

## DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY AND TRANSPORTATION

## PUBLIC WORKS ENGINEERING DIVISION

1919 ALLIANT ENERGY CENTER WAY MADISON, WISCONSIN 53713

# REQUEST FOR PROPOSALS NO. 319026 SHERIFF'S SE PRECINCT REMODEL ARCHITECTURAL / ENGINEERING DESIGN SERVICES DANE COUNTY HUMAN SERVICES BUILDING 125 VETERANS ROAD STOUGHTON, WISCONSIN

Due Date / Time: TUESDAY, DECEMBER 17, 2019 / 2:00 P.M. Location: PUBLIC WORKS OFFICE

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ERIC URTES, PROJECT MANAGER TELEPHONE NO.: 608/266-4798 FAX NO.: 608/267-1533 E-MAIL: urtes.eric@countyofdane.com



## Department of Public Works, Highway & Transportation

## **Public Works Engineering Division**

Gerald J. Mandli, P.E.

Commissioner / Director

Joseph T. Parisi
County Executive

608/266-4018

**Deputy Director** Todd Draper

1919 Alliant Energy Center Way Madison, Wisconsin 53713 Fax: 608/267-1533 www.countyofdane.com/pwht/public\_works.aspx

November 7, 2019

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 319026 to provide professional architectural & engineering design services for Sherriff's SE Precinct Remodel for the Dane County Human Services Building. The Proposals are due on or before **2:00 p.m.**, **December 17, 2019**. No performance bond is required for this project.

## ADDITIONAL INFORMATION

The Southeast Sherriff's Precinct Office is to be located at the current Human Services Building in Stoughton. The existing structure is to be renovated to meet the needs of the Sherriff's Office. In addition a new garage facility for Sheriff's Vehicles/Equipment shall be constructed on the site.

## SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) unbound original hard copy, three (3)bound hard copies and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

- 1. Place the signed Signature Page on top as page 1.
- 2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
- 3. Place the Proposal information after Fair Labor Practices Certification.
- 4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

Proposal No. 319026 Sheriff's SE Precinct Office Remodel December 17, 2019, 2:00 p.m.

5. Mail or deliver to:

Eric Urtes, AIA, Project Manager Dane County Department of Public Works, Highway & Transportation 1919 Alliant Energy Center Way Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Eric Urtes at 608/266-4798 or send email to urtes.eric@countyofdane.com.

Sincerely,

Eric Urtes, AIA

Project Manager

Enclosure: Request for Proposals No. 319026 Package

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RFP No. 319026 rev. 03/19

## LEGAL NOTICE

## REQUEST FOR PROPOSALS (RFP)

Dane County Dept. of Public Works, Hwy & Transp., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

## 2:00 P.M., TUESDAY, DECEMBER 17, 2019 RFP NO. 319026 SHERIFF'S SE PRECINCT REMODEL DANE COUNTY HUMAN SERVICES BUILDING 125 VETERANS ROAD, STOUGHTON, WI

Dane County is inviting Proposals for professional architectural & engineering design services to remodel the current Human Services Office Building into a Sheriff's Southeast Precinct facility and construct an adjacent new garage structure for Sheriff's Office vehicles/equipment. Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m. on Thursday, November 7, 2019** by downloading it from <u>bids-pwht.countyofdane.com</u>. Please call Eric Urtes, AIA, Project Mgr., at 608/266-4798, or our office at 608/266-4018, for any questions or additional information.

An informational facility tour will be held November 21, 2019 at 10:00 a.m. at the Human Services Building. Interested firms are strongly encouraged to attend this tour .

PUBLISH: NOVEMBER 7 & NOVEMBER 14, 2019 - WISCONSIN STATE JOURNAL

NOVEMBER 7 & NOVEMBER 14, 2019 - THE DAILY REPORTER

RFP No. 319026 rev. 04/19



## Department of Public Works, Highway & Transportation

## **Public Works Engineering Division**

608/266-4018

Gerald J. Mandli, P.E.

Commissioner / Director

Joseph T. Parisi
County Executive

**Deputy Director** Todd Draper 1919 Alliant Energy Center Way Madison, Wisconsin 53713 Fax: 608/267-1533 www.countyofdane.com/pwht/public\_works.aspx

## PROPOSAL SIGNATURE PAGE

PROPOSAL NO. 319026

PROJECT: SHERIFF'S SE PRECINCT REMODEL

125 VETERANS ROAD, STOUGHTON, WI 53589

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

SIGNATURE:	<b>:</b>	
	(Proposal is invalid without signature)	
Print or Type N	Name: Date:	
Title:		
Address:		
Telephone No.:	:: Fax No.:	
Email Address:	:	
Contact Person	n:	
Receipt of the f	following addenda and inclusion of their provisions in this Proposal is hereby acknowledge	d:
	Addendum No(s)through	
	Dated	

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:danepurchasing.com/Account/Login?

## REQUESTED SERVICES AND BUSINESS INFORMATION

## 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional architectural and engineering (A/E) design services for the Sheriff's Southeast Precinct Remodel.
- B. The existing building, at 125 Veterans Road in Stoughton, is currently a Dane County Human Services Office Building. The RFP requests design services to remodel the existing building to function as the new Dane County Sheriff's Southeast Precinct. Also, design services for the construction of a new garage facility for Sheriff's vehicles/equipment on the site.

## 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Phase 1 Study Phase

Meet with designated Dane County Sherriff's Department representative(s) to determine facility requirements. Included in Study is the Architectural (Space Needs) Programming, Concept Floor Plan(s) & Concept Site Design, and Concept Level / Opinion of Cost (to include construction of facility, new garage, related site work, and design fees) for budget purposes.

- 1. Study shall contain the following sections at a minimum:
  - a. Executive Summary
  - b. Introduction / Description of Study Approach and Participants
  - c. Architectural Programming Analysis (including Space Needs Assessments)
  - d. Options Reviewed for Facility Layout with Design Team during Study (including comments regarding any other law enforcement facilities that were visited with the Design Team).
  - e. Conceptual Floor Plan(s) and Conceptual Site Plan
  - f. Concept Level Opinion of Cost (facility construction/related site work/design fees). The Opinion of Cost shall include multipliers for construction in 2021, 2022.
  - g. Recommendations of Building Construction Type and Configuration
  - h. Summary and References (Law Enforcement Guidelines used in programming).
  - i. Both a Draft Study for review and comment and a Final Study will be required.

- C. Study shall include working with the Sheriff's Department Planning Team (yet to be designated and other representatives from Dane County (Public Works, Information Management, etc.). A minimum of six meetings with the planning team (in addition to the tours of other facilities) shall be included. All meeting minutes are to be taken and distributed to the Planning Team and Public Works by the selected A/E firm. Additional meetings, as requested by the Planning Team, shall be compensated based on the hourly fee schedule provided in this proposal Agreement. Both a Draft Study Report for comment/revision and a Final Study Report will be required.
- D. Proposal shall include arranging tours with the Planning Team of one existing Dane County Precinct facility and three recently-constructed similar sized Law Enforcement facilities in the surrounding area (approximately within a 2 hour drive) that will be selected with the Planning Team members input.
- E. Architectural Programming / Space Needs shall include descriptions of equipment, furniture and voice/data needs for all spaces. Provide a summary table of rooms/areas, proposed square footage, and remarks. Written descriptions are to be provided in regard to work flow efficiencies to meet operational standards, security provisions, and public access (community room / public conference room will be reviewed for potential inclusion). Details regarding specialized area requirements such as evidence processing/storage, garage/sally-port areas, interview rooms (hard and soft), communications/dispatch, briefing room, intake areas, office rooms, armory room, locker rooms, break/exercise rooms, data room, and other specialized areas as determined by the Planning Team are to be described/reviewed. The potential of development of an Emergency Operations Center (EOC) or Emergency Command Post may be reviewed by the Planning Team for this facility. A questionnaire shall be developed for staff input and provided to the Planning Team for distribution.
- F. Information Management: The programming and concept floor plans shall include review of proposed spaces and equipment by Dane County Information Management (IM) staff. IM staff will be present at one or more of the joint Planning Team meetings listed above.
- G. Law Enforcement Planning Guidelines: Any guidelines for design, specification of materials, and protocols provided by the Dane Sheriff's Department shall be used in the development of the study. In addition, State of Wisconsin and National guidelines, such as the <a href="IACP Police Facility Planning Guidelines">IACP Police Facility Planning Guidelines</a>, shall be referenced as necessary for during concept design.
- H. Sustainable Design / Green Building Design shall be included in the programming considerations. While Dane County has not determined if this facility will pursue LEED® certification, the use of sustainable design practices are viewed as an important aspect of all county-sponsored construction projects.
- I. Future Phases for which proposals <u>may be requested</u> from the selected A/E by Dane County include: Schematic Design, Design Development, Construction Documents, Bidding Services and Construction Administration.

