

**CITY OF MADISON
ADVERTISEMENT TO REQUEST STATEMENTS OF QUALIFICATIONS
FOR ARCHITECT CONSULTANT SERVICES FOR
METRO TRANSIT NAKOOSA TRAIL SATELLITE BUS FACILITY**

The City of Madison requests statements of qualifications for architectural and engineering design services for the project.

Architectural consultants wishing to be considered for this project should submit 5 printed copies of their statements of qualifications, and one electronic copy in .pdf format on a CD or flash drive, to Jim Whitney, Dept. of Public Works, City-County Bldg. Rm. 115, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703, no later than 4:00 P.M., FRIDAY, JANUARY 6, 2017. Direct questions to Jim Whitney at (608) 266-4563.

The Project is the development and preparation of predesign services including space and equipment programming, schematic design services, and construction cost estimating services for the design and construction of a new building, including site development, for the Madison Metro Transit Trail Satellite Bus Facility located at Nakoosa Trail and Commercial Avenue in Madison, Wisconsin.

The Madison Metro Transit Satellite Bus Facility will accommodate new bus storage and will relieve overcrowding at the current East Washington Avenue facility. It will include areas for bus storage, bus wash, maintenance and repairs, parts and materials, operations, administration offices and support spaces, and similar areas.

The new satellite bus facility functionalities will include preventative maintenance, running repair, and vehicle service to ensure that every vehicle is reliable, safe, clean, efficient, and comfortable. Vehicle service will include fueling, vacuuming, interior cleaning and exterior cleaning of each bus. It will need to be designed to accommodate the needs for future zero emissions vehicles such as all electric, CNG, or hydrogen fueled vehicles.

The building will be around 165,000 square feet. It will accommodate up to twenty (20) 40-foot standard buses and thirty-six (36) 60-foot articulated buses.

Site development will include around 5.75 acres of land.

The building site is located within zoning district IL - Industrial Limited.

Architectural programming and master planning services were completed in April 2015 for the Nakoosa Trail Fleet Services Facilities. The completed master plan study includes space needs programming, equipment programming, preparation of various master site plan concepts, conceptual schematic floor plan designs, and preliminary cost estimating. It includes Phase I short term plans for a new building for the Fire Maintenance Facility; and Phase II long term plans for a combined building for Fleet Services, Fire Maintenance, and the Communications Radio Shop. The master plan study has explored potential additional uses of the remaining site

areas for the future Madison Metro Transit Satellite Bus Facility. The next phase of design work will move forward with master site plan option "I". Copies of the completed master plan study report can be found on the City's website at

<http://www.cityofmadison.com/business/pw/requestForProposals.cfm>.

The scope of services for the architect consultant will include pre-design and space programming services, equipment planning, site planning, schematic design, and cost estimating. Design development, construction documents, bidding, and construction administration are not included in the scope of services for this phase of the project.

The project shall include interior and exterior building design and site design, and will include all aspects of architectural and engineering design including architectural, civil, landscape, mechanical, plumbing, fire protection, electrical, structural, interior and exterior signage, FF&E, technology including audio/visual, security, fiber/data/networking, WAP's and other related technology and similar services. The project shall be designed in Autodesk Revit.

The architect consultant shall provide a local Madison area 3rd party general building contractor to prepare construction cost estimating services as the architect's subconsultant during all design phases of the Project.

This Project shall include professional architectural and engineering design services for site and building improvement that will achieve LEED Certification-Silver following the U.S. Green Building Council's LEED for New Construction (LEED-NC) Rating System (for a copy of the LEED-NC Rating System go to www.usgbc.org and click on LEED). The Architect shall provide LEED administration, supporting services, workshops, certification plans, specifications, certification documentation, building systems commissioning, and final LEED certification reporting. The environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in sustainable technologies that address waste reduction, energy efficiency, water efficiency, storm water management, materials and resources, indoor environmental quality, operations, and maintenance.

The Project is scheduled for schematic design and preliminary construction cost estimating in 2017.

The preliminary construction budget, including site development work, for this project is around \$25,000,000.

The primary consultant shall be an Architect licensed design professional. A copy of the basic Owner-Consultant (Architect) contract that the City anticipates using for this contract is available upon request. The City does not anticipate making changes to the language in the purchase of services contract.

Minimum A/E Team Qualifications:

- Architects (including principal, project manager, project architect, and construction administrator, landscape): Licensed and 10 years experience
- Interior Designer: Licensed with 10 years experience

- Structural Design: PE license with 10 years experience
- HVAC Design: PE license with 10 years experience
- Electrical Design: PE license with 5 years experience
- Plumbing/Fire Protection Design: PE license with 5 years experience; or certified “Designer of Engineering Systems” with 15 years experience
- Lighting Design: PE license and 5 years experience or certified “Designer of Engineering Systems” and 15 years experience
- Acoustical, Security, A/V and other peripheral consultants shall have appropriate credentials.

Respondents are notified that materials submitted to the City in response to this request become public documents. The documents are then available to the public as governed by the "open records" statutes of the State of Wisconsin.

This project includes Federal grant funding. The successful candidate must be agreeable to the applicable USDOT/FTA Terms and Conditions. Refer to Exhibit-A.

Metro Transit is currently in the review process of obtaining Categorical Exclusion (CE) approval for environmental impact acceptance from the USDOT/FTA for this project. The City of Madison will enter into a design contract only after the Categorical Exclusion (CE) is approved by the USDOT/FTA.

CONSULTANT WILL BE EXPECTED TO PERFORM THE FOLLOWING:

1. Provide pre-design services including space programming, equipment programming, space summaries, and master site planning.
2. Provide professional architectural and engineering design services for pre-design, master site planning, and schematic design that shall include architectural, civil, landscape, structural, HVAC, plumbing, electrical power, lighting, communications, interior design, FF&E, A/V technology, and similar disciplines.
3. Develop statements of the estimated costs of construction.
4. Develop time schedules for the project indicating the expected progress of work including design, bidding, contract award, and construction.

PERFORMANCE OF THE ABOVE SHALL INCLUDE THE FOLLOWING:

1. Make design presentations to appropriate City user groups, and prepare appropriate presentation materials.
2. Make design presentations to local area neighborhood groups, and prepare appropriate presentation materials.
3. Meet and confer with regulatory agencies as required to obtain necessary approvals and

permits. This shall include, but not limited to, Urban Design Commission, Plan Commission, Board of Public Works, Common Council, Zoning, Building Inspection Plan Review, Department of Commerce, Department of Natural Resources, Department of Transportation, Fire Department, City Engineering, Traffic Engineering, and similar agencies or committees.

4. Meet and confer with City staff and others as needed or requested by the City, to complete all aspects of this project.
6. Prepare and distribute meeting minutes.

POTENTIAL CONSULTANTS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION:

1. A description of the qualifications, experience, organization and resources of the firm.
2. A list of similar types of work previously completed, with the name and address of clients for whom the work was done.
3. A list of staff that will be committed to the project, with their professional resumes.
4. A description of techniques intended to be used in design delivery approach of the project.
5. A description of techniques intended to be used for green building design and LEED-NC certification.
6. A description of subconsultants, if any are contemplated, indicating what portion of the work is to be done by them.
7. A description of techniques intended to be used by 3rd party construction cost estimating services.
8. Intent to comply with the Affirmative Action Ordinance of the City of Madison.
9. Intent to comply with the insurance requirements of the City of Madison, which are as follows:

Workers Compensation	Statutory
Commercial General Liability	
Per Occurrence	\$1,000,000
Annual Aggregate (per project)	2,000,000
Automobile Liability (CSL)	1,000,000
Umbrella Liability	2,000,000
Professional Liability Coverage	2,000,000

The City of Madison, it's officers, officials, agents and employees shall be listed as an Additional Insured on General Liability.

Electronic version of these documents may be obtained at any of the following online locations:
State of Wisconsin, VendorNet System – www.vendornet.state.wi.us
City of Madison Public Works – www.cityofmadison.com/business/pw/requestforproposals.cfm
Demand Star by On via:- www.demandstar.com

Interested consultants shall submit five (5) printed copies of their statements of qualifications, and one electronic copy in .pdf format on a CD or flash drive, to the Engineering Division by 4:00 PM on Friday January 6, 2017. Submit qualifications to:

Jim Whitney
City of Madison, Department of Public Works
Engineering Division, Room 115
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Please carefully review the Request for Qualifications (RFQ) and follow all instructions. The successful consultant must be agreeable to the City Of Madison standard contract language in the sample purchase of services contract. Questions regarding this project may be directed to Jim Whitney at 608-266-4563 or jwhitney@cityofmadison.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Phillips". The signature is stylized with large, flowing loops.

Robert F. Phillips, P.E.
City Engineer



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

***Your contract **MUST** include the following information,
or it will not be signed by the City.***

- ☐ Check one box at top of Page 1 for the type of business entity.
- ☐ Sections 3 & 4 will be completed by the City and should be complete before you sign.
- ☐ Put a name in Sec. 7.A. – person responsible for administering the contract.
- ☐ **Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV.
 - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this with your City contact person and **check A**.
 - If this is your first applicable Contract with the City, and/or you don't have a plan on file, and you are not exempt as noted in sec. 13.B., **check B**. You must file a plan within 30 days. The Model Affirmative Action Plan is here: www.cityofmadison.com/dcr/documents/AAP-VS.doc
 - If you are exempt because you have fewer than 15 employees, **check C**, and complete the Request for Exemption form available here: www.cityofmadison.com/dcr/aaFormsVS.cfm
 - If you have 15 or more employees but you will be paid less than \$25,000 by the City, in total annual business for the calendar year, (including this contract) **check D**.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- ☐ Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- ☐ Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- ☐ Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- ☐ Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 28.

Insurance Instructions:

Certificate Holder: City of Madison
Attn: Risk Manager
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:
www.cityofmadison.com/finance/documents/CertInsurance.pdf

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Architect)

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor" or "Architect."

The Architect is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by Architect) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Architect will perform the following services and be paid according to the following schedule(s) or attachment(s):

METRO TRANSIT NAKOOSA TRAIL SATELLITE BUS FACILITY: The purpose of this contract is for the provision of architectural and engineering design services including pre-design and programming, master site planning, and schematic design of the Madison Metro Transit Satellite Bus Facility, including site development work, located on Lots 2 through 6 at Nakoosa Trail and Commercial Avenue, Madison, Wisconsin, as described in the ____-page "Scope of Services and Schedule of Payments" - Madison Metro Transit Satellite Bus Facility, contract No. 7678, including all exhibits attached thereto, incorporated herein and attached as Attachment No. 1.

Attachment No. 1 shall include the following exhibits:

Exhibit 'A': 22-page USDOT/FTA Terms and Conditions

Exhibit 'B': 313-page Phase 1 Report: Nakoosa Trail Programming & Master Planning Study dated October 6, 2014

Exhibit 'C': ____-page _____ Fee Proposal Letter dated _____

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be two (2) years from the date of final signature by the City.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Architect shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Architect and employees of Architect.

7. **DESIGNATED REPRESENTATIVE.**

- A. Architect designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Architect will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Architect. This order will constitute authorization to proceed, unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Architect shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Architect's services are completed when the City notifies the Architect in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Architect, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Architect. If at any time the Architect believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Architect shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

- C. Services by the Architect shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Architect and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.
- E. The Architect shall notify the City in writing when the Architect has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Architect, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Architect to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Architect shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Architect therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Architect agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Architect further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is

exempt. If the Contractor is not exempt, sec. 13.B(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Robert Phillips, P.E., City Engineer

(Department or Division Head)

Dept. of Public Works, Engineering Division, City-County Building, Room 115

210 Martin Luther King Jr. Blvd., Madison, Wisconsin 53703

FOR THE ARCHITECT:

16. **STATUS OF ARCHITECT/INDEPENDENT/TAX FILING.**

It is agreed that Architect is an independent Contractor and not an employee of the City, and that any persons who the Architect utilizes and provides for services under this Contract are employees of the Architect and are not employees of the City of Madison.

Architect shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Architect is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Architect for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Architect. The Architect is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Architect waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Architect agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Architect receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Architect for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Architect shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Architect and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Architect warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Architect shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Architect for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Architect for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Architect shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Architect will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Architect under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Architect under this Agreement, any amount the City determines the Architect owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Architect.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Architect believes the extra services entitle it to extra compensation or additional time, the Architect shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Architect's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Architect shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Architect's submittal and respond in writing, either authorizing the Architect to perform the extra service, or refusing to authorize it. The Architect shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Architect shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Architect, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Architect, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Architect under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Architect with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Architect and accepted by the City.

26. **INDEMNIFICATION.**

Architect shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Architect's and/or subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **STANDARD OF CARE.**

The Architect agrees that all work performed under this Contract shall be performed in accordance with good, sound architectural design and applicable engineering, geological, or other applicable professional or trade practices, shall be in conformity with any applicable data, specification, and design criteria attached to or included by reference in this Contract, and that performance under this Contract shall reflect the Architect's best professional knowledge, skill and judgment.

Architect shall, to the best of his/her information and knowledge, prepare all design and construction plans and documents and other materials or deliverables required under this Contract in such a manner to be accurate, coordinated and adequate for construction and the Architect shall review all of the same for conformity and compliance with all applicable laws, codes and regulations.

28. **INSURANCE.**

A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 28. C., below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

The original drawings and specifications, renderings, models, scale details, approved copies of shop drawings, record drawings and other such documents prepared by the Architect pursuant to this Contract shall become the property of the City on completion and acceptance of the Architect's work, or upon termination of the Contract, and shall be delivered to the City.

The City will not unilaterally construct additional building(s) based on the architectural work produced under this Contract, without written Agreement by the Architect. Documents prepared under this Contract may be distributed by the City for informational purposes without additional compensation to the Architect.

Specifications and isolated, detail drawings inherent to the architectural design of the project, whether provided by the City or generated by the Architect, shall be available for future use by the parties to this Contract and other parties, each at their own risk.

If design and documentation has been completed using automated or computerized techniques, the Architect shall provide a copy of project documents upon request in a format approved by the City.

30. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless Contractor is not subject to the requirements of Section 4.20, Madison General Ordinances, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

31. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

32. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS. (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)**

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

33. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

34. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

35. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____

Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____

Kathryn L. Schwenn, CPA, Accountant 3
Designee of Finance Director

Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
METRO TRANSIT NAKOOSA TRAIL SATELLITE BUS FACILITY
CONTRACT NO. 7678

In this Attachment No. 1; the word “City” means City of Madison, Wisconsin. The word “A/E” means the licensed architectural and engineering design professional _____, and the word “General Building Contractor” means the entity which will construct the structure; and the word “Project” shall mean the construction of Metro Transit Nakoosa Trail Satellite Bus Facility.

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INTRODUCTION

The Project is the development and preparation of predesign services including space and equipment programming, schematic design services, and construction cost estimating services for the design and construction of a new building, including site development, for the Madison Metro Transit Satellite Bus Facility located at Nakoosa Trail and Commercial Avenue in Madison, Wisconsin.

The Madison Metro Transit Satellite Bus Facility will accommodate new bus storage and will relieve overcrowding at the current East Washington Avenue facility. It will include areas for bus storage, bus wash, maintenance and repairs, parts and materials, operations, administration offices and support spaces, and similar areas.

The new satellite bus facility functionalities will include preventative maintenance, running repair, and vehicle service to ensure that every vehicle is reliable, safe, clean, efficient, and comfortable. Vehicle service will include fueling, vacuuming, interior cleaning and exterior cleaning of each bus. It will need to be designed to accommodate the needs for future zero emissions vehicles such as all electric, CNG, or hydrogen fueled vehicles.

The building will be around 165,000 square feet. It will accommodate up to twenty (20) 40-foot standard buses and thirty-six (36) 60-foot articulated buses.

Site development will include around 5.75 acres of land.

The building site is located within zoning district IL - Industrial Limited.

Architectural programming and master planning services were completed in April 2015 for the Nakoosa Trail Fleet Services Facilities. The completed master plan study includes space needs programming, equipment programming, preparation of various master site plan concepts, conceptual schematic floor plan designs, and preliminary cost estimating. It includes Phase I short term plans for a new building for the Fire Maintenance Facility; and Phase II long term plans for a combined building for Fleet Services, Fire Maintenance, and the Communications Radio Shop. The master plan study has explored potential additional uses of the remaining site areas for the future Madison Metro Transit Satellite Bus Facility. The next phase of design work will move forward with master site plan option "I". Copies of the completed master plan study report can be found on the City's website at <http://www.cityofmadison.com/business/pw/requestForProposals.cfm>.

The scope of services for the architect consultant will include pre-design and space programming services, equipment planning, site planning, schematic design, and cost estimating. Design development, construction documents, bidding, and construction administration are not included in the scope of services for this phase of the project.

The project shall include interior and exterior building design and site design, and will include all aspects of architectural and engineering design including architectural, civil, landscape, mechanical, plumbing, fire protection, electrical, structural, interior and exterior signage, FF&E, technology including audio/visual, security, fiber/data/networking, WAP's and other related technology and similar services. The project shall be designed in Autodesk Revit.

The architect consultant shall provide a local Madison area 3rd party general building contractor to prepare construction cost estimating services as the architect's subconsultant during all design phases of the Project.

This Project shall include professional architectural and engineering design services for site and building improvement that will achieve LEED Certification-Silver following the U.S. Green Building Council's LEED for New Construction (LEED-NC) Rating System (for a copy of the LEED-NC Rating System go to www.usgbc.org and click on LEED). The Architect shall provide LEED administration, supporting services, workshops, certification plans, specifications, certification documentation, building systems commissioning, and final LEED certification reporting. The environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in sustainable technologies that address waste reduction, energy

efficiency, water efficiency, storm water management, materials and resources, indoor environmental quality, operations, and maintenance.

The Project is scheduled for schematic design and preliminary construction cost estimating in 2017.

The preliminary construction budget, including site development work, for this project is around \$25,000,000.

Attachment No. 1 shall include the following exhibits:

Exhibit 'A': 22-page USDOT/FTA Terms and Conditions

Exhibit 'B': 313-page Phase 1 Report: Nakoosa Trail Programming & Master Planning Study dated October 6, 2014

Exhibit 'C': ____-page ____ Fee Proposal Letter dated ____

PROJECT GENERAL REQUIREMENTS

1. Purpose of the Scope of Services Document
 - a. This documentation contains minimum policy and technical criteria to be used in the programming, design, construction, measurement & verification, and documentation of Fleet Services Nakoosa Trail Fleet/Fire/Radio Shop Facility.
 - b. Nothing included in this document shall be a substitute for technical architectural, engineering, and design competence.
 - c. This document must be used in conjunction with all current federal, state, local or other applicable codes governing all architectural, engineering, and/or professional design of public buildings.
2. Communication
 - a. The A/E should have any ambiguities or conflicts in this document clarified in writing by the City Project Manager prior to beginning design.
 - b. All dealings between the City and the A/E with respect to the subject matter of the Agreement shall be with the City's Project Manager. The City's Project Manager shall inform the A/E as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the A/E, refer information and requests submitted by the A/E to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the A/E. The designation of the project manager representative thereof shall not limit those with whom the A/E may have contact if, in the A/E and project manager's judgment, consultation with others will be of assistance.
 - c. Sharepoint: The City will utilize a project Sharepoint website from programming through construction and warranty to store project files, communicate design review comments, process work flows, administer construction, etc. The A/E must utilize this project website to communicate with the Owner, third-party consultants, and contractors throughout the life of the project.
3. Minimum A/E Team Qualifications
 - a. Architects (including project manager, project architect, and construction administrator, landscape): Licensed and 10 years experience
 - b. Interior Designer: Licensed with 10 years experience
 - c. Structural Design: PE license with 10 years experience
 - d. HVAC Design: PE license with 10 years experience
 - e. Electrical Design: PE license with 5 years experience
 - f. Plumbing/Fire Protection Design: PE license with 5 years experience; or certified "Designer of Engineering Systems" with 15 years experience
 - g. Lighting Design: PE license and 5 years experience or certified "Designer of Engineering Systems" and 15 years experience
 - h. , Security, A/V and other peripheral consultants shall have appropriate credentials.
4. Environmental Protection
 - a. In addition to building-specific codes, all A/E design must comply with all federal, state, and local environmental laws and regulations.

5. Accessibility
 - a. All accessibility related design shall meet current applicable code(s).
 - b. Building design elements in the path of travel to all public and all staff work areas shall be accessible and shall be designed to meet or exceed the minimum standards of ADA Accessibility Guidelines.
 - c. The project shall include design that accommodates building and site use without special facilities for persons with disabilities. Standard building products set at code prescribed heights and maneuvering clearances to allow easy access to disabled employees and visitors. Building elements designated specifically for use by persons with disabilities should be avoided.
 - d. Absolute versus “maximum” or minimum” dimensions shall be clarified on all drawings where applicable.
6. Occupational Safety and Health Regulations
 - a. The construction, operation, and occupation of the facilities must comply with OSHA regulations. The A/E must ensure that facilities can be constructed in a manner compliant with all current OSHA regulations applicable to construction, operation, and occupation of the facilities.
7. Building Codes
 - a. The A/E shall use the latest edition of applicable local, state, and federal building codes throughout design and construction of this project.
8. National Standards
 - a. Organizations writing voluntary codes including NFPA, the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the Sheet Metal and Air Conditioning Contractor’s National Association (SMACNA), the Institute of Electrical and Electronics Engineers (IEEE), and the American Society of Mechanical Engineers (ASME), publish standards on health, safety, welfare, and security relevant to this project. This project shall comply with the most current version of these nationally recognized standards to the extent practicable and specified in this document.
9. State and Local Government Review
 - a. The A/E must prepare documentation and presentations as needed for the approval by appropriate committees, commissions, and plan review processes.
 - i. Prepare oral and visual presentations as required for presentations to committees and commissions including but not be limited to Urban Design Commission, Plan Commission, Board of Public Works, Common Council and similar agencies as necessary.
 - ii. Prepare plan review sets as required for Department of Safety and Professional Services (DSPS), Department of Natural Resources, Department of Transportation, and City agency reviews by Zoning, Building Inspection, Fire, City Engineering, Traffic Engineering, and other similar agencies as necessary.
10. Program Space Standard
 - a. The space standards to be utilized shall be common industry wide space standards.
11. Energy, Sustainable Design.
 - a. Environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in integrated design principles and technology that optimize site potential, optimize energy performance, protect and conserve water, enhance indoor environmental quality, reduce environmental impact of materials, and optimize operations and maintenance practices. The result shall be a balance of cost, environmental, societal, and human benefits while meeting the mission and function of the facility. These principles must serve as the basis for planning, programming, design, budgeting, construction, and commissioning of the facilities.
12. LEED
 - a. Meet and exceed City of Madison’s policy requiring “green” building certification requirements. See City of Madison legislative file <http://tinyurl.com/kwz6z4q>. LEED Silver rating is required as a minimum LEED rating for the MMB facility work. LEED rating plaque not required for CCB facility work, but LEED silver goal to be met.
 - b. Provide services to organize and manage the LEED documentation and certification process. Meet and confer with representatives of the Architect, and City to prepare LEED documentation. Include coordination of meetings, document preparation, and assistance to the City in preparation of Owners

Project Requirements (OPR) report and Basis of Design (BOD) report. Register the project with USGBC (U.S. Green Building Council). Registration fees shall be paid by the City. Prepare submittals for credit rulings from the USGBC for interpretation of credit language, principles, and implementation strategies. Credit ruling fees required by USGBC shall be paid by the City. Prepare and submit a LEED Rating Application for the project to the USGBC. Include required calculations and documentation for each LEED credit claimed in accordance with the LEED Rating Plan. Prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for LEED certification. Prepare and distribute meeting minutes for meetings related to LEED Documentation services.

- c. Applicable LEED Documentation shall be coordinated and updated at each design phase with LEED checklist submittal and other documentation as applicable.

13. Energy Use Targets

- a. The A/E must design all facilities to have an energy target at a minimum of (%TBD during design) below ASHRAE 90.1,.
- b. From pre-design through each design phase, the project must demonstrate that it meets the energy target.
- c. Use energy modeling that includes the building enclosure systems in concert with mechanical systems and provides documentation showing that systems were chosen based on life-cycle cost analysis.

14. Health and Safety

- a. The A/E must take a systems approach to risk management, utilizing codes, regulations, guidelines, and best practices to identify and mitigate facility-created health and safety risks early in the design phases of the of the project life cycle.
- b. If a hazard cannot be eliminated, the associated risk must be reduced to an acceptable level through design, the risk must be reduced to an acceptable level using engineering controls, protective safety features, or devices.
- c. If safety devices do not adequately lower the risk of the hazard, cautions and warnings must be provided using detection and warning systems, as appropriate.
- d. Specific Health and Safety Requirements
 - i. Confined Spaces: The A/E must avoid the creation of confined spaces except where required as part of a system (e.g. tanks, pits).
 - ii. Fall Protection: The A/E must consider the inspection operations, and maintenance of the site, facility, and equipment. Access and fall protection, especially to difficult maintenance needs in high locations, including light fixtures, mechanical equipment, and skylights, must be included in the design.

15. Building Operations and Maintenance

- a. Systems must be designed for ease of operation and cost-effective maintenance and repair. System accessibility is a critical consideration in building design. The A/E must ensure building systems and elements are physically accessible for cleaning, maintenance, repair, and replacement (e.g. tall spaces must provide methods to clean skylights, replace lamps, maintain fire alarm devices, etc).
- b. The A/E must collaborate with the City operations and maintenance personnel during design to provide for optimal life-cycle performance.
- c. At the conclusion of design, the A/E must provide an electronic document describing intent for all building systems. These instructions must be developed during the design phase and incorporated into the comprehensive training for operations and maintenance personnel.

16. Life-Cycle Costs

- a. This project must be designed to achieve the lowest life-cycle cost. The A/E design must comprehensively define reasonable scope and performance requirements within the authorized budget for design and construction. Consistent with these constraints, building systems and features must be analyzed and selected to achieve lowest life-cycle cost.
- b. Life-cycle costing (LCC) must be used when selecting a system from several alternative systems or components for a project to evaluate the cost effectiveness of systems that use energy and water. LCC must compare initial investment options and operating and salvage costs over the life of the equipment and

identifies the least costly alternatives. Examples of building systems to be addressed that affect energy use are the building thermal envelope, passive solar features, fenestration, HVAC, domestic hot water, building automation, and lighting.

- c. The project team – including the A/E - must integrate the LCC analysis into pre-design process, and the analysis must be complete by the end of the schematic design phase.

PROGRAMMING

Review and update the space program that has been completed during the Nakoosa Trail Master Plan Report – Phase I dated October 6, 2014, Programming & Master Planning.

URBAN PLANNING & DESIGN FOR PUBLIC USE

1. There a number of urban planning issues that must be considered and addressed by the A/E as part of this project.
 - a. The A/E shall balance community goals, while also meeting City agency needs, wherever possible. The A/E must consider how the building responds to its site, to the surrounding neighborhood design and plans, and its potential for interactions with the general public.
 - b. The A/E must consider access to transit, bike friendly paths and corridors, proximity to neighborhood amenities that meet daily needs of employees and visitors, and maximization of existing infrastructure.
 - c. The A/E must understand local plans and conditions, neighborhood context, and local perspectives early in the project's development and design. Collaboration with the City project team, city agencies, regulatory groups, stakeholder groups, and the general public will be required throughout the design construction phases.

SITE UTILITIES

1. The routing or reuse of site utilities (e.g. electrical, water, gas, storm, sanitary, fiber optic, etc) must be determined early in the design process in coordination with the A/E's site civil engineer. The A/E must coordinate with the City (City Engineering) and applicable utility entities (Madison Gas and Electric, City Water Utility, etc.) to determine the capabilities, rate structure options, and associated initial costs to the project and must evaluate the available utility service options.

