

Res. 445

## Dane County Contract Cover Sheet

Dept./Division	Alliant Energy Center
Vendor Name	Perkins+Will
Vendor MUNIS #	28313
Brief Contract Title/Description	Campus Masterplanning for the Alliant Energy Center campus
Contract Term	03/01/2018 - 12/31/2018
Total Contract Amount	\$ 234,800

Contract # <small>Admin will assign</small>	13331
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<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

<b>Purchasing Authority</b>	<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 checked="" type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP # 117095
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)	
	<input 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	\$ 234,800
Req # 1127	Org Code		Obj Code		Amount	\$
Year 2018	Org Code		Obj Code		Amount	\$

<b>Resolution</b>	<b>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.</b>		
	<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 #	445
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	Year	2017


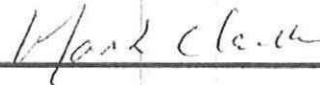
<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MKR du	Received by DOA Controller	3/1/18	3/1/18	
PCP W	Purchasing Corporation Counsel	3/1/18	3/1/18	
JL	Risk Management County Executive	3/1/18	3/1/18	Non-Std / no language in DR

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Mark Clarke	Name	John Slack
Phone #	608-267-3982	Phone #	612-851-5044
Email	clarke@alliantenergycenter.com	Email	John.Slack@perkinswill.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	80 8 <sup>th</sup> Street South, Suite 300 Minneapolis, MN 55402

<b>Certification:</b> 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
		3/1/18
	Printed Name	
		

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		3/1/18
	Comments	
Corporation Counsel	Signature	Date
		3/1/18
	Comments	

**AWARD OF CONTRACT FOR MASTER PLANNING AT THE ALLIANT ENERGY CENTER**

Over the past couple of years a Facilities and Market Analysis has been prepared and a campus visioning process have been completed as the first two phases of an overall master planning process for the Alliant Energy Center. These two phases serve as the foundation of the next phase of the process, the preparation of a comprehensive master plan that will incorporate the components of the visioning process and provides a clear roadmap for improvements to the campus that can be implemented over the next 15-20 years. A request for proposals for the comprehensive master planning phase was prepared, posted on the County website and advertised. There were seven firms that responded.

A purchase of services agreement in the amount of \$234,800 has been successfully negotiated with Perkins + Will to prepare a Comprehensive Master Plan for the Alliant Energy Center campus.

**NOW THEREFORE BE IT RESOLVED**, that the agreement with Perkins + Will, 80 South 8<sup>th</sup> Street, Minneapolis, MN 55402 is hereby approved.

**BE IT FINALLY RESOLVED**, that the County Executive and County Clerk are authorized to sign the agreement.

Submitted By:

# DANE COUNTY CONTRACT

13331

Number of Pages, including schedules: 13

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

Expiration Date: 12/31/18

Authority: Res. 445, 2017-2018

Department: Alliant Energy Center

Maximum Cost: \$234,800

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

## WITNESSETH:

WHEREAS COUNTY, whose address is: 1919 Alliant Energy Center Way, Madison WI 53713 desires to purchase services from PROVIDER for the purpose of Master Planning services; and

WHEREAS PROVIDER, whose address is: 80 South 8<sup>th</sup> St. Suite 300, Minneapolis MN, 55402, 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 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 and hold harmless 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.

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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.

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 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. 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: 3/1/18

  
\_\_\_\_\_

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

TONY LAYNE, PRINCIPAL

\*\*\*

FOR COUNTY:

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

\_\_\_\_\_  
JOSEPH T. PARISI, County Executive

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

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

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

rev. 01/18

## Schedule A

I. PROVIDER will provide a Master Plan Concept Report.

Perkins and Will (PW) will be the primary PROVIDER for the project, with the assistance from several other qualified firms to complete the Master plan phase.

PROVIDER will meet with AEC officials to confirm goals of the study and other contextual issues related to the project. In addition, PW will review available data related to the project and identify those contacts and resources necessary to ensure complete review and assessment of critical issues.

The following concepts should be researched and evaluated as a possible deliverable in the final report to Dane County and AEC. :

- Campus Image and Experience
  - Create a unique visual image and environment representative of the region's core assets
  - Create an experience intended to keep attendees on campus longer
  - Respect and enhance the iconic architecture of the Coliseum
- Campus Layout and Internal Relationships
  - Knit the entire campus together as a singular whole
  - Locate major facility improvements
  - Reduce hardscape where possible and add greenspace
  - Create a walkable connected campus
  - Showcase leading-edge on-site and watershed-wide storm water management technologies and practices and integrate renewable energy systems
  - Maximize operational efficiencies of all core facilities
  - Identify areas appropriate for private development and their proposed land uses and development intensities
- External Connections and Relationship to Surround Properties and the Downtown
  - Create a more permeable campus with the surrounding district and neighborhoods
  - Identify primary access points and through connections
  - Seamlessly integrate with the surrounding area and anchor a Destination District
  - Land acquisition possibilities
  - Mitigate impacts on adjoining neighborhoods through appropriate buffering
  - Incorporate alternative transportation modes to and from the campus, particularly bikes and transit, while keeping in mind that parking revenues are a large part of the facility's income

