

# Dane County Contract Cover Sheet

Revised 01/2026

Res 419  
significant

<b>Dept./Division</b>	DOA/Public Works Engineering		
<b>Vendor Name</b>	Graef Usa Inc	<b>MUNIS #</b>	3023
<b>Brief Contract Title/Description</b>	AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MULTI-BUILDING MECHANICAL SYSTEMS IMPROVEMENTS PROJECT AT HENRY VILAS ZOO		
<b>Contract Term</b>	05/15/26 - 05/15/31		
<b>Contract Amount</b>	\$110,000.00		

<b>Contract #</b> Admin will assign	16270
<b>Type of Contract</b>	
<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	
<b>Name</b>	Reed Rodenkirch	<b>Name</b>	Samantha Bakke
<b>Phone #</b>	920-450-8789	<b>Phone #</b>	414.266.9104
<b>Email</b>	rodenkirch.reed@danecounty.gov	<b>Email</b>	Samantha.Bakke@graef-usa.com
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 325039
	<input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$46,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	<b>Contract Name &amp; #</b>
<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	<b>Req #</b> 1580	<b>Org:</b> CPZOO	<b>Obj:</b> MULTIPLE*	<b>Proj:</b>	\$ 110,000.00
	<b>Year</b> 2026	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$

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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b> 419
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2025

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

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Draper, Todd	Digitally signed by Draper, Todd Date: 2026.04.13 06:21:55 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.04.30 16:05:07 -05'00'	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
<b>DOA:</b>	<b>Date In:</b> 4/14/26	<b>Date Out:</b> _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, April 30, 2026 12:41 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16270  
**Attachments:** 16270.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 4/30/2026 12:45 PM	Approve: 4/30/2026 12:45 PM
	Schuster, Hazel		
	Gault, David	Read: 4/30/2026 1:14 PM	Approve: 4/30/2026 1:15 PM
	Cotillier, Joshua	Read: 4/30/2026 12:43 PM	Approve: 4/30/2026 1:07 PM
	Oby, Joe		

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

Contract #16270

Department: Public Works

Vendor: Graef USA

Contract Description: Multi-building mechanical systems improvements project at Zoo (Res 419)

Contract Term: 5/15/26 – 5/15/31

Contract Amount: \$110,000.00

*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.

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, April 30, 2026 1:28 PM  
**To:** Patten, Peter  
**Subject:** FW: Contract #16270  
**Attachments:** 16270.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Response</b>
	Patten, Peter	Approve: 4/30/2026 1:49 PM

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

Contract #16270  
Department: Public Works  
Vendor: Graef USA  
Contract Description: Multi-building mechanical systems improvements project at Zoo (Res 419)  
Contract Term: 5/15/26 – 5/15/31  
Contract Amount: \$110,000.00

### *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.

1 **2025 RES-419**

2 **AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MULTI-BUILDING MECHANICAL**  
3 **SYSTEMS IMPROVEMENTS PROJECT AT HENRY VILAS ZOO**

4  
5 The Department of Administration-Public Works Engineering Division reports the receipt of Proposals for  
6 the Multi-Building Mechanical Systems Improvements Project at Henry Vilas Zoo, 702 S. Randall Ave.,  
7 Madison, WI; Project# 325039.

8  
9 A complete tabulation is on file at the Department of Administration-Public Works Engineering Division.  
10 An Agreement has been negotiated with:

11  
12 Graef-USA Inc.  
13 275 West Wisconsin Avenue, Suite 300  
14 Milwaukee, WI 53203  
15 Total: \$110,000.00  
16

17 The Public Works staff finds the amount to be reasonable and recommends the Agreement be awarded  
18 to Graef-USA Inc..

19  
20 There are sufficient funds available for this project. The term of the borrowing used to support this project  
21 will be 10 years. In accordance with the scopes identified in the Request for Proposals, the total  
22 agreement amount shall be allocated from the following capital accounts:

23  
24 CPZOO 51001 "GREEN BARN HVAC" \$18,000.00  
25 CPZOO 59222 "UPPER GIFT SHOP HVAC" \$33,000.00  
26 CPZOO 51147 "ARCTIC PASSAGE WATER CHILLERS" \$18,000.00  
27 CPZOO 51310 "AVIARY HVAC" \$23,000.00  
28 CPZOO 51313 "BEAR EXHIBIT HVAC" \$18,000.00  
29

30 **NOW, THEREFORE, BE IT RESOLVED** that the Agreement be awarded to Graef-USA Inc. in the  
31 amount of \$110,000.00;

32  
33 **BE IT FURTHER RESOLVED** that expenditures under this agreement shall be charged to the above-  
34 referenced capital project accounts, with costs allocated as set forth herein;

35  
36 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized and  
37 directed to sign the Agreement; and

38  
39 **BE IT FINALLY RESOLVED** that the Department of Administration-Public Works Engineering Division  
40 be directed to ensure complete performance of the Agreement.

COUNTY OF DANE PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

Agreement No: 16270

Project No: 325039

Authority: 2025 RES-419

Date: March 24, 2026

**THIS AGREEMENT** is between the County of Dane, by its Department of Administration- Public Works Engineering Division, hereinafter referred to as "COUNTY", and Graef USA Inc., 275 West Washington Avenue, Suite 300, Milwaukee, WI 53203 hereinafter called the "ENGINEER".

**WITNESSETH**

**WHEREAS**, COUNTY proposes securing professional services for a Project described as follows:

**Henry Vilas Zoo – Multi-Building Mechanical Systems Improvements Project**

**WHEREAS**, COUNTY deems it advisable to engage the services of the ENGINEER to furnish professional services in connection with this Project, and

**WHEREAS**, COUNTY has authority to engage such services, and

**WHEREAS**, the ENGINEER represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

**NOW, THEREFORE**, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

**IN WITNESS WHEREOF**, COUNTY and the ENGINEER have executed this Agreement as of the above date.

**GRAEF USA INC**

**Lori Rosenthal**  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Digitally signed by Lori Rosenthal  
DN: C=US,  
E=lori.rosenthal@graef-usa.com,  
O=GRAEF, CN=Lori Rosenthal  
Date: 2026.04.01 10:03:47-05'00'

**COUNTY OF DANE**

\_\_\_\_\_  
Melissa Agard, County Executive Date \_\_\_\_\_

**Lori Rosenthal**  
Printed Name \_\_\_\_\_

**Principal Emeritus**  
\_\_\_\_\_  
Title

Title

**39-1083592**  
\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

Federal Employer Identification Number (FEIN)

\_\_\_\_\_  
Scott McDonell, County Clerk Date \_\_\_\_\_



#325039

Henry Vilas Zoo – Multi-Building Mechanical Systems Improvements Project

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## DANE COUNTY

DEPARTMENT OF PUBLIC WORKS ENGINEERING  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

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# Project No. 325039 HENRY VILAS ZOO – MULTI-BUILDING MECHANICAL SYSTEMS IMPROVEMENTS PROJECT

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**Project Release Date:** January 14, 2026

**Response Deadline:** February 18, 2026, 2:00 pm

- 1) Contract Term.....
- 2) Scope of Services .....
- 3) Pricing Proposal- Compensation Schedule .....
- 4) Professional Services Agreement- Standard Terms & Conditions.....

