled?
3. What investment is needed to maintain the current physical plant to achieve the current or desired business model(s)?
4. What capital improvements are needed to bring the facility into alignment with the County's sustainability goals?

Some of the information will be provided by AEC staff for questions 1 and 2. A compilation, third-party assessment, and recommendations from PROVIDER are required for questions 3 and 4.

#### B. PROVIDER will provide the following:

AEC staff will provide the majority of information needed to analyze the existing capital needs of AEC. After understanding the magnitude of improvements needed to AEC facilities, PROVIDER will prepare a general outline of proposed short-term and long-term options and recommendations for capital improvements planning. PROVIDER will take into consideration ways to maximize the strengths of existing operations at AEC while identifying ways in which capital investments can be made to maximize future growth and generate economic value. As part of this process PROVIDER will need to ensure that the sustainability goals set forth by Dane County are met. (Sustainability is further discussed in Section VI below.)

PROVIDER shall provide by October 15, 2014 a preliminary list of recommendations on AEC's near-term sustainable capital improvement needs and opportunities for possible COUNTY consideration in the 2015 Dane County Capital Budget.

### IV. Real Estate Potential

#### A. COUNTY's RFP requires answers to the following questions:

1. What options exist for attaining the 'highest and best' use of the AEC property?
2. To what extent are the historical uses of the property an asset or threat to the highest and best uses of the property?
3. What areas of the AEC site are suitable for further development, and what types of uses would best complement the AEC?
4. What opportunities exist with adjacent and surrounding properties presently under other public and private ownership in making linkages to such features as City of Madison parks (e.g. Quann Park, Goodman Park and Pool, Olin Park, etc.), Lake Monona, surrounding neighborhood(s), Capital City State Bike Trail, West Beltline Highway, etc.?
5. Under the identified 'highest and best' use option(s), what could be the approximate range or magnitude of economic returns to Dane County?

#### B. PROVIDER will provide the following:

The SWOT study, market analysis and capital needs assessment will provide the data and information needed to determine the highest and best use of the AEC property. PROVIDER will use this information as well as experiences from past projects in determining the best approach.

PROVIDER has performed real estate studies on all of the projects presented in PROVIDER's RFP reply, including Destination Medical Center, Titledown Master Plan, and Allentown Redevelopment. These projects included real estate strategies ranging in value from \$550 million to \$6 billion.

The first step in PROVIDER's process will be to analyze the data and information from the SWOT, market analysis and capital investment needs assessment to identify the existing assets that have the most value and those that should be reconsidered.

As part of the analysis, PROVIDER will identify and map areas of the AEC site that may be suitable for further development and combine that research with an overview of possible uses that may complement the existing assets previously defined. A key aspect of this work will be identifying how adjacent and surrounding properties could be considered for development in any real estate plan. It is also important to consider the linkages between AEC and other public and private ownership properties such as parks, Lake Monona, surrounding neighborhoods, bike trails and other transportation connections.

PROVIDER will focus on an approach that does not rely on specific uses, but instead focuses on a general vision, a range of potential and feasible uses, proportions of developable AEC land area, and developable densities using general descriptive planning concepts and not specific conceptual plans or architectural studies. The goal will be to identify an array of possibilities, as opposed to providing specific recommended plans. While the site analysis will be in general terms, it will be sufficient enough to convey the pertinent descriptive planning concepts in the context of the AEC site. These planning concepts should be communicated both in writing and using site maps and other visuals useful in conveying the concepts.

The results of this analysis should outline ways that such a plan can drive economic growth and strong fiscal returns to Dane County and all other stakeholders. The returns will be weighed against the investments needed to generate fiscal results over a period of time. The ultimate goal is to maximize returns while minimizing risk. This goal will also be defined in the context of attaining public objectives. However, these objectives will not be known until after the AEC Phase II visioning effort that will occur subsequent to this study, and not all of the objectives will be measured for success in terms of direct or short-term economic returns.

## V. Finance and Governance Options

### A. Dane County's RFP requested and requires answers to the following questions:

1. What financial tools are available to achieve the desired 'highest and best' uses of the AEC property?
2. What cooperative, multijurisdictional governance and public-private partnership options exist for such facilities, and what arrangement would be optimal to achieve the 'highest and best use' of the site?

### B. PROVIDER proposed and will provide the following:

One of the greatest challenges for the AEC development will be the structuring and securing of project financing. One of PROVIDER's greatest strengths is its proven ability to structure competitive financing for complex real estate transactions involving diverse mixed-use components and public-private partnerships. These types of projects are among the most challenging to secure financing for but PROVIDER's current activities are testimony to its proven ability to bring together the right pieces to make the complex projects feasible and financeable. After assessing the real estate potential of the AEC property in Section IV above, PROVIDER will identify a sampling of governance structures and funding mechanisms that would best support potential uses of the AEC campus identified in this analysis. PROVIDER will explore and present example finance tools and structures used across the nation for similar types of projects.