LANDSCAPE

1. Prepare plans, details, and specifications for landscape design. Landscape shall consist of materials, systems, equipment, and furnishings for land forms, lawns, and plantings. Landscape design shall be based on program requirements, physical site characteristics, design objectives, and environmental determinants.
2. All proposed site design must meet baseline compliance with all applicable federal, state, and local regulation and/or guidance. This includes all elements of work performed under the scopes of the landscape architect, architect, civil engineer, and geotechnical engineer. The applicable regulations must be determined by the A/E and authority having jurisdiction.
3. Detailed plans must be provided for those plants that will be impacted and/or removed for the impacted site. For all new construction projects this includes identifying proposed new tree/plant locations and quantities, as well as the protection plan for existing trees/plants during the construction activity.
4. The A/E shall provide a protection zone(s) on the drawings to define the area surrounding individual trees, groups of trees, shrubs, other vegetation or site features to be protected during construction. This shall include protection zone(s) for plantings outside the property boundaries. Trees in the city right of way shall be shown to be protected per the City of Madison standard Board of Public Work specification.

ARCHITECTURE: ENCLOSURE AND INTERIOR DESIGN

ENCLOSURE - GENERAL

1. Calculation of envelope assemblies: Isothermal-Planes Method per ASHRAE. Simulation (i.e. THERM).

ENCLOSURE – THERMAL PERFORMANCE GOALS

	Maximum overall U-Value	Minimum overall R-value	Maximum overall SHGC	Notes
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Roof	0.02	50	0.01	
Wall SE-SW	0.77	13	0.045	
Wall SW-NW	0.77	13	0.035	
Wall NW-NE	0.77	13	NA	
Wall NE-SE	0.77	13	0.035	
Wall Basement	0.05	20	NA	simulated
Floor Basement	0.05	20	NA	simulated
Slab on Grade	0.025	40	NA	simulated

ENCLOSURE - MOISTURE CONTROL

1. A/E design of the above-grade building enclosure must be demonstrated early in the design development phase. ASHRAE 160, Criteria for Moisture Control Design Analysis in Buildings is an acceptable basis of design. Demonstration of the transient hydrothermal behavior of the various multi-layer building components for all critical building enclosure systems must be confirmed through modeling. Construction documents must clearly depict all drainage and air passages. Detail in three dimensions where practical, indicating critical corner terminations, interface of all differing systems, proper sealant methodologies, etc.

ENCLOSURE - BELOW GRADE SYSTEMS Below grade items to consider are as follows.

1. Ground Water Control: If necessary, drainage mats and soil filters should be considered to relieve hydrostatic pressure on substructure walls and allow water drainage to the level of existing or new drains. Pipes slope per the specified Board of Public Works Standard Specification requirements. Subsurface drainage should discharge into the storm drain, by gravity if possible. Cleanouts must be provided at grade to facilitate washing out the system
2. Waterproofing: Where below grade waterproofing is required the design shall follow the recommendations of the National Roofing Contractors Association (NRCA) in The NRCA Waterproofing Manual. Below-grade waterproofing must be applied to the positive pressure side and must be covered by a protection mat to shield the waterproofing membrane from deleterious effects of construction activities, ultraviolet radiation, or aggressive vegetation.
3. Water Stops: Water stops must be used at construction joints in below-grade walls, footings and other elements where a waterproof system is required. Wherever possible use level changes to create a redundancy with the substrate in the event the water barrier fails.
4. Under slab Insulation: Designs shall include insulation under concrete slabs on grade where a permafrost condition exists, where slabs are heated, and where they support refrigerated structures.

ENCLOSURE WALL SYSTEMS

1. Connections and Fasteners Exposed to Weather: No designs shall include Products constructed of carbon steel in exterior construction, which includes exterior walls, soffits, or roofs, except where protected by appropriate galvanic zinc coating other equivalent protection.
2. Material with Organic Content: Do not use vinyl wall coverings as the interior finish of exterior walls. On mass storage walls where water may penetrate the wall, avoid interior finishes made from paper-faced gypsum sheathing or other highly processed organic materials that may promote mold growth.
3. Air/Moisture Barrier System: An air/moisture barrier is required of all new construction and should be employed wherever possible during remediation of existing exterior envelopes. The air barrier system is:
 - a. A continuous element or combination of elements designed to control the movement of air across an exterior enclosure system.
 - b. Continuous in three-dimensions from roof-to-wall-to-foundation.
 - c. Consisting of materials and components that are, either individually or collectively, sufficient in stiffness and rigidity to resist air pressure differentials across the exterior wall assembly without permanent deformation or failure.
 - d. Durable and structurally rigid to withstand the construction process.

4. The interior and exterior air pressures across an air barrier system that need to be examined include, but are not limited to, pressures caused by wind, stack effect, and mechanical systems. Air barriers may be located at different locations within a wall system, and the placement of the air barrier needs to be indicated by the designer on the drawings. The designer must carefully consider placement of the air barrier when the air barrier material(s) will act both as an air barrier and as a vapor retarder to determine if drying of the system will be inhibited by the location of this material within the assembly. Portions of the air barrier may require regular maintenance and an allowance should be made within the design to accommodate this maintenance.
5. A continuous plane of air tightness, herein called the air barrier system, must be installed as part of the building enclosure (both above- and below-grade) to effectively separate all conditioned air from outdoor and polluted spaces.
6. The air barrier system must be shown on the drawings as continuous through all section drawings of the enclosure. The air barrier materials and components of each assembly must be clearly identified and labeled as "Air barrier" on construction documents, and detailed at all penetrations, joints, and transitions. The pressure boundary of the air barrier system(s) and the zone(s) to be tested must also be shown on the drawings.
7. The air barrier material of each assembly must be joined and sealed to the air barrier material of adjacent assemblies with sufficient flexibility to allow for the relative differential movement and with sufficient strength to resist expected peak air pressure differences.
8. Penetrations of the air barrier system must be sealed to the air barrier system in an airtight manner. These penetrations include, but are not limited to: lighting fixtures, wiring, conduit, gas lines, cable services, windows, doors, ducts, fire protection standpipe connections, and plumbing pipes.
9. The air barrier system (and all materials and components comprising it) must last the anticipated service life of the enclosure or allow for easy maintenance, repair, and/or replacement.
10. Where required in the IBC, elevator hoistways shall be provided with a means for venting smoke to the outside air in case of fire. Vents shall be permitted to open automatically upon detection of smoke in the elevator lobbies or hoistway, upon power failure, or upon activation of a manual override control.
11. Boiler rooms not using sealed combustion equipment must be separated from the rest of the building space by an air barrier system and provided with make-up air for combustion.
12. Additional equipment and other items required for testing the building's air-tightness are to be included in the design and construction documents for installation by the contractor as specified. This may include: indoor-to-outdoor pressure taps at various locations across the air barrier system, air flow and pressure measuring stations in air conveyance and handling systems, and tight-sealing dampers on all ducts carrying air across the air barrier.

ENCLOSURE - MASONRY AND CONCRETE MATERIALS

1. Brick masonry design must follow the recommendations of the Brick Institute of America contained in the publication, Technical Notes on Brick Construction.
2. Concrete masonry design must follow the recommendations of the National Concrete Masonry Association contained in the publication, TEK Manual for Concrete Masonry Design and Construction.
3. Architectural precast concrete design must follow the recommendations of the Precast Concrete Institute (PCI) contained in PCI publication, Architectural Precast Concrete, Current Edition.
4. Exterior limestone design must follow the guidelines of the handbook published by the Indiana Limestone Institute of America.

ENCLOSURE - FENESTRATION SYSTEMS

1. Metal Windows: Aluminum windows must meet the requirements of ANSI/AAMA Standard 101-85. The City prefers Kawneer 451 UT, AA 250, AA 425 (Glazing $U=0.19$; $SHGC=0.26$; $VT=0.6$) or equal. Only optimal performance classes may be used. Metal windows other than aluminum must meet the requirements of the National Association of Architectural Metal Manufacturers Standard SW-1 for the performance class required.
2. Window Frames: Aluminum frames must have thermal breaks. Window mullions, where applicable, should be located on the floor-planning grid to permit the abutment of interior partitions.
3. Metal windows other than aluminum must meet the requirements of Steel Window Institute's (SWI) Specifier's Guide to Steel Windows for the performance class required.
4. Entrance Doors: Entrance doors may be aluminum and/or glass of heavy duty construction. Glazed exterior doors and frames must be steel and meet the requirements of SDI Grade III with a G-90 galvanic zinc coating.

Vestibules are desired to control air infiltration. All door assemblies installed in the means of egress must meet the requirements of the relevant building code.

ENCLOSURE - ROOF SYSTEMS

1. **Roofing Design:** Roofing design must follow the recommendations of the National Roofing Contractors Association as contained in NRCA publication, NRCA Roofing and Waterproofing Manual. The design of metal flashing, trim, and roofing must follow the recommendations of the Sheet Metal and Air Conditioning Contractors' National Association publication, Architectural Sheet Metal Manual. In addition, all roof assemblies and rooftop structures must meet the requirements in the International Building Code (IBC).
 - a. Note: The City requires the following for roofs.
 - i. A 30-year warranty as a standard specification.
2. **Access to the Roof:** The existing interior permanent stair must be maintained to permit access to roof-mounted equipment. Permanent access to all roof levels must be provided to facilitate reoccurring inspection and maintenance.
3. **Insulation:** Shall be R-50 minimum created via multiple layers of insulation with staggered joints to reduce thermal breaks.
4. **Roof Mounted Equipment:** Roof mounted equipment must be kept to a minimum and must be housed in penthouses or screened by walls. Penthouses and screen walls should be integrated into the building design and constructed of materials used elsewhere in the building exterior. Some roof-mounted equipment, such as antennae, lightning rods, flagpoles, etc., does not have to be screened, but these elements must be integrated into the building design. Roof-mounted equipment should be elevated as recommended in the NRCA Roofing and Waterproofing Manual and set back from the roof edge to minimize visibility. Critical roof-mounted equipment should be installed in such a way to permit roof system replacement or maintenance without disruption of equipment performance.
5. **Penetrations through the roof to support equipment** are extremely vulnerable to leaks. Flashing details must be studied for appropriate continuation of the waterproof barrier. Do not use pitch pockets as part of the roof design.
6. **Provide walkways on the roof** along routes to and around equipment for maintenance. No building element may be supported by the roofing system except walkways.
7. **When installing roof top photovoltaic systems,** consult with City Engineering the local building and fire code official for additional access and safety requirements.
8. **Exterior Soffits:** Design exterior soffits to resist displacement and rupture by wind uplift. Design soffits for access to void space where operating equipment is located or maintenance must be performed. Soffits can be considered totally exposed to weather and should therefore be designed to be moisture resistant. Provide expansion and contraction control joints at the edges and within the soffit. Spacing and configuration of control joints should be in accordance with the recommendations of the manufacturer of the soffit material. Operating equipment or distribution systems that may be affected by weather should not be located inside soffits. Where it is necessary to insulate the floors over soffits, the insulation should be attached to the underside of the floor construction so that the soffit void may be ventilated to prevent condensation.
9. **Skylights and Sloped Glazing:** If skylights are pursued the skylight design must follow the guidelines of AAMA Standard 1600. For the design of sloped glazing, two AAMA publications are available: Glass Design for Sloped Glazing and Structural Design Guidelines for Aluminum Framed Skylights.
 - a. Skylights and sloped glazing should use low emissivity glass. Placement should be calculated to prevent glare or overheating in the building interior. Condensation gutters and a path for the condensation away from the framing should be designed.
 - b. Consideration must be given to cleaning of all sloped glazing and skylights, including access and equipment required for both exterior and interior faces.
 - c. Skylights must be guarded for fall protection or meet OSHA structural requirements.
10. **Edge Protection:** Flat roofs designed for access must include a parapet or perimeter railing at least 42 inches in height. Where parapets and railings are not feasible, personal fall protection anchorage points must be provided. Equipment should be located away from roof edges and oriented with access panels inboard of the roof edge.
11. **Rooftop Gardens and Landscaped Roof:** The A/E shall explore the option of an “extensive” – sedum in tray style - green roof. If a green roof is pursued a ballasted perimeter buffer shall be included. If the green roof

option is pursued the EPDM roof may be black. Vegetated roof, rooftop gardens, and landscaped roofs must also be installed and maintained in accordance with the requirements in the ICC, International Fire Code (IFC).

ENCLOSURE - QUALITY ASSURANCE

1. Mock-ups: Unique building solutions shall include specifications for full scale, laboratory, and on-site mock-ups of critical portions of the building façade. A/E to coordinate with City to establish mock-up requirements. A/E and City to review all mock-ups during construction for compliance with specifications. If it is determined mock-ups would be helpful during the design phase the A/E shall coordinate with the City Project Manager to pursue options.
2. Air/Moisture Barrier Testing: The specifications shall include provisions for air and moisture testing.
3. Window Cleaning: The facility must have provisions for cleaning the interior and exterior surfaces of all windows, skylights, and other glazed openings. The A/E must demonstrate that cleaning and maintenance of interior glazing surfaces can be achieved without extraordinary means and methods. Submit this information with the construction documents.