## 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in eight distinct sections or divisions:
  - 1. Signature Page, Fair Labor Practices Certification and Proposer's cover letter.

- 2. Description of firm's qualifications, related law enforcement design experience, organization and resources.
- 3. Brief list (min. of three, max. of five) of similar, specifically law enforcement related, projects previously completed with the project details, name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving public facilities as is being proposed. You may <u>separately</u> list additional professional references.
- 4. Description of planning and design techniques to be used in approaching the project.
- 5. List of staff that will be committed to the Work with their professional resumes. Actual consultant project engineer / architect will be interviewed if firm is short-listed. Include listing of other consultants who may participate in this project and their area of expertise.
- 6. Indicate staff availability and tentative timetable with project tasks for the Work, including all project phases.
- 7. Fee for services stated as fixed fee.
- 8. State clearly any limitations you wish to include in *Architectural / Engineering Professional Services Agreement* and advise of any conditions that you may have.

## 4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Project Personnel	15%
Strength / Capabilities	15%
Relative Experience	20%
Approach to Project	15%
Past Project References	10%
Planning Process	15%
Pricing / Cost Proposal	10%
Total	100%

## 5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Architectural / Engineering Professional Services Agreement*.
- B. Fee for services stated as fixed fee shall be submitted in the Proposals.

## 6. FACILITY TOUR

- A. AN INFORMATIONAL FACILITY TOUR WILL BE HELD NOVEMBER 21, 2019 AT 10:00 A.M. AT THE HUMAN SERVICES BUILDING. INTERESTED FIRMS ARE STRONGLY ENCOURAGED TO ATTEND THIS TOUR.
- A. Dane County will provide any existing programming that has been developed internally by the Sherriff's Department. Electronic drawings of the site will also be made available.

## 8. TIMETABLE

A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
November 7, 2019	RFP issued
November 21, 2019 @ 10 AM	Facility Tour
December 8, 2019 - 2:00 p.m.	Written inquiries due
December 13, 2019	Latest addendum (if necessary)
December 17, 2019 - 2:00 p.m.	Proposals due

## 9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Eric Urtes, Public Works Project Manager, 608/266-4798, urtes.eric@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, December 17, 2019.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

## FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER,

	APPLICANT or PROPOSER, which has a submitted a bid, ap contract or agreement with the county of Dane.	plication or proposal for a	
В.	That BIDDER, APPLICANT or PROPOSER has (check one):		
	not been found by the National Labor Relations Board Employment Relations Commission ("WERC") to have violate regarding labor standards or relations in the seven years prior to Certification.	ed any statute or regulation	
	been found by the National Labor Relations Board ("Employment Relations Commission ("WERC") to have violate regarding labor standards or relations in the seven years prior to Certification.	ed any statute or regulation	
Offi	cer or Authorized Agent Signature	Date	
Prin	ted or Typed Name and Title		

**NOTE:** You can find information regarding the violations described above at: <a href="www.nlrb.gov">www.nlrb.gov</a> and <a href="www.nlrb.gov">www.nlrb.gov</a> and <a href="www.nlrb.gov">www.nlrb.gov</a>

For reference, Dane County Ordinance 25.09 is as follows:

Printed or Typed Business Name

(1) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

Include this completed Certification with your bid, application or proposal.

## **COUNTY OF DANE**

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## **COUNTY OF DANE**

## ARCHITECTURAL / ENGINEERING PROFESSIONAL SERVICES AGREEMENT

SIGNAT	URE PAGE	
	Date:	[Date]
	Project No.:	319026
	Agreement No	.:
<b>THIS AGREEMENT</b> is between the County of D. Transportation, hereinafter referred to as "COUN hereinafter called the "A/E".	* *	
WITN	ESSETH	
WHEREAS, COUNTY proposes securing architectfollows:	ctural / engineering services	for a project described as
	AST PRECINCT REMODE	
WHEREAS, COUNTY deems it advisable to enservices in connection with this project, and	gage the services of the A/	E to furnish professional
WHEREAS, COUNTY has authority to engage suc	ch services, and	
WHEREAS, the A/E represents that it is in compliant the registration of architects and professional exprofessional services for COUNTY,		
NOW, THEREFORE, in consideration of the premparties hereto agree as set forth in the following page		
IN WITNESS WHEREOF, COUNTY and the A/I	E have executed this Agreem	ent as of the above date.
[A/E Firm Name	COUNTY OF DANE	
Signature Date	Joseph T. Parisi, County Exec	cutive Date
Printed Name	Scott McDonell, County Cler	k Date
Title		

Federal Employer Identification Number (FEIN)

## 1. ARTICLE 1: SCOPE OF AGREEMENT

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

The A/E shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the A/E shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

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

## 2.A. General:

2.A.1) Services are to be provided by the A/E in each of the following phases:

Study Phase – Architectural (Space Needs) Programming, Concept Floor Plan & Concept Site Design, and Concept Level / Opinion of Cost (to include construction of facilty, related site work, and design fees) for budget purposes. As outlined in the Scope of Work in the Requested Services and Business Information (RSBI) section of this Request for Proposals.

Future Phases for which proposals may be requested from the selected A/E bu COUNTY include:

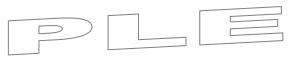
Schematic Design Phase

Design Development Phase

Construction Documents Phase

Bidding Phase / Assistance

Construction Administration



- 2.A.2) An assigned COUNTY Public Works Project Manager will be the A/E'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.
- 2.A.3) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

## 2.B. Study Phase:

- 2.B.1) The A/E shall obtain from COUNTY information and materials necessary to ascertain scope of the Project and shall verify with COUNTY program and functional requirements of the Project. This shall include gathering information from building users subject to approval by the COUNTY Public Works Project Manager.
- 2.B.2) The A/E shall submit to COUNTY in the Summary and Study, a construction cost estimate based on information provided by COUNTY and gathered by A/E for Final version of Study.
- 2.B.3) Study Phase deliverables shall be:
  - 2.B.3) a. Draft Study, electronic copies of:
    - (1) Word 2010 (or earlier version);
    - (2) Any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
    - (3) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

## 2.B.3) b. Final Study:

- (1) Original unbound, hard copy in 8½ x 11 and / or 11 x 17 format prints;
- (2) Four (4) bound, hard copies in 8½ x 11 and / or 11 x 17 format;
- (3) Electronic version of all documents delivered on a USB flash drive or compact disk:
  - (a) Word 2010 (or earlier version);
  - (b) Any other files (e.g., AutoCAD 2014, Excel 2010, PowerPoint 2010, etc. (or earlier versions)) included in Study; and
  - (c) Adobe Acrobat 11 (or earlier version) (PDFs converted from Word, AutoCAD, or other programs; minimize pdf file size by converting files rather than scanning printouts).

