

Dane County Contract Cover Sheet

Res 400
significant

Dept./Division	Alliant Energy Center
Vendor Name	Vandewalle & Associates
Vendor MUNIS #	8381
Brief Contract Title/Description	Masterplan facilitation and redevelopment process management at the Alliant Energy Center.
Contract Term	02-01-2018 to 03-31-2019
Total Contract Amount	\$ 100,000.00

Contract # <small>Admin will assign</small>	13318
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	POS
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)	
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)	
	<input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CPAEC	Obj Code	58954	Amount	\$ 100000
Req #	981	Org Code	Obj Code		Amount	\$
Year	2018	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	400
	<input type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.					Year	2018

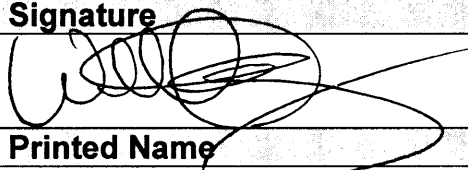
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	2-8-18		
CU	Controller		2/13/18	
PCP	Purchasing	2/14/18	2/14/18	
W	Corporation Counsel	2/13/18	2/13	
DL	Risk Management	2/13/18	2/13/18	Waiver of Env. Ins. OK
	County Executive			

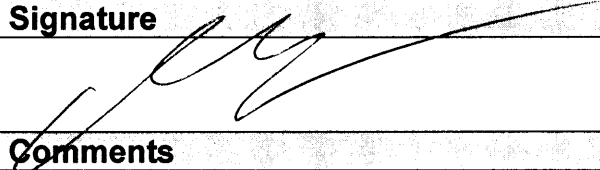
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Mark Clarke	Name	Rob Gottschalk
Phone #	608-267-3982	Phone #	608-255-3988
Email	clarke@alliantenergycenter.com	Email	rgottschalk@vandewalle.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	120 E Lakeside St Madison, WI 53713

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2-7-18
	Printed Name	
	WILLIAM FRANZ	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		2/13/18
	Comments	

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 14

Agreement No. 13318

Expiration Date: 3/31/2019

Authority: Res. _____, 2017-2018

Department: Alliant Energy Center

Maximum Cost: \$100,000

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Vandewalle & Associates Inc. (hereafter, "PROVIDER"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison WI 53713, desires to purchase services from PROVIDER for the purpose of providing AEC masterplan facilitation redevelopment process management;
and

WHEREAS PROVIDER, whose address is 120 E Lakeside Street, Madison, WI 53713, 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 March 31, 2019 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 March 31, 2019. Upon failure of PROVIDER to complete its obligation set forth herein by March 31, 2019, 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 offset.

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's 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.

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, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for ~~bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

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Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- 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).

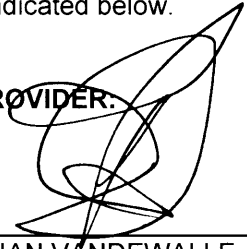
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

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: 2/6/18

BRIAN VANDEWALLE, President and CEO

* * *

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

SCHEDULE “A”
Scope of Services for
Dane County Alliant Energy Center
Phase 2 Implementation Process Management

The following scope of services is intended to use Vandewalle & Associates’ extensive knowledge of the Alliant Energy Center and past planning efforts, the recent Vision process, regional economy, area real estate market, and redevelopment economics to assist the County in efficiently and effectively implementing the adopted AEC Vision and Implementation Framework document. As we did in Phase I, we will provide a range of project management services to the Comprehensive Master Plan Oversight Committee and County staff that for Phase 2 will include coordinating with the selected Campus Master Plan consultant, coordinating with the Multijurisdictional Plan process, evaluating funding options, ensuring that proposed improvements to AEC promote an authentic, Madison-area experience, and ensuring that the Vision Foundations are furthered to maximum extent feasible through all implementation activities. Work on all scope elements will be performed over the entire 2018 calendar year on a time and materials basis with a maximum budget not to exceed \$100,000.