INTERIOR CONSTRUCTION AND INTERIOR FINISHES PERFORMANCE ATTRIBUTES - GENERAL

1. Interior construction – for the purpose of organization – will be addressed as two categories: construction products and materials, those elements that are built to create functional spaces, and finish materials, those products that are applied to the construction products to conceal, protect, or enhance the appearance of construction products or to provide wearing surfaces.
2. Construction Products and Materials: A/E shall design all doors, windows (borrowed lights), permanent partitions, demountable partitions, operable partitions, and millwork. Each product shall be evaluated based on its applicable characteristics. Products shall be evaluated for construction, durability, acoustic properties, security, operability/flexibility, and other characteristics that reflect the functional requirements of the product under consideration.
 - a. The A/E must design - and review with the City - all specifications for building products throughout the design and construction phases to confirm the products are meeting the City's expectations for interior construction products and materials. This includes, but is not limited to, doors/frames/hardware, interior windows/"lights", metal stud partitions, masonry partitions, demountable partitions, operable walls, millwork cabinets, countertops, etc..
3. Interior Finishes and Materials: A/E shall address performance levels of typical floor, wall, and ceiling finishes, focusing on each product's durability, maintenance, service life, and environmental qualities. Metrics and attributes vary by finish based on performance need. Durability describes composition/content, thickness, hardness, strength, wear resistance, load limit, and water absorption. Maintenance addresses wear layer/sealer, barrier/backing, "cleanability", stain resistance, microbial resistance, and mold/mildew resistance. Service life is described in terms of the length of warranty available. Environmental addresses recycled content, renewable resources, local materials, and VOC emissions.
 - a. Finishes must meet requirements of the most current International Building Code. Other codes (Example: NFPA Fire Safety Codes) and application specific performance attributes (Examples: Severe traffic area; Raised access flooring) need to be taken into account. Finishes should incorporate recycled-content materials to the maximum extent where possible.
 - b. The A/E must design - and review with the City - all specifications for building products throughout the design and construction phases to confirm the products are meeting the City's expectations for interior construction. This includes, but is not limited to, flooring, tile, paint, wall panels, ceilings, wall base, MEP finish, etc.
 - c. The City prefers or does not prefer the following standards/performance requirements for the following select group of finishes. If the A/E intends to vary from this approach it must be thoroughly reviewed and approved by the City:
 - i. Flooring: Office Areas: Rubber Flooring (Nora); Bathrooms/Locker Rooms: Ceramic Tile (also at walls); Maintenance/Janitorial/Shop/Storage/Elect Rm/IT Rm: Sealed Concrete or Epoxy Coated Concrete as applicable; Carpet should be avoided or kept to an extreme minimum in an effort to maintain healthy indoor air quality; Walk-off mats type to be non-corrosive metal grate type.

- ii. Ceilings (Acoustical): Sag, impact and scratch resistant surface. 20 year systems warranty. Recycled content greater than or equal to 50%. Recyclable in a closed loop process. Light reflectance no less than 85%. Acoustical qualities as follows: Open Plan NRC ≥ 0.95 ; Open Plan CAC = N/A; Closed Plan NRC ≥ 0.70 ; Closed Plan ≥ 35

INTERIOR - WORKSPACE REQUIREMENTS

1. As part of the pre-design project planning effort the A/E shall work with the City and applicable agencies to develop customer requirements and complete an in-depth analysis of the customer's workspace requirements. The process must use analytical tools, methods, and technology to structure input from a broad range of the City staff, and integrate experienced insights and recommendations concerning the following:
 - a. Formal and informal amenities for collaborative spaces.
 - b. Space adjacencies, types, and sizes necessary to support the tenant's mission.
 - c. Analysis and documentation of clients work patterns and styles.
 - d. Flexibility to adapt to future change
 - e. Mobility of workforce and accommodating technology
2. The A/E must ensure the City's requirements are translated into the design, confirm the workspace requirement are being maintained throughout design development, and reflected in the final construction documents.

INTERIOR - TENANT SPACE

1. When designing and planning the tenant space, the following factors should be established as the primary criteria for calculating the total space needed:
 - a. Ratio of open to enclosed space, based on percentages of employee population.
 - b. Average size of open workstations
 - c. Average size of enclosed offices
 - d. Percentage of collaborative space, both informal and formal
 - e. Percentage of workforce with job mobility for desk-sharing potential
2. Additionally, design goals should include:
 - a. Maximize natural light in open spaces and avoid placing enclosed rooms along the windows.
 - b. Provide adequate speech privacy and consider sound masking if necessary to ensure appropriate acoustics.
 - c. Circulation patterns should be clearly recognizable and wayfinding must be user friendly. Proceeding through the office should be pleasant and intuitive for the users, encouraging informal communication.
 - d. Provide and minimize centrally located resource centers for files, supplies, and equipment.
 - e. Provide adequate, clearly located space for the recycling program.
 - f. Choose workplace components and furnishings that occupants can easily move themselves and reconfigure to accommodate change, without skilled labor or technical contract support.

ACOUSTICS (The standards in this section establish adequate acoustic qualities. Mechanical and Plumbing Noise: All mechanical equipment must be vibration isolated from the building frame. Ambient noise from mechanical equipment must not exceed noise criteria (NC) values described in the approved acoustical plan established in the pre-design phase. Diffusers with an NC rating 5 points less than the noise criterion for the space being served must be used where occupied space occurs adjacent to, above, or below mechanical or electrical equipment or machine rooms, or adjacent to HVAC or elevator shafts. The intervening structure (partitions, shaft walls, doors, floor and ceiling assemblies, etc.) must be sufficient to control noise intrusion to no greater than the maximum NC or room criteria (RC) values. Where an elevator shaft or equipment room occurs adjacent to noise-sensitive spaces (NC/RC 35 or lower), the maximum intrusion level of elevator noise must be limited to 5 dB below the maximum NC/RC for the space in all octave bands. In the walls, ceilings, and floors enclosing noise-sensitive spaces (Table 3-2, column 1, RC/NC 35 or less), all water, wastewater, and drain piping must be vibration-isolated from the structure, finishes, and other piping. Install R-11 batt insulation in all wall spaces where such piping is located and install the piping at least 200 mm (1 in.) away from the gypsum wall board. All wastewater and drain piping above slab on grade must be specified as cast iron.

1. Noise Isolation, Room Acoustics, and Speech Privacy
 - a. Absorptive materials are required in speech-sensitive spaces to control reverberation and echoes.

- b. Floor and ceiling assemblies separating office spaces must achieve an NIC of not less than 50 (when furnished) and Field Impact Isolation Class (FIIC) of not less than 50.
4. For constructions on suitable slab floors, when properly detailed and constructed, and with all connections caulked airtight with acoustical sealant, the following wall assemblies typically will satisfy the minimum specified NIC requirements, with the spaces furnished typically. These wall examples are not the only constructions that will satisfy the performance criteria; they are intended solely to provide guidance on projects.
 - a. NIC 53 (teleconference room): Double stud wall, two layers of gypsum board on each side, batt insulation in the stud cavities. Full height (slab to slab).
 - b. NIC 48 (meeting rooms, training facilities): Staggered stud wall, two layers of gypsum board on each side, batt insulation in the stud cavity. Full height (slab to slab).
 - c. NIC 45 (private offices, confidential speech privacy): Single stud wall, two layers of gypsum board each side, batt insulation in the stud cavity. Full height (slab to slab) or 6 inches above a hung gypsum board ceiling.
 - d. NIC 40 (private offices, normal speech privacy): Single stud wall, two layers of gypsum board one side, one layer of gypsum board the other side, batt insulation in stud cavity. Slab to slab (preferred); minimum 6 inches above acoustical tile ceiling (minimum CAC 44).
 - e. NIC 35 (private offices, normal speech privacy, sound masking): Single stud wall, single layer gypsum board each side, batt insulation in stud cavity. Minimum 6 inches above acoustical tile ceiling (minimum CAC 44).
 - f. NIC 31 (private offices, normal speech privacy, low voice level, miscellaneous other spaces): Single stud wall, single layer of gypsum board each side, batt insulation in the stud cavity. Terminates at underside of acoustical tile ceiling (minimum CAC 35).

FIRE PERFORMANCE AND SMOKE DEVELOPMENT

1. Interior wall and ceiling finish materials shall comply with the applicable requirements in the International Building Code (IBC) for fire performance and smoke development (i.e., flame spread index and smoke developed index). This applies to all decorative materials applied on or over the building interior finish for decorative, acoustical or other effect (such as curtains, draperies, fabrics, streamers and surface coverings), and all other materials utilized for decorative effect (such as batting, cloth, cotton, hay, stalks, straw, vines, leaves, trees, moss and similar items), including foam plastics and materials containing foam plastics. This also applies to all furnishings included with the interior design.

STRUCTURE

1. The structural design must be in full compliance with the latest edition of the IBC. Any variance for any reason must be reviewed with the City.

MECHANICAL

HVAC GENERAL

1. The A/E's goal shall be to achieve high level of building performance in order to achieve indoor environments that are most conducive to comfort, health, and productivity, to increase the longevity of the property, and to deliver these in an optimally energy efficient and cost effective manner.
2. A/E shall select HVAC as requested by City where specified. Develop a report analyzing initial cost vs. Operating costs to demonstrate energy efficiency and life cycle costing, such that the City can evaluate the benefits of incorporating components of varying energy efficiencies in the project. Coordinate locations of HVAC with other disciplines.
3. Comfort shall be based on thermal comfort based on ASHRAE 55.
4. Energy Simulation: Preliminary simulation: Revit, Trane Trace or eQuest. Final simulation: Trane Trace.
5. Indoor Air quality: Ventilate to meet OSHA, code and ASHRAE requirements (whichever is higher).
6. Unacceptable Design Practices: Obsolete or soon to be phased out technologies (i.e. R22), Electric heat.

HVAC COMPONENTS

1. BASIS OF DESIGN (at time of contract, subject to being updated throughout life of contract)

- a. Cooling: For small systems DX system (variable speed compressors for modulation, variable speed condenser fan). For large systems water-cooled multi-chillers.
- b. Cooling/Ventilation: Static pressure reset, Zone motion sensors, Zone window sensor, Supply temperature reset, ERV with DOAS for dehumidification, CO₂-sensor for system ventilation reset and VAV control in critical zones (i.e. conference room), ECM-motor direct-drive fan, Radiators and/or in-floor radiant heating for space heating (no VAV system for heating).
- c. Shop / Garage Ventilation: ERV with hydronic heat preferable, Direct-fired MAU where ERV is not practical (i.e. dirty environment)
2. ALTERNATIVES to BOD: BOD system can be combined with geothermal system where possible (i.e. geothermal system as central boiler/chiller, no zone heat pumps). When space is critical evaluate VRV system. When sensible cooling load is high, evaluate radiant cooling.
3. CONTROLS: Honeywell WEBs Building Automation System (All equipment shall be controlled by BAS as much as possible)
4. FILTRATION: MERV 8 for Air intake; MERV 13 for recirculated air occupied space; MERV 8 recirculated for air unoccupied
5. BOILERS: Condensing and modulating (down to 46,000 Btu/h), AERCO, Design for 90-140°F and dT of 30°F.
6. ACTUATORS AND CONTROLS VALVES: Honeywell. Pressure-independent control valves in lieu of balancing valves.
7. FANS: Greenheck, Carnes
8. PUMPS: B&G, Grundfos
9. MAKE-UP AIR UNITS: Modine, Greenheck
10. UNIT HEATERS: Modine; Sterling Gas-fired units (Condensing units)
11. CENTRAL PLANT: Heat and cool with single central plant where possible. Multiple AHUs where required by schedules or space constraints, but use central heating/cooling plant.
12. IT EQUIPMENT COOLING: cool with transient air from conditioned spaces where feasible due to IT load. Recover heat where possible.

PLUMBING FIXTURES

1. GENERAL: A/E to specify plumbing fixtures that comply with the International Plumbing Code and local building codes. Water conservation technologies must be applied to the extent that the technologies are life-cycle cost-effective.
2. FIXTURES TYPE: Zurn, Chicago faucet (automatic on/off sensor)
3. WATER CLOSETS (toilets) flushometer valve type. Water closets must be either dual-flush or low-flow type, manually controlled. For single flush, maximum flush volume when determined in accordance with ASME A112.19.2 – (1.28 gal). For dual-flush, effective flush volume determined in accordance with ASME A112.19.14 and USEPA WaterSense Tank-Type High Efficiency Toilet Specification – (1.28 gal).
4. HIGH EFFICIENCY TOILETS (HET) WATER CLOSETS — TANK-TYPE: Tank-type water closets must comply with the performance criteria of the U.S. EPA WaterSense Tank-Type High-Efficiency Toilet Specification.
5. HIGH EFFICIENCY URINALS (HEU): Urinals must be low-flow, flush-type fixtures. Maximum flush volume when determined in accordance with ASME A112.19.2 – 0.5 L (0.125 gal).
6. PUBLIC LAVATORY FAUCETS: Use metered-type faucets for lavatories. Maximum water use — 1.0 L (0.25 gal) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.
7. WATER COOLER: Elkay. No use of cooling for water fountains.
8. WATER SOFTENER: Capital Windsor Series.
9. SOLAR HOT WATER HEATING: If lifecycle cost-effective, as compared to other reasonably available technologies, not less than 30 percent of the hot water demand for each new Federal building or Federal building undergoing a major renovation must be met through the installation and use of solar hot water heaters.

OPERABILITY AND MAINTAINABILITY

1. ACCESSIBLE FOR MAINTENANCE: Install equipment so that it can be safely and easily maintained and inspected. Comply with requirements for mechanical room sizes and manufacturer's recommended clearances around installed equipment.

2. **SIMPLE/UNDERSTANDABLE TO OPERATE:** The sequence of operation for the control systems must be clearly described and comprehensively documented. The HVAC system design should minimize the need for overly complex control systems.
3. **OPERATIONS:** Design the HVAC system so that equipment failures and normal maintenance have minimal impact on the tenants. Failure of one piece of equipment should not shut down large portions of the building. Install piping and valves so that equipment can be easily isolated for repair and so that different combinations of equipment can be used during replacement and overhaul. Equipment components, spare parts, and materials should be readily available and the equipment should be repairable by crafts people available in the local area.
4. **ROBUST AND RELIABLE: EXTENDED LIFE EXPECTANCY:** City facilities have a longer life expectancy than most commercial office buildings. Mechanical systems are expected to have extended service lives. They will be modified many times over the life of the building and operated by many different maintenance teams and occupied by many different tenants. Selection of robust, reliable, energy efficient equipment is important. Systems that can be reliably operated at near design conditions over the long term are needed.