## 3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the A/E data known to COUNTY or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement. However, providing of documents by COUNTY shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. COUNTY will communicate to the A/E the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. COUNTY will coordinate review comments from the User agency and COUNTY staff prior to issuance to the A/E.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. COUNTY will prepare and process the Agreements between COUNTY and A/E, and between COUNTY and construction contractor(s).
- 3.H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

## 4. ARTICLE 4: COMPENSATION

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

	4.A.1)	COUNTY will pay the A/E a lump so	um fee of \$[ ].
	4.A.2)	such change is described as an A Agreement and approved by COUN	change orders to construction contracts unless dditional Service under Article 4.D. of this TY. When the A/E's Design Report estimate such revision is approved by COUNTY, the renegotiated.
	4.A.3)		construction bids exceed the fixed limit of s any COUNTY increases approved before ore of the following:
		4.A.3) a. Cooperate in revising the project cost;	project scope and quality as required to reduce
		4.A.3) b. Authorize the rebidding of	the project within a reasonable time; and / or
		4.A.3) c. Give written approval of a	n increase in such fixed limit.
	4.A.4)	acceptable construction bids exceeding	oject scope & necessary rebidding based lowesting the construction cost estimate approved at be as described in "2.F. Bidding Phase" section
4.B.	The A	E's Compensation for Additional Se	ervices, as described in Article 4.D., will be
		ted as follows:	,
	4.B.1)		] per hour, unless separate amounts are purposes of this Agreement, the Principals are:
		<u>[</u> ]	
		1	
		<u>[</u>	
	4.B.2)	Other design staff shall be billed at the	nese fixed rates:
		Senior design architect / engineer:	\$ per hour
		Junior design architect / engineer:	\$[ ] per hour
		Senior designer:	
		Junior designer:	\$[ ] per hour
		<u>Drafting:</u>	\$[ ] per hour
		Clerical:	\$ per hour
	4.B.3)	Employee's time shall be computed	using the employee's basic hourly salary and

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include overhead costs for clerical support and mandatory and customary benefits

such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

## 4.C. Reimbursable Expenses:

- 4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the A/E to check the accuracy of and entitlement to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:
  - 4.C.1) a. Expense of reproduction of drawings and specifications, excluding the review sets required in Article 2.
- 4.C.1) b. Expense of a site survey when needed.

  4.C.1) c. Expense of a geotechnical investigation and soils and material testing when required.
  - 4.C.1) d. Expense of State and / or City review fees when required.
  - 4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

## 4.D. Additional Services:

- 4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by COUNTY PRIOR to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the A/E's Agreement.
  - 4.D.1) a. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
  - 4.D.1) b. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish

changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.

- 4.D.1) c. Preparing detailed models, perspective or renderings.
- 4.D.1) d. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the A/E or its consultants.
- 4.D.1) e. Obtaining or participating in third party Value Engineering / Enhancement of the project when directed by COUNTY.
- 4.D.1) f. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
- 4.D.1) g. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.
- 4.D.1) h. Providing historical preservation research or documentation.
- 4.D.1) i. Providing specialized design services, including, but not limited to

  Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.
- 4.D.1) j. Participation in post-project evaluations.
- 4.E. Payments to the A/E:
  - 4.E.1) Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by COUNTY.
  - 4.E.2) No more than ninety percent (90%) of the A/E'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 A/E, COUNTY will determine how and when the remaining lump sum fee is disbursed.
  - 4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
  - 4.E.4) An A/E whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
    - 4.E.4) a. Payments to the A/E may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the A/E. COUNTY will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
  - 4.E.5) Payments to the A/E will not be withheld due to disputes between construction contractor(s) and COUNTY.

4.E.6) If the project is suspended for more than three (3) months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the project is resumed after being suspended for more than three (3) months, the A/E's compensation will be subject to renegotiation.

## 5. ARTICLE 5: ACCOUNTING RECORDS

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

## 6. ARTICLE 6: TERMINATION OF AGREEMENT

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

## 7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the A/E's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural / engineering design of the project, whether provided by the COUNTY or generated by the A/E, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

### 8. ARTICLE 8: LIABILITY-HOLD HARMLESS AND INDEMNIFICATION

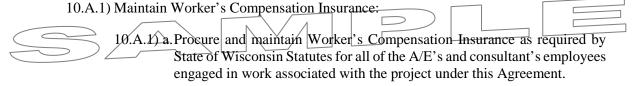
8.A. A/E shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of A/E furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of A/E under this paragraph shall survive the expiration or termination of this Agreement.

## 9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

9.A. The A/E and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The A/E shall provide up-to-date, accurate professional liability information on the A/E's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the A/E shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The A/E shall not cancel or materially alter this coverage without prior written approval by COUNTY. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

## 10. ARTICLE 10: OTHER INSURANCE

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



- 10.A.1) b.Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 10.A.2) Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.
- 10.A.3) Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 10.A.4) Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

## 11. ARTICLE 11: MISCELLANEOUS PROVISIONS

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

- 11.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.
- 11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
- 11.D. Successors, Subrogees and Assigns. COUNTY and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
- 11.E. Claims. The A/E's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Deputy Public Works Director for review and resolution. The decision of the Deputy Public Works Director shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and A/E,
- 11.G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 11.H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 11.I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

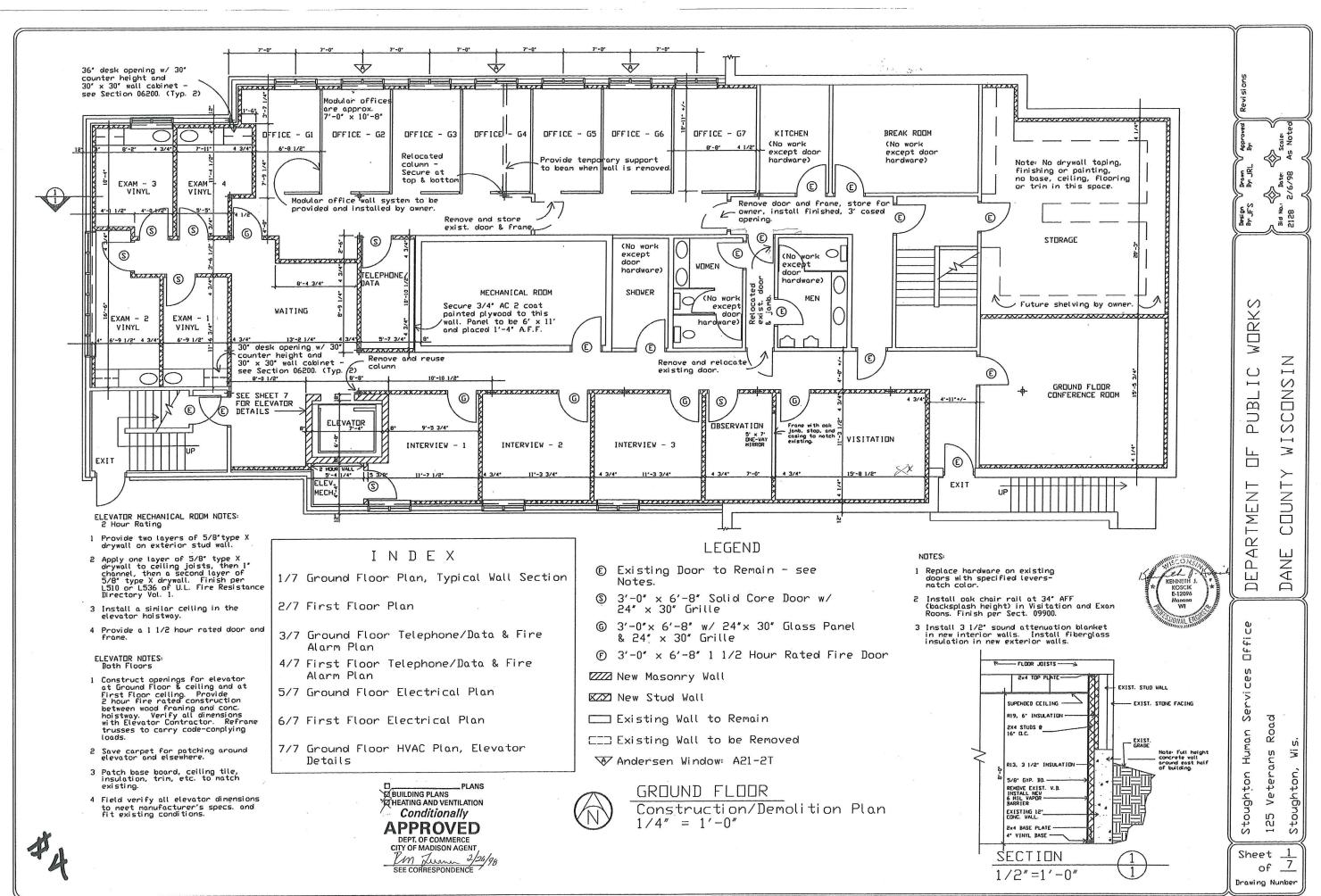
## 12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