**Attachments:**

- A - ATTACHMENT A - CONSULTANT AGREEMENT- AE
- B - ATTACHMENT B - HVZ HVAC Scope of Design
- C - Henry-Vilas-Zoo-Map



### 3. Contract Term

The contract will be effective on the execution date indicated on the Professional Services Agreement. The term will be through Project completion or a maximum of five (5) years from the Agreement execution date, whichever occurs first.

### 4. Scope of Services

#### 4.1. General Overview

1. The ENGINEER shall provide services in each of the following phases:
  1. Design Development Phase
  2. Construction Documents Phase
  3. Bidding Phase
  4. Construction Phase
2. Refer to the appropriate Section for detailed information regarding communication protocols and meeting expectations for each Phase of this Project. Assume meetings are minimum one (1) hour in length, unless otherwise noted.
3. An assigned COUNTY Project Manager will be the ENGINEER's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
4. The ENGINEER shall create a log of all COUNTY and ENGINEER generated design changes resulting from meetings and communications from COUNTY. Keep this log throughout the entire design process and submit it to COUNTY every two (2) months.
5. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
6. It is the responsibility of the ENGINEER to provide COUNTY with a data request, prior to starting Work. COUNTY will provide all available reports, record documents, boring logs, site drawings and specifications, etc. to selected ENGINEER firm. Drawings and specifications may not be complete or in an as-built condition. ENGINEER firm will need to confirm accuracy of drawings and specifications. COUNTY will provide any necessary hazardous material protection or abatement.
7. The ENGINEER shall design the Project to be procured under two (2) separate bid packages, each issued as a separate Request for Bid (RFB) with distinct drawings, specifications, and bid forms. One bid package shall include the Seal Pool water-cooled chiller system and associated photovoltaic (PV) array, which constitute required Base Bid scope. The other bid package shall include all remaining Project scope, including Base Bid work and additive alternate bid items, as defined in ATTACHMENT B.



8. The ENGINEER shall include within the second bid package two (2) additive alternates, consisting of the Bear Exhibit rooftop HVAC scope and the Aviary split-system DX cooling replacement, as further described in ATTACHMENT B.
9. The ENGINEER shall prepare drawings, specifications, and bidding documents such that scope boundaries between bid packages and alternates are clearly defined, coordinated, and suitable for competitive bidding. Pricing and invoicing requirements associated with the bid package structure described herein shall be provided in accordance with Section 6 of this RFP.
10. Document Review and Submittals (Drawings, Specifications, Project Manuals, Design Reports, etc.) must be in PDF file format (.pdf) using Adobe Acrobat 2020 or previous compatible version. It is recommended to minimize the pdf file size by converting files from AutoCAD or other programs rather than scanning.

Microsoft Word files (.doc) should be generated in Word 2016 or previous compatible version

Microsoft Excel files (.xls) should be generated in Excel 2016 or previous compatible version

Drawing files (.dwg) should be generated in AutoCAD 2019 or previous compatible version, and must include x-refs or base plan sheets, the Plot Style Table (ctb file) used to print drawings, and any external data from non-AutoCAD programs (e.g., Excel or Word)

Documents must be delivered to Dane County electronically via email or SharePoint, and unless noted otherwise, assume two (2) weeks for initial review and one (1) week for each review iteration

#### 4.2. Design Development Phase

1. The ENGINEER shall review the program and functional requirements, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable COUNTY standards and guides or other written direction by COUNTY. The ENGINEER shall establish the limiting parameters of the design as defined by the instructions issued to it by COUNTY, to determine if the design concept is achievable within the schedule and Project Budget proposed by COUNTY.
2. To the extent necessary, the ENGINEER shall facilitate investigation of the site for existing conditions which differ from those indicated in the record drawings or which could have a detrimental impact on the achievement of the work called for under the Project.
3. Within seven (7) calendar days of receipt of the program and functional requirements, plans and specifications of record, the ENGINEER and COUNTY shall schedule a meeting to review the ENGINEER's design concept and such other matters as are necessary to establish that at this preliminary point, the proposed design concept is consistent with the requirements of COUNTY.
4. At a minimum, this Phase will have two (2) design meetings.
5. The ENGINEER shall document the results of design meetings, including design factors agreed to, with any instructions furnished by COUNTY to carry out such factors, including, but not limited to:
  - Program clarification
  - Scheduling concerns
  - Existing site conditions
  - Various project cost considerations & estimates
  - Cost-value trade offs



Quality requirements

Special material requirements

Communications requirements

Engineering requirements

6. The ENGINEER shall furnish a copy of the documentation produced under this Phase to each participant attending a design concept meeting.
7. In agreements which involve renovation or remodeling of or additions to existing facilities, the ENGINEER shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the ENGINEER or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to COUNTY and may be reused unless directed otherwise by COUNTY.
8. The ENGINEER 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. Include staffing and occupancy considerations provided by COUNTY.
9. The major design features, equipment and systems that must be evaluated include, but are not limited to: HVAC systems, including split-system DX cooling systems and rooftop HVAC units Heating equipment associated with air handling units and unit heaters Building Automation Systems (BAS) and associated controls Mechanical system controls and sequences of operation Pool water temperature control systems Electrical systems serving mechanical equipment Energy-related systems associated with mechanical upgrades, including photovoltaic (PV) systems Demolition and removal of existing mechanical and control equipment Access, constructability, and sequencing considerations in occupied facilities
10. The ENGINEER shall provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies that is sufficiently complete to allow commencement of the Construction Documents Phase:
  1. The ENGINEER shall prepare preliminary drawings, specifications and other data tailored to the Project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by COUNTY:
    1. Preliminary drawings shall include plans, elevations, sections and details at a scale that is sufficient to fully illustrate the design concepts, materials and finishes to be employed. Drawings shall be in format as approved by COUNTY.
    2. Outline specifications shall include relevant specific information for Division 01 - Bidding and Contract Requirements and a list of the applicable technical divisions.
11. Upon determination by the ENGINEER that the design is represented by preliminary drawings and specifications, those documents along with Design Report shall be submitted to COUNTY for review and concurrence prior to commencement of Construction Documents.



