

Dane County Contract Addendum Cover Sheet

Res 220 significant

Revised 06/2021

Contract # Admin will assign	14345B
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Dept./Division	Dane County Department of Administration-Public Works Engineering Division	Vendor Name	CLR Design, Inc.
Brief Addendum Title/Description	AMENDMENT B TO THE AGREEMENT FOR CLR DESIGN, INC. FOR DESIGN OF PHASE III THROUGH PHASE V (GIRAFFE/GROUND BIRDS EXHIBIT) FOR HEART OF THE ZOO IMPROVEMENTS	Vendor MUNIS #	31726
		Addendum Term	1/1/2024 - 5/1/2026
		Amount (\$)	\$ 1,507,500.00

Department Contact Information		Vendor Contact Information	
Contact	Eric Urtes, AIA	Contact	Mark Beauchamp
Phone #	608-575-2359	Phone #	215-564-0250 ext 233
Email	urtes.eric@countyofdane.com	Email	mbeauchamp@clrdesign.com
Purchasing Officer	Pete Patten		



Purchase Order – Maintenance or New PO					
<input checked="" type="checkbox"/>	PO Maintenance Needed	Org: CPZOO	Obj: 59220	Proj:	\$ 1,507,500.00
	PO# 20211547	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	New PO / Req. Submitted	Org:	Obj:	Proj:	
	Req#	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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	6/15/2021-11/15/2024	\$ 440,300.00	<input type="checkbox"/> None	Res# 2021-027
	A	6/15/2021-11/15/2024	\$ 306,375.00	<input type="checkbox"/> None	Res# 2022-085
	B	1/1/2024-5/1/2026	\$ 1,507,500.00	<input type="checkbox"/> None	Res# 2023-220
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 2,254,175.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input checked="" type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Draper, Todd	Digitally signed by Draper, Todd Date: 2023.12.07 14:16:42 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/7/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, December 7, 2023 3:12 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14345B
Attachments: 14345B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/7/2023 3:33 PM	Approve: 12/7/2023 3:33 PM
	Patten (Purchasing), Peter		Approve: 12/7/2023 4:17 PM
	Gault, David	Read: 12/7/2023 4:00 PM	Approve: 12/7/2023 4:01 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14345B
Department: Public Works
Vendor: CLR Design
Contract Description: Addendum for Design of Phase III through Phase V for Heart of the Zoo Improvements (Res 220)
Contract Term: 1/1/24 – 5/1/26
Contract Amount: \$1,507,500.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2
3 **2023 RES-220**

4 AMENDMENT B TO THE AGREEMENT FOR CLR DESIGN, INC. FOR PHASE III THROUGH
5 PHASE V (GIRAFFE/GROUND BIRDS EXHIBIT) FOR HEART OF THE ZOO
6 IMPROVEMENTS

7 The Department of Administration-Public Works Engineering Division, is requesting the approval
8 of this Amendment B to the original Agreement to CLR Design, Inc. for Design Services of
9 Phase III through Phase V (Giraffe/Ground Birds Exhibit), 702 S. Randall Ave., Madison, WI,
10 Public Works Proposal No. 321002.

11
12 2021-RES-027 awarded the Original Agreement for \$ 440,300.00. Addendum A - amount of
13 \$306,375.00 for Design Development Phase II, which has been completed.

14
15 The Department of Administration-Public Works Engineering Division wishes to amend the
16 Original Agreement to extend Design Services through completion of the project, as authorized
17 at each phase moving forward by the County.

18
19 **NOW, THEREFORE, BE IT RESOLVED** that the Original Agreement be amended to include
20 Phase III through Phase V (Giraffe/Ground Birds Exhibit) for a total of \$1,507,500.00.

21
22 **BE IT FURTHER RESOLVED** that the County Executive and County Clerk are authorized to
23 execute the contract amendment; and

24
25 **BE IT FINALLY RESOLVED** that the Department of Administration-Public Works Engineering
26 Division be directed to ensure complete performance of the agreement.

COUNTY OF DANE

PROFESSIONAL SERVICES AGREEMENT AMENDMENT

Date: November 3, 2023

Project No.: 321002

Agreement No.: 14345B

THIS AGREEMENT is between the County of Dane, by its Department of Administration, hereinafter referred to as “COUNTY”, and CLR Design, Inc., at 833 Chestnut Street, Suite 909, Philadelphia, PA 19107, hereinafter called the “A/E”.