PROVIDER has performed this work on several major projects, two of which are explained further below. PROVIDER has successfully navigated this process on some of the largest economic development projects in the country.

PROVIDER will evaluate other assignments where it has been involved in structuring public financings while considering other similar structures that may influence AEC. The SWOT study, market analysis, and capital investments assessment will define the successes that can be capitalized on and the gaps that need to be addressed. The real estate plan will provide a general context of options for attaining the highest and best use for the AEC property, maximizing economic and fiscal impacts and attaining public objectives. These impacts and objectives will be used to outline a range of possible financing options, multi-jurisdictional governance structures, and public-private partnerships that could be implemented to meet COUNTY's goals for AEC.

## VI. Sustainability

The importance of including sustainability considerations into this phase of the study was referenced directly in COUNTY's vendor interview questions. It was further discussed in the March 4<sup>th</sup> meeting between COUNTY and PROVIDER. While sustainability considerations will be expanded upon in the community visioning exercise in Phase II of this process, subsequent to the work under this agreement, it is important to lay the groundwork for and include recognition of COUNTY's sustainability objectives in this phase.

Toward this end, COUNTY intends for PROVIDER to view this market study for AEC—including identification of related strengths, weaknesses, opportunities, threats, and market trends—through a lens of sustainability and equity in addition to viewing it from the perspective of economic opportunities. The scope of the study and analysis should be holistic and consider the impacts on and opportunities related to the AEC's surrounding assets such as the adjacent neighborhoods, natural resources, and infrastructure.

COUNTY believes a comprehensive approach to the market study that incorporates COUNTY's sustainability and equity values will provide a more complete analysis and will position COUNTY to successfully move forward into the visioning and master planning stages that will come later.

COUNTY has made it a priority to become more environmentally, socially, and economically sustainable in its planning, operations, management, and policymaking.

To guide its efforts, the county has adopted sustainability principles to provide a systematic approach and a framework to make informed and strategic decisions.

As a part of this study, PROVIDER should refer to the following principles as it conducts its analysis. These principles can be viewed as criteria for assessing whether a recommendation for a policy, strategy, or action will advance the county's sustainability goals. They also can be used as a guide in identifying findings in the SWOT analysis. A specific recommendation or finding might satisfy all sustainability principles, or it might only satisfy one principle. However, what COUNTY wants to avoid are recommendations that violate these principles by maintaining a status quo that continues unsustainable practices or by creating a new situation that violates these sustainability principles.

In order to achieve greater sustainability in everything COUNTY does, it will:

1. Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
2. Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
3. Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
4. Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

These principles were formally adopted by COUNTY via Resolution 103, 2012-2013, *Dane County Adopts Sustainability Principles to Guide its Operations, Management, and Policymaking*.

Most responses to sustainability objectives focus predominantly on addressing environmental concerns. However, long-term sustainability is a multifaceted goal relating to environmental, economic, and social well being, i.e. the “three-legged stool,” or the “triple bottom line.” The social equity aspect of sustainability will be a key factor in this project in light of AEC’s location in the context of the South Madison Neighborhood. Relating to the fourth principle above, as a component of removing barriers to meeting the needs of Dane County residents, PROVIDER will consider in its analysis the following types of questions related to the county’s concerns to ensure greater equity in the community. Awareness of these issues and consideration of these types of questions will bring to light opportunities in this study to advance this COUNTY principle.

1. What are the racial and socioeconomic demographics of those living in the area and how does this project relate to and affect them?
2. What racial equity or social justice improvement opportunities are presented by this project (e.g., workforce development, employment, government practices, economic development, housing, transportation, food access and affordability, education, criminal justice, health and wellness, early childhood, community/civic engagement, etc.)?
3. What are the possible equity and social justice impacts (negative and positive) on the geographic area surrounding the AEC campus that could be affected by recommendations for the AEC campus, and how can possible inequitable impacts be avoided or addressed (e.g., adjacent neighborhoods, natural resources, infrastructure such as transportation, City of Madison parks, bike trails, etc.)?
4. What have other communities with similar facilities done to address and improve equity and social justice as a part of their planning and development or redevelopment?

VII. Timeline.

This project is envisioned to have a six-month timeframe. The services shall be completed within six months of the effective date of this agreement, and no later than January 31, 2015, according to the general timeline presented below.

AEC Project Schedule	Month					
	1	2	3	4	5	6
Project kickoff	■					
Data gathering and information collection						
Capital investment needs completed		■				
Initial SWOT analysis completed			■			
Exposition market analysis completed				■		
Real estate potential completed					■	
Finance and governance options completed						■
DRAFT report and recommendations compiled						■
Presentation of DRAFT report						■
FINAL report and recommendations completed						■
Final Presentation to Strategic Design Study Committee						■
Final Presentation to Dane County Board of Supervisors						■

Additionally, PROVIDER shall provide by October 15, 2014 a preliminary list of recommendations on AEC’s near-term sustainable capital improvement needs and opportunities for possible COUNTY consideration in the 2015 Dane County Capital Budget.