Work Element I – Implementation Work Plan

Guiding all of the Comprehensive Master Plan Oversight Committee’s and Vandewalle’s activities will be a detailed Implementation Process Work Plan that will include a detailed list of tasks necessary to complete all of the near-term implementation recommendations from the adopted AEC Vision and Implementation Framework document (Vision Document). The Plan will carefully sequence and coordinate the activities of all AEC-related planning processes (Campus Master Plan, Multijurisdictional Area Plan, and Funding and Governance evaluation) to maximize efficiencies and to maintain a pace that is comfortable to everyone directly involved as well as the public. Pacing and sequencing are particularly important with all of these planning efforts as each will need to inform the others as they progress. Specific components of this Work Element include the following:

Task 1.1: Project Start-up

Meeting(s) with County staff and the Committee Chair to discuss specific accomplishments to be achieved over the next year to serve as the basis for the Implementation Work Plan.

Task 1.2: Communications Plan

- a. The primary portion of the Communications Plan will identify all of the key individuals, organizations, media, and segments of the public to be informed and engaged throughout the Phase 2 Implementation Process. While these some of these communications may be intended to elicit some type of feedback/input, they primarily will be designed to inform and educate the recipients throughout the County about the various implementation planning efforts and the progress being made with each. For each identified entity to be communicated with in Work Element II, this Plan will include the following:
 - The specific entity or groups to receive the communication
 - The primary information to be conveyed in each communication
 - The point(s) in the process when the communication will occur
 - The method of communicating/type of media
 - The entity responsible for completing the communication (Vandewalle, County staff or other)
- b. In addition to the above, the Communications Plan also will include direct contacts with key project decision makers – the County Board Executive Committee, County Executive, and Mayor – at various points in the process to be determined at the time the Communications Plan is prepared.

Task 1.3: Integrated Public Engagement Plan

With multiple, related planning efforts occurring simultaneously, it will be critical to have a well-coordinated public engagement process that provides for meaningful input for all of the efforts while minimizing confusion and participation “fatigue” by the public. Accordingly, a comprehensive public engagement plan will be prepared that carefully coordinates and sequences all related public engagement events. These will include using a variety of different methods and formats for stakeholders and the general public throughout the County to learn about the different projects and provide

consequential input. This Plan will draw on best practices and specific strategies for involving historically underrepresented populations and communities and methods to overcome the socio-economic and cultural barriers that often prevent or diminish participation by these groups. For each identified entity to be engaged with, the Plan will include the following:

- The specific entity or groups to be included
- The types of information/input to be sought
- The types of information to be provided to participants
- The point(s) in the process when the engagement will occur
- The meeting format(s) and general location(s)
- The entity responsible for completing the engagement (Vandewalle, County staff or other)

Task 1.4: Implementation Work Plan

The outcomes of all of the above Tasks will be fully and efficiently integrated into an Implementation Work Plan that will serve as the guiding document for all Committee and Consultant activities throughout Phase 2 of the process. This will include the party(s) responsible for each task, time schedules and deadlines, and project milestones.

WE I Time Schedule – January and February

WE I Budget – \$6,500

Work Element II – Project and Vision Management

Following the Work Plan created in Work Element I, Vandewalle will assist the Committee and County staff with managing the implementation process for maximum effectiveness and efficiency and to ensure the adopted Vision is carried out as described in the Vision Document.

Task 2.1: Coordination with Campus Master Plan Process

The primary scope of services for the Campus Master Plan consultant team is to focus on specific improvements to the facilities and grounds. Given the extensive amount of work required for that effort alone, Vandewalle will assist the Committee, County staff, and Campus Master Plan consultant to coordinate the technical concepts developed by the consultant with the adopted Vision and potential market opportunities for private development on the AEC grounds. Based on the Work Plan developed in Task 1.4. and direction from the Committee and County staff, this work may entail, but not be limited to:

- Briefing the Campus Master Plan consultant on past plans, the key outcomes of the Visioning Process, and desired key outcomes of the Master Planning Process
- Developing scenarios and testing them with stakeholders and the public
- Testing scenarios for alignment with growing regional industries and meeting their needs
- Projecting economic and community impacts of potential campus improvements
- Evaluating phasing and sequencing options for improvements consistent with funding availability and operational requirements
- Conducting market research to determine private development potential for portions of the AEC campus
- Evaluating locations on the AEC campus for potential private development
- Projecting potential private development tax values
- Determining general financial feasibility for including the AEC campus in a Tax Increment Finance District and the potential TIF benefits to the AEC
- Ensuring the planned improvements enhance an authentic, Madison-region experience as a market differentiator for attracting more business to the AEC

Task 2.2: Coordination with Multijurisdictional Plan

The planning process for the larger area along the John Nolen corridor to use the AEC as a catalyst and focal point for an identifiable “Destination District” is anticipated to begin in the first part of the year with an understanding that that effort and the Campus Master Plan would help to inform each other as each is developed. Vandewalle will assist in exchanging information and ideas between the two efforts in order to ensure the goals of the Vision document are met for achieving a greater integration of the AEC with its surroundings and thereby improving the attractiveness, marketability and financial success of the AEC.

