

Dane County Contract Cover Sheet

Revised 01/2024

RES 149
significant

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	Strang, Inc.	MUNIS #	7468
Brief Contract Title/Description	Award of Agreement for Professional Civil and Building Design Services at Dane County's Sustainability Campus (RFP 323027).		
Contract Term	10/14/24 through 6/30/27		
Contract Amount	\$2,069,145.00		

Contract # Admin will assign	15608
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Ali Rathsack	Name	Austen Conrad
Phone #	608-514-2319	Phone #	608-720-1825
Email	Rathsack.Allison@danecounty.gov	Email	AConrad@strang-inc.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 323027
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 2584	Org: SWSUSTAN	Obj: 51032	Proj:	\$ 1,034,572.50
	Year 2024	Org: SWLNDFLL	Obj: 51038	Proj:	\$ 1,034,572.50
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res # 149
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2024

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault - 9/26/24	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2024.10.01 15:48:14 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/1/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, October 2, 2024 10:28 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15608
Attachments: 15608.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/3/2024 10:25 AM	Approve: 10/3/2024 10:25 AM
	Rogan, Megan	Read: 10/2/2024 11:26 AM	Approve: 10/2/2024 11:26 AM
	Gault, David	Read: 10/2/2024 11:45 AM	Approve: 10/2/2024 12:20 PM
	Cotillier, Joshua		Approve: 10/2/2024 10:49 AM
	Stavn, Stephanie	Read: 10/2/2024 1:12 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15608
Department: Waste & Renewables
Vendor: Strang, Inc.
Contract Description: Professional Civil & Building Design Services at the Sustainability Campus (Res 149)
Contract Term: 10/14/24 – 6/30/27
Contract Amount: \$2,069,145.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2024 RES-149**

4 AWARD OF AGREEMENT FOR PROFESSIONAL CIVIL AND BUILDINGS DESIGN
5 SERVICES AT DANE COUNTY’S SUSTAINABILITY CAMPUS

6 The Department of Waste and Renewables reports the receipt of proposals for Professional
7 Civil and Buildings Design Services at Dane County’s Sustainability Campus, 7103 Millpond
8 Road, Madison, WI- RFP No. 323027.
9

10 A complete tabulation is on file at the Department of Waste and Renewables.

11 An Agreement has been negotiated with:

12
13 Strang, Inc.
14 811 E. Washington Ave., Suite 200
15 Madison, WI 53703
16
17

18 The Waste and Renewables staff finds the amount to be reasonable and recommends the
19 Agreement be awarded to Strang, Inc.
20

21 There are sufficient funds available for this project. The term of the borrowing used to support
22 this project will be 20 years.
23

24 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Strang, Inc. in the
25 amount of \$2,069,145.00; and
26

27 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
28 and directed to sign the Agreement; and
29

30 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
31 ensure complete performance of the Agreement.

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
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1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the “A/E” shall be governed by the following Terms and Conditions.
- 1.B. The A/E shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The A/E shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the A/E represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The A/E shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor’s schedule is not negatively impacted.
- 1.G. The A/E shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the A/E may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.I. The A/E may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, the A/E shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement. The A/E shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the A/E shall not

be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

1.K. For this project the following terms will be in use:

1.K.1) The Project: The entirety of what is required to conceive, design, build, commission, start-up & troubleshoot the work for which this RFP and any subsequent RFB(s) are published.

1.K.2) Project Budget: The total amount of funds the County has allocated for the Project. This includes contingencies, fees, costs for design services, commissioning services, furniture, fixtures and equipment (FF&E) expenditures and the Construction Budget.

1.K.3) Construction Budget: The portion of the Project Budget specifically allocated for construction services, or the accepted bid amount including any alternate bids.

1.K.4) Construction Opinion of Probable Cost: The A/E's cost estimate for the Construction Budget before any bids are received.

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

2.A. A/E shall provide the Scope of Services as detailed in Attachment A.

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

3.A. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.

3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the Project.

3.C. COUNTY will provide available information regarding the requirements for the Project, which set forth COUNTY's objectives for program, schedule and overall Project Budget. COUNTY will make available to the A/E data or documents known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. Documents provided by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.

3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.

3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from COUNTY staff prior to issuance to the A/E.

3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.

3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).

3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

4. ARTICLE 4: COMPENSATION

- 4.A. COUNTY shall compensate A/E as detailed in Attachment B, Compensation Schedule.
- 4.B. Base Fee: The Base fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, equipment and materials, reproducing and mailing submittals, and other work as outlined in Attachment A and B.
- 4.C. Unit Rates: Unit rates will include all costs for materials and labor necessary to perform specified work. Payment will be based on actual quantities, outside of Work included in the Base Fee.
- 4.D. Allowances: Allowances shall be used for additional services. A/E shall use the Rate Schedule submitted by A/E on July 9, 2024, when billing under an allowance.
- 4.E. Rate Schedule: A/E shall maintain these rates until December 31, 2026 at which point the rates shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.
- 4.F. An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY. A/E may be required to hire additional subconsultants in order to correct deficiencies to the satisfaction of COUNTY.
 - 4.F.1) Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.