12. Design Report shall include:

1. Time estimates for completion of each separate phase of the work delineated in this Request for Proposals Scope of Services section.
2. Detailed Construction Opinion of Probable Cost based on preliminary design concept, which indicates that Project Budget limitations will not be exceeded. Factors influencing the cost feasibility of each major division of the specification and related drawings shall be identified.
3. Analysis of the biddability and constructability of the Project within the time allowed by COUNTY.
4. Identification of any part of the work that might require special monitoring or consideration during construction to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, sequencing or precision in installation and full or partial User occupancy during construction.
5. The ENGINEER may recommend appropriate alternate bids for COUNTY's consideration to safeguard against unforeseen bidding conditions. Such alternates shall be identified and developed at no additional cost to this Agreement.

13. Design Development Phase deliverables that include Drawings, Outline specifications and Design Report as outlined in Sections 12-14 above shall be submitted to COUNTY Project Manager electronically, per the Document Review and Submittals guideline in Section 4.1.10.

14. COUNTY will issue list of recommended changes / corrections to be incorporated into documents.

Within seven (7) calendar days of receipt, the ENGINEER shall transmit written replies to review comments issued by COUNTY. Directions by COUNTY shall be incorporated into the design, unless the ENGINEER shall have explained objections to COUNTY and obtained prior written approval of noncompliance from COUNTY before proceeding with related work.

1. The ENGINEER or COUNTY may call a further preliminary review meeting, when necessary to finalize the design concept. Written replies to additional COUNTY comments shall be made before proceeding to the Construction Documents Phase.
2. The ENGINEER will be required to electronically reproduce Design Development Phase deliverables that incorporate recommended changes / corrections.
3. Approval of these documents by COUNTY will complete Design Development Phase, whereupon COUNTY will issue written instruction to the ENGINEER to proceed to Construction Documents Phase.

#### 4.3. Construction Documents Phase

1. Upon receipt of written instructions from COUNTY, the ENGINEER shall prepare Construction Documents for bidding, construction and commissioning of the Project as two (2) separate bid packages, as defined in Section 4.1. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.



2. Construction Documents shall comply with the COUNTY Master Specifications Division 00 and Division 01.
3. The Construction Documents shall be internally consistent in terms of coordination between:
  1. Work of the ENGINEER and its consultants.
  2. Requirements of various divisions or trades.
  3. Drawings and specifications.
  4. At a minimum, this Phase will have three (3) design meetings.
4. During this phase, the ENGINEER 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:
  1. 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 ENGINEER.
    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. Governmental authorities having jurisdiction over the work:
      1. The ENGINEER shall submit documents for approval to public agencies having jurisdiction over the Project and after obtaining such approval of those agencies, the ENGINEER shall file two (2) copies of such approval with COUNTY.
      2. Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the Project.
  2. Inclusion in 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.



3. 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 ENGINEER or the direction of the COUNTY may limit competition to a brand name, process, or technique of manufacture.
  6. The ENGINEER 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.
4. Upon determination by the ENGINEER 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.
  1. The ENGINEER shall provide COUNTY with review sets in a format and standard specified by the COUNTY.
  2. COUNTY will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The ENGINEER shall within seven (7) calendar days transmit written replies from the ENGINEER 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 ENGINEER. Directions by COUNTY shall be incorporated into the documents.

5. Prior to submission of the final documents, the ENGINEER 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.
6. ENGINEER shall affix to both the cover sheet of Drawings and Project Manual current State of Wisconsin registration seal, number & signature. These shall be applied by each professional engineer responsible for project design.
7. At the time of delivery of the final documents, the ENGINEER shall report to COUNTY, in writing with updated estimates of Construction Opinion of Probable Cost and schedules.
8. COUNTY will distribute drawings and specifications for bidding purposes without cost to the ENGINEER. The ENGINEER shall provide an electronic copy of both the drawings and original specifications to COUNTY, in a format as approved by COUNTY, per the Document Review and Submittals guideline in Section 4.1.10. If the ENGINEER is directed by COUNTY to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 1-General. hereof.
9. Construction Documents Phase documents shall indicate in the drawings' title block or specifications' footer what they are (e.g., [60]% CDs, [95]% CDs, Issued for Bids). Construction Document Phase deliverables as outlined below shall be submitted to COUNTY Project Manager electronically, per the Document Review and Submittals guideline in Section 4.1.10:
  1. 60% Review Construction Documents:  
Electronic version of Drawings & Specifications
  2. 95% Review Construction Documents:  
Electronic version of Drawings & Project Manual;  
Updated Design Report;
  3. Final Construction Documents (Issued for Bids Set):  
Electronic version of Drawings and Project Manual that include complete x-refs or base plan sheets, all external data from non-AutoCAD programs, and Plot Style Table (ctp files) used to print drawings.

#### 4.4. Bidding Phase

1. The Bidding Phase shall commence with the publication of the Request for Bid (RFB) and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
2. Bidding services shall be provided for each bid package described in Section 4.1.
3. The ENGINEER 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.



4. The ENGINEER 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.
5. The ENGINEER shall assist COUNTY by evaluating and making recommendations to COUNTY on the qualifications of prospective construction contractors and subcontractors.
6. The ENGINEER shall assist COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY.
7. If the low bids submitted by qualified, responsible bidders exceed Construction Opinion of Probable Cost approved at Construction Documents Phase by five percent (5%) or more, the ENGINEER 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 Construction Opinion of Probable Cost or other funding limitation. If the low bid exceeds Construction Opinion of Probable Cost approved at Construction Documents Phase by less than five percent (5%), at the COUNTY's option, the ENGINEER shall revise and change the Construction Documents for a project rebidding, as approved by COUNTY, but shall be compensated for revisions per negotiated amendment to this Professional Services Agreement.
8. 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 ENGINEER shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the Project.
9. Upon construction contract offer, the ENGINEER shall immediately prepare Issued for Construction / Permitting 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 / Permitting 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 AHJ review & approval for permitting, but no later than seven (7) calendar days after construction contract offer.
10. Bidding Phase deliverables as outlined below shall be submitted to COUNTY Project Manager electronically, per the Document Review and Submittals guideline in Section 4.1.10:
  1. Issued for Construction / Permitting Documents: (IFC)
    1. Updated Design Report that can exclude Construction Opinion of Probable Cost;
    2. Drawings and Project Manual
    3. Two (2) bound, hard copies of Drawings and Project Manual to be submitted by ENGINEER to City of Madison for stamped approval (it is the responsibility of the ENGINEER to determine if additional sets are required for this or any other AHJ & to provide those sets);

#### 4.5. Construction Phase

1. An assigned COUNTY Project Manager from the Department of Administration- Public Works Engineering Division 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 ENGINEER representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.