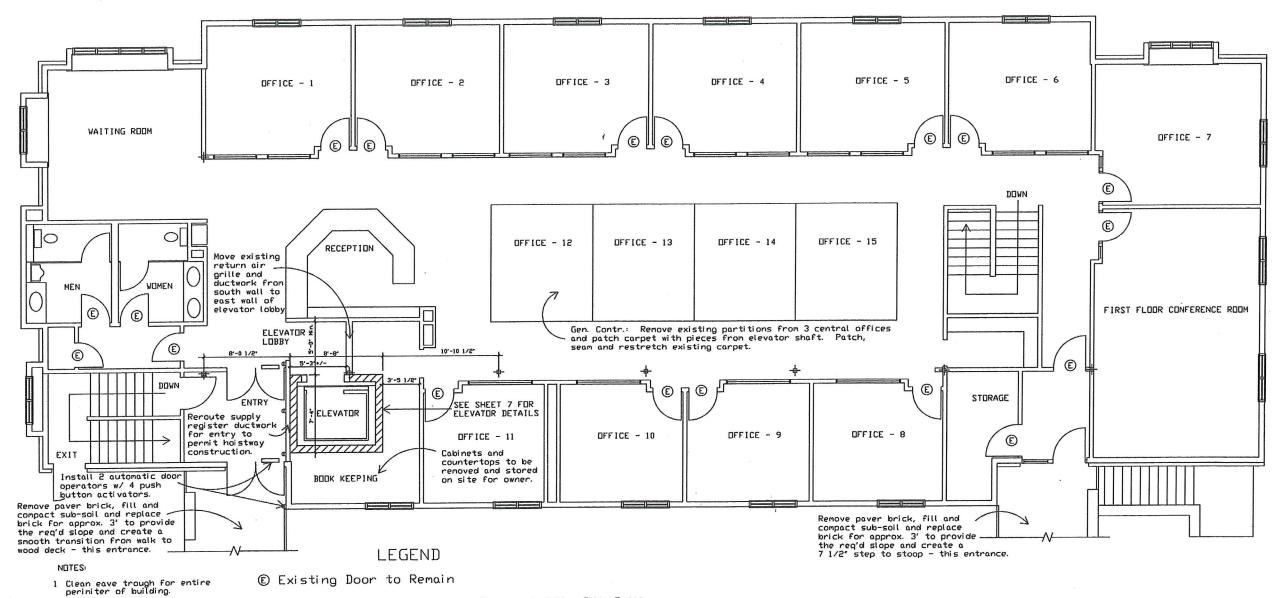
12.A. During the term of this Agreement, A/E agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation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

## 12.B. Civil Rights Compliance:

- 12.B.1) If A/E has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the A/E shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. A/E shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. A/E shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If A/E has less than twenty (20) employees. but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If A/E submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of A/E's Plan is sufficient.
- 12.B.2) A/E agrees to comply with the COUNTY's civil rights compliance policies and procedures. A/E agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the A/E. A/E agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. A/E further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- 12.B.3) A/E shall post the Equal Opportunity Policy, the name of A/E's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. A/E shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- 12.B.4) A/E shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.







- 2 Replace hardware on existing interior doors with specified levers match color.
- \$ 3'-0"  $\times$  6'-8" Solid Core Door \$ 24"  $\times$  24" Grille
- @ 3'-0" x 6'-8" 24" x 30" Glass Panel Door w/ 24" x 24" Grille
- ⊕ 3'-0" x 6'-8" 1 1/2 Hour Rated Fire Door
- WWW Masonry Wall
- Existing Wall to Remain
- [ Existing Wall to be Removed



FIRST FLOOR Construction/Demolition Plan 1/4'' = 1'-0''