5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the Project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the A/E.

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager prior to further payment by COUNTY.
- 6.B. In the event the Agreement between the A/E and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the A/E.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 7.A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the A/E. If COUNTY uses or modifies documents without involvement or written consent of the A/E or its sub-consultant(s), COUNTY shall

remove name and signatures of the A/E or its sub-consultant(s) from documents prior to such use or modification. Any such use or modification shall be at sole risk of COUNTY and without liability for the A/E or its sub-consultant(s).

- 7.C. Specifications and isolated, detail drawings inherent to the architectural and engineering design of the Project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
- 7.D. Confidential Information. "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the A/E or their officers, directors, employees, subconsultants, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
- 7.D.1) Disclosure to Subcontractors. A/E shall maintain Confidential Information in the strictest confidence and shall only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subconsultants or agents, the A/E shall obtain the written agreement of such subconsultants to be bound by confidentiality.
- 7.D.2) Ownership of Information. All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. A/E shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the Project.
- 7.D.3) Disclosure Required by Law. If the A/E is requested or required by law (by deposition, interrogatories, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the A/E shall, unless prohibited by law, promptly notify the COUNTY of such request.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. A/E shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against 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 the A/E furnishing the services required to be provided under this Agreement, but only to extent caused or resulting from intentional or negligent acts of the A/E or its sub-consultant(s) and provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the A/E under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

- 9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E

shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. The A/E and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker's Compensation Insurance:

10.A.1) a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the Project under this Agreement.

10.A.1) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.

10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.

10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Insurance may be met by a combination of primary and excess coverage.

10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. A/E warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.

11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this Project and in effect on the date of this Agreement.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its

professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.

- 11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
- 11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Director of Waste & Renewables for review and resolution. The decision of the Director of Waste & Renewables shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E.
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- 11.J. Execution. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by A/E. A/E shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by A/E is authentic.
- 11.J.1) This Agreement has no effect until signed by both parties. The submission of this Agreement to A/E for examination does not constitute an offer. A/E warrants that the persons executing this Agreement on its behalf are authorized to do so.
- 11.J.2) This Agreement, and any amendment or addendum relating to it, may be transmitted by legible facsimile reproduction or by scanned legible electronic PDF copy and utilized in all respects as an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereby stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This provision does not apply to the service of notices under this Agreement.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). A/E agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

12.B. Civil Rights Compliance:

12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.

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

12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Specialist upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall

include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- 12.B.4) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT A – SCOPE OF SERVICES

1. General

- a. W&R Infrastructure is defined as the following:
 - i. Education and administrative center
 - ii. Scale office and scales
 - iii. Maintenance facility
 - iv. Material drop-off area(s)
 1. Stage 1 – Initial material drop-off areas (as described in Addendum No. 1 dated June 18, 2024).
 2. Stage 2 – Future material drop-off areas (as described in Addendum No. 1 dated June 18, 2024).

- b. Professional architectural and engineering design services for W&R Infrastructure shall be provided by the A/E in each of the following phases:

Phase 1: Needs Assessment

Phase 2: Design Development

Phase 3: Permitting

Phase 4: Construction Documents and Bidding Assistance

Phase 5: Construction Assistance and Documentation

A/E may perform work in a Phase of Work, prior to conclusion of preceding Phase or COUNTY approval, at A/E's own risk.

- c. An assigned COUNTY Waste & Renewables Project Manager shall be the A/E's contact for securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
- d. The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- e. Document Submittals: Documents submitted to COUNTY shall be in original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.). Final documents shall be in PDF format and delivered to COUNTY via e-mail or ShareFile. In addition to the PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
- f. Meetings and Communications: A/E shall prepare monthly status reports including budget status (by major task), work completed in the past month, work planned for next month, and problems or issues to be resolved. A/E shall attend and prepare agendas for bi-weekly check-in meetings, provide meeting minutes from the bi-weekly check-in meetings, and attend required meetings as outlined in each Phase of Work. A/E shall be responsible for preparing agendas and meeting minutes for required meetings as outlined in each Phase of Work.
- g. A/E shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports and documentation.
- h. A/E shall submit a data request to COUNTY, prior to starting Work. COUNTY shall provide all available reports, record documents, boring logs, site drawings and specifications to selected A/E firm. Drawings and specifications may not be complete or in an as-built condition. A/E firm shall confirm accuracy of drawings and

specifications. COUNTY shall provide any necessary hazardous material protection or abatement.