WITNESSETH

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

Heart of the Zoo Improvements

WHEREAS, A/E and COUNTY, by a separate document, Professional Services Agreement No. 14345 (hereafter, “Agreement”), did on June 7, 2021 enter into a contractual relationship pursuant to which A/E is to provide architectural & engineering services in the design of Henry Vilas Zoo – Heart of the Zoo Improvements; Schematic Design and Design Development for the African Savanna Phase and,

WHEREAS, A/E and COUNTY did amend the Agreement in order to revise the Design Development Phase to include only the Giraffe/Ground Birds Exhibit; based on the CLR Design, Inc. Proposal for Design Development Services – Henry Vilas Zoo Giraffe/Ground Birds dated May 17, 2022 (which was a part of the African Savanna Phase). Both the Schematic Design and Design Phases have now been completed and;

WHEREAS, A/E and COUNTY wish to amend the Agreement in order to extend design services to include the Construction Documents Phase, Bidding Phase, Construction Contract Administration Phase, and Commissioning and Record Documents Phase for Giraffe/Ground Birds Exhibit; based on the CLR Design, Inc. Proposal for Design Construction Documents Phase, Bidding Phase, Construction Administration Phase, and Commissioning and Record Documents Phase for the Henry Vilas Zoo Giraffe/Ground Birds Exhibit (from CLR Design dated October 16, 2023).

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

1. The Agreement shall remain in full force and effect unchanged in any manner by this Amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement and this Amendment.

2. **ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED** if the Agreement is amended by revising the following:

A. General:

i. Services are to be provided by the A/E in each of the following:

Schematic Design Phase (All three project phases of the African Savanna Phase, Big Cat Complex Phase, and Frone Entrance Phase). **THIS SCHEMATIC DESIGN PHASE IS NOW COMPLETE.**

Design Development Phase (African Savanna Exhibit Only for the Giraffe/Ground Birds Exhibit). THIS DESIGN DEVELOPMENT PHASE IS NOW COMPLETE.

Construction Documents Phase (African Savanna Exhibit Only for the Giraffe/Ground Birds Exhibit).

Bidding Phase, including Permitting (African Savanna Exhibit Only for the Giraffe/Ground Birds Exhibit).

Construction Contract Administration Phase (African Savanna Exhibit Only for the Giraffe/Ground Birds Exhibit).

Commissioning and Record Documents Phase (African Savanna Exhibit Only for the Giraffe/Ground Birds Exhibit).

2.E. Construction Documents Phase:

- 2.E.1) Upon receipt of written instructions from COUNTY, the A/E shall prepare Construction Documents for bidding, construction of the project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.
- 2.E.2) Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.
- 2.E.3) The Construction Documents shall be internally consistent in terms of coordination between:
 - 2.E.3) a. Work of the A/E and its consultants.
 - 2.E.3) b. Requirements of various divisions or trades.
 - 2.E.3) c. Drawings and specifications.
- 2.E.4) During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable building and safety codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:
 - 2.E.4) a. Coordination, to protect the integrity of the design and facilitate construction with:
 - (1) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
 - (2) 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.
 - (3) 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. Provide this information in writing to interested parties as needed.
 - (4) Occupying Agency: Ensure that program-required furniture, fixtures and equipment (FF&E) layout “as discussed between Owner and Architect during design” is suitable so as to be compatible but not interfere with access to, placement or operation of the mechanical, electrical or plumbing appurtenances.
 - (5) Governmental authorities having jurisdiction over the work:
 - (a) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the A/E shall file two (2) copies of such approval with COUNTY.

- (6) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.E.4) b. Inclusion in the Construction Documents of:

- (1) 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.
- (2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.
- (3) 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.

2.E.4) c. Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY in writing, 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.

- (1) 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
- (2) 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, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.