2. After the award of the construction contract(s), the ENGINEER shall become an on-site technical and professional advisor to COUNTY. In this capacity the ENGINEER will have continuous access to the site. The ENGINEER, 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.
  1. When requested and specifically contracted for by COUNTY, the ENGINEER shall provide a full-time, on-site representative who shall be qualified in construction administration and subject to the approval of COUNTY. On projects for which COUNTY does not authorize full-time, on-site representation, the ENGINEER 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 ENGINEER 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.
  2. Either the ENGINEER or its Consultants shall provide construction phase site visit services, as dictated below; review construction as requested, and final inspection to determine if completed work is according to plans and specifications. Site visit is close-up observation of current building elements in process of being constructed. Additional site visits necessitated by ENGINEER's error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on part of lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY. "In-house" staff or outside consultants performing specialty work shall visit site as indicated below.
    1. Mechanical Consultant shall visit the site minimum of 3 times during Construction Phase
    2. Electrical Consultant shall visit the site minimum of 3 times during Construction Phase
  3. Immediately following the pre-construction meeting and prior to the start of construction, the ENGINEER shall review the proposed schedule for submittals from the construction contractor(s). The ENGINEER shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
    1. The ENGINEER 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 ENGINEER 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 ENGINEER at the start of construction. The ENGINEER is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the ENGINEER.
2. The ENGINEER 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.
  4. The ENGINEER'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.
    1. The ENGINEER shall be responsible for the coordination and performance of on-site services performed by consultants employed by the ENGINEER and shall review reports and other data submitted by such consultants. The ENGINEER and each consultant engaged under Article 1 must complete ATTACHMENT A: CONSULTANT AGREEMENT, for each subconsultant. Attachment A can be obtained and downloaded with submission of proposal in electronic procurement portal. ENGINEER shall visit the job site as delineated in 5.B.2 (a-b) – SCOPE OF SERVICES. The ENGINEER shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform COUNTY. Site visits shall coincide with crucial times of the construction for the specialty area involved.
    2. Following construction site visits, the ENGINEER 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 ENGINEER shall submit the reports within three (3) business days of the site visit by the ENGINEER's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.
    3. The ENGINEER'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.
    4. 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 ENGINEER 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.
    5. Should the ENGINEER 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 ENGINEER to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The ENGINEER 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 ENGINEER's recommendation. This assumption of responsibility by COUNTY shall not relieve the ENGINEER or its consultants for negligence in the discovery of the condition, which was or should have been discovered.
6. If the ENGINEER considers suspension of construction work appropriate, the ENGINEER shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the ENGINEER, justify such action.
  5. Necessary professional services or construction 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 shall be the responsibility of the ENGINEER or its consultants, without additional cost to COUNTY.
  6. The ENGINEER shall review requests for information (RFIs) and shall respond within five (5) business days.
  7. The ENGINEER shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The ENGINEER 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.
  8. The ENGINEER shall review & if determined appropriate, approve by signature, all change order proposals submitted by General Contractor. ENGINEER shall determine if scope of work is warranted & estimate of submitted costs are in line with current market conditions. ENGINEER shall work with COUNTY Project Manager & General Contractor to come to an agreement if there are differences of opinion on scope or costs.
  9. The ENGINEER shall review & if determined appropriate, approve by signature, all invoices or pay applications submitted by General Contractor. ENGINEER shall work with COUNTY Project Manager to review each item in the schedule of values listing & work out any differences between billed work & actual completed work.
  10. The ENGINEER shall assist in the preparation of applications for energy incentive programs, when applicable.
  11. Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall prepare and distribute the Certificate of Substantial Completion when appropriate.

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 ENGINEER 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 as outlined in per the Document Review and Submittals guideline in Section 4.1.10. 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 ENGINEER 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.
  1. Record Documents deliverables as outlined below shall be submitted to COUNTY Project Manager electronically, per the Document Review and Submittals guideline in Section 4.1.10:
    1. Electronic version of Drawings and Project Manual ;
    2. Each drawing sheet shall be complete with x-refs or base plan sheets, including the Plot Style Table (ctp file) used to print drawings; and
    3. All external data from non-AutoCAD programs (e.g., Excel or Word)
13. The ENGINEER 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. An electronic copy of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:
  1. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and
  2. Temperature Control Record Drawings, Test and Balance Reports and Equipment Data Sheets including recommended maintenance procedures.
14. It is not intended by this Agreement to impose upon the ENGINEER the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the ENGINEER the duty of the faithful fulfillment, in accordance with the standard of care ordinary to



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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 ENGINEER. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the ENGINEER or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

4.6. Study/PreDesign/Analysis Phase- NOT USED

NOT USED

4.7. Schematic Design Phase-NOT USED

NOT USED

4.8. Commissioning Phase-NOT USED

NOT USED



## 6. Pricing Proposal- Compensation Schedule

### 6.1. Basic Services

ENGINEER fees for Basic Services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

1. COUNTY will pay the ENGINEER the following fees:
  1. COUNTY will pay the ENGINEER a lump sum fee of \$110,000, which includes a \$15,000 allowance for architectural backgrounds.
    1. ENGINEER shall provide a flat fee allocation for each discrete project component identified in Attachment B. The sum of all fee allocations shall equal the total lump sum fee above. Fee allocations by project component are for administrative tracking purposes only and do not establish separate contracts or entitlements.
    2. If COUNTY reduces scope after ENGINEER has completed services, fees will be reduced for future services, not for services already completed.
    3. The ENGINEER fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in this Request for Proposals, dated Wednesday, January 14, 2026, including any subsequent Addenda.
    4. The Construction Budget estimate for this project is to be determined. This amount excludes all professional services, related fees, FF&E costs, contingency costs and unless stated otherwise in this Agreement, hazardous materials abatement or remediation.
  2. In the event the lowest acceptable construction bids exceed the Construction Budget, as shown above, plus any COUNTY increases approved before bidding, COUNTY will do one or more of the following:
    1. Cooperate in revising the Project scope and quality as required to reduce the Project's Construction Budget;
    2. Authorize the rebidding of the Project within a reasonable time; and/or
    3. Give written approval of an increase in such fixed limit.
  3. Compensation for any revisions of project scope & necessary rebidding based lowest acceptable construction bids exceeding the Construction Opinion of Probable Cost approved at Construction Documents Phase shall be as described in "Bidding Phase" in Section-Scope of Services.

### 6.2. Additional Services

The ENGINEER's Compensation for Additional Services will be computed as follows:

1. 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.