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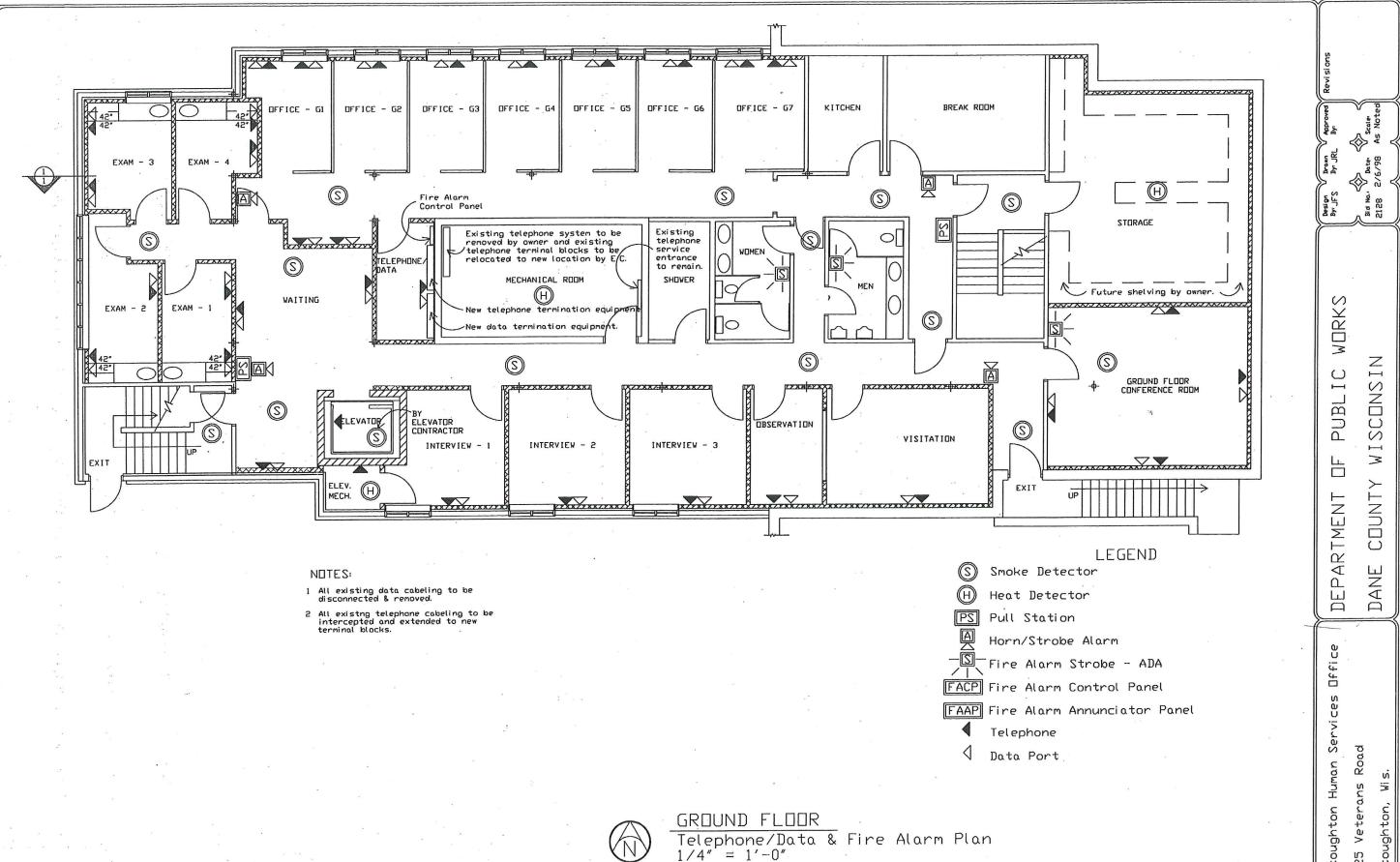
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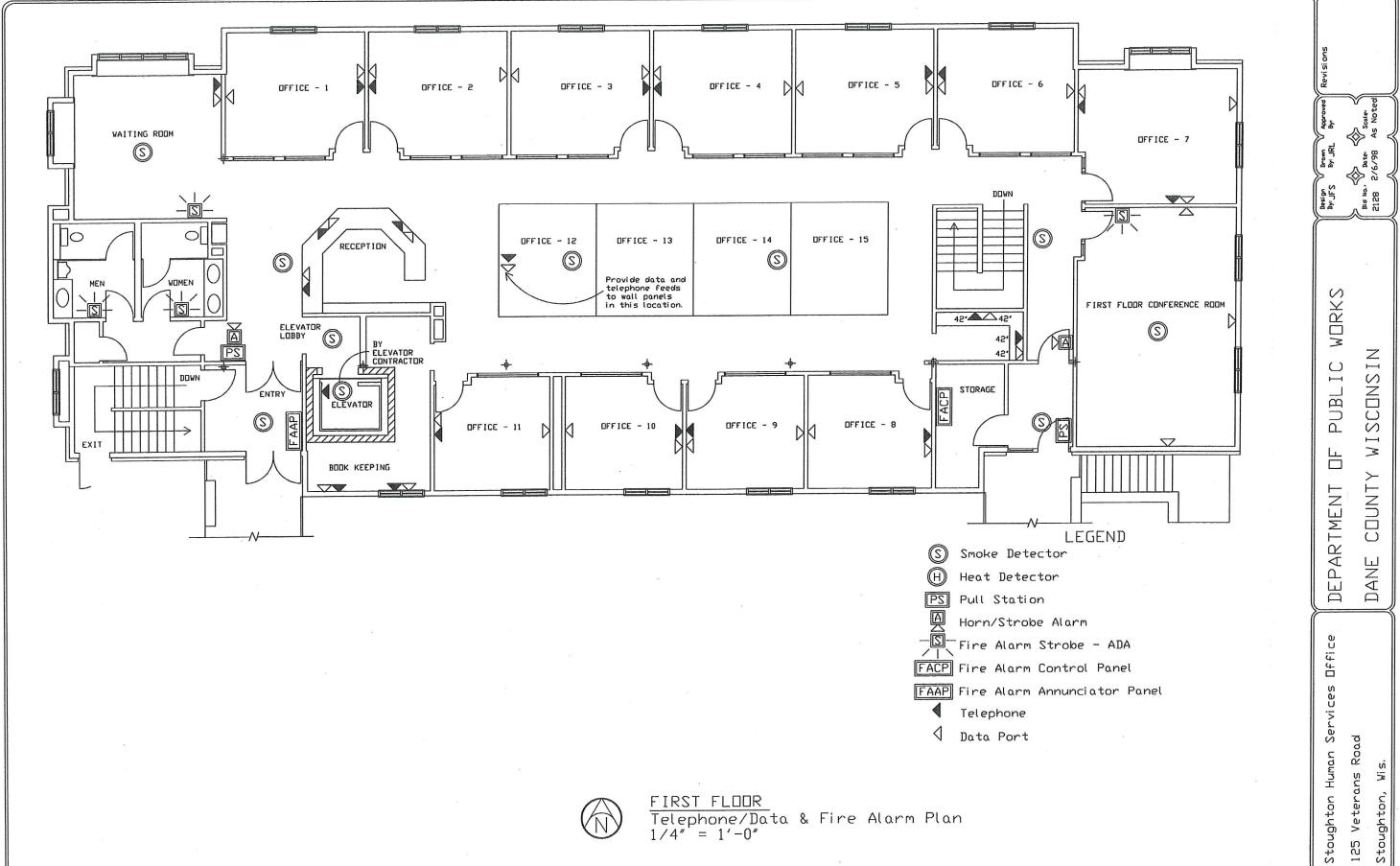
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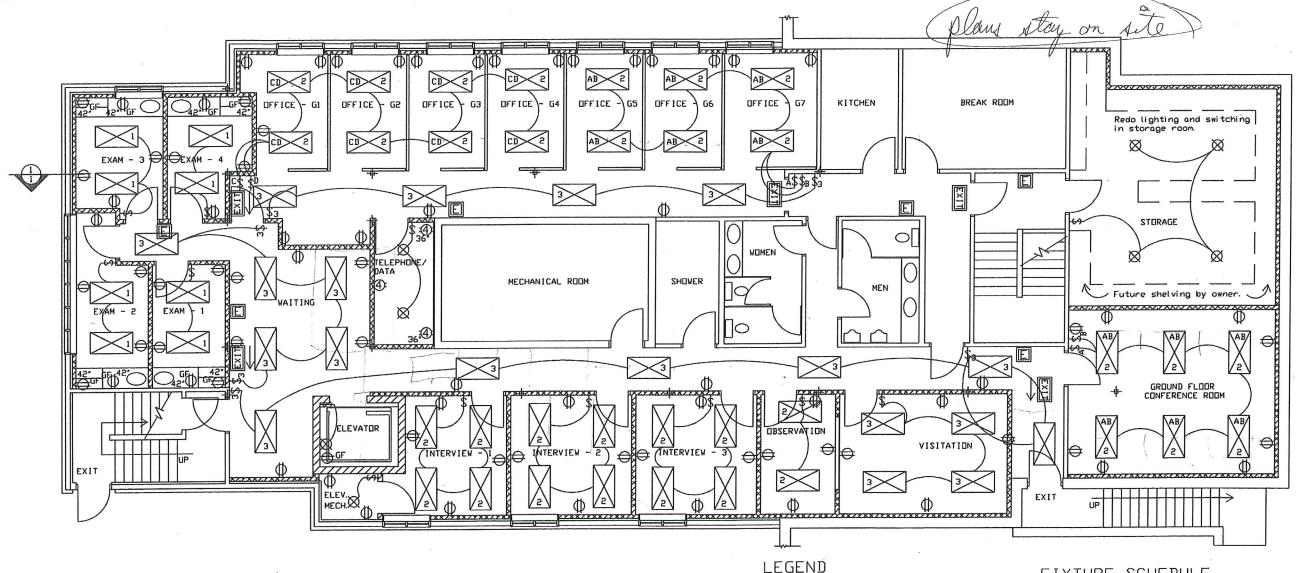
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Sheet  $\frac{3}{7}$  of  $\frac{7}{7}$ 



Sheet  $\frac{4}{7}$  of  $\frac{7}{7}$ 



## ELECTRICAL NOTES:

- 1 Provide 100 Amp, 30 Space Square-D NGOD Series Panel Board to serve new devices in remodeled area. See Project Engineer for location.
- 2 Elevator to be served from 400 Amp Distribution Panel Board in main mechanical room. Verify requirement with Elevator Contractor.
- Refer to Specification Division 16 for Circuitry requirments for remodeled area.
- 4 Do not exceed 1920 Watts per 20 Amp Circuit.
- 5 Provide power to 2 Automatic Door Operators and 4 Control Pads on First Floor.
- 6 Existing lighting and devices in remodeled areas shall be disconnected and removed back to source.
- 7 Existing lighting and devices in areas not affected by remodeling shall
- 8 Provide Dedicated Circuit with Lock-on capability for Fire Alarm Control Panel.
- 9 Existing Exit Lights may be reused if they meet code and directional arrow is correct for location.

- Light Switch
- Three-way Light Switch
- OF Duplex G.F. I. Dutlet
- Duplex Dutlet
- Quadplex Dutlet
- Emergency Light Fixture
- ⋈ Porcelain Incandescent Fixture
- EXII Exit Light

2'x4' T8 Fluorescent Fixture



GROUND FLOOR Electrical Plan 1/4'' = 1'-0''

## FIXTURE SCHEDULE

- 3 Lamp, 120 V, 2'x4' Fluorescent Fixture with Prismatic Lens and Electronic Ballast
- 3-Lamp, 120 V, 2'x4' Fluorescent Fixture with Parabolic Lens and Electronic Ballast
- 2-Lamp, 120 V, 2'x4' Fluorescent Fixture with Parabolic Lens and Electronic Ballast