2. Phase 1 – Needs Assessment

- a. Purpose: The purpose of the Needs Assessment is to evaluate space needs against available lands and provide an estimate for Project Budget for W&R Infrastructure. This phase shall also include an evaluation of available funds for the project, determine any potential gaps in funding, and identify potential funding sources for the W&R Infrastructure.
- b. Scope of Work
 - i. A/E shall review all available reports, record documents, boring logs, site drawings and specifications provided by COUNTY and request additional information, as necessary.
 - ii. A/E shall prepare a Needs Assessment Report consisting of text, tables, drawings, and other documents that:
 1. Evaluates emergency operations and procedures.
 2. Evaluates workflow for all facility functions.
 3. Evaluates current and future space needs for employees, customers, and visitors for each component of the W&R Infrastructure.
 4. Estimates building square footage (where applicable), footprints for each component of the W&R Infrastructure, and remaining available lands that allow for future growth.
 5. Evaluates work and traffic flow for all components of the W&R Infrastructure.
 6. Identifies potential features, programs, or functional requirements for each component of the W&R Infrastructure. This shall include gathering information from anticipated W&R Infrastructure users, subject to approval by the COUNTY Project Manager.
 - a. Each option shall contain cost estimates for design, construction, and operational costs (if applicable).
 7. Provides options and recommendations for cost-value tradeoffs.
 - a. COUNTY reserves the right to ultimately add or remove features from the W&R Infrastructure.
 8. Estimates wastewater discharge from proposed W&R Infrastructure.
 9. Evaluates fire protection flows against proposed buildings uses.
 10. Reviews and provides recommendations for potential revisions to the lot lines.
 11. Includes budgetary design and construction numbers for each component of the W&R Infrastructure.
 12. Evaluates available funds for the project (i.e. grants, tax incentives, City of Madison TIF, etc.), determines potential gaps in funding, and identifies potential funding sources for the W&R Infrastructure.
 13. Provides recommendations for potential construction phasing schedules that align with either concurrent or future work at the Sustainability Campus.
 14. Provide three (3) different plan view concept design drawings for the layout of the W&R Infrastructure incorporating the recommendations from the Needs Assessment.

iii. The Needs Assessment Report shall contain the following sections at a minimum:

1. Executive Summary
2. Introduction
3. Analysis
4. Options
5. Recommendations

c. Required Meetings

- i. Kick-off Meeting
- ii. Review Meeting

d. Deliverables

- i. A/E shall provide COUNTY with the Needs Assessment Report, as outlined above, no later than January 15, 2025.

3. Phase 2 – Design Development

a. Purpose: The purpose of the design development is to prepare design drawings and report based on the Needs Assessment.

b. Scope of Work

i. A/E shall adhere to the following design requirements:

1. Latest version of international, federal, state, and local building, fire protection, electrical, plumbing, and mechanical codes.
2. City of Madison and Dane County stormwater design requirements. Lot 1 shall be under the City jurisdiction while Lot 2 shall be under County jurisdiction.
3. City design standards for roadways in effect at the time of construction.
4. Dane County Green Building Policy, design guidelines (provided as Attachment G in the Request for Proposals), LEED and Advanced Buildings design & construction techniques & guidelines in every phase of the Work.

ii. A/E shall review all available reports, record documents, boring logs, site drawings and specifications provided by COUNTY. Facilitate a site investigation, including subsurface investigations (as necessary), for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.

iii. The major design features, equipment, and systems that shall be designed for include, but are not limited to:

1. Site & civil related work (e.g. utilities, stormwater management, erosion control, fencing, gates, etc.)
2. Structural systems
3. Building envelope (wall, window, and roofing systems)
4. Building configuration
5. Life safety systems (e.g. gas monitoring, fire protection, access control, site security, etc.)
6. Heating, ventilating, and air conditions (HVAC) & associated controls
7. Plumbing & associated controls
8. Electrical & associated controls

9. Lighting systems & associated controls
 10. Telecom systems (e.g. access control, etc.)
 11. Audio / visual systems (e.g. security cameras, etc.)
 12. Signage / wayfinding
- iv. The A/E shall provide sufficient, alternative design solutions on major design features to allow COUNTY to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and Project Budget.
 - v. A/E shall prepare Design Development Drawings that include the major design features, equipment, and systems. COUNTY shall review, provide input & make modifications throughout the design process. An outline of the anticipated specifications shall also be provided that includes, but is not limited to, scope of the project, general requirements, schedule of values and payment, and include applicable technical divisions. Specifications shall be reviewed and refined as part of Phase 4 (Construction Documents & Bidding Assistance).
 1. At a minimum, the Design Development Drawings shall contain:
 - a. Title page
 - b. Legend and general notes
 - c. Existing conditions
 - d. Site plan
 - e. Grading plan
 - f. Utility plan
 - g. Stormwater and erosion control plan
 - h. Fire access plan
 - i. Foundation plan (for each proposed building)
 - j. Building elevations (for each proposed building)
 - k. Mechanical plan and schematic (for each proposed building)
 - l. Electrical plan and schematic (for each proposed building)
 - m. Plumbing plan and schematic (for each proposed building)
 - n. Fire protection plan (for each proposed building)
 - o. Roof and floor plans (for each proposed building)
 - p. Traffic and circulation plan
 - q. Landscaping plan (stamped by a PLA)
 - r. Lighting/Photometric plan
 - s. Details
 - vi. A/E shall create, track, and maintain a log of all COUNTY and A/E generated design factors, decisions, or changes resulting from meetings and communications from COUNTY, including but not limited to, existing site conditions, program clarifications, scheduling concerns, various project cost considerations & estimates, cost-value trade-offs, quality requirements, special material requirements, engineering requirements, or communication requirements. The log shall be kept throughout the entire design and construction process and submitted to COUNTY every one (1) month.
 - vii. A/E shall prepare Design Development Report consisting of text, tables, drawings, and other documents that contains:
 1. An energy model to aid in major energy system comparisons and selection. Set an agreed-upon EUI target as a result of the modeling.