ELECTRICAL ENGINEERING - GENERAL:

1. Minimum Services include power distribution, electrical service, circuiting of lighting and controls (lighting design not by electrical engineer), lighting design (lighting designer as indicated below), equipment connection schedules, integration of renewable energy equipment, and utility coordination.
2. A detailed load study, including connected loads and anticipated maximum demand loads, as well as the estimated size of the largest motor, must be included in the initial contact with the local utility company to prepare its personnel for discussions relative to the required capacity of the new electrical service. The load study will need be determined for Phase I and Phase II to accommodate future building expansions.
3. The service entrance location for commercial electrical power must be determined concurrently with the development of conceptual design space planning documents. Standards for equipment furnished by utility companies must be incorporated into the concept design. Locations of transformers, vaults, meters, and other utility items must be coordinated with the architectural design to avoid conflicts with critical architectural features such as main entrances and must accommodate both equipment ventilation and equipment removal. All major electrical equipment must be located 5 feet above the 100-year flood plain. Identify the service location for the future Metro Transit Satellite Bus Facility.
4. Include PV where feasible. Prepare an analysis to determine the feasibility of PV including the size and cost for future PV installations. Meet and confer with MG&E to determine the maximum allowable capacity of a future PV system.

ELECTRICAL ENGINEERING - COMPONENTS:

1. Panels: Manufacturer: Square D, Siemens. Transient voltage surge suppression (TVSS) at main panel. All panels with at least 25% spare capacity for future expansion. Subpanels on each floor (multiple if required) and separate panels for high-usage areas (i.e. shops)
2. Switches, receptacles and electric devices: Acceptable manufacturers include Hubble (Commercial Grade) and LeGrand (Commercial Grade). 20A rated minimum outlets.

LIGHTING - GENERAL

1. **GENERAL:** Lighting design for new construction, lighting renovations and energy retrofits must be performed by a lighting practitioner with a minimum of 10 years full time experience in lighting design with at least two of the three following qualifications of LC, IES member, or IALD member, and that devotes the majority of his/her professional time to the design of architectural lighting. The A/E and lighting practitioner shall design all lighting including, but not limited to the interaction of daylighting and electric lighting; all interior general ambient, task, and accent lighting; exterior lighting; illumination of means of egress; luminaires; emergency lighting; site lighting; artwork lighting, etc.
2. A/E shall meet code-required lighting and/or IES recommended levels
3. .

LIGHTING – COMPONENTS

1. Occupant switching for improved comfort; bi-level switching and dimming wherever possible. No wall-mounted sensors
2. Occupancy sensor control in all areas except where code prohibits
3. Daylight dimming in areas near large windows
4. Outdoor Lighting control by central photocell, motions sensor (step-dimming) unless facility requires timed lighting
5. Outdoors: LED (Beta, RAB, Lithonia), 5000K-6000K
6. Indoors: fluorescent 4' lamps (Lithonia, Daybrite); T8 with parallel-wired ballast (GE UltraStart); LED spotlights Edison-base; LED task lights w/ motion sensor (Phillips); LED Downlights Edison base (Capri) for non-proprietary replacement and when not much light is needed; 4100 K; LED EXIT signs (Lithonia)
7. Emergency lighting: Separate emergency lighting fixture (Lithonia). Battery backup ballasts and drivers are not acceptable. Consider central inverter for new installations (Lithonia, Myers)

FIRE PROTECTION

1. GENERAL: A mechanical engineer must be a full participant of the A/E team for each phase of the project from concept through design, construction, and occupancy. The mechanical engineer must be licensed and have at least six years' experience, of which at least three consecutive years are directly involved in fire protection engineering and life safety applicable to the specific project as determined by the City. The A/E and mechanical engineer must perform the following minimum requirements and review with the Madison Fire Department Fire Protection Engineer at each phase of design and any revisions during construction:
 - a. Analysis of: Building construction, occupancy classification, means of egress, fire alarm system, water-based fire extinguishing system(s), non-water-based fire extinguishing system(s), smoke control system(s)
 - b. Calculations for: egress, water supply, smoke control (fire dynamics) and timed egress, audibility for fire alarm system
 - c. Design of all fire protection and life safety systems, including but not limited to: Fire alarm system, water-based fire extinguishing system(s), smoke control systems and stair pressurization systems.

TELECOMMUNICATIONS/IT/AV/RADIO

- GENERAL: The A/E shall design and coordinate - in collaboration with the City - telecommunications, IT elements, AV, and radio items, with all other building systems. This includes, but is not limited to all exterior and interior fiber conduit and cabling, IT rooms and racks, major IT equipment, data conduit and cabling, wireless communication systems, "Keyscan" Card Access System, security cameras, "Polycom" system, TV's, projectors/projector screens, audio needs, interactive white boards, panic devices, and radio equipment.

SECURITY

1. GENERAL: The A/E and the electrical engineer consultant shall work with the City at each phase of design (starting with pre-design) to develop a site/building specific risk assessment. The assessment shall evaluate credible threats, identify vulnerabilities, and assess consequences. This process will primarily be in collaboration with the City's Project Manager, Madison Police Department, and City IT; but will also require agency input. Past and current solutions include both architectural ("airport style" public bathrooms, open plans without hiding areas, physical barriers, proper staff locations) and technological solutions (access control, security cameras, glass break alerts, panic alarms, etc.)

SIGNAGE

1. The A/E shall design clear and coordinated systems of interior and exterior signage and way finding that allow users to locate their destination as quickly and directly as possible. A standardized system of signage, with interchangeable components, must be provided throughout the facility. Signage details and specifications shall be included in the construction documents bid package.
2. Follow all ADA guideline specifics for parameters of design, including location, size, color, and tactile qualities of signage and use of graphic symbols to assist nonreaders.
3. The A/E shall design the following signs
 - a. Identification and Information Signage: Building identification/seal; room/area identification; Special function identification—library, media center, cafeteria, etc.

- b. Directional Signage: Directional signage for building access by persons with physical challenges; Directional signage for parking/restricted entrances; Directional signage for service vehicles
- c. Regulatory/Security Signage; Signage for core functions—restrooms, stairs, telephones, and other elements on ADA path to building services; Signage for controlled access areas—staff areas; if admission to controlled areas is based on acceptable identification, instructions for operating the call button/camera must be provided at the controlled door; Signage for dedicated systems/facilities—elevators, stairs, staff restrooms (identification as dedicated and regulations for use must be stated); Signage for special locking arrangements.
- d. Note: A well-designed site shall use as few signs as possible. Signs should make the site wayfinding clear to the first-time user by identifying multiple site entrances, parking, and the main building entrance. Generally, graphics and style of site signage should be consistent with signage used inside the building. Signs integrated with architectural elements can also be very effective. Signage must be consistent in font, style, and color as well as with any directional symbology used in site and building signage. Signage placement can be an important detail element of the building design whether prominently displayed and tooled into the exterior building wall materials or as a freestanding component near the entrance to the facility. Exterior signs identifying permanent rooms and spaces must comply with all ADA requirements.

FURNISHING

- 1. GENERAL: The A/E shall design and prepare a general furniture plan during the SD and DD design phases. Furniture plans shall include desks, chairs, open office systems furniture, office partitions, components, accessories, utilities, and similar items.
 - a. The A/E and the City will provide the digital general plan to potential furniture suppliers for budget planning and final furniture layout.
 - b. A/E will receive a final digital plan from the furniture suppliers for coordinating CD drawings for coordination with interior architecture, exterior walls, electrical outlets, data outlets, lighting, etc.
 - c. The furnishing package will be bid by the City separate from the building construction bid set.
 - d. The furnishing package shall be installed during the construction contract to facilitate completion in time for owner occupancy.
- 2. STANDARDS: The City has standard furnishing requirements as follows. These standards shall be reviewed with the City prior to preparing furniture layouts.
 - a. DESKING: Herman Miller 5000 Series, Metal Finish: BU Black Umber (textured paint on smooth steel), Desktop: HP Light Anigre (laminated), Standard pulls. Note: The City has allowed the dark blue finish as well in circumstances.
 - b. STORAGE: Herman Miller Meridian, Metal Finish: BU Black Umber, Standard pulls, Standard upright and lateral file cabinets, storage cabinets, bookcases, etc.
 - c. DESK CHAIRS: Herman Miller Mirra, Frame: Graphite, Armpad: Black, Back Finish: Graphite, Seat Material: Graphite AireWeave
 - d. CONFERENCE ROOM AND OFFICE SIDE CHAIRS: Herman Miller Caper, Molded plastic or Flexnet Seats (depending on use), Seat Color: Black, Frame: Black, Casters or glides depending on flooring material
 - e. CONFERENCE TABLES: Herman Miller Everywhere
 - f. TRAINING TABLES: Herman Miller Everywhere Flip-top

LEED

- 1. LEED Documentation Services: Provide services to organize and manage the LEED documentation and certification process. Meet and confer with representatives of the City to prepare LEED documentation. Include coordination of meetings, document preparation, and assistance to the City in preparation of Owners Project Requirements (OPR) report and Basis of Design (BOD) report. Register the project with USGBC (U.S. Green Building Council). Registration fees shall be paid by the City. Prepare submittals for credit rulings from the USGBC for interpretation of credit language, principles, and implementation strategies. Credit ruling fees required by USGBC shall be paid by the City. Prepare and submit a LEED Certification Application for the project to the USGBC. Include required calculations and documentation for each LEED credit claimed in accordance with the LEED Certification Plan. Prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for LEED certification. Prepare and distribute meeting minutes for meetings related to LEED Documentation services.

OWNER PROVIDED SERVICES/DELIVERABLES

1. GEOTECHNICAL REPORT
2. SITE TOPOGRAPHIC SURVEY
3. OTHER AS APPLICABLE OR REQUIRED.

DELIVERABLES

DELIVERABLES BY PHASE - GENERAL REQUIREMENTS

1. These design services submission requirements have been developed to ensure a rational, well-documented design process and to facilitate reviews by the City project team, tenant agencies, local regulatory agencies, review boards, user groups, and the general public as the design develops. These requirements are the minimum standards.
2. During development of all pre-design and design phases the A/E shall meet and review progress documents with the City's Project Manager, City's Project Team, applicable tenant agency representatives as required. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials. The City and the A/E will develop a schedule of meetings that will be mutually agreed upon.
3. Prior to completion of programming, preliminary concepts, schematic design, and design development meet and review progress documents with the public and community stakeholder groups (e.g. business associations, neighborhood associations, tenant agency customer groups, etc.). Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials. The City and the A/E will develop a schedule of meetings that will be mutually agreed upon.
4. Prior to completion of each phase meet and confer with regulatory agencies as required to obtain necessary preliminary approvals, final approvals, permits, and the like. This shall include, but not be limited to, Urban Design Commission, Plan Commission, , Board of Public Works, Common Council, Zoning, Conditional Use Approvals, Building Inspection Plan Review, WI Department of Safety and Professional Services, Department of Natural Resources, Department of Transportation, Madison Fire Department, City Engineering, Traffic Engineering, Parking Utility, Madison Metro, and similar agencies or committees.
5. In each phase of work, project documents must be submitted to City in electronic and hard copy format as determined by the City Project Manager.
 - a. For regulatory agencies having jurisdictional review provide digital or printed copies, of required print size, and required scale as required by the reviewing agencies application requirements.
 - b. For City agency reviews provide the number of copies, required print size, and required scale shall be as requested by the reviewing agencies application requirements.
 - c. For handouts to committees and commissions size and scale as appropriate to show the level of detail necessary to convey the project or project component clearly.
 - d. For City design team plan review, minimum of three (3) sets, full plan sheet size, to scale. Reductions will not be allowed.
6. Design Quality Reviews will be performed by the City of Madison staff and third party consultants at each design, construction document, bidding document, and construction administration phase. The review teams will evaluate each project for applications of best practices, conformance with criteria, building and systems performance, efficient and effective design, cost drivers, risk factors for successful execution, and customer satisfaction, as well as several other indicators of overall project suitability and readiness to move to the next phase in execution. The A/E should plan for City design quality review time after each phase delivery. All outstanding phase issues will need to be completed prior to proceeding to the next phase.
7. No design phase is considered completed before all of the City's review comments are resolved in a timely manner. Unless approved by the City, a resolution of a problem shall not take more than one week. Furnish interim documents for review as requested by the City Project Manager. The A/E shall not proceed to future phases without written authorization from the City Project Manager.
8. Provide all project-specific information on plan set. Provide City with proposed general and technical specifications.

9. Consultant shall accommodate pausing or delays of the project (i.e. bidding delays, budget delays) at no extra charge.
10. At all times, the City reserves the right to make public all information concerning this project and to choose the form, content, method of presentation, by whom presented, and the time of release; and at any time during or after completion of this project.
11. Unilateral deviations from City preferred (or undesired) manufacturers, equipment, and construction methods is not permitted without City approval. The consultant shall adhere to these preferences and thoroughly discuss deviations of those if deviating is of advantage for the specific project.
12. Whenever possible plans and details shall be prepared to be complete and show sufficient detail so as not to require the use of additional materials. All design data shall be included on plans. This includes, but is not limited to lighting calculation data, energy densities and structural details. All equipment shall be specified by naming specific models that are basis of design.
13. Design shall provide clear distinction between design-build (i.e. pre-cast, light-gauge metal framing) and design-bid-build features. Consultant shall provide all design and details that is not provided by design-build part of contractor's work. Consultant shall perform design changes that are required due to changes in final design after contract award to contractor.

DELIVERABLES BY PHASE - DRAWINGS

1. Drawing Size: All drawings of a single project must be a uniform standard size. Reports, narratives, etc. must be 8.5 x 11 and/or 11 x 17. Drawing sets must be 24 x 36 or 30 x 42 format.
2. Drawing Lettering: Lettering on drawings must be legible when drawings are reduced to half size. This applies to drawings at all phases.
3. Drawing Scale: All drawings are to be created at full scale and plotted at a selected scale. The drawings or views (such as details) should include numeric and graphic scales. The scale selected should be appropriate for high resolution and legibility to include reduced copies (such as half-sized).
4. Seals: The construction documents must bear the seal and signature of the responsible design professional as required by the authority having jurisdiction. On cover sheet provide code certification statement for compliance with specified codes and standards by each discipline with the professional seal and signature. The intent is to formally recognize the responsibility for compliance.
5. Building Information Modeling: The City requires the use of interoperable Building Information Models (BIM) on all projects throughout the project lifecycle. During all phases of the project, BIM models must be included with all deliverable requirements. BIM models must be delivered in both native and IFC file formats.
6. BIM Standards: Building Information Modeling (BIM) based on current Autodesk Revit software. Use actual families for each equipment and insert devices with actual size and clearance spaces. Perform clash detection with all equipment, pipes, ducts etc. The BIM shall be set up such that 2D CAD drawings should be derived from the model.