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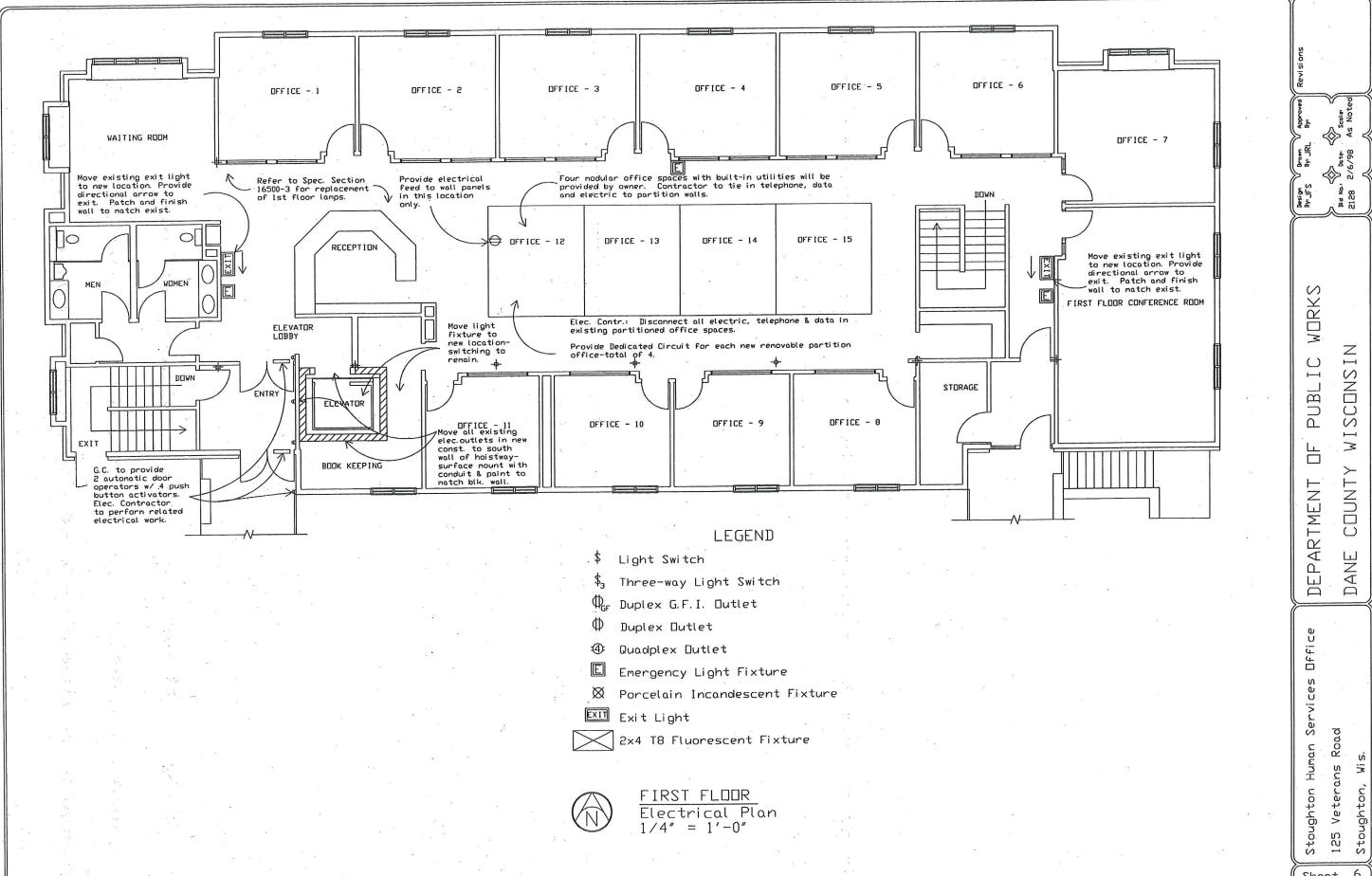
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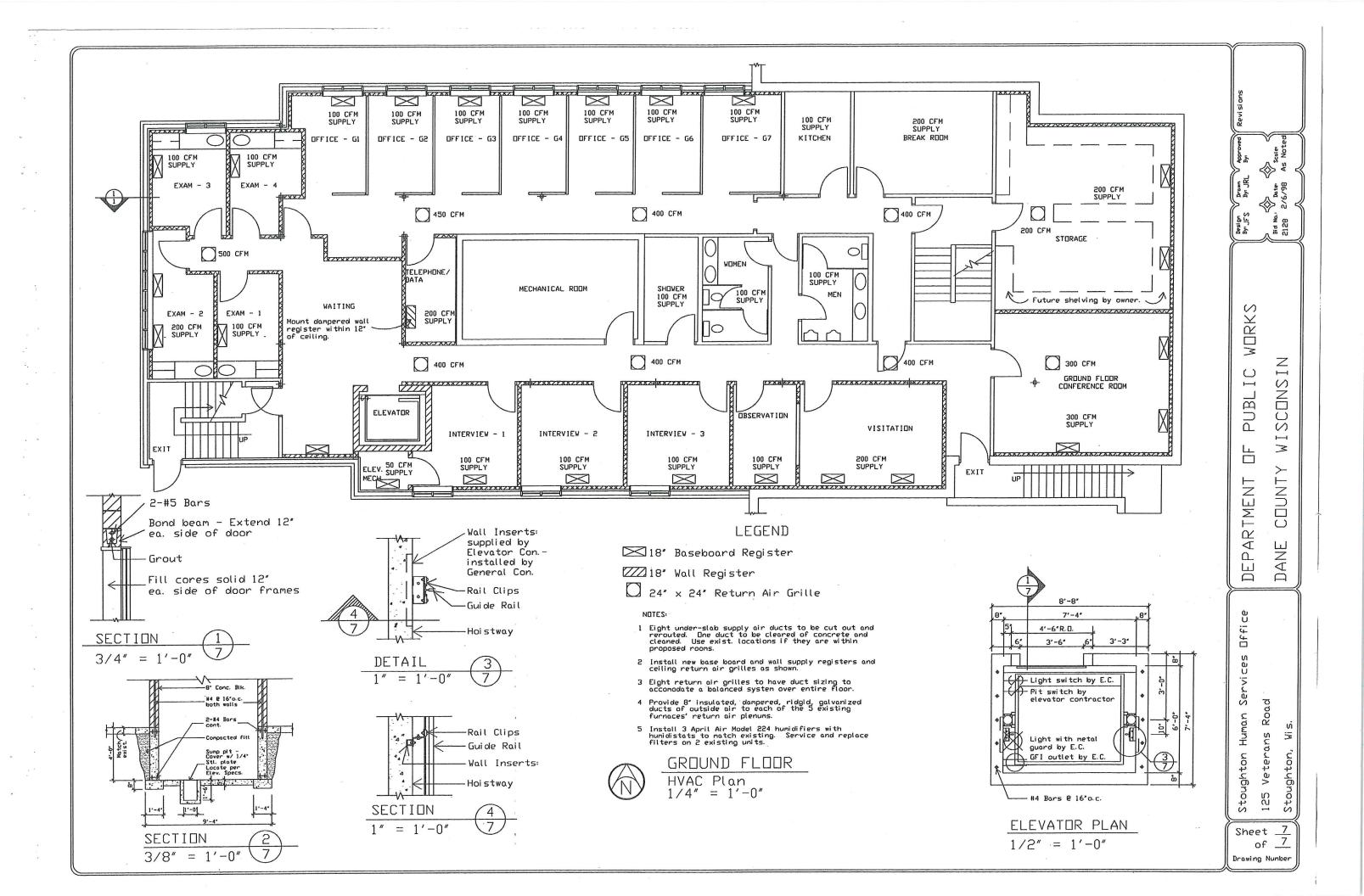
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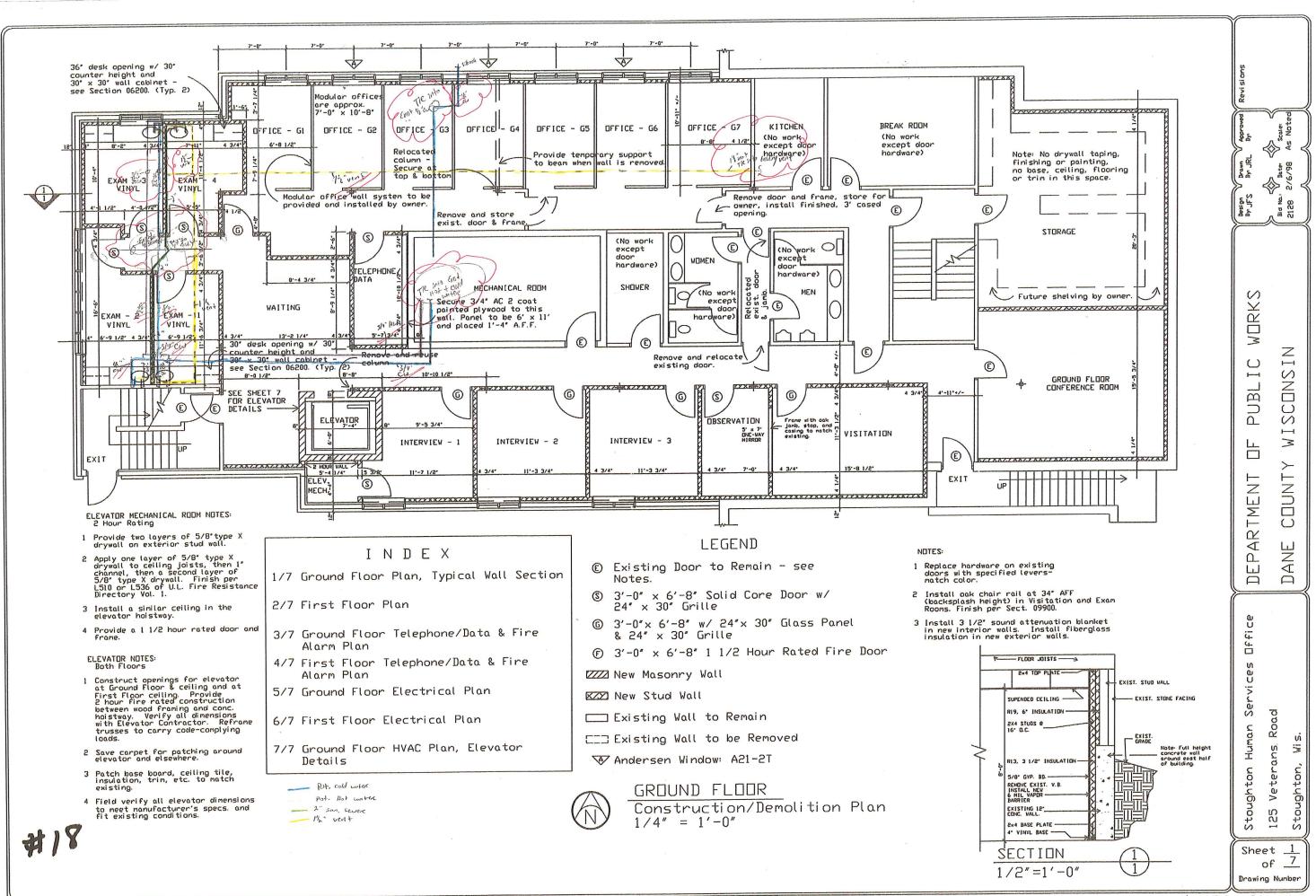
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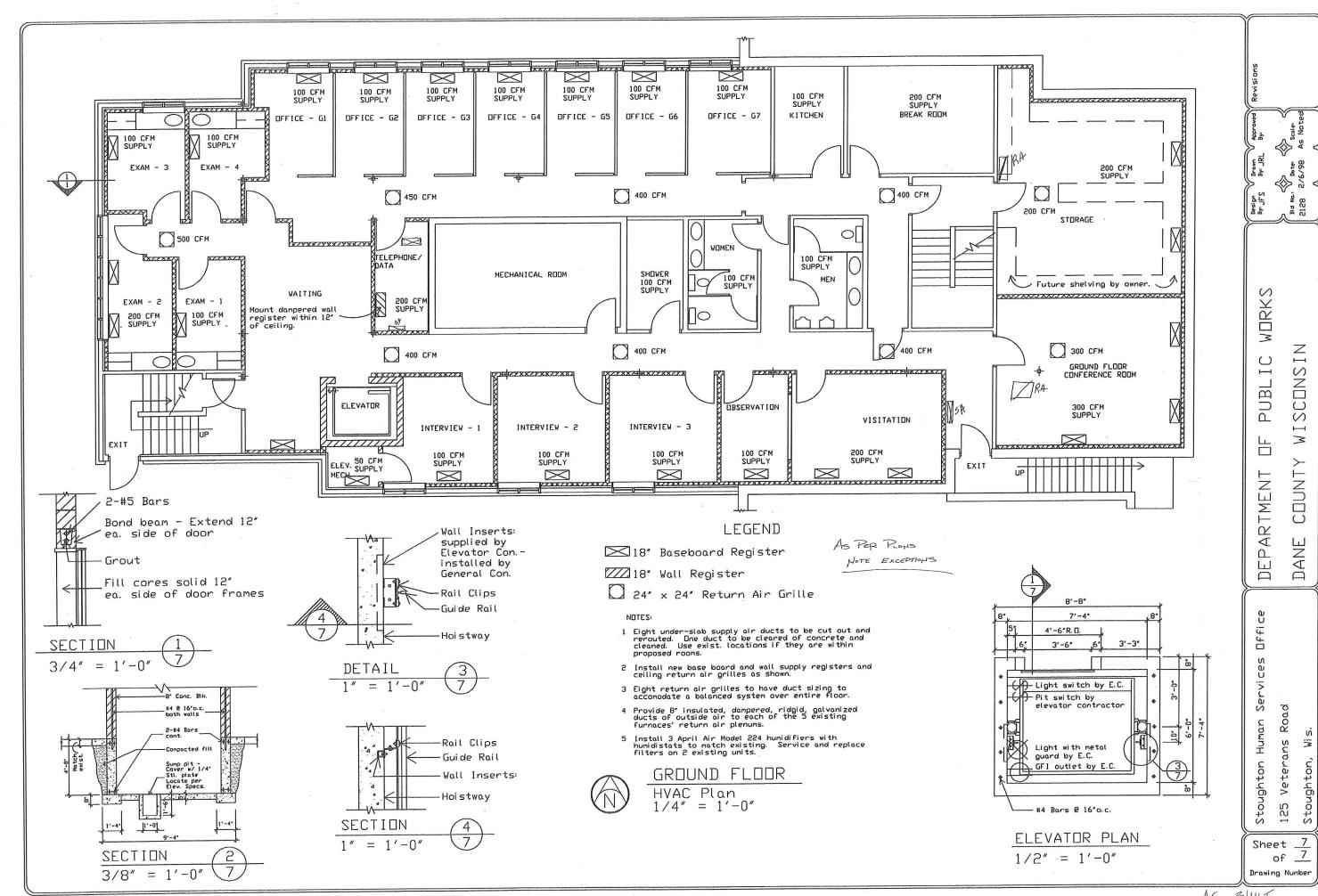