### 6.3. Reimbursable Expenses

1. Reimbursable Expenses are actual, incidental expenses incurred by the ENGINEER, its employees or consultants, in the interest of the Project and are not included in overhead costs for the Fees for Basic Services and Additional Services. 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 ENGINEER to check the accuracy of and entitlement to the sums requested. There are no markups allowed for Reimbursable Expenses. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:
  1. Expense of reproduction of drawings and specifications, excluding the review sets required in the Section- Scope of Services.
  2. Expense of a site survey when needed.
  3. Expense of a geotechnical investigation and soils & material testing when required.
  4. Expense of State and / or City review fees when required.
2. Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services and Additional Services 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

### 6.4. Additional Services

1. The following services are in addition to but are not covered in Scopes of Services Compensation for these additional services or other services must be requested by the ENGINEER, 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 ENGINEER's Agreement.
  1. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
  2. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the ENGINEER other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.



3. Preparing detailed models, perspective or renderings.
4. 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 ENGINEER or its consultants.
5. Obtaining or participating in third party Value Engineering / Enhancement of the Project when directed by COUNTY.
6. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
7. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FF&E) by the User Agency during the Construction Phase if not written into project scope.
8. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the ENGINEER is party thereto.
9. Providing historical preservation research or documentation.
10. Providing specialized design services, including, but not limited to sustainability, vibration, wind or acoustical analysis, energy modeling.
11. Participation in post-project evaluations.
12. Preparing multiple bid packages beyond the two (2) big packages defined in Section 4 Scope of Services.

### 6.5. Payments to the Vendor

Payments of the ENGINEER's lump sum fee will be made in proportion to services performed by project phase, as confirmed by COUNTY, with payment issued within forty-five (45) business days of receipt of a properly completed invoice and required documentation, in accordance with County's standard payment procedures.

Design Development Phase	30%
Construction Documents Phase	70%
Bidding Phase	75%
Construction Phase	100%

All invoices shall clearly identify progress by project component and by phase.

Invoices shall indicate percent complete for each project component and phase, and payment shall be contingent upon COUNTY confirmation that corresponding scope milestones have been satisfactorily completed.

1. No more than ninety percent (90%) of the ENGINEER's lump sum fee shall be paid out prior to substantial completion of the Project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the ENGINEER, COUNTY will determine how and when the remaining lump sum fee is disbursed.
2. Payments for COUNTY-approved Reimbursable Expenses and Additional Services of the ENGINEER, will be made monthly upon request.



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3. A/An ENGINEER 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.
  1. Payments to the ENGINEER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the ENGINEER. COUNTY will notify the ENGINEER in writing of the alleged, specific damages and amounts involved, on a timely basis.
4. Payments to the ENGINEER will not be withheld due to disputes between construction contractor(s) and COUNTY.
5. If the Project is suspended for more than three (3) months in whole or in part, the ENGINEER 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 ENGINEER's compensation will be subject to renegotiation.



## 7. Professional Services Agreement- Standard Terms & Conditions

### ARTICLE 1: SCOPE OF AGREEMENT

1. 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 ENGINEER shall be governed by the following Terms and Conditions.
2. The ENGINEER 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.
3. The ENGINEER 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 ENGINEER 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 ENGINEER is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
4. 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.
5. By accepting this Agreement, the ENGINEER 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.
6. The ENGINEER 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.
7. The ENGINEER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the ENGINEER 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 ENGINEER 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.
8. 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.
9. The ENGINEER may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
10. In the performance of this Agreement, the ENGINEER 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 ENGINEER 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 ENGINEER 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.
11. For this project the following terms will be in use:
  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.



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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.
3. Construction Budget: The portion of the Project Budget specifically allocated for construction services, or the accepted bid amount including any alternate bids.
4. Construction Opinion of Probable Cost: The ENGINEER's cost estimate for the Construction Budget before any bids are received.
5. Project Planning Team: Dane County staff from the respective department and Department of Administration- Public Works Engineering Division, the architect / engineering design team (A/E) & the commissioning provider (CxP) if applicable. Occasionally, others may join or provide input to this team.
6. Project Committee (if applicable): A group of individuals selected by the Chair of the respective Committee . The ENGINEER shall be present & provide input for the meetings of this group.

## ARTICLE 2: COUNTY'S RESPONSIBILITIES

1. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
2. 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. 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 ENGINEER data or documents known to COUNTY or requested by the ENGINEER, which may be needed for the fulfillment of the professional responsibility of the ENGINEER. Documents provided by COUNTY shall not relieve the ENGINEER from the responsibility for conducting a field survey to verify existing conditions as specified herein.
4. COUNTY will communicate to the ENGINEER the format of the documents required to be submitted.
5. COUNTY will examine documents submitted by the ENGINEER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the ENGINEER's work. COUNTY will coordinate review comments from the ENGINEER and COUNTY staff prior to issuance to the ENGINEER.
6. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
7. COUNTY will prepare and process the Agreements between COUNTY and ENGINEER, and between COUNTY and construction contractor(s).
8. 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.

## ARTICLE 3: ACCOUNTING RECORDS

1. Records of the ENGINEER'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 ENGINEER.

## ARTICLE 4: TERMINATION OF AGREEMENT

1. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the ENGINEER. In the event of termination, the ENGINEER 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



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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.

2. In the event the Agreement between the ENGINEER and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the ENGINEER.

## ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

1. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the ENGINEER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the ENGINEER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
2. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the ENGINEER. If COUNTY uses or modifies documents without involvement or written consent of the ENGINEER or its sub-consultant(s), COUNTY shall remove name and signatures of the ENGINEER 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 ENGINEER or its sub-consultant(s).
3. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the COUNTY or generated by the ENGINEER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
4. Confidential Information : "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the ENGINEER 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.
  1. Disclosure to Subcontractors: ENGINEER 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 ENGINEER shall obtain the written agreement of such subconsultants to be bound by confidentiality.
  2. Ownership of Information: All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. ENGINEER 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.
  3. Disclosure Required by Law: If the ENGINEER 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 ENGINEER shall, unless prohibited by law, promptly notify the COUNTY of such request.

## ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

1. ENGINEER 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 ENGINEER furnishing the services required to be provided under this Agreement, but only to extent caused or resulting from intentional or negligent acts of the ENGINEER, 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 ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.



## ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

1. The ENGINEER 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 ENGINEER shall provide up-to-date, accurate professional liability information on the ENGINEER's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the ENGINEER 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 ENGINEER shall not cancel or materially alter this coverage without prior written approval by COUNTY. The ENGINEER shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## ARTICLE 8: OTHER INSURANCE

1. The ENGINEER and its consultants retained under terms of this Agreement shall:
  1. Maintain Worker's Compensation Insurance:
    1. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the ENGINEER's and consultant's employees engaged in work associated with the Project under this Agreement.
    2. 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.
  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 ENGINEER as insureds.
  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.
  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.