VIII. COUNTY and PROVIDER Obligations.

COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER’S obligations hereunder. Similarly, PROVIDER and its agents will cooperate with COUNTY personnel and officials. Mutual respect, partnership, and cooperation shall be present by both parties at all times throughout this study.



**Schedule "B"**

**Payment**

- I. PROVIDER will be compensated as follows:

PROJECT COMPONENT	COST
SWOT Analysis	\$25,000
Exposition Market Analysis	\$20,000
Capital Investment Needs Analysis	\$10,000
Real Estate Potential Analysis	\$44,000
Finance and Governance Options Analysis	\$45,000
Reimbursable Expenses	\$6,000
<b>TOTAL COST</b>	<b>\$150,000</b>

- II. PROVIDER shall be paid on the basis of work completed. PROVIDER shall send an invoice to COUNTY between the 1<sup>st</sup> and the 10<sup>th</sup> of each month. Billing shall be based on a flat dollar amount by units of service. Invoices should define the time period of billing, dollar amounts by units of service and project component listed above, and percentage budget expended/remaining. Invoices should be sent to the project administrator at the following address:

Todd Violante, Director  
Dane County Planning and Development Department  
Room 116, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703

- III. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments may be delayed an additional 30 days.
- IV. Final payment of the last 10 percent of the project budget (\$15,000) will be withheld until all deliverables identified in Schedule C have been satisfied and signed off upon by the project administrator.
- V. In no event shall the PROVIDER be paid more than the sum of \$150,000.00 for its obligations outlined herein.

**Schedule "C"**

**Deliverables**

- I. Methodology and Process

At the commencement of this work, and the beginning of each of the five components of analysis, PROVIDER shall present an overview of the methodology to be used and an outline of work activities to COUNTY. An in-person meeting will be held to discuss work activities, answer any questions COUNTY or PROVIDER may have, review survey instruments or other technical tools, and discuss mutual roles and responsibilities of COUNTY and PROVIDER.

- II. Reporting

PROVIDER will work with COUNTY to develop a Strategic Feasibility Study of the Alliant Energy Center (AEC) that fulfills the requirements of this contract as outlined in Schedule A, Scope of Services, of this agreement.

#### A. Intermediate Reports

PROVIDER will present a Monthly Status Report in PowerPoint format and a brief (1- to 2-page) companion written status summary addressing key findings and work to-date for each of the five technical requirement components in Sections II thru VI of Schedule A for presentation to the AEC Strategic Design Study Committee for review, questions, and feedback.

#### B. Weekly Status Reports

Brief, weekly status reports should be provided in writing via email by PROVIDER to the project administrator, Todd Violante, Director of the Dane County Planning and Development Department, or his designee. The status reports should cover weekly activities, work completed, work remaining, budget expended and remaining, issues encountered and how resolved, and any other relevant comments. At the onset of the project, COUNTY's project administrator and PROVIDER will agree on a simple report template.

#### C. Final Report

##### 1. Final Report.

PROVIDER will create a final strategic feasibility study report that compiles the above requested information in a simple, readable, and usable document. The report should include all edited intermediate reports and be a complete compilation of the consultant's findings, assessments, answers to the above questions, and professional recommendations. Supplemental informational material may be included as attachments.

##### 2. Draft Final Report.

The final report will be preceded by a draft report that will be presented to the AEC Strategic Design Study Committee and other stakeholder groups to gather input before the report is finalized.

##### 3. Executive Summary.

The draft and final reports will both include an executive summary that could also serve as a stand-alone document for community informational purposes. The executive summary should be concise, visually appealing, and easily reproduced, and it should include an overview of the project, process, key findings, and recommendations.

#### D. Submittal of all reports in sections A and C above to the project administrator will include one electronic copy, one easily copied unbound hardcopy, and 20 bound hardcopies, unless mutually deemed otherwise by COUNTY and PROVIDER.

### III. Meetings

PROVIDER will be required to present project material, provide status reports, and answer questions at regular meetings of the Dane County AEC Strategic Design Study Committee, the oversight committee for this project. There will also likely be other formal meetings requested over the duration of this project that are not presently envisioned. While not an exact number, the following should serve as a guide for the type and magnitude of meetings at which the consultant may be requested to formally present:

- 
- 3-4 AEC Strategic Design Study Committee meetings
- 1 meeting of the Dane County Board of Supervisors
- 1 meeting with the Dane County Executive
- 1 meeting with a body of the City of Madison
- 1 meeting of the Greater Madison Area Convention & Visitor's Bureau

Depending on project costs and available budget, other possible entities may be considered for formal presentation in addition to those listed above, subject to the mutual agreement of COUNTY and PROVIDER.