DELIVERABLES BY PHASE - SPECIFICATIONS

1. The A/E is responsible for providing and assembling all project specifications necessary to reflect the project design intent, City policy requirements, and law. This shall include but not be limited to:
 - a. Incorporating all City supplied specifications (PDF format) into the overall specification document. The A/E will not edit these documents. The A/E will not be required to provide any specifications supplied by the City.
 - b. Providing and editing additional specifications as needed and carefully coordinating the specifications with the drawings to ensure that everything shown on the drawings is specified.
 - i. This shall include editing specifications to incorporate any City furnished design or equipment guide lines.
2. Format: Specification sections shall be edited and compiled into a single PDF document.
 - a. Specifications should be produced according to the latest edition Construction Specification Institute (CSI) division format.
 - b. Specifications shall have a Table of Contents (TOC) organized by CSI divisions and indicating all sections and section titles used. Each section in the TOC shall be linked directly to that section within the specification.

- c. Each page shall be numbered and shall incorporate the specification section in the numbering sequence (01 35 14 – 1, etc)
- d. The specification shall be created directly to PDF to keep the integrity of word recognition, linked headings, etc. Printing to PDF or saving a scanned image as PDF will not be accepted.
3. Editing of Specifications:
 - a. The A/E shall thoroughly edit all specifications supplied by the A/E to ensure any specification language that is not applicable to the project has been removed and all necessary language has been added.
 - b. The A/E shall thoroughly review all specifications supplied by the City to ensure any specification language that is not applicable to the project has been removed and all necessary language has been added. The A/E shall work with the City to edit City provided specifications as necessary.

DELIVERABLES BY PHASE - DESIGN NARRATIVES AND CALCULATIONS

1. Format: Typed, bound narratives should be produced for each design discipline and accompany the Pre-Design, Schematic Design, Design Development and Construction Document Submittals.
2. Content: Narratives shall serve to explain the design intent and to document decisions made during the design process. Like drawings and specifications, narratives are an important permanent record of the building design. Drawings and specifications are a record of what systems, materials, and components the building contains; narratives should record why they were chosen. The narrative of each submittal may be based on the previous submittal, but it must be revised and expanded at each stage to reflect the current state of the design.
3. Calculations: Manual and/or computer based calculations should accompany narratives to support technical analysis. Each set of calculations should start with a summary sheet, which shows all assumptions, references applicable codes and standards, and lists the conclusions. Calculations should include engineering sketches as an aid to understanding by reviewers. The calculations for each submittal should be cumulative, so that the final submittal contains all calculations for the project. Calculations submitted at early stages of the project must be revised later to reflect the final design. Calculations must refer to code, paragraph of code used, standards, and text books used for specific portion of calculation. Refer to drawing number where the results of the calculations have been used. A few examples: number and sizes of re-bars used in reinforced concrete members, enclosure R-values, HVAC equipment and duct sizing, etc.
4. Performance Criteria: As part of the development of concepts through construction documents there must be a check of building performance criteria established in pre-design and refined in subsequent phases.
5. Energy Simulation: In addition to the City's requirement of USGBC LEED Silver Rating the City has established additional energy, maintenance, and operational standards to maintain manageable life cycle costs. An energy model will be commissioned by the City and will be submitted to the design team in the pre-design phase of design and updated at significant milestones (e.g. completion of schematic design, and design development) in the project with the intent to continually explore creative ways to reduce energy use while meeting maintenance/operational goals.
 - a. The design team must provide all necessary documentation for the energy model and be available to support this activity.
 - b. The A/E shall look for opportunities for the reduction, recycling, or production of new energy in site, architectural, and building systems design throughout the design and construction process.

PHASE 1: PRE-DESIGN

GENERAL – PRIOR TO COMPLETION OF PRE-DESIGN

1. At the beginning of each project, the City's project team, tenants and design A/E need to define the functional objectives of a project. A functional objectives matrix, or similar method shall be established by the A/E to confirm goals.
2. During the schematic design phase high impact issues will require formal design team technical discussions to help optimize design solutions. These technical discussions must take place with the appropriate members of the City's project team and others as applicable. The technical discussion agenda can be organized by discipline (systems) and/or by functional objective heading, but should address:
 - a. Functional performance goals
 - b. Integrated solution options
 - c. Heading off what can go wrong

- d. Inspections/certification requirements
- e. Coordinating construction and turnover-phase issues/deliverables
- 4. During schematic design effort the A/E shall conduct meetings to develop clear and quantitative goals. The meetings shall be attended by the various disciplines of the design firm, its consultants, the City's project team and others as applicable. The design goal setting session shall be used to develop consensus of the strategies and technologies to be explored during design. Goals are (not ordered by priority):
 - a. optimize use of fiscal resources to meet design goals
 - b. optimize constructability of project and implement cost evaluation at the beginning of the project
 - c. optimize energy efficiency
 - d. Improve sustainability
 - e. optimize maintainability and longevity of installed equipment
 - f. Promote occupant productivity and health
 - g. Promote resource conservation and environmental responsibility
 - h. ADA compliance

DOCUMENT DELIVERABLES – PREDESIGN

- 1. Site location plan [at least one mile around site], showing: a. Site relative to location of city center, major landmarks, major parking facilities, major roads, and airport; b. Location of transit links; c. Location of distinct land use types and districts in the vicinity of the site (e.g., historic districts, retail nodes, civic districts, etc.)
- 2. Existing site plan (at least one block around site), describing: a. Site boundaries, approximate topography, existing buildings, setbacks, and easements; b. Climatic conditions including path of sun; Description of flood plain issues related to building location and mechanical and electric equipment; c. Location of on-site and off-site utilities; d. Natural landscape e. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets) f. Neighboring land uses, existing and planned
- 3. Site plan showing: a. Building location and massing, b. Parking and service area, c. Plans for surrounding area, relation of each concept to those plans, and summary of relevant recommendations.
- 4. Floor plans, showing at a minimum: a. Entrances, lobbies, corridors, stairways, elevators, work areas, special spaces, mechanical rooms for major equipment and air handlers, and service spaces (with the principal spaces labeled). Dimensions for critical clearances, such as vehicle access, should be indicated.
- 5. Building sections (as necessary), showing: a. Floor-to-floor heights and other critical dimensions, b. Labeling of most important spaces, c. Labeling of floor and roof elevations
- 6. Photographs: a. Photographs showing the site and elevations of existing buildings (or landscape, as applicable) surrounding the site
- 7. Narrative:
 - a. Site statement, describing: i. Existing site features, ii. Climatic conditions, iii. Topography and drainage patterns, iv. Any existing erosion conditions, v. Wetlands and locations of flood plains, vi. Surrounding buildings (style, scale), vii. Circulation patterns around site.
 - b. Site access: i. Noise/visual considerations, ii. Local zoning restrictions, iii. Federal Aviation Administration requirements, iv. Hazardous waste (report to be supplied by City), v. Pollution,
 - c. Description of each architectural design scheme, explaining: i. Organizational concept, ii. Expansion potential, iii. Building efficiency, iv. Energy considerations, v. Advantages and disadvantages
 - d. Sustainable design considerations: i. Potential for incorporation of renewable energy systems in the design, ii. Potential use of geothermal systems
 - e. Mechanical system and strategy to comply with energy goals.
 - f. Description of structural design scheme considerations for each design scheme explaining: i. design loads, ii foundation system, iii. building framing system, iv. lateral load resisting system, v. advantages and disadvantages
 - g. Fire protection design considerations
 - h. Security features
 - i. Code statement. Provide a brief statement from each design team discipline member regarding the code requirements that relate to the site and occupancy use. For example, items such as, but not limited to: classification of construction and occupancy group(s), fire resistance requirements and general egress requirements, etc., would be prepared by the design team fire protection engineer.

- j. Preliminary concept phase cost estimates to be completed by third party after completion of preliminary submission.

PHASE II: SCHEMATIC DESIGN

GENERAL – PRIOR TO COMPLETION OF SCHEMATIC DESIGN

1. See “DELIVERABLES BY PHASE – GENERAL REQUIREMENTS” above for meeting/presentation/approvals expectations.

DOCUMENT DELIVERABLES – SCHEMATIC DESIGN

1. Site Plan (At least one block around site), describing: a. Site boundaries, approximate topography, existing buildings, setbacks, and easements, b. Building orientation with respect to path of sun, c. Building massing and relationship to massing of surrounding buildings, d. Location of on-site and off-site utilities, e. Grading and drainage, f. General landscape design, showing location of major features, g. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets), h. Parking and service areas, i. Fire protection, water supplies, fire hydrants, and fire apparatus access roads.
2. Site Narrative: a. Description of site and landscape design final concept, b. Demolition, if required, c. Circulation, d. Parking, f. Paving, g. Landscape design, h. Irrigation, if any, i. Utility distribution and collection systems, j. Method for storm water detention or retention, k. Landscape maintenance concept, m. Fire protection, water supplies, fire hydrants, and fire apparatus access roads, n. Accessibility path for the physically disabled, o. Summary of site and architectural design and the design’s response to relevant recommendations by City staff.
3. Architectural Drawings: ; b. Floor plans, showing at a minimum work areas, lobbies, corridors, entrances, stairways, elevators, special spaces, and service spaces (with the principal spaces labeled and dimensions for critical clearances indicated); c. Office areas must show proposed layouts down to the office level of detail verifying the integration between the approved program and the building concept is achievable; d. Proposed interior layouts showing open office plan and enclosed office plan; e. Indicate how major mechanical and electrical equipment can be removed/replaced; f. Elevations of major building facades showing fenestration, exterior materials, and cast shadows; g. Elevations of major interior spaces, showing lobby, typical public elevator lobby, h. Building sections showing adequate space for structural, mechanical and electrical, telecommunications, and fire protection systems, mechanical penthouses, floor-to-floor and other critical dimensions, labeling of spaces; labeling of floor and roof elevations; i. Color Renderings providing sufficient detail to convey the architectural intent of the design at exterior, major lobby areas, and major and typical office spaces; j. Noise transmission through envelope, interior walls, floors (including raised floors), ceilings, mechanical and electrical equipment, based on product and system data information.; k. System heat transfer through and dew point locations in building envelope; l. Toilet fixture count analysis, m. Illumination, day lighting, and glare analysis, n. Passenger and freight elevator analysis, o. Loading dock analysis, p. Energy analysis.
4. Architectural Narrative (architectural program requirements): a. Show in tabular form how the final concept meets the program requirements for each critical function; b. A revised description of any deviation from City standards; c. description of final concept, explaining expansion potential and building floor efficiency; d. Location and sizes of mechanical equipment rooms for accessibility, maintenance and replacement of equipment (including cooling towers and emergency generators); e. Conveying systems design (passenger and freight elevators); f. Loading docks; g. Thermal, air leakage, and operational performance and maintainability of the building envelope; h. Design strategy to attain the assigned energy goal; i. treatment of historic zones, as applicable; j. Operations and maintenance goals (exterior and interior window washing, relamping, etc.); k. Sustainable design concepts (LEED strategy); l. Vertical transportation analysis (passenger and freight elevators and escalators); m. Code analysis (The Code criteria must be reviewed by each design team discipline member to the degree of detail necessary to assure that tasks accomplished in this phase meet all the Code requirements. A Code/Criteria analysis must be prepared by each design team discipline member that documents an investigation of the applicable codes and agency criteria that will govern the design of a specific project. This analysis should alert the City to any conflicts in the project’s design criteria so that they can be resolved early. The analysis should also provide a common perspective for the design and review of the project. This analysis is critical in building modernization and repair/alteration projects.)

5. Structural Drawings: a. Framing and foundation plans of the proposed structural system showing column locations, bay sizes, and location of expansion and seismic joints
6. Structural Narrative: a. Identification of unusual local code requirements, b. Code compliance statement, c. Name of model building code followed (should be most current), d. Building classification, e. Identification of region of seismicity, wind speed, etc., f. Identification of special requirements.
7. Mechanical Drawings: For the system approved and selected from the relevant concepts, provide the following.....
 - b. HVAC Systems including floor plan (Identification of equipment spaces for mechanical equipment and location of mechanical equipment, including size, weight, access to loading docks and freight elevators, and clearance requirements for operation, maintenance, and replacement) and flow diagram(s) (Air flow riser diagrams representing supply, return, outside air, and exhaust systems and water flow riser diagrams of the main mechanical systems in the mechanical room(s) and throughout the building); c. Plumbing systems including floor plan (Proposed building zoning and major piping runs and locations of proposed plumbing fixtures and equipment) and systems schematics and flow diagrams.
11. Mechanical Narrative: a. A written HVAC narrative describing the selected mechanical systems and equipment (including indoor and outdoor design conditions for all spaces under occupied, 24-hour, and unoccupied conditions; ventilation rates dehumidification, and pressurization criteria for all spaces under occupied, 24-hour, and unoccupied conditions; equipment capacities, weights, sizes, and power requirements; Description of heating, cooling, ventilating, and dehumidification systems for each major functional space; Description of heating, cooling, ventilating, and dehumidification control strategies for each air handling system under occupied, 24-hour, and unoccupied conditions; Fuel and utility requirements; and a code compliance statement); b. Plumbing (including Description of proposed plumbing systems, including domestic cold and hot water, sanitary and storm drainage, and irrigation; Evaluation of alternate sources for preheating of domestic water; solar or heat recovery); c. Calculations and energy analyses (including building heating and cooling load calculations, and Energy consumption calculations and analysis); and fuel consumption estimates.
12. Mechanical Specifications: Table of contents identifying specifications to be used on the project
13. Fire Protection Drawings: Plans showing equipment spaces for fire protection systems (e.g., fire pump, fire command center, etc.) and fire protection water supplies, fire hydrant locations, fire apparatus access roads, and fire lanes.
14. Fire Protection Narrative, including: a. Description of the building's proposed fire protection systems including the egress system; b. Code compliance analysis (including the design team fire protection engineer must prepare an analysis of the applicable codes and agency criteria that will govern the design of the specific project. For example, items such as, but not limited to classification of construction and occupancy group(s), rating of structural components, fire resistance requirements, interior finish, occupant load calculations, exit calculations, identification of areas to receive automatic sprinkler systems and/or automatic detection systems, smoke control systems, etc. would be prepared by the design team fire protection engineer as necessary to provide a complete fire protection and life safety analysis for the final concept.)
15. Electrical Drawings, including: a. Plans showing equipment spaces for all electrical equipment to include: panels; switchboards; transformers; uninterruptible power supply (UPS); and generators.
16. Electrical Narrative, including: a. Description of at least two potential electrical systems; b. Describe the proposed lighting and lighting control system; c. Proposed special features of electrical system; d. Code compliance statement.
17. Building Information Model: A BIM in Revit format for schematic design is required. The contents of the BIM in Revit shall be such that the BIM in Revit shall be the source for 2D drawings. When 2D deliverables require a finer level of detail, the BIM in Revit shall be the central source for 2D details and/or be modeled in greater detail to accommodate the specific requirements.
18. Life-Cycle Cost Analysis: A/E shall provide applicable design documentation to support City Life-Cycle cost review.
19. LEED Report: a. Prepare and present to City for review and approval a LEED design report to include the LEED checklist of proposed strategy; b. Identify proposed elements and highlight features on schematic design documents in both graphic and written summary that address the LEED requirement.