- 2.E.5) Upon determination by the A/E that the final project design is represented by completed Construction Documents, those documents shall be submitted to COUNTY for review and concurrence prior to release for bidding.
- 2.E.5) a. The A/E shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
- 2.E.5) b. COUNTY will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The A/E shall within seven (7) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY shall be incorporated into the documents.
- 2.E.6) Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY.
- 2.E.7) At the time of delivery of the final documents, the A/E shall report to COUNTY, in writing with updated estimates of project costs and schedules.
- 2.E.8) Upon receipt of the Construction Documents Phase deliverables, updated Design Report the COUNTY shall evaluate these documents & indicate to the A/E in writing when & how to proceed.
- 2.E.9) COUNTY will print and distribute drawings and specifications for bidding purposes without cost to the A/E. The A/E shall provide the original drawings, original specifications and an electronic copy of both the drawings and original specifications for printing by COUNTY, in a format as approved by COUNTY. If the A/E is directed by COUNTY to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 4.C. hereof.
- 2.E.10) Constructions Documents Phase deliverables shall be:
- 2.E.10) a. 60% Construction Documents:
- (1) Two (2) required hard bound copies of full-size Drawings & Specifications; and
 - (2) Electronic version of all documents delivered on a USB flash drive or FTE web link:
 - (a) Drawings in either in Revit (RVT) or AutoCAD (DWG) format and
 - (b) Specifications in Word 2016 (or earlier version).
 - (c) Provide 60% Project Cost Estimation (OPC)
- 2.E.10) b. 95% Construction Documents:
- (1) Two (2) required hard bound copies of full-size Drawings & Project Manual; and
 - (2) Electronic version of all documents delivered on a USB flash drive or FTP web link:
 - (a) Drawings in either in Revit (RVT) or AutoCAD (DWG) format and
 - (b) Specifications in Word 2016 (or earlier version).

(c) Provide 95% Project Cost Estimations (OPC)

(3) Deliverables: Workshop meeting summaries, Construction Document level plans, sections, specifications, two Opinions of Probable Cost (OPC) provided during this phase.

Workshops: 3 (three) Workshops: Each workshop to be 2-3 days long, with a combination of in-person and remote participants, and include meetings between CLR, Zoo staff, Subconsultants, and the COUNTY during Construction Documents Phase.

2.E.11)a.Final Construction Documents Details:

- (1) Original unbound, hard copy of Drawings and Project Manual in full size, paper format;
- (2) Two, (2) hard copies – full size of Drawings and Project Manual;
- (3) One (1) bound, hard copy of Drawings and Project Manual to be submitted by A/E to City of Madison for stamped approval; and
- (4) Electronic version of all documents delivered on a USB flash drive or FTP web link:
 - (a) Drawings either in Revit (RVT) or AutoCAD (DWG) format:
 1. Each drawing sheet shall be complete with x-refs or base plan sheets included and attached;
 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 3. Include copy of Plot Style Table (ctp file) used to print drawings.
 - (b) Drawings in Adobe (PDF) format (minimize pdf file size by converting files from AutoCAD or other programs);
 - (c) Project Manual in (PDF) format; and
 - (d) Project Manual in Adobe (PDF) format (minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.F. Bidding Phase (Professional Services Agreement Sample below shown here for potential future reference if A/E authorized in writing to proceed beyond the Construction Documents phase by the COUNTY – See Article 4. COMPENSATION).

- 2.F.1) The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.F.2) The 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.
- 2.F.3) The A/E shall answer all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.
- 2.F.4) The A/E shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
- 2.F.5) The A/E shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
- 2.F.6) If the low bids submitted by qualified, responsible bidders exceed construction cost estimate approved at Construction Documents Phase (based on the 95% CD deliverable) by five percent (5%) or more, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by and without additional cost to COUNTY that will permit

a proper award of the contract(s) within the approved estimate of project cost (based on the 95% CD deliverable). If the low bid exceeds construction cost estimate (based on the 95% CD deliverable) approved at Construction Documents Phase by less than five percent (5%), at the COUNTY's option, the A/E shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions and rebidding per negotiated amendment to this Professional Services Agreement.

- 2.F.7) In the event that there is a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then the A/E shall, at an additional fee, prepare construction bulletin(s) to add deleted program work back into the project.
 - 2.F.8) Upon construction contract offer, the A/E shall immediately prepare construction documents which incorporate the bid documents, addenda issued, alternate bids accepted and negotiated contract deductions, all of which are incorporated in the Construction Documents. Such work shall be completed in a timely fashion, but no later than seven (7) calendar days, so that construction is not delayed.
- 2.G. Construction Contract Administration Phase—(Professional Services Agreement Sample below shown here for potential future reference if A/E authorized in writing to proceed beyond the Bidding Phase by the COUNTY— See Article 4. COMPENSATION).
- 2.G.1) An assigned COUNTY Project Manager will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY approved A/E representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.
 - 2.G.2) A/E will participate virtually in weekly Owner/Architect/Contractor coordination meetings.
 - 2.G.3) After the award of the construction contract(s), the A/E shall become an on-site technical and professional advisor to COUNTY. In this capacity the A/E will have continuous access to the site. The A/E, through COUNTY's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
 - 2.G.3) a. The A/E shall provide an on-site representative (based on the number of visits provided in the CLR Proposal dated October 16, 2023) listed below, who shall be qualified in construction administration and subject to the approval of COUNTY. 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.