2. An analysis on the feasibility and cost-effectiveness of designing the W&R Infrastructure as net-zero.
3. An analysis on the feasibility and cost-effectiveness of energy efficiency measures above and beyond the energy code, including but not limited to the following measures (where applicable):
 - a. Improved envelope insulation and air-tightness;
 - b. Automatic daylighting control of lighting;
 - c. Occupancy sensor control of lighting and HVAC;
 - d. Demand-controlled ventilation;
 - e. Energy recovery systems; and
 - f. High performance controls sequence per ASHRAE Guideline 36.
4. An analysis on the feasibility and cost-effectiveness of geothermal heating and cooling:
 - a. Organize requirements of, and oversee performance of site review and conditions testing for geothermal energy's viability for use at site.
 - b. Provide professional analysis and opinion on viability.
5. An analysis on the feasibility and cost-effectiveness of solar power:
 - a. Evaluate new solar PV system and propose opportunities including, but not limited to, structural feasibility analysis, system layouts, annual energy performance, main electrical system readiness, and electrical utility coordination.
6. Provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies detailed.
7. Develop detailed opinion of probable costs for each component of the W&R Infrastructure based on preliminary design concept, which indicates that Project Budget limitations shall not be exceeded. Probable costs for each component of the W&R Infrastructure shall be broken down by division or major line item.
8. Identify limiting parameters of the design and provide sufficient, alternative design solutions on major design features to allow COUNTY to ascertain that the recommended design achieves a practical programmatic and economic solution, within the timeline and budget.
9. Analysis of the biddability and constructability of the W&R Infrastructure within the timeline identified by COUNTY.
10. Recommend appropriate alternate bids for COUNTY consideration to safeguard against unforeseen bidding conditions. Cost for bid alternates shall be included in the Base Fee.
11. Considerations for quality, special material, or engineering requirements.
12. Identification of any special monitoring or considerations during construction to prevent quality control problems, delays, or cost

escalation. Include long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, or sequencing or precision in installation.

13. Estimated timeline for completion of each phase of remaining work (Design Development, Permitting, Construction Documents & Bidding Assistance, and Construction Assistance & Documentation).

c. Required Meetings

- i. Kick-off Meeting
- ii. Review Meetings: These meetings shall be held after 25%, 50%, 75%, and 95% review of the draft Design Development Drawings and Report.

d. Deliverables

- i. A/E shall provide draft Design Development Drawings and Report, as outlined above, to COUNTY at 25%, 50%, 75%, and 95% design.
- ii. A/E shall provide draft outline of Specifications to COUNTY at 75% and 95% design.
- iii. A/E shall provide final Design Development Drawings and Report and outline of Specifications, as outlined above, to COUNTY no later than May 15, 2025.

4. Phase 3 – Permitting

- a. Purpose: The purpose of Permitting is to prepare permitting documents and submit to appropriate agencies, participate in permitting discussions with governing municipalities, and attend public meetings.

b. Scope of Work

- i. A/E shall be responsible for the permitting requirements as noted in Attachment E of the Request for Proposals and preparing, submitting, and obtaining the following permits and agreements:
 1. Appropriate subdivision and zoning from the City of Madison for proposed W&R Infrastructure and approval from Urban Design Commission for building construction.
 2. Executed Developer Agreement between the City of Madison and COUNTY.
 3. Applicable stormwater and erosion control permits with appropriate agencies.
 4. Building permits from the City of Madison for proposed W&R Infrastructure.
- ii. A/E shall pay for costs associated with permit applications.
- iii. A/E shall prepare and submit a major alteration with the City of Madison to the existing Conditional Use Permit for the proposed W&R Infrastructure.
- iv. A/E shall prepare and submit a Plan Submission as outlined in Article V of the Covenants (Attachment D of the Request for Proposals).
- v. As part of permitting assistance with the City of Madison, A/E shall prepare renderings of the Project from the following viewpoints, outlined below:
 1. From proposed entrance of the Sustainability Campus along Millpond Road.