## ARTICLE 9: MISCELLANEOUS PROVISIONS

1. ENGINEER 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.
2. Legal Relations: The ENGINEER 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.
3. Approvals or Inspections: None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the ENGINEER 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.
4. Successors, Subrogees and Assigns: COUNTY and ENGINEER 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.



5. Claims: ENGINEER'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 the Department of Administration- Public Works Engineering Division for review and resolution. The decision of the Director of the Department of Administration- Public Works Engineering Division 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.
6. Amendment of Agreement: This Agreement may be amended in writing by both COUNTY and ENGINEER.
7. 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.
8. 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.
9. 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.
10. 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 ENGINEER. ENGINEER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by ENGINEER is authentic.
  1. This Agreement has no effect until signed by both parties. The submission of this Agreement to ENGINEER for examination does not constitute an offer. ENGINEER warrants that the persons executing this Agreement on its behalf are authorized to do so.
  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.

## ARTICLE 10: NONDISCRIMINATION IN EMPLOYMENT

1. During the term of this Agreement, ENGINEER 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). ENGINEER 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.
2. Civil Rights Compliance:
  1. If ENGINEER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the ENGINEER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI



#325039

Henry Vilas Zoo – Multi-Building Mechanical Systems Improvements Project

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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. ENGINEER 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. ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 's Plan is sufficient.

2. ENGINEER agrees to comply with the COUNTY's civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the ENGINEER. ENGINEER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. ENGINEER shall post the Equal Opportunity Policy, the name of ENGINEER'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. ENGINEER 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.
4. ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.



TODD DRAPER  
Director of Public Works

**County of Dane**  
Department of Administration  
**Public Works Engineering Division**  
1919 Alliant Energy Center Way  
Madison, WI 53713  
Phone: (608) 267-0127 | TTY WI Relay 711

## **ATTACHMENT B**

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### **Henry Vilas Zoo Multi Building HVAC RFP Scope (#325039)**

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**Project Overview:** The project consists of five mechanical system upgrades across five separate zoo facilities. Work includes evaluation of existing conditions, confirmation of existing equipment and design of required system replacement or modification, including equipment sizing and selection, controls integration, constructability planning and preparation of construction plans and specifications suitable for competitive bidding and construction in 2026.

#### **Scope of Work for HVAC**

##### **1. Children's Animal Exhibit (Green Barn) HVAC (included in lump sum Base Bid 1):**

The Green Barn existing HVAC system includes a forced air-cooling system serving animal holding areas, including spaces with temperature sensitive requirements for Red Pandas.

- a. Project Scope: This project will involve the replacement of two existing split-system, direct expansion (DX), cooling systems serving the Green Barn, including the replacement of two existing rooftop air-cooled condensing units (compressor/condenser), associated DX evaporator coils and fan coil units, replacement of refrigerant piping connected indoor and outdoor assemblies, and demolition of the existing humidification equipment.
- b. Existing Conditions and Issues:
  - i. Existing Rudd split system DX cooling equipment is no longer suitable for maintaining required summer temperature conditions
  - ii. Existing humidification equipment serving these areas is not required and shall be removed
  - iii. Equipment access is constrained, limited rooftop and site access, which will impact rigging, equipment removal and new installation
- c. Engineering Scope Includes:
  - i. Field verification and documentation of existing split-system DX cooling configurations, capacities, and served spaces
  - ii. Confirmation of required system, capacity and operating characteristics
  - iii. Design of replacement split-system DX cooling systems, including:
    1. Rooftop air-cooled condensing units
    2. DX evaporator coils and fan coil units
    3. Replacement refrigerant piping and associated mechanical components
  - iv. Design of required demolition, including:
    1. Removal of existing cooling equipment
    2. Removal and abandonment of existing humidification equipment
  - v. No expansion or addition of existing Building Automation System (BAS). New equipment controls to be incorporated with existing operation.
  - vi. Evaluation of access, rigging, sequencing, and installation constraints

##### **2. Upper Gift Shop – Interior DX System Replacement and BAS Upgrade (Base Bid 1):**

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This building has three existing offices (i. Gift Shop, ii. Animal Ambassador space & iii. Restrooms) each with separate basement located heating and cooling systems. The units are over 20 years old. Each office has differing heating and cooling requirements.

- a. Project Scope: This project includes analysis of existing systems and design interior HVAC system replacements. A building-level BAS upgrade for the entire building is also included. Existing outdoor DX condensing units are not in good condition and will need to be replaced.
  - i. Gift Shop Area
    1. Replacement of interior Reznor HVAC equipment associated with the existing DX split-system, including:
      - a. New furnace (AHU Gas fired heating section)
      - b. New cooling system (DX Evap Coil)
  - ii. Animal Ambassador Space
    1. Replacement of existing cooling system with new DX Evap Coil.
      - a. Heating system has previously been upgraded with new Trane unit; to be incorporated with new work.
  - iii. Public Restrooms
    1. Replacement of existing Reznor heating system.
    2. Cooling is not required for this space
  - iv. Controls / BAS
    1. Replacement of the existing controls system. (Johnson Controls DX9100)
    2. Installation of a new Building Automation System (BAS) serving entire Upper Gift Shop building.
  - v. Controls / BAS Scope
    1. This project includes full replacement of the existing building-level control system.
    2. The new BAS shall be consistent with Dane County standards, including:
      - a. Niagara Framework-based BAS front end
      - b. Distech ASC field devices (or County-approved equivalent)
      - c. Integration of all existing & new HVAC equipment into the BAS
      - d. Development of control sequences, point lists, and graphics consistent with County standards
    3. County-provided scope:
      - a. Provision of County BAS server infrastructure
      - b. Final connection to the County enterprise network and servers
    4. Consultant and contractor scope:
      - a. All building-level BAS hardware, controllers, wiring, programming, graphics, and commissioning
      - b. Coordination with Dane County Facilities and IT for interface requirements
- b. Existing Conditions and Constraints:
  - i. Existing HVAC equipment is over 20 years old and nearing expected service life
  - ii. Existing BAS hardware and software (JCI DX9100) is obsolete
  - iii. BAS integration will require connection to Dane County's central BAS/server infrastructure
- c. Engineering Scope of Services:
  - i. Field verification and documentation of existing HVAC systems by space
  - ii. Verification of existing controls architecture and points of connection
  - iii. Confirmation of heating and cooling requirements for:
    1. Gift Shop
    2. Animal Ambassador space
    3. Restrooms
  - iv. Evaluation of existing system type and capacity appropriate to each area

- v. Design of replacement systems, including:
  - 1. Furnace and cooling system for the Gift Shop
  - 2. Cooling-only system for the Animal Ambassador space
  - 3. Heating-only system for the Restrooms
- vi. Coordination of equipment selections across spaces where feasible
- vii. Design of a new BAS to replace the existing JCI DX9100 system
- viii. Development of BAS architecture, control sequences, and point lists
- ix. Coordination with Dane County Facilities Management and IT for:
  - 1. Network requirements
  - 2. Server interface requirements

### 3. Seal Pool Water Cooled Chiller (Base Bid 2):

The Seal Pool includes a 57,000-gallon pool requiring controlled water temperatures to support animal health and operations. Existing systems are insufficient to maintain appropriate water temperatures during summer conditions, and freeze protection during winter conditions is also a concern.