Deliverables: RFI responses, site observation reports, reviewed submittals, punch list.

2.G.3) b. The following site visit schedule is anticipated of the A/E:

CLR – (31) 1-person visits (some trips may include 2 people and would count as two 1-person trips);
Civil – 20 visits; Structural – 3 visits; Mechanical/Electrical/Plumbing – 3 visits; Interpretive – 3 site visits and/or fabricator visits

- 2.G.4) Immediately following the pre-construction meeting and prior to the start of construction, the A/E shall review the proposed schedule for submittals from the construction contractor(s). The A/E shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
- 2.G.4) a. The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, must be completed within five (5) 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. The A/E is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.
- 2.G.4) b. The 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.
- 2.G.5) The A/E's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager in writing.
- 2.G.5) a. The A/E shall be responsible for the coordination and performance of on-site services performed by consultants employed by the A/E and shall review reports and other data submitted by such consultants. Site visits shall coincide with crucial times of the construction for the specialty area involved.
- 2.G.5) b. Following construction site visits, the A/E shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. The A/E shall submit the reports within three (3) business days of the site visit by the A/E's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.
- 2.G.5) c. The A/E's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.
- 2.G.5) d. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.
- 2.G.5) e. Should the A/E become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager shall be immediately

notified in writing. It is appropriate for the A/E to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The A/E shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the A/E's recommendation. This assumption of responsibility by COUNTY shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

- 2.G.5) f. If the A/E considers suspension of construction work appropriate, the A/E shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.
- 2.G.6) Necessary professional services or to overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of the A/E or its consultants, without additional cost to COUNTY.
- 2.G.7) The A/E shall review requests for information (RFIs) and shall respond within five (5) business days.
- 2.G.8) The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) 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.
- 2.G.9) The A/E shall assist in the preparation of applications for energy incentive programs, when applicable.
- 2.G.10) The A/E shall assist in reviewing construction submittals (up to two each).
- 2.G.11) Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.
- 2.G.12) COUNTY will 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, General Contractor will submit its marked-up as-built documents 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. Electronic documents shall be in a format and on a

medium required by COUNTY. This 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 the COUNTY at the same time as the Record Documents.

2.G.12) a. Record Documents deliverables shall be:

- (1) Original unbound, hard copy of Drawings and Project Manual in full size, paper format;
- (2) Two (2) hard bound copies of full-size Drawings and Project Manual; and
- (3) Electronic version of all documents delivered on a USB flash drive or FTP web link:
 - (a) Drawings either in Revit (RVT) or AutoCAD (DWG) format:
 1. Each drawing sheet shall be complete with x-refs or base plan sheets included and attached;
 2. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
 3. Include copy of Plot Style Table (ctp file) used to print drawings.
 - (b) Drawings in Adobe (PDF) format (minimize pdf file size by converting files from AutoCAD or other programs);
 - (c) Project Manual in latest version of Microsoft Word; and
 - (d) Project Manual in Adobe (PDF) format (minimize pdf file size by converting files from Word or other programs, rather than scanning printouts).

2.G.13) The A/E shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two (2) copies and an electronic copy of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:

2.G.13) a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and

2.G.13) b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.

2.G.14) 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.

2.H. Commissioning and Record Documents Phase: As discussed, Commissioning Phase is a part of scope. Design team to support Cx Agent hired directly by County for HVAC commissioning only. (Professional Services Agreement includes this work to be associated with both the Construction Documents Phase and the Construction Contract Administration Phase— See Article 4. COMPENSATION).

- 2.H.1) The A/E shall work closely with the Commissioning Agent (CA) & incorporate all requirements into reviews, Construction Documents, & start-up procedures.
- 2.H.2) 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 final adjustments that may be needed.
- 2.H.3) 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.
- 2.H.4) Record documents will be completed including as built of stormwater ponds and providing documentation to City of Madison to verify construction volumes and elevations meet the approved plans.