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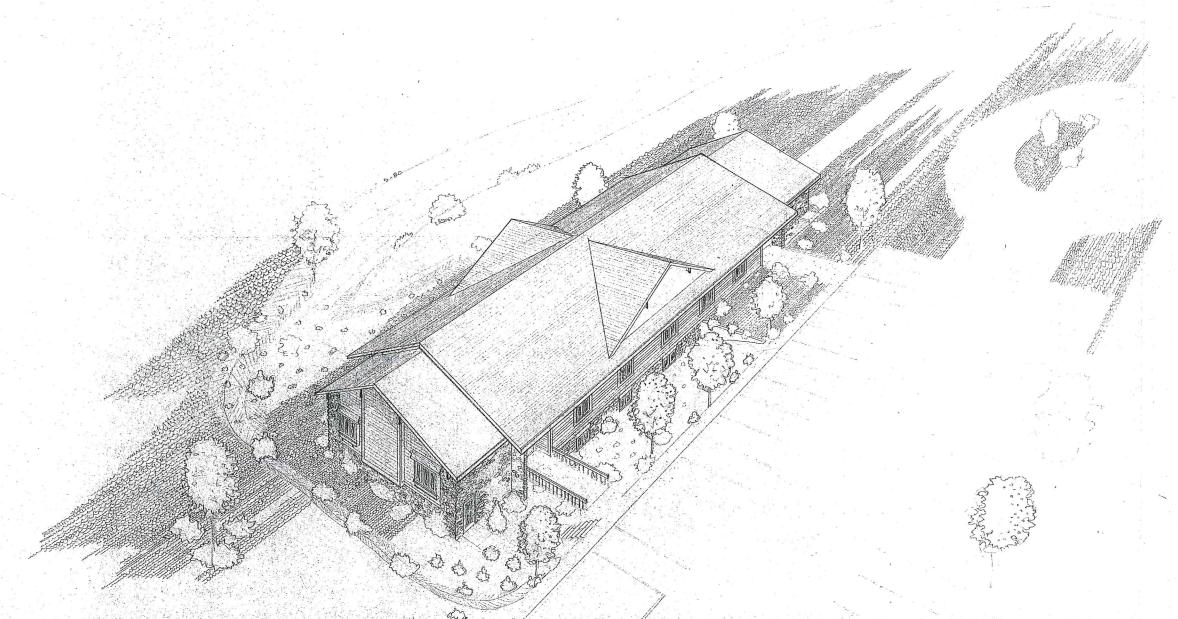