2. From proposed entrance of the Sustainability Campus along CTH AB.
 3. Outside of each proposed building.
 4. Within each proposed building (along with renderings of key features of each building).
 5. Another two (2) viewpoints at discretion of COUNTY.
- vi. A/E shall lead discussions between the City of Madison and COUNTY to enter into a Developer Agreement.
 - vii. A/E shall be responsible for preparing and submitting City of Madison Stormwater Management (SWM) and Erosion Control (EC) permit applications. Erosion control and stormwater permits for Lot 1 shall be under City jurisdiction while Lot 2 shall be under County jurisdiction. Additional modifications to the newly constructed stormwater pond is subject to approval by the City Engineer. Additionally, if the design requires a connection into the stormwater system, a Stormwater Connection Permit may be required.
 1. A/E shall work collaboratively with SCS Engineers and streamline stormwater permitting efforts, as practical.
 - viii. A/E shall be responsible for preparing and submitting WDNR Construction Site Stormwater Permit, via a Notification of Intent (NOI).
 1. A/E shall work collaboratively with SCS Engineers for any updates to a Wisconsin Pollutant Discharge Elimination System (WPDES) permit and streamline stormwater permitting efforts, as practical.
 - ix. A/E shall also be required to assist COUNTY with Madison Metropolitan Sewerage District (MMSD) to ensure discharge from W&R Infrastructure has to ability to enter into the sewerage system. A/E shall provide COUNTY with refined volumes estimates based on final design.
 - x. After an approved and finalized major alteration (and Construction Bidding and Contractor Award), A/E shall prepare and submit a Building Plan Approval, and Plumbing Plan applications, in addition to submitting Fire Protection System Plans to the City of Madison Fire Department, to obtain building permits. Building permit drawings shall incorporate final bidding documents including all addenda. Building permit plan review and permit fees shall be responsibility of A/E. Building permit inspection fees shall be responsibility of Contractor.
 - xi. A/E shall complete and submit a Compliance Statement to the City of Madison after construction.
 - xii. A/E shall submit a Minor Alteration to an Approved Planned Development – Specific Implementation Plan to permit the residential material drop-off area at Rodefild Landfill (7102 Maahic Way, Madison, WI 53718), refer to Addendum No. 1 dated June 18, 2024.

c. Required Meetings

- i. Kick-off Meeting
- ii. Five (5) Public Meetings
- iii. Eight (8) Agency Meetings
- iv. Seven (7) Application Review Meetings

d. Deliverables

i. A/E shall provide the following applications (draft and final versions) and corresponding permits or agreements:

1. Land Use Application
2. Urban Design Application
3. City of Madison and COUNTY Developer Agreement
4. Project Review Board Application
5. City of Madison SWM Permit Application
6. City of Madison EC Permit Application
7. WDNR Construction Site Stormwater Permit
8. Buildings Permits
9. Minor Alteration to an Approved Planned Development – Specific Implementation Plan

5. Phase 4 – Construction Documents and Bidding Assistance

a. Purpose: The purpose of the Construction Documents & Bidding Assistance is to prepare construction drawings and specifications for bidding purposes, attend a pre-bid meeting, and provide bid clarifications as necessary.

b. Scope of Work

i. The A/E shall work with COUNTY and COUNTY's Purchasing Division on required furniture, fixtures, and equipment (FF&E) and develop an FF&E Report to be submitted for COUNTY review. The FF&E Report shall:

1. Ensure the FF&E layout is compatible and does not interfere with access to, placement or operation of mechanical, electrical or plumbing appurtenances.
2. Ensure the FF&E describes type, style, quantity, quality and location of chairs, tables, desks, cubicles, couches, file cabinets, bookshelves, free-standing lighting, artwork, cameras, decorations, appliances, computers, monitors, phones, and other technology and related accessories.
3. Ensure the FF&E is achievable within the Project Budget.

ii. Construction Documents

1. A/E shall prepare Construction Documents for bidding, construction and commissioning of the Project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire Project.
2. Construction Documents shall comply with COUNTY Master Specifications Division 00 and Division 01.
3. The Construction Documents shall be internally consistent in terms of coordination between: Work of the A/E and its consultants, requirements of various divisions or trades, and drawings and specifications.
4. A/E shall develop and provide documents for the systems designed which shall achieve a biddable and constructible project, compliant

with all applicable building and safety codes. These services shall include, but not be limited to:

- a. Coordination, to protect the integrity of the design and facilitate construction with:
 - i. Manufacturers: Ensure that manufactured items called for in the documents are currently available and shall fit, interface and perform as required to achieve design intent.
 - ii. Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
 - iii. Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the Project.
 - iv. Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the Project.

5. Inclusion in Construction Documents of:

- a. Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- b. Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the Project.
- c. Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding, construction and commissioning process.

6. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY, the format shall generally follow the divisions of the Construction Specifications Institute. If approved by COUNTY in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

- a. The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity
- b. The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required

- by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, without ambiguity as to which technical sections of the specifications cover each element of work.
- c. The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
 - d. When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the Project, each such known manufactured product shall be specified for potential use on the Project.
 - e. The professional judgment of the A/E or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
 - f. The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the Project from the construction contractor(s). Including, but not limited to; shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they shall fulfill their responsibilities under their contracts.
7. Upon determination by the A/E that the project design is represented by Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
- a. The A/E shall provide COUNTY with review sets in a format and standard specified by COUNTY.
 - b. COUNTY shall issue a list of recommended changes, comments, clarification requests, or corrections to be incorporated into the next review set or final documents. The A/E shall submit written replies from the A/E and its sub-consultants to changes, comments, clarification requests, or corrections issued by COUNTY. Directions by COUNTY shall be incorporated into the documents to the extent they comply with applicable codes and regulations.
8. A/E shall affix to both the cover sheet of Drawings and inside cover of Project Manual current State of Wisconsin registration seal, number & signature. These shall be applied by registered architect and each professional engineer responsible for project design.
9. Upon delivery of final Construction Documents, the A/E shall provide updated estimates of Construction Opinion of Probable Cost and schedules.