This project includes the design of a new pool water chilling and temperature control system, integrated with the existing life support and mechanical systems serving the Seal Pool.

- a. Project Scope: This project consists of the design and installation of a dedicated pool water temperature control system, including cooling and freeze protection functionality, sized and configured to serve a 57,000-gallon seal pool.
- b. Scope includes:
  - i. Review previous consultant and supplier's recommendations. Design of a water-cooled chiller system to provide adequate cooling during summer conditions.
  - ii. Evaluation of incorporating a heat pump functionality to provide winter freeze protection and maintain minimum pool water temperatures.
  - iii. Proper sizing, placement and integration of equipment in existing mechanical space.
- c. Existing Conditions and Constraints:
  - i. Evaluate feasibility of year-round temperature control, including summer cooling and winter freeze protection
- d. Engineering Scope of Services:
  - i. Existing Conditions and System assessment
    - 1. Review of existing pool mechanical systems
    - 2. Field verification of available mechanical space, utilities and access.
  - ii. Systems Analysis and Design
    - 1. Chiller or heat pump equipment
    - 2. Pumps, piping, heat exchangers and controls
  - iii. Photovoltaic (PV) System Integration (Additional Scope)
    - 1. Load Evaluation to installing a roof mounted photovoltaic array to offset electrical demand associated with high EUI facility.
      - a. Coordination with electrical engineering to assess existing electrical load and capacity,
      - b. Determine feasible PV system, size based on available roof area and budget.
  - iv. Controls and BAS Coordination
    - 1. Integration of the chiller and associated equipment to existing BAS

### 4. Aviary Split System DX Cooling Replacement (#1 Alt Bid 1):

The Aviary includes cooling systems serving free-flight and occupied exhibit spaces. Existing HVAC equipment is aging and approaching the end of its service life. Operational changes and prior building improvements have reduced the original dehumidification demands on the system.

- a. Project Scope: This project consists of a replacement of an existing Carrier split-system, direct expansion (DX) cooling system serving the Aviary. The scope of work includes:
  - i. Calculation of required load.
  - ii. Replacement of the existing outdoor air-cooled condensing unit
  - iii. Replacement of the associated DX evaporator coil
  - iv. Replacement of existing refrigerant piping between the outdoor condensing unit and indoor air-handling equipment

Existing air-handling equipment and ductwork shall remain. The system is no longer required to provide dedicated dehumidification.

- b. Existing Conditions and Constraints
  - i. Existing DX cooling equipment is over 20 years old
  - ii. Existing refrigerant piping is to be fully replaced
  - iii. Existing BAS is new and operational and shall not be disturbed or expanded
  - iv. Access constraints typical of zoo facilities may apply but are not expected to drive system redesign
- c. Engineering Scope of Services:
  - i. The engineering consultant shall provide the following services for the Aviary HVAC alternate bid:
  - ii. Existing System Verification
    1. Field verification of existing split-system DX configuration
    2. Confirmation of existing system capacity and served spaces
  - iii. Design of a like-for-like replacement DX cooling system, including:
    1. Outdoor air-cooled condensing unit
    2. DX evaporator coil
    3. Replacement refrigerant piping
    4. Consideration of a digital scroll compressor or equivalent technology to improve part-load performance and efficiency
  - iv. BAS Integration
    1. Coordination of new equipment with the existing BAS
    2. Provision of required control points and interfaces
    3. No replacement or expansion of existing BAS infrastructure is included
  - v. Demolition and Abandonment
    1. Removal of existing outdoor condensing unit
    2. Removal and abandonment of existing refrigerant piping
    - 3.

#### **5. Bear Exhibit Rooftop HVAC (#1 *Alt Bid 2*):**

The Bear Exhibit is served by an existing rooftop gas fired RTU unit providing heating and cooling to exhibit spaces. The unit is relatively new (approximately 8–9 years old) and is generally in good mechanical condition.

The primary concern for this project is controls integration and operational performance, rather than wholesale equipment replacement.

- a. Project Scope: This project consists primarily of evaluation and integration of the existing rooftop HVAC unit into the building automation system (BAS).  
Replacement of the rooftop HVAC unit shall be considered only if controls integration is not feasible due to equipment age, compatibility, or technical limitations identified during evaluation.

- b. Existing Conditions and Considerations:
  - i. Mechanical condition of the unit is generally acceptable (8-9 years old)
  - ii. Existing controls are limited and/or not integrated into the BAS
  - iii. Operational issues have been observed, potentially related to:
    - 1. Controls logic
    - 2. Exhaust air discharge behavior
- c. Engineering Scope of Services:
  - i. Existing System and Controls Evaluation
    - 1. Field verification of the existing rooftop HVAC unit
    - 2. Review previous General Engineering study
    - 3. Evaluation of existing unit controls and communication capabilities
    - 4. Assessment of compatibility with the existing BAS platform
  - ii. Controls Integration Design
    - 1. Design of BAS integration for the existing rooftop unit, including:
    - 2. Required control points
    - 3. Sensors
    - 4. Control sequences
    - 5. Coordination with County BAS standards and platforms
  - iii. Conditional Equipment Replacement (If Required)
    - 1. If controls integration is determined to be infeasible, provide:
    - 2. Documentation supporting the determination
    - 3. Design of a like-for-like replacement rooftop HVAC unit
    - 4. Controls fully compatible with the existing BAS
    - 5. Replacement shall not be assumed and shall only be included if technically required

Henry Vilas Zoo  
Free admission and parking.  
The Zoo is open all year.

Buildings  
10 a.m. - 4 p.m.  
Children's Zoo  
10 a.m. - 4 p.m.  
Zoo Grounds  
9:30 a.m. - 5 p.m.

Rent  
Strollers, wagons and  
wheelchairs at the Gift Shop  
next to Gate 1

Zoo closes at noon on  
Thanksgiving Day and Friday  
after; December 24 - 25;  
New Year's Eve and Day.