3. **ARTICLE 4: COMPENSATION** of the Agreement is amended by revising the following:

4. A. A/E fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

4.A.1) COUNTY will pay the A/E a lump sum fixed fee of \$816,700.00 for the Construction Document Phase of the Henry Vilas Zoo Giraffe/Ground Birds Exhibit of the African Savanna.

COUNTY will pay the A/E a lump sum fee of \$67,400.00 for the Bidding Phase (including Permitting) of the Henry Vilas Zoo Giraffe/Ground Birds Exhibit of the African Savanna (Once Authorized to Proceed by the COUNTY to Proceed in writing to the Bidding Phase).

COUNTY will pay the A/E a lump sum fixed fee of \$470,600.00 for the Construction Contract Administration Phase of the Henry Vilas Zoo Giraffe/Ground Birds Exhibit of the African Savanna (Once Authorized to Proceed by the COUNTY in writing to the Construction Contract Administration Phase).

COUNTY will pay the A/E a lump sum fixed fee of \$48,000.00 for the Commissioning and Record Documents Phase of the Henry Vilas Zoo Giraffe/Ground Birds Exhibit of the African Savanna (Commissioning and Records Documents Phase will begin coincident with the Construction Documents Phase and once Authorized to Proceed by the COUNTY to proceed on to the Construction Contract Administration Phase).

COUNTY will pay the A/E a lump sum fixed fee of \$104,800.00 for Business/Travel Expenses associated with the Construction Document Phase, Bidding Phase, and Construction Contract Administration Phase, and Commissioning and Records Documents Phase of the Henry Vilas Zoo Giraffe/Ground Birds Exhibit of the African Savanna.

The A/E lump sum fixed fees listed above are established Agreement Amendment to be signed by the A/E and COUNTY.

4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1) Principals' time at a fixed rate of \$250.00/per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

Mark Beauchamp, RLA, ASLA – Principal in Charge - CLR Design, Inc.

David A. Franseen, P.E. -Principal in Charge - Krech Ojard & Associates, Inc.

Nick Wagner, P.E, Senior Vice President – MSA Professional Design Services, Inc.

4.B.2) Other design staff shall be billed at these fixed rates:

Senior design architect \$195.00 per hour / Senior professional engineer \$180.00 per hour

Junior design architect \$130.00 per hour / Junior engineer: \$110.00 per hour

Senior designer: _____ \$175.00 per hour

Junior designer: _____ \$105.00 per hour

Drafting: _____ \$85.00 per hour

Clerical: _____ \$75.00 per hour

4.B.3) Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Reimbursable Expenses:

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the A/E to check the accuracy of and entitlement to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

4.C.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.

4.C.1) b. Expense of a geotechnical investigation and soils and material testing when required.

4.C.1) c. Expense of State and / or City review fees when required.

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing,

handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.

4.D.1) a. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase or milestone CD Phase submissions, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

4.D.1) b. Preparing detailed models, perspective or renderings.

4.D.1) c. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.

4.D.1) d. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.

4.D.1) e. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).

4.D.1) f. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.

4.D.1) g. Providing historical preservation research or documentation.

4.D.1) h. Providing specialized design services, including, but not limited to Sustainability design, vibration, wind or acoustical analysis, energy modeling.

4.E. Payments to the A/E:

4.E.1) Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Schematic Design Phase	COMPLETE
Design Development Phase (African Savanna Phase only)	COMPLETE
Construction Documents Phase (including alternatives)	\$816,700 LUMP SUM
Including Bidding Services Phase	\$ 67,400 LUMP SUM
Construction Contract Administration Phase	\$470,600 LUMP SUM
Commissioning & Records Documents Phase	\$ 48,000 LUMP SUM

- 4.E.2) No more than ninety percent (90%) of the A/E's fee shall be paid out prior to substantial completion of the design services for Construction Documents Phase and Bidding Phase. When COUNTY confirms that submittal of construction documents for the Request for Bids to be issued (including Addenda), has been satisfactorily completed by the A/E and the Bids have been received, COUNTY will determine how and when the remaining lump sum fee is disbursed through the construction to the completion of Construction Administration.
- 4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.E.4) 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.
 - 4.E.4) a. 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.
- 4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.
- 4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.
- 4.E.7) Every A/E firm engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit partial and final Application & Certificate for Payment for work under said contract. Form shall provide similar information as shown on AIA Application for Payment Forms. Pay Applications shall be submitted to Public Works Project Manager for approval.