Task 2.3: Funding and Governance Evaluation

Vandewalle will assist County staff, the Committee, and issue panels in identifying and evaluating potential funding sources and partners for completing planned improvements to the AEC campus. Based

on the Work Plan developed in Task 1.4. and direction from the Committee and County staff, this work may entail, but not be limited to:

- Evaluation of potential Public Private Partnerships
- Investigation of best practices for various AEC operations
- Identification and evaluation of potential funding sources for making improvements to the AEC
- Identification and evaluation of potential governance structures that may be tied to specific funding sources (such as an independent authority)

Task 2.4: Research and Analysis

Based on the Work Plan developed in Task 1.4. and direction from the Committee and County staff, Vandewalle will conduct research and analyze policy options related to implementing the adopted Vision in the most efficient and cost-effective manner.

WE II Time Schedule – January-December

WE II Budget – \$33,500

Work Element III – Committee Meeting Preparation and Participation

This Work Element includes planning for and attending a total of 12 Committee meetings (approximately one per month) to discuss the topics and deliverables outlined in all of the Work Elements. This includes preparing agendas with County staff, preparing meeting materials/presentations, attendance and participation at meetings, and summarizing meeting outcomes. This Work Element also includes ongoing communications with County staff via email, phone calls, and informal meetings to discuss progress and plan next steps. For Committee meetings, County staff will be responsible for selecting appropriate venues, preparing and posting required notices, reproduction and distribution of meeting materials, and preparing official meeting minutes.

WE III Time Schedule – January - December

WE III Budget – \$24,000

Work Element IV – Communications Implementation

- a. This Work Element entails the execution of Vandewalle's responsibilities as identified in the Communications Plan developed under Task 1.2. This will be done in coordination with County communications staff as well as communications professionals that may be made available by participating entities such as the Greater Madison Convention Bureau. These are likely to include some combination of the following:
 - Draft press releases
 - Engaging with the media
 - Preparing and presenting PowerPoint presentations and scripts
 - Newsletters and mailers
 - Email blasts
 - Video and audio recordings
 - Event booths/displays
 - Polco
- b. As part of this effort, the existing project website will be continually maintained and updated in concert with County staff for use as a primary vehicle to disseminate information.

WE IV Time Schedule – January-December

WE IV Budget – \$16,000

Work Element V – Public Engagement

This Work Element entails the execution of Vandewalle's responsibilities as identified in the Public Engagement Plan developed under Task 1.3. The goal of the engagement process is to: augment the public outreach conducted by the Master Plan Consultant and the Multijurisdictional Plan; seek public input on issues as directed by the Oversight Committee; conduct targeted outreach to adjoining neighborhoods and historically under-represented communities. Obtaining this input, then, will likely include some combination of the following techniques:

- Focus group interviews
- Participatory workshops
- Community surveys
- Interactive websites/apps
- Walking tours

WE V Time Schedule – January-December

WE V Budget – \$20,000

SCHEDULE "B"

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
 - a. Provider shall invoice County monthly for percent of tasks completed in the preceding month. Provider shall include detailed accounting of the work completed in each of the task areas listed in Schedule A as part of the invoice submitted for payment.
 - b. If Provider is timely with respect to all its obligations under this agreement, the County shall make payments due within 30 days of receipt of invoice.
 - c. In no event shall the Provider be compensated more than the sum of \$100,000 for its services under this contract.
 - d. Any changes to the tasks in this contract must be agreed upon by the County and the Provider and added to or changed in this contract by addendum.

Schedule "C"

- I. The following schedule will serve as a template for completion of tasks knowing this schedule may be subject to change pending other factors.