Ride Metro 4. Bus stop  
located 3 blocks east at  
Erin St. & Mills St.

Bicycle Station  
1 block east

## Lake Wingra

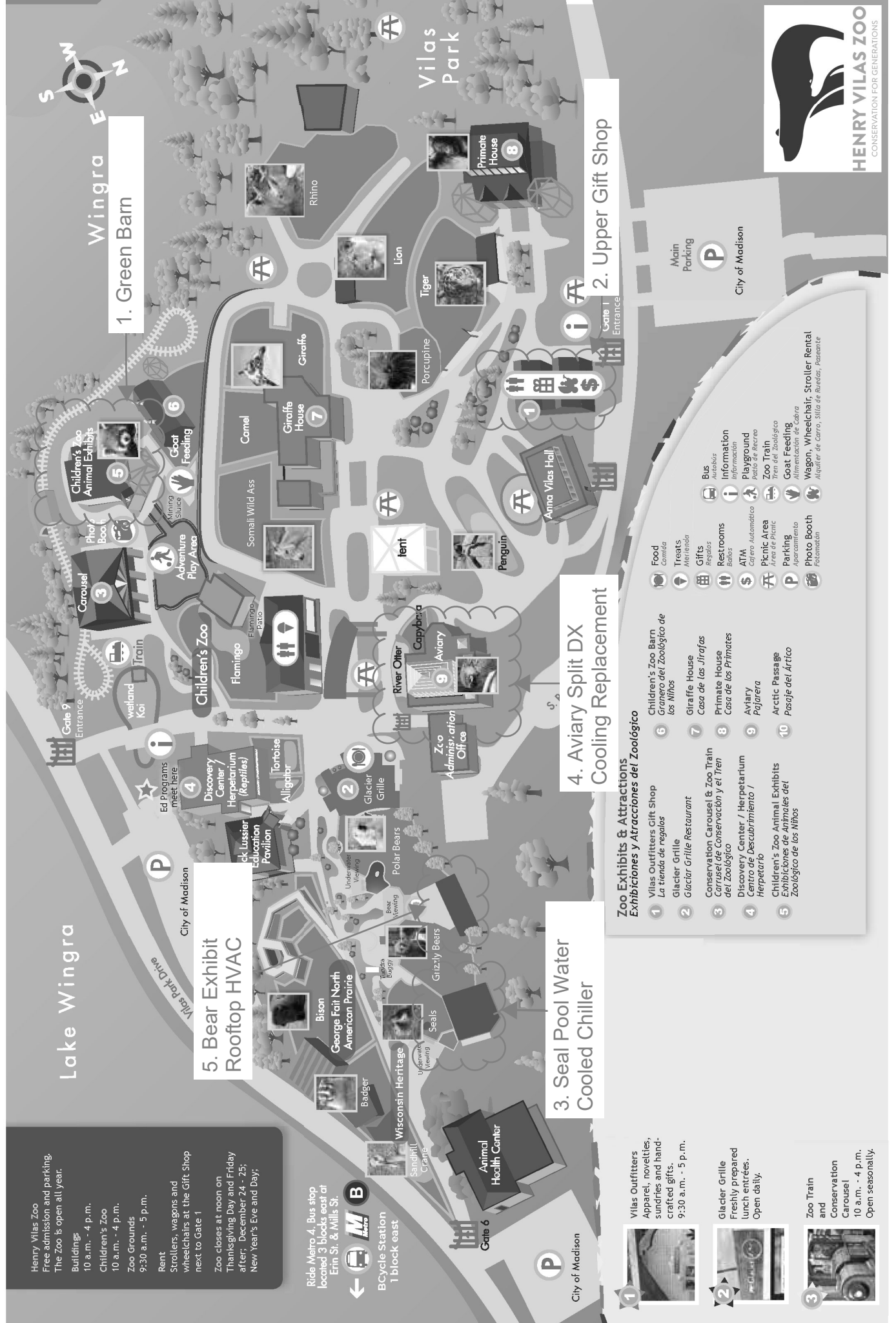
## 1. Green Barn

## 5. Bear Exhibit Rooftop HVAC

## 3. Seal Pool Water Cooled Chiller

## 4. Aviary Split DX Cooling Replacement

## 2. Upper Gift Shop



- Children's Zoo Animal Exhibits
- Photo Booth
- Carousel
- Welland Koi
- Adventure Play Area
- Mining Sluice
- Goat Feeding
- Children's Zoo
- Flamingo
- Discovery Center / Herpetarium (Reptiles)
- Rock Lussier Education Pavilion
- Albino Tortoise
- Glacier Grille
- Underwater Viewing
- Polar Bears
- Bear Viewing
- Wisconsin Heritage
- Badger
- Seals
- Animal Health Center
- Gate 6
- City of Madison
- Children's Zoo
- Small Wild Ass
- Camel
- Giraffe House
- Giraffe
- Somali Wild Ass
- Porcupine
- Tiger
- Lion
- Rhino
- Primate House
- Gate 1
- Gate 2
- Gate 3
- Gate 4
- Gate 5
- Gate 6
- Gate 7
- Gate 8
- Gate 9
- Gate 10
- City of Madison
- Main Parking
- City of Madison
- Anna Vilas Hall
- Administration Office
- River Otter
- Capibara
- Aviary
- Penguin
- tent

- 1 Vilas Outfitters Gift Shop  
La tienda de regalos
- 2 Glacier Grille  
Glacier Grille Restaurant
- 3 Conservation Carousel & Zoo Train  
Carrusel de Conservación y el Tren del Zoológico
- 4 Discovery Center / Herpetarium  
Centro de Descubrimiento / Herpetario
- 5 Children's Zoo Animal Exhibits  
Exhibiciones de Animales del Zoológico de los Niños
- 6 Children's Zoo Barn  
Granero del Zoológico de los Niños
- 7 Giraffe House  
Casa de las Jirafas
- 8 Primate House  
Casa de los Primates
- 9 Aviary  
Pajarera
- 10 Arctic Passage  
Pasaje del Ártico

- Food
- Treats
- Merienda
- Gifts
- Restrooms
- ATM
- Bus
- Information
- Playground
- Picnic Area
- Parking
- Photo Booth
- Children's Zoo
- Small Wild Ass
- Camel
- Giraffe House
- Giraffe
- Somali Wild Ass
- Porcupine
- Tiger
- Lion
- Rhino
- Primate House
- Gate 1
- Gate 2
- Gate 3
- Gate 4
- Gate 5
- Gate 6
- Gate 7
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- tent



**HENRY VILAS ZOO**  
CONSERVATION FOR GENERATIONS