10. COUNTY will distribute drawings and specifications for bidding purposes.

iii. Bidding Assistance

1. The Bidding Phase shall start with the publication of the Invitation to Bid and shall end with the award of the construction contract(s).
2. A/E shall serve as the professional technical consultant and advisor to COUNTY during the bidding process, including the preparation for and participation in Pre-Bid Conferences.
3. A/E shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to review, authorize and distribute, as appropriate. Addendums prepared to clarify or correct errors, omissions, or negligence by A/E, shall be done at A/E's expense.
4. A/E shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
5. A/E shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
6. If the low bids submitted by qualified, responsible bidders exceed Project Budget limitation or Construction Opinion of Probable Cost, A/E shall revise and change the Construction Documents for a project rebidding, as approved by and without additional cost to COUNTY that shall permit a proper award of the contract(s) within the approved Construction Opinion of Probable Cost or Project Budget limitation.
7. In the event that there is a reduction in scope to keep the Project within Project Budget and this results in low bid(s) which total less than the Construction Budget, then the A/E shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the Project.

c. Required Meetings

- i. Kick-off Meeting
- ii. Review Meetings: These meetings shall be held after 50%, 75%, and 95% review of the draft Construction Documents
- iii. Pre-Bid Meeting
- iv. Contractor Award Meeting

d. Deliverables

- i. Provide draft FF&E Report, as outlined above, to COUNTY at 75% and 95% design.
- ii. Provide final FF&E Report, as outlined above, to COUNTY.
- iii. Provide draft Construction Documents (drawings and specifications), as outlined above, to COUNTY at 50%, 75%, and 95% design.
- iv. Provide final Construction Documents, as outlined above, to COUNTY, no later than August 15, 2025.

- v. Provide a draft and final Pre-Bid Meeting Agenda to COUNTY.
- vi. Provide two (2) draft Addendums to COUNTY (including Pre-Bid Meeting Minutes).

6. Phase 5 – Construction Assistance and Documentation

- a. Purpose: The purpose of the Construction Assistance & Documentation is to act as COUNTY's construction administrator, conduct site visits, attend construction related meetings, review Contractor provided submittals, ensure equipment is commissioned and in operating condition, and prepare as-built documentation drawings at construction completion.
- b. Scope of Work
 - i. Construction Assistance
 - 1. Upon construction contract offer, the A/E shall prepare Issued for Construction Documents that incorporate the final bidding documents, addenda issued, alternate bids accepted and negotiated contract changes. Incorporate all of which into the Issued for Construction Documents. Remove all references to accepted or rejected alternate bids and change the drawings' title block or specifications' footer appropriately. Complete such work in a timely fashion so not to delay construction or Authority Having Jurisdiction (AHJ) review & approval for permitting, but no later than seven (7) calendar days after construction contract offer.
 - 2. A/E shall be required to attend the pre-construction meeting prior to construction. Following the pre-construction meeting, A/E shall review the Contractor's proposed construction schedule and assess the submittal schedule relative to the construction schedule and advise COUNTY of any potential conflicts.
 - 3. A/E shall be responsible for arranging, conducting, taking notes, and publishing minutes of weekly construction progress meetings and act as the point of contact for the Contractor. A/E shall be required to attend the weekly construction progress meetings and act as an on-site technical and professional advisor to COUNTY which shall include:
 - a. Reviewing requests for information (RFI)
 - b. Develop and issue appropriate construction bulletins (CB), review Contractor submitted CB proposal, and provide a recommendation to COUNTY.
 - 4. A/E shall provide an on-site representative who shall be qualified in construction administration and subject to the approval of COUNTY. The A/E shall provide a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The A/E shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work. In this capacity the A/E will have continuous access to the site.

5. The A/E's on-site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY's Project Manager in writing.
 - a. Following daily construction site visits, the A/E shall make routine, written status, or field reports detailing observations and activities on the Project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. The A/E shall submit the reports within three (3) business days of the site visit by the A/E's representative.
 - b. The A/E's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.
 - c. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.
 - d. Should the A/E become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY's Project Manager shall be immediately notified in writing. It is appropriate for the A/E to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The A/E shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and Construction Budget, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the A/E's recommendation. This assumption of responsibility by COUNTY shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.
 - e. If the A/E considers suspension of construction work appropriate, the A/E shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.
6. A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents.
 - a. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E

shall be brought to the attention of COUNTY and concurrence received from COUNTY before any approval is given to a contractor.