20. Final Concept Cost Estimate: This deliverable will be completed after submission of the final schematic design submission by the City's third party construction consultant.

PHASE III: DESIGN DEVELOPMENT (Not in Scope)

GENERAL – PRIOR TO COMPLETION OF DESIGN DEVELOPMENT

1. ~~See “DELIVERABLES BY PHASE – GENERAL REQUIREMENTS” above for meeting/presentation/approvals expectations.~~
2. ~~This set of submissions shall reflect a more comprehensive project design developed from the selected final schematic design. In DD the A/E and City shall finalize the selection of all systems with respect to type, size, and other material characteristics. Systems are not only structural, mechanical, fire protection, and electrical, but include all other building components such as the building envelope (wall, window, and roof), interior construction (flooring, ceiling, and partitions), service spaces, elevators, security, signage, furnishings, and so on.~~
3. ~~All UDC approvals (including exterior signage) must be complete prior to proceeding beyond the design development phase.~~
4. ~~A/E shall complete all draft specifications for all sections at the design development phase. Outline specifications are not acceptable. Mark out all content that does not apply to the project.~~

DOCUMENT DELIVERABLES – DESIGN DEVELOPMENT

1. ~~Site Planning and Landscape Design Calculations: a. Site storm drainage combined with building storm drainage and sanitary sewer calculations; b. Storm water detention calculations, if applicable; c. Parking calculations, if applicable; d. Dewatering (Calculations including calculations modeling dewatering rates during dry and wet season excavation. Calculations must take into account effect of dewatering on adjacent structures and improvements; Calculations must assume a specific shoring system as part of a comprehensive excavation system.)~~
2. ~~Site Planning Narrative: a. Site circulation concept (explaining Reasons for site circulation design and number of site entrances, Reasons and/or calculations for number of parking spaces provided, Reasoning for design of service area(s), including description of number and sizes of trucks that can be accommodated, Proposed scheme for waste removal, Proposed scheme for fire apparatus access and fire lanes); b. Site utilities distribution concept (provide description of fire protection water supplies, description of fire hydrant locations, drainage design concept; c. Landscape design concept (explaining Reasoning for landscape design, paving, site furnishings, and any water features; reasoning for choice of plant materials; Proposed landscape maintenance plan and water conservation plan; Brief operating description of irrigation system); d. Site construction description of materials proposed for pavements and utilities; e. Code analysis (The code criteria must be reviewed by each design team discipline member to the degree of detail necessary to ensure that tasks accomplished in this phase meet all the code requirements; Identify local zoning and all building code requirements and provide a complete analysis as they pertain to the project).~~
3. ~~Site Planning Drawings: a. Demolition drawings; b. Site layout plan (showing All buildings, roads, walks, parking, and other paved areas including type of pavement; Accessible route from parking areas and from public street to main facility entrance; Fire apparatus and fire lanes; c. Grading and drainage plan (showing Site grading and storm drainage inlets, including storm water detention features); d. Site utilities plan (showing: sizes and locations of domestic and fire protection water supply lines, sanitary sewer lines, and all other utilities as applicable; e. Landscape design plan (showing General areas of planting, paving, site furniture, water features, etc.) and irrigation plan, if applicable.~~
4. ~~Architectural Calculations: a. Noise transmission information through envelope interior walls, floors (including raised floors), and ceilings, and mechanical and electrical equipment; b. heat transfer through dew point locations in building envelope; c. Toilet fixture count; d. Illumination, and day lighting;; e. Passenger and freight elevator analysis; f. Loading dock analysis;~~
5. ~~Architectural Narrative: a. Building concept (explaining Reasons for building massing, entrance locations, and service locations; Building circulation and arrangement of major spaces; Interior design; Adherence to the building preservation plan; Energy conservation design elements; Water conservation considerations; Explain how all these design considerations are combined to provide a well integrated cohesive design concept; Analysis of refuse removal, recycled materials storage and removal, and maintenance requirements); b.~~

Building construction description, (explaining Structural bay size; Exterior materials, waterproofing, air barriers/vapor retarders, and insulation elements; Roofing system(s); Exterior glazing system; Interior finishes (including signage and furnishing), with detailed explanation for public spaces); c. Potential locations for artwork, as a result of collaboration between the artist, A/E, and City Arts Program Administrator; d. Use of recycled materials; e. Sustainable design concepts and LEED strategy; f. Review of project for code compliance (Code criteria should be reviewed by each discipline to the degree of detail necessary to assure that tasks accomplished in this phase meet the code requirements); g. Building maintenance (explaining how unique and tall architectural spaces will be cleaned, have their light fixtures maintained, have interior and exterior glass surfaces cleaned and typical maintenance performed; If applicable explain how assembly spaces with fixed seating, multilevel spaces, or with sloped floors will have their ceilings, lights, and other ceiling elements maintained and repaired; Proposed scheme for window washing equipment; Consideration and prevention of bird nesting on exterior surfaces; How major mechanical and electrical equipment can be serviced and/or replaced in future years giving the necessary dimension clearances); h. Describe the project specific security design; i. Report verifying the current design's compliance with the approved space program. Any deviations must be clearly reported; j. Curtain Wall Report, if applicable (in projects with complex curtain wall systems, describe size and locations of major movement joints to accommodate structural drift due to seismic and/or wind loading. Describe proposed curtain wall attachment methods to accommodate these lateral movements; Describe water migration; Describe exterior fire safety systems, if applicable; Describe typical interfaces between exterior wall system and interior finishes; Describe interfaces between major enclosure assemblies such as glass curtain wall or windows to precast or stone panels; Identification of at least three suppliers that can provide proposed exterior window system); k. Design development energy analysis; l. Building keying: Report must fully define the keying hierarchy for the entire building incorporating various levels of access, security, and fire egress; Signage Report: Signage system and room numbering system must be integrated with keying system; n. Provide two finish boards for both public and tenant interior areas and two finish boards of exterior finishes composed of actual material samples and color coded plans, sections, and elevations of major space showing their use.

6. Architectural Drawings: b. Building floor plans (showing Spaces individually delineated and labeled; Enlarged layouts of special spaces; Dimensions; Planning module); c. Building reflected ceiling plans (showing Enlarged layouts of special spaces; Spaces individually delineated; Materials labeled; Ceiling heights labeled; Lighting fixture types indicated and scheduled; d. Building roof plan (showing Drainage design, including minimum roof slope; Dimensions; Membrane and insulation configuration of the roofing system; Mechanical equipment rooms and their relationship to freight elevators); e. Elevations (showing Entrances, window arrangements, doors; Exterior materials with major vertical and horizontal joints; Roof levels; Suspended ceiling space; Dimensions); f. Interior elevations (showing: Lobby; Public corridors; Restrooms; Major office spaces; Typical public elevator lobby; Typical tenant corridors; Typical conference rooms); g. One longitudinal and one transverse section (showing Floor to floor dimensions; Stairs and elevators; Typical ceiling heights; General roof construction); h. Exterior wall sections (showing Materials of exterior wall construction, including flashing, connections, method of anchoring, insulation, vapor retarders, and glazing treatments; Vertical arrangement of interior space, including accommodation of mechanical and electrical services in the floor and ceiling zones; i. Proposed room finish schedule submitted on a drawing set (showing floors, bases, walls, and ceilings; renderings; j. Proposed site furniture (showing Site furniture cut sheets or photos and proposed locations); k. Diagrams illustrating the ability to access, service, and replace mechanical/electrical equipment showing the pathway with necessary clearance; l. Location of accessible pathways and services for the physically disabled; m. Design of building signage, including code signs, way finding and room identification, building directory, exterior building signage, and major interior building identification; n. Design of furnishings (including office, common lobby, conference rooms, etc.)
7. Structural Design Report Calculations: a. Gravity load and lateral load calculations, with tabulated results showing framing schedules; b. Foundation calculations; c. Calculations showing that the system is not vulnerable to progressive collapse; d. Vibration calculations
8. Structural Design Narrative: a. Code criteria should be reviewed by each discipline to the degree of detail necessary to ensure that tasks accomplished in this phase meet the code requirements; b. Description of recommended structural concept (including Choice of framing system, including lateral load resisting elements, and proposed foundation design; Verification of adequacy of all assumed dead and live loads); c. Identify all

code requirements and provide a complete analysis as it pertains to this project (including but not limited to Required fire resistance rating of structural elements and Summary of special requirements resulting from applicable local codes); d. Proposed methods of corrosion protection, if applicable; g. Geotechnical engineering report by City, including boring logs (if part of scope of work).

9. Structural Drawings: a. Framing plans and key details.
10. Mechanical Calculations and Energy and Water Analyses: a. Updated building heating and cooling load calculations; c. Updated energy consumption calculations; d. water consumption calculations and analysis including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation; e. Updated fuel consumption estimates
11. Mechanical Drawings (HVAC): a.; b. Floor plan(s) (including Single line piping and ductwork schematic layout; terminal air units; Perimeter terminal units; Quarter inch scale drawings of mechanical equipment room(s) showing all mechanical equipment, ductwork, and piping, including equipment access and service requirements in plan, elevations, and cross sections); d. Roof plan showing all roof mounted equipment and access to roof; e. Show adequate access from mechanical equipment room(s) to freight elevators; f. Single line schematic flow and riser diagram(s) (including Airflow quantities and balancing devices for all heating/cooling equipment; Water flow quantities and balancing devices for all heating/cooling equipment; Flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment); g. Automatic control diagram(s) (including Control flow diagrams showing all sensors, valves, and analog and digital controllers; and Sequence of operations of all the systems that describes the control sequences during occupied, 24 hour operations, and unoccupied conditions); h. Schedules (including schedules of major equipment that includes chillers, boilers, pumps, air handling units, and terminal units, cooling towers, and all equipment required for 24 hour operations); i. Air terminal devices; j. Air balance relationships between spaces
12. Mechanical Drawings (Plumbing): a.; b. Floor plan(s) including Proposed building zoning and major piping runs and Locations of proposed plumbing fixtures and equipment; c. Systems schematics and flow diagrams.
13. Mechanical Narrative (HVAC): A written narrative describing the final mechanical system and equipment selection including: a. Updated indoor and outdoor design conditions for all spaces under occupied, 24 hour, and unoccupied conditions; c. Updated ventilation rates, dehumidification, and pressurization criteria for all spaces under occupied, 24 hour, and unoccupied conditions; d. Updated equipment capacities, weights, sizes, and power requirements; e. A complete description of the air side and water side systems and the associated components including operating characteristics, ranges, and capacities, spaces served, and special features; f. Descriptions of control strategy and sequence of operations for all spaces under occupied, 24 hour, and unoccupied conditions; g. Updated fuel and utility requirements; h. A description of any deviation from the HVAC system as approved in the Schematic Design Phase.
14. Mechanical narrative (Plumbing): a. Updated description of plumbing system, including domestic cold and hot water, sanitary and storm drainage, and irrigation systems;
15. Fire Protection Calculations: a. Occupant load and egress calculations; b. Fire protection water supply calculations (Includes water supply flow testing data); c. Fire pump calculations where applicable; d. Smoke control calculations where applicable (e.g., atrium); e. Stairway pressurization calculations where applicable; f. Calculate sound attenuation through doors and walls for placement and location of fire alarm system audible notification appliances.
16. Fire Protection Drawings: a. Floor plans showing (Equipment spaces for fire protection systems including fire pump and fire command center; Fire protection water supply lines, fire hydrant locations, fire apparatus access roads, and fire lanes; Standpipes and sprinkler risers; Remoteness of exit stairways; Location of firewalls and smoke partitions; Identification of occupancy type of every space and room in building; Calculated occupant loads for every space and room in the building; Location of special fire protection requirements including kitchens, computer rooms, storage); b. Riser diagrams for sprinkler system; c. Riser diagram for fire alarm system
17. Fire Protection Narrative: a. Building egress description (Includes egress calculations and stairway exit capacities, remoteness, exit discharge, etc.); b. All building fire alarm and suppression systems; c. Smoke control system(s), where applicable; d. Special fire protection systems (e.g., kitchen extinguishing system), where applicable; e. Fire resistance rating of building structural elements to be coordinated with structural engineer; f. Fire alarm system (Interface of fire alarm system with BAS and security systems and Review of