The PROVIDER shall evaluate the following areas and deliver a comprehensive plan of which the County can use over the next 15 years to make strategic business decisions to better enhance the facets of the campus

### **1. Review of Past Studies, General Data Gathering and Base Mapping**

The PROVIDER is expected to review and gain a solid working knowledge all relevant past plans and studies and the Facility Analysis and Vision documents in particular

#### Deliverables

- Campus base map
- Facility plans

### **2. Facilities Analysis and Preparation of Concept/Schematic Plans and Cost Estimates**

The PROVIDER will prepare a concept/schematic plan and building program outline for recommended improvements to each of the following facilities along with generalized cost estimates. These documents are intended to be used by the County as the basis for the future solicitation of detailed building programs, design development documents, construction documents and bid documents for the recommended improvements. Accordingly, each recommended phase should include its own set of concept/schematic plans, program and cost estimates.

- a. Veterans Memorial Coliseum
- b. Exhibition Hall
- c. New Holland Pavilions
- d. New Show Ring
- e. Area of Arena's Current Location
- f. New Administrative Offices (replacement of existing Administrative Office Building)
- g. Traffic patterns

#### Deliverables:

- Concept/schematic plan(s) for each facility
- Cost estimates
- phasing

### **3. Campus Layout, Improvements and Cost Estimates**

The Provider will prepare a layout for the campus grounds that shows the location of all facilities to be retained and expanded/added including: buildings; parking, loading and circulation areas; vehicular and pedestrian access points; event areas; storage and staging areas; landscape and wetland areas; buffer areas, and private development as identified in Task 4. This also may include future expansion areas of the campus grounds as determined to be beneficial by the PROVIDER.

#### Deliverables:

- Campus master plan
- Cost estimates
- phasing

#### **4. Types and Locations of Additional Commercial Uses**

The PROVIDER will identify potential locations on the campus and the County property that could be sold or leased for supporting/related private development.

##### Deliverables:

- Locations, types and density/intensity of commercial uses
- Financial ramification both positive and negative

#### **5. Phasing Plans**

The PROVIDER shall develop a phasing plan for all recommended facility and campus improvements.

##### Deliverables:

- Phasing schedule and campus layouts for each phase

#### **6. Site Visits and Meetings**

The PROVIDER shall conduct site visits as needed to tour and analyze the facilities and campus, any campus visits must be coordinated through AEC management

Provider will be asked to engage some of the current AEC users. Any communication with AEC users must be approved by or coordinated by AEC Management.

## Schedule B

PROVIDER will complete the entire scope of work for \$234,800. Upon completion of each milestone, PROVIDER will invoice COUNTY according to the Milestone Payment Schedule below:

Milestone Payment #1: \$50,000

Milestone will be measured on presentation of first OC meeting; fact finding, prioritization and campus assessment to be identified. Acceptance of completion will be at the determination of Dane County or its representative.

Milestone Payment #2: \$50,000

Milestone will be measured on Presentation of second OC meeting; building and facility concepts, alternatives and improvements to be identified. Acceptance of completion will be at the determination of Dane County or its representative.

Milestone Payment #3: \$50,000

Milestone will be measured on presentation of third OC meeting; Campus layout options, master plan concepts, phasing, funding, draft report. Acceptance of completion will be at the determination of Dane County or its representative.

Milestone payment # 4: \$50,000

Milestone will be measured on completion of the fourth OC meeting; final recommendations, cost estimates, refined concept, Acceptance of completion will be at the determination of Dane County or its representative.

Final Report & Presentation payment # 5: \$34,800

Report to include all work as outlined in Schedule A above. Final report to be presented to Dane County along with any entities which Dane County feels appropriate to view final presentation. Dane County is the sole determiner of final acceptance of the report.

**Schedule C – Meetings and presentations:**

- 1 – Kick off meeting  
Mid March
- 4 – Oversight committee meetings  
Suggested: April, June, August, September,
- 1 – Final report presentation  
Suggested: October
- 2 - user panel meetings  
Suggested: April, August
- 2 – Peer review meeting  
Suggested June, August
- 2 – Public meetings  
Suggested June, August
- 2 – Destination District (MJCP) meetings  
Suggested June, August

Meeting dates and times to be determined on progress and committee availability. Both parties will give a minimum 30 day notice to each other of scheduled meeting dates and times.

Bi-weekly communication via phone, email, or video conference will take place with AEC management during the course of the project.

**Presentations** - PROVIDER will present its findings via a PowerPoint presentation in concert along with delivery of the report in coordination with the County. The final report will be presented to several county staff members, oversight committee and Alliant Energy staff at one meeting.

PROVIDER will provide 10 hard copies and two electronic copies on thumb drives of the final report. Electronic copies will be formatted as word documents.