- b. Review of submittals which have priority status as determined by COUNTY, shall be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and A/E at the start of construction.
 - c. A/E shall be responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.
7. The A/E shall review requests for information (RFIs) and shall respond within five (5) business days.
8. The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY's Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
9. The A/E shall review & if determined appropriate, approve by signature, all change order proposals submitted by General Contractor. A/E shall determine if scope of work is warranted & estimate of submitted costs are in line with current market conditions. A/E shall work with COUNTY's Project Manager & General Contractor to come to an agreement if there are differences of opinion on scope or costs.
10. The A/E shall review & if determined appropriate, approve by signature, all invoices or pay applications submitted by General Contractor. A/E shall work with COUNTY's Project Manager to review each item in the schedule of values listing & work out any differences between billed work & actual completed work.
11. A/E shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
12. A/E shall be responsible for any necessary professional or construction services required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design, without additional cost to COUNTY.
13. At substantial completion, COUNTY shall schedule a construction inspection meeting. A/E shall attend and observe the construction

and provide a written punch-list to COUNTY. The punch-list shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents.

- a. A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall provide COUNTY with the results of the functional testing and provide recommendations for corrective measures where systems do not meet the intent of their design.
- b. The A/E shall work closely with the third-party Commissioning Provider (CxP) & incorporate all requirements into reviews, Construction Documents, & start-up procedures.
- c. All building elements, equipment & systems shall be complete and operating. System start-up, testing, balancing and satisfactory system performance is the responsibility of the General Contractor. This includes all calibration and adjustment of all system controls, balancing of loads, troubleshooting and verification of software and necessary final adjustments.
- d. All operating conditions and control sequences shall be tested, adjusted & signed off as complete by the CxP, A/E & COUNTY during the start-up period.
- e. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.

14. The A/E may also be asked to assist in the preparation of applications for energy incentive programs, when applicable. COUNTY shall provide applicable Focus on Energy advisor information to A/E.

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

ii. Record Documents

1. COUNTY shall provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the Project, Contractor shall submit its marked-up as-built documents and/or surveying data to the A/E who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes

in the work made during the construction process to produce a set of Record Documents.

2. Work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the A/E to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to COUNTY at the same time as the Record Documents.
 3. A/E shall obtain from Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the Project, both powered and manual. Manuals shall be provided to COUNTY. These manuals shall include:
 - a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and
 - b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.
- c. Required Meetings
- i. Pre-Construction Meeting
 - ii. Sixty-five (65) Weekly Construction Progress Meetings
 - iii. Substantial Completion Inspection Meeting
- d. Deliverables
- i. Provide five (5) draft and final CB to COUNTY.
 - ii. Provide draft and final punch-list to COUNTY.
 - iii. Provide Record Documents, as outlined above, to COUNTY within thirty (30) calendar days of receipt of the last marked up prints.

ATTACHMENT B – COMPENSATION SCHEDULE

1. Base Fees

A/E shall be paid on the basis of work completed, when completed, at the following rates:

- a. Base Fee 1 (Phase 1 - Needs Assessment Report): \$286,544.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of draft Needs Assessment Report: 90%
 - ii. Acceptance by COUNTY of final Needs Assessment Report: 100%
- b. Base Fee 2 (Phase 2 - Design Development Drawings and Report): \$554,534.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of 25% draft Design Development Drawings and Report: 25%
 - ii. Acceptance by COUNTY of 50% draft Design Development Drawings and Report: 50%
 - iii. Acceptance by COUNTY of 75% draft Design Development Drawings and Report: 75%
 - iv. Acceptance by COUNTY of 95% draft Design Development Drawings and Report: 95%
 - v. Acceptance by COUNTY of final Design Development Drawings and Report: 100%
- c. Base Fee 3 (Phase 3 - Land Use Application): \$8,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of draft Land Use Application: 65%
 - ii. Acceptance by COUNTY of final Land Use Application: 85%
 - iii. Final approval from City on Land Use Application: 100%
- d. Base Fee 4 (Phase 3 – Urban Design Application): \$10,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of draft Urban Design Application: 65%
 - ii. Acceptance by COUNTY of final Urban Design Application: 85%
 - iii. Final approval from City on Urban Design Application: 100%
- e. Base Fee 5 (Phase 3 - City of Madison and COUNTY Developer Agreement): \$10,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of draft Developer Agreement: 75%
 - ii. Acceptance by COUNTY of final Developer Agreement: 90%
 - iii. Executed Developer Agreement: 100%
- f. Base Fee 6 (Phase 3 - Project Review Board Application): \$5,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:
 - i. Acceptance by COUNTY of draft Project Review Board Application: 65%
 - ii. Acceptance by COUNTY of final Project Review Board Application: 85%
 - iii. Final approval from Project Review Board: 100%
- g. Base Fee 7 (Phase 3 - City of Madison SWM Permit Application): \$25,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of draft SWM Permit Application: 65%
- ii. Acceptance by COUNTY of final SWM Permit Application: 85%
- iii. Executed SWM permit: 100%

h. Base Fee 8 (Phase 3 - City of Madison EC Permit Application): \$3,500.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of draft EC Permit Application: 65%
- ii. Acceptance by COUNTY of final EC Permit Application: 85%
- iii. Executed EC permit: 100%

i. Base Fee 9 (Phase 3 - WDNR Construction Site Stormwater Permit Application): \$35,800.00 (not to exceed). Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of draft Construction Site Stormwater Permit Application: 65%
- ii. Acceptance by COUNTY of final Construction Site Stormwater Permit Application: 85%
- iii. Executed Construction Site Stormwater permit: 100%