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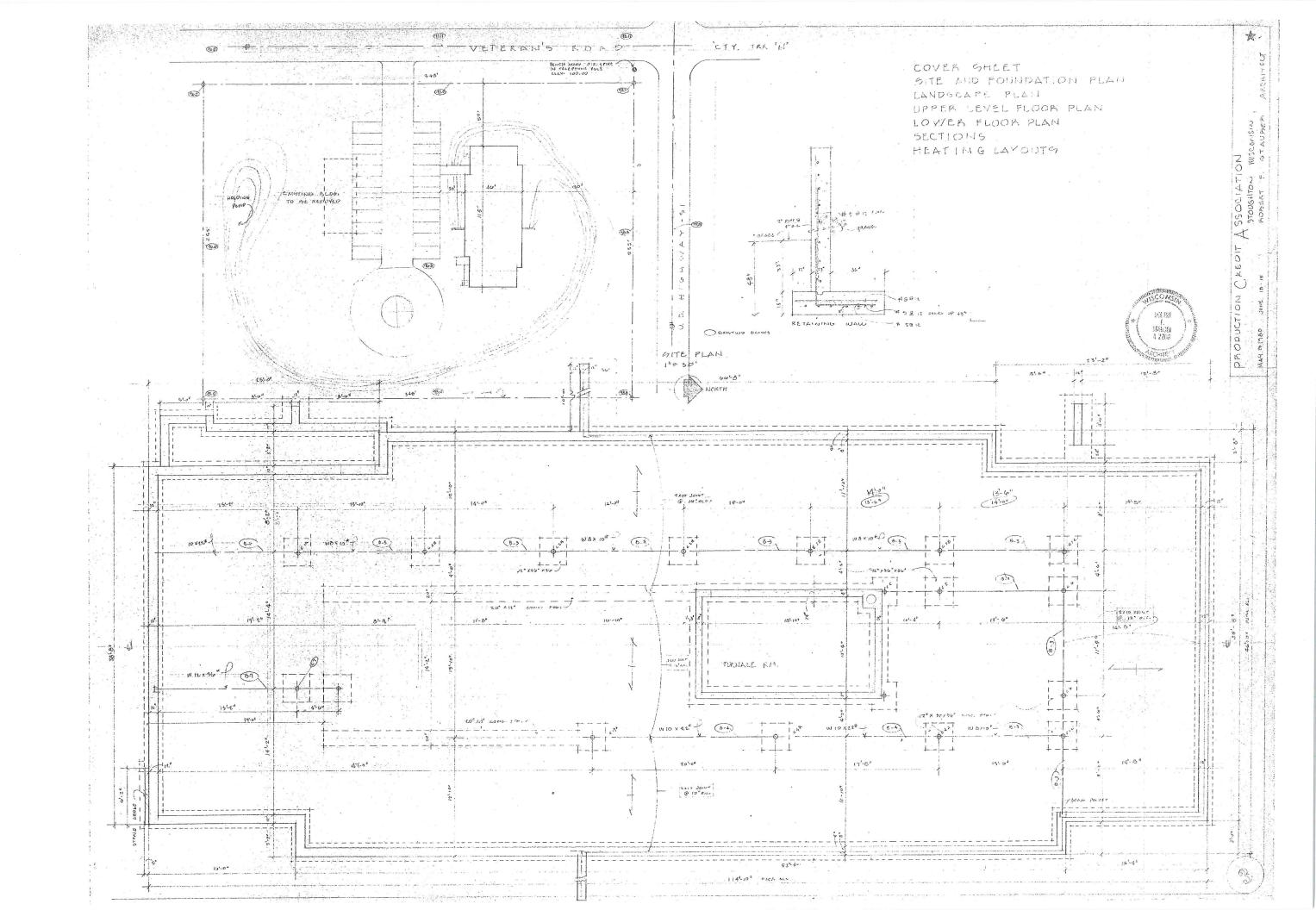
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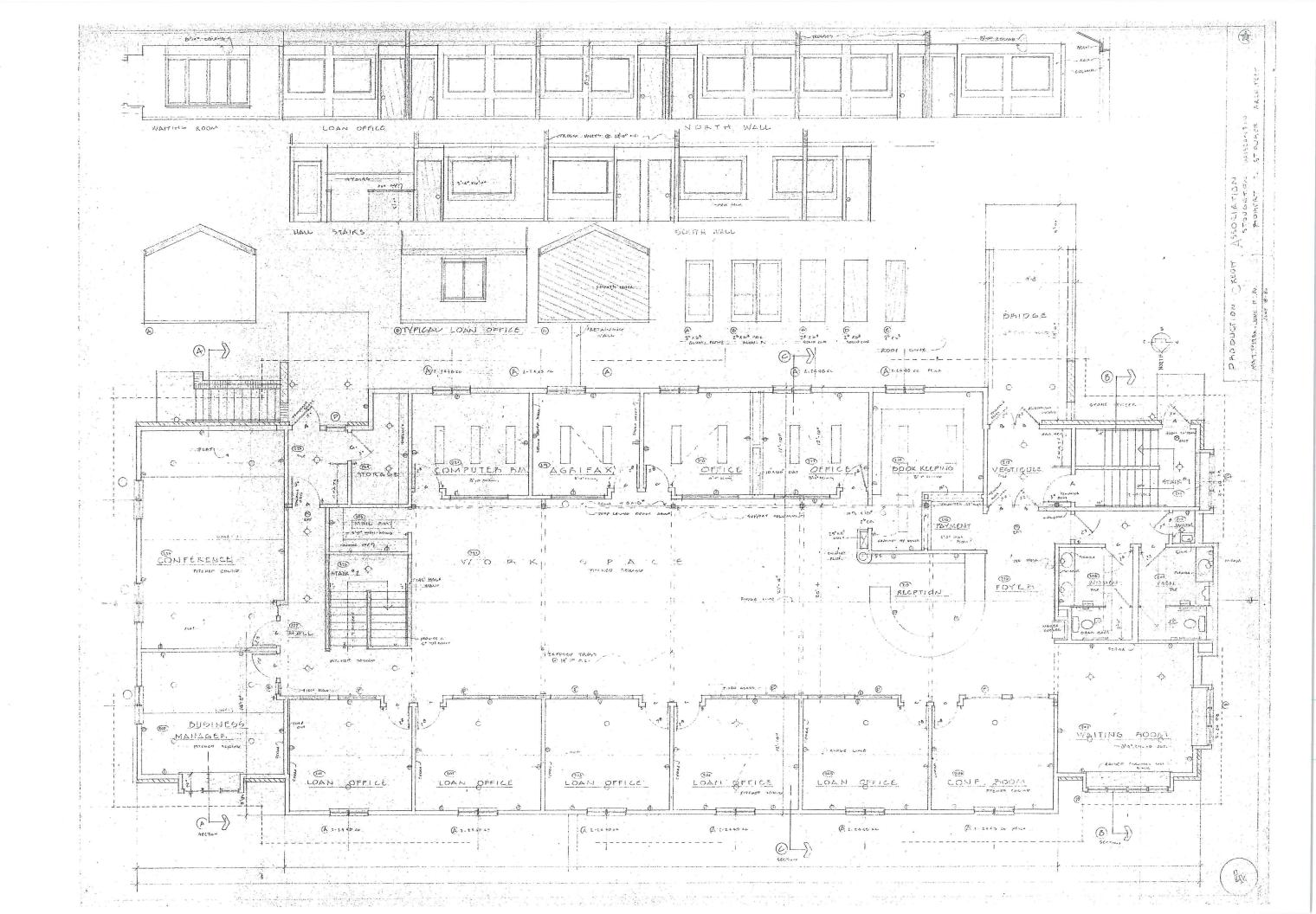


## PRODUCTION CREDIT ASSOCIATION



ROBIE BIT F. STAUBER ABLH.





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