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 and payment in full for services completed, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent 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.

ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. The A/E agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its boards, commissions, agencies, officers, employees and representatives against

all damages or liabilities, to the extent caused by the A/E's negligent performance of professional services under this Agreement, provided, however, that the provisions of the 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 continue through the applicable statute of limitation.

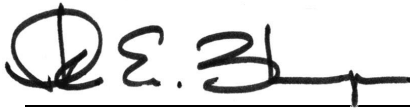
11. ARTICLE 11: MISCELLANEOUS PROVISIONS

- 11.A. A/E-states, in their professional opinion 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 Deputy Director of Public Works for review and resolution in order to determine if mediation is required. 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.

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

CLR Design, Inc.

COUNTY OF DANE



November 11, 2023

Signature

Date

Joseph T. Parisi, County Executive

Date

Mark E. Beauchamp

Printed Name

Scott McDonell, County Clerk

Date

Principal

Title

23-2622204

Federal Employer Identification Number (FEIN)

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT
A/E / CONSULTANT AGREEMENT

Date: 11/3/2023
Project No.: 321002
Agreement No.: 14345B

THIS AGREEMENT is between CLR Design, Inc., hereinafter called "A/E", executing this Agreement, and ECOS Communications hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Heart of the Zoo Improvements / Agreement Amendment for Construction Documents Phase thru Construction Contract Administration Phase for the Giraffe/Ground Birds Exhibit

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

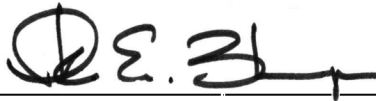
NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

ECOS Communications

CLR Design, Inc.

Jill Isenhart
Signature
11/2/2023
Date


Signature
11/3/2023
Date

Jill Isenhart
Printed Name

Mark E. Beauchamp, ASLA
Printed Name

President
Title

Principal
Title

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT
A/E / CONSULTANT AGREEMENT

Date: 11.03.2023
Project No.: 321002
Agreement No.: 14345B

THIS AGREEMENT is between CLR Design, Inc., hereinafter called "A/E", executing this Agreement, and Krech Ojard & Associates, Inc. hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Heart of the Zoo Improvements / Agreement Amendment for Construction Documents Phase thru Construction Contract Administration Phase for the Giraffe/Ground Birds Exhibit

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

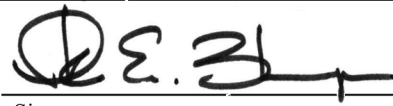
Krech Ojard & Associates, Inc.


Signature 11.03.2023
Date

Kevin J. Jones
Printed Name

Vice President
Title

CLR Design, Inc.


Signature 11/3/2023
Date

Mark E. Beauchamp, ASLA
Printed Name

Principal
Title

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT
A/E / CONSULTANT AGREEMENT

Date: 11/1/2023
Project No.: 321002
Agreement No.: 14345B

THIS AGREEMENT is between CLR Design, Inc., hereinafter called "A/E", executing this Agreement, and MSA Professional Services, Inc. hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Heart of the Zoo Improvements / Agreement Amendment for Construction Documents Phase thru Construction Contract Administration Phase for the Giraffe/Ground Birds Exhibit

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Agreement between COUNTY and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Agreement with COUNTY and the A/E's Agreement with the Consultant, the A/E's Agreement with COUNTY shall take precedence, and

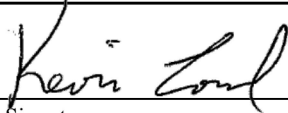
WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Agreement between COUNTY and the A/E which are annexed hereto and made a part hereof.

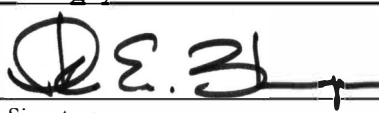
IN WITNESS WHEREOF, the A/E and the Consultant have executed this Agreement.

MSA Professional Services, Inc.

CLR Design, Inc.



10/31/2023
Date



11/1/2023
Date

Kevin Lord, PE, PLS
Printed Name

Mark E. Beauchamp, ASLA
Printed Name

Team Leader
Title

Principal
Title