Cost for Base Fee 9 assumes a complete WDNR Construction Site Stormwater Permit Application via Notice of Intent (NOI). Cost may be reduced, as mutually agreed upon, depending on applicability and overlap with SCS Engineers landfill permitting work.

j. Base Fee 10 (Phase 3 - Buildings Permit Applications): \$36,380.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of draft Buildings Permit Applications: 65%
- ii. Acceptance by COUNTY of final Buildings Permit Applications: 85%
- iii. Executed Building permits: 100%

Building permit plan review and permit fees shall be reimbursed at a cost not to exceed actual expense.

k. Base Fee 11 (Phase 3 – Minor Alteration for Rodefeld Recycling Drop-Off Area): \$2,100.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of draft Minor Alteration Application: 65%
- ii. Acceptance by COUNTY of final Minor Alteration Application: 85%
- iii. Final approval from City on Minor Alteration: 100%

l. Base Fee 12 (Phase 4 - Construction Documents): \$417,249.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Acceptance by COUNTY of 50% draft Construction Documents: 50%
- ii. Acceptance by COUNTY of 75% draft Construction Documents: 75%
- iii. Acceptance by COUNTY of 95% draft Construction Documents: 95%
- iv. Acceptance by COUNTY of final Construction Documents: 100%

m. Base Fee 13 (Phase 4 - Bidding Assistance): \$20,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- i. Contractors last day to submit questions to the Request for Bid (RFB): 85%
- ii. RFB Contractor award: 100%

n. Base Fee 14 (Phase 5 - Construction Assistance): \$495,038.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- | | |
|--|------|
| i. 25% Construction Completion: | 35% |
| ii. 50% Construction Completion: | 50% |
| iii. 75% Construction Completion: | 75% |
| iv. Substantial Construction Completion: | 85% |
| v. Final Construction Completion: | 100% |

Cost for Base Fee 15 assumes a fifteen (15) month construction timeline, with ten (10) hours of on-site construction observation per week. Cost may be reduced, as mutually agreed upon, depending on actual construction timeline.

o. Base Fee 15 (Phase 5 – Record Documents): \$10,000.00. Payments shall be made monthly, not to exceed each milestone outlined below:

- | | |
|---|------|
| i. Acceptance by COUNTY of draft Record Documents: | 75% |
| ii. Acceptance by COUNTY of final Record Documents: | 100% |

A/E shall be responsible for all permit application fees.

2. Unit Rates

If A/E is required to prepare for and attend additional public meetings, A/E shall be paid through a Contract Amendment, the unit rate of \$2,200.00.

If A/E is required to prepare for and attend additional agency meetings, A/E shall be paid through a Contract Amendment, the unit rate of \$2,500.00.

If A/E is required to prepare additional RFB addendums, A/E shall be paid through a Contract Amendment, the unit rate of \$2,000.00.

If A/E is required to prepare additional CBs, A/E shall be paid through a Contract Amendment, the unit rate of \$1,500.00.

If A/E is required to conduct a construction site visit and provide construction notes and observations, A/E shall be paid through a Contract Amendment, the unit rate of \$1,300.00.

3. Allowances

A/E shall be paid allowances on the basis of work completed, when completed, and are included in the Agreement amount, capped at a maximum of \$150,000.00, as outlined below:

- For the completion of Phase 2, titled Design Development, the sum of \$50,000.00.
- For the completion of Phase 3, titled Permitting, the sum of \$50,000.00.
- For the completion of Phase 4, titled Construction Documents and Bidding Assistance, the sum of \$10,000.00.
- For the completion of Phase 5, titled Construction Assistance and Documentation, the sum of \$40,000.00.

A/E shall provide COUNTY with written quote for COUNTY review and approval prior to commencing work using Allowance funds. Expenses incurred as part of allowances shall be billed directly to COUNTY on a time and materials based on the Rate Schedule, the total of which cannot exceed the allowance cap.

4. Rate Schedule

Additional costs borne by A/E and approved by COUNTY shall be based on rates outlined in the Rate Schedules submitted by A/E on July 9, 2024. Rates are effective through December 31, 2026.

5. COUNTY may increase the cost to include additional services outside Schedule A per the Rate Schedule, as mutually agreed upon by A/E and COUNTY, in the form of a Contract Amendment.
6. A/E shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the COUNTY Purchase Order (PO) number associated with the Contract.
7. Payments to the A/E may be withheld if work is found deficient or fails to conform to the requirements set forth in the Agreement or for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY shall notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
8. COUNTY shall make payments within 45 days of the COUNTY reviewed and approved invoice date.