- building for compliance with life safety requirements and building security requirements); g. Interior finish requirements as they pertain to the life safety requirements; h. Mass notification system.
18. Electrical Calculations: a. Lighting calculations for a typical open office plan with system furniture; b. Lighting calculations for a typical one person private office; c. Power calculations from building entry to branch circuit panel; d. Load calculations; e. Life cycle cost analysis of luminaire/lamp system and associated controls; f. Power density analysis for lighting of each area.
 19. Electrical Narrative: b. Proposed power distribution scheme (Provide a detailed description and justification for the selected scheme. Address special power and reliability requirements, including emergency power and UPS systems); c. Proposed lighting systems (Discuss typical lighting system features, including fixture type, layout, and type of controls; Discuss special spaces such as lobbies, auditoria, dining rooms, and conference rooms; Discuss exterior lighting scheme; Discuss lighting control systems and day lighting; Describe the energy usage of the lighting system; Interface with BAS; Methods proposed for energy conservation and integration with BAS; Engineering analysis for demand limit controls); d. Description of each proposed signal system (Description of proposed security systems' features and intended mode of operation; Proposed zone schedule; Proposed card access controls, CCTV assessment and intrusion protection system); e. Proposed telecommunications Infrastructure (Systems proposed for infrastructure and cabling to accommodate the communications systems. These must be designed and provided in compliance with building telecommunications wiring standards); f. Code criteria should be reviewed by each discipline to the degree of detail necessary to ensure that tasks accomplished in this phase meet the code requirements.
 20. Electrical Drawings: a. Site plan (Proposed site distribution for power and communications, proposed service entrance and location of transformers, generators, and vaults, etc.); b. Floor plans (including Proposed major electrical distribution scheme and locations of electrical rooms and closets and communication closets; Proposed major routing of major electrical feeder runs, bus duct, communication backbone systems, and security systems; Plan layouts of electrical rooms, showing locations of major equipment, including size variations by different manufacturers); c. Single line diagram of the building power distribution system; d. Plan of typical office lighting layout; e. Single line diagram of other signal system including: telephones, security, public address, and others; f. Security system site plan (including Proposed locations for surveillance cameras, duress alarm sensors, and access controls. If the system is not extensive, these locations may be shown on the electrical site plan; Security system floor plans; Proposed locations for access controls, intrusion detection devices, CCTV, and local panels); Lightning protection and building grounding
 21. Building Information Model: A BIM (Revit) for design development is required. The contents of the BIM (Revit) shall be such that the BIM (Revit) shall be the source for 2D drawings. When 2D deliverables require a finer level of detail, the BIM (Revit) shall be the central source for 2D details and/or be modeled in greater detail to accommodate the specific requirements.
 22. Verification Requirements, including: The architect/engineer (lead designer) must verify that the design development complies with the program requirements and energy goals, and local regulatory agencies and review boards. Expectations shall be identified in the project's design program.
 23. LEED Report: a. Prepare and present to City for review and approval a LEED design report to include the LEED checklist of proposed strategy; b. Identify proposed elements and highlight features on design development documents in both graphic and written summary that address the LEED requirement.
 24. Life Cycle Cost Analysis: A/E to provide design documentation to support City's life cycle cost analysis.
 25. Design Development Cost Estimate: This deliverable will be completed after submission of the final schematic design submission by the City's third party construction consultant.

PHASE IV: CONSTRUCTION DOCUMENTS (Not in Scope)

GENERAL – PRIOR TO COMPLETION OF CONSTRUCTION DOCUMENTS

1. See "DELIVERABLES BY PHASE – GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.

DOCUMENT DELIVERABLES – CONSTRUCTION DOCUMENTS

1. Site Planning and Landscape Design Calculations: a. Final drainage calculations, including stormwater detention; b. Final parking calculations, if applicable; c. Pipe sizing calculations for water and sewer pipes; d. Pavement design calculations

2. **Site Planning and Landscape Design Drawings, General:** a. Demolition plans; b. Site layout plan (Location of all buildings, roads, walks, accessible routes from parking and public street to building entrance, parking and other paved areas, and planted areas; Limits of construction; Locations and sizes of fire protection water supply lines, fire hydrants, fire apparatus access roads, and fire lanes; Location of floodplains and wetlands); c. Grading and drainage plan (showing Existing and new contours 2 ft. interval minimum in area around buildings; Spot elevations at all entrances and elsewhere as necessary; Elevations for walls, ramps, terraces, plazas, and parking lots; All surface drainage structures; Water retention and conservation); d. Site utilities plan (showing All utilities, including inlets, manholes, clean-outs, and invert elevations); e. Planting plan, showing (Building outline, circulation, parking, and major utility runs; Size and location of existing vegetation to be preserved including construction protection measures; Location of all new plant material; Erosion control); f. Planting schedule (showing Quantity of plants, botanical names, planted size, and final size); g. Irrigation plan, if applicable (Include schematic of irrigation control system); h. Planting and construction details, profiles, sections, and notes as necessary to fully describe design intent.
3. **Architectural Calculations and Compliance Reports:** a. Final acoustical calculations, including noise transmissions through Envelope, Interior walls, floors, and ceilings, Mechanical and electrical equipment; b. Final heat transfer through and dew point locations in building envelope; c. Final toilet fixture count; d. Final illumination, and day lighting.
4. **Architectural Drawings:** a. Project title sheet, drawing index; c. Floor plans; d. Show planning grids (Reflected ceiling plans; Show ceiling grid and location of all elements to be placed in the ceiling); e. Building sections (Vertical zoning for electrical and mechanical utilities must be indicated on sections); f. Roof plans (Roof plans must show slopes, low points, drains and scuppers, equipment, equipment supports, roof accessories, and specialty items); g. Exterior elevations; h. Wall sections; i. Interior elevations; j. Details; k. Schedules; l. Diagrams illustrating proper clearance for servicing and replacement of equipment
5. **Architectural Specifications Complete:** Room finish, ceiling types, floor finish, color, and door schedules must be incorporated on drawings
6. **Structural Calculations:** a. Gravity loads; b. Lateral loads (seismic and wind); c. Foundations; d. Thermal loads where significant; e. Vibration propagation; f. Progressive collapse; g. Supports for nonstructural elements, including mechanical and electrical equipment on the roof and in equipment rooms, louvers, and other penetrations; h. Steel connections; i. Blast analysis.
7. **Structural Drawings:** a. Demolition plans; b. Full set of structural construction drawings (Drawings must be fully dimensioned, noted and detailed for accurate bidding and construction; Load criteria for all floor live loads, roof live load, roof snow load, wind load, earthquake design data, and special loads must be shown on drawings. Live load reduction of the uniformly distributed floor live loads, if used in the design, must be indicated; Basic wind speed (3 second gust), miles per hour (km/hr), wind importance factor, I, and building category, wind exposure, the applicable internal pressure coefficient must be indicated; Seismic design criteria, such as seismic use group, spectral response coefficients SDS and SD1, site class, basic seismic force resisting system, design base shear, and analytical procedure must be indicated. Additional information may be required by the local building official; Soil bearing pressure and lateral earth pressure must be indicated; Properties of basic materials must be indicated; Indicate the codes and standards used to develop the project); c. Structural Schedules (Schedules for foundations, columns, walls, beams, slabs, and decks, as applicable); d. Structural details. (All typical details must be shown on the drawings; Include details for steel connections; Include details for all fire rated assemblies, indicating Underwriters Laboratories Inc. or other nationally recognized testing laboratory fire resistance directory design numbers; Include details indicating if the assembly is restrained or unrestrained; Include details for anchorage of building system equipment and nonstructural building elements (may be shown on mechanical, electrical, or architectural drawings, as applicable). The anchorage details, if shown on other disciplines, must be referenced on the structural drawings.)
8. **Mechanical Drawings (HVAC):** a. Demolition plans; b. Floor plan(s) (Double line piping and ductwork layout; Show terminal air units; Perimeter terminal units; Show locations of automatic control sensors for example temperature, relative humidity, CO2, room pressurization); c. Roof plan showing all roof mounted equipment and access to roof (Show adequate access from mechanical equipment room(s) to freight elevators); d. Mechanical details (Quarter inch scale drawings of mechanical equipment room(s) showing all mechanical equipment, ductwork, and piping including access and service requirements in plan, elevations, and cross-sections; All valves must be shown. Indicate locations where temperature, pressure, flow,

contaminant/combustion gases, or vibration gauges are required, and if remote sensing is required; Mechanical room piping and ductwork layout must be double line; All dampers—both fire dampers and volume control dampers—must be shown. Ductwork ahead of the distribution terminals must be indicated in true size (double line); e. Single line schematic flow and riser diagram(s) (Airflow quantities and balancing devices for all heating/cooling equipment; Water flow quantities and balancing devices for all heating/cooling equipment; Show location of all flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment, and their interface with the BAS.); f. Automatic control diagrams (Control flow diagrams showing all sensors, valves, and controllers (analog and digital inputs for controllers, front end equipment, and system architecture)); Diagrams to show control signal interfaces, complete with sequence of operation of all heating, ventilating, and cooling systems during occupied, 24 hour, and unoccupied conditions; g. Schedules (Provide schedules of equipment that includes chillers, boilers, pumps, air handling units, terminal units, cooling towers, and all equipment required for 24-hour operations; Air terminal devices); h. Air balance relationships between spaces.

9. Mechanical Drawings (Plumbing): b. Floor plans (Plumbing layout and fixtures, equipment and piping; large-scale plans should be used where required for clarity); c. Riser diagrams for waste and vent lines; d. Riser diagrams for domestic cold and hot water lines; e. Plumbing fixture schedule.
10. Mechanical Narrative (HVAC): a. A written narrative describing the final mechanical system and equipment selection (including Final indoor and outdoor design conditions for all spaces under occupied, 24 hour, and unoccupied conditions; Final ventilation rates, dehumidification, and pressurization criteria for all spaces under occupied, 24 hour, and unoccupied conditions; Final equipment capacities, weights, sizes, and power requirements; A final description of the air side and water side systems and the associated components including operating characteristics, ranges, and capacities, spaces served, and special features; Final descriptions of the control strategy and sequence of operations for all spaces under occupied, 24 hour, and unoccupied conditions); b. Final fuel and utility requirements; c. A final code compliance statement; d. A final description of any deviation from the HVAC system as approved in the Final Concept.
11. Mechanical Narrative (Plumbing): a. A final description of plumbing system, including domestic cold and hot water, sanitary and storm drainage, and irrigation systems;
12. Calculations and Energy and Water Analyses HVAC: a. Final building heating and cooling load calculations; b. Final system pressure static analysis at peak and minimum block loads for occupied and unoccupied conditions; c. Building pressurization analysis for peak and minimum block loads for occupied and unoccupied conditions; d. Acoustical calculations for peak and minimum block loads for occupied conditions; e. Flow and head calculations for pumping systems for peak and minimum block loads for occupied conditions; f. Final selection of equipment, cut sheets of selected equipment; h. Final energy consumption calculations and analysis; i. Final fuel consumption estimates; j. Sizing of fuel storage and distribution system; k. Sizing of vibration isolators for mechanical equipment.
13. Calculations (Plumbing): a. Include entire building, including roof drainage calculations and hot water heating calculations; b. Water supply calculations, including pressure; c. Roof drainage calculations; d. Sanitary waste sizing calculations; e. Final water consumption calculations and analysis including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation
14. Mechanical Specifications: Completely edited version of each specification section to be used on the project.
15. Fire Protection Drawings: a. Demolition plans if applicable; b. Full set of fire protection construction drawings (Drawings must be carefully dimensioned, noted, and detailed for accurate bidding and construction; c. Fire protection details (all typical details must be shown on the drawings including Firewalls and smoke partition, Panel and curtain walls, Fire stopping configurations. Include details of all openings between the exterior walls (including panel, curtain, and spandrel walls) and floor slabs, openings in floors, and shaft enclosures; Mass notification system equipment; Horizontal exits; Each required fire door; Stairway pressurization fans; Security door hardware, including operation procedures; Fire pump configuration; Anchorage of underground fire protection water supply lines; Standpipe riser; waterflow switches and tamper switches; Sprinkler floor control valves, sectional valves, and inspector test assembly; Special fire extinguishing systems (e.g., wet chemical); Fire alarm riser; Typical firefighter telephone station; Typical firefighter telephone jack; Electrical closets for fire alarm system panels; Fire alarm telephone panel including voice paging microphone and firefighter telephone system; Visual indicating device control and power detail, typical for floors stating location; Amplifier rack stating location; Typical location of duct smoke detectors; Outdoor fire alarm speaker; Wall-

mounted cone fire alarm speaker; Typical terminal cabinet; Lay in ceiling-mounted fire alarm speaker; Lay in ceiling-mounted fire alarm combination speaker/strobe; Wall-mounted strobe device; Typical manual fire alarm box installation; Fire alarm system input/output matrix; Graphic annunciator panel; Fire command center showing the locations of each panel to be installed.

16. Fire Protection Specifications: Completely edited version of each specification section to be used on the project.
17. Fire Protection Calculations (For any fire modeling generated results, submit a copy of the input data and all pertinent program material and assumptions required to understand the output and the analysis. A narrative of the input and results must be part of the calculations.): a. Final occupant load and egress calculations; b. Final fire protection water supply calculations including water supply flow testing data; c. Final fire pump calculations where applicable; d. Final smoke control calculations where applicable; e. Final stairway pressurization calculations;
18. Electrical Drawings (General Systems must be fully drawn and sized to permit accurate bidding and construction): b. Floor plans (Show lighting, power distribution, and communications raceway distribution, and locations of fire alarm and annunciator panels); c. Single-line diagram of primary and secondary power distribution; d. Include normal power, emergency power, and UPS; e. Single-line diagram of fire alarm system; f. Single-line diagram of telecommunications/IT/AV/radio system; g. Circuit layout of lighting control system; h. Details of distribution system; i. Site plan (Indicate service locations, manholes, ductbanks, and site lighting); j. Layout of electrical equipment spaces (Show all electrical equipment. Include elevations of substation transformers and disconnect switches); k. Schedules for switchgear, switchboards, motor control centers, panelboards, and unit substations; l. Grounding diagram; m. Complete phasing plan (if required) for additions and alterations; n. Security systems site plan; i. Final locations of all security devices o. Security system floor plans; i. Layout of all security systems; p. Storage areas for electrical equipment/spare parts.
19. Electrical Specifications: Completely edited version of each specification section to be used on the project. All zone schedules to be shown on drawings.
20. Electrical Calculations: a. Illumination level and lighting power calculations; b. Short circuit calculations; c. Voltage drop calculations; d. Overcurrent coordination study; e. Generator calculation (Include starter loads)
21. Building Information Model: A BIM for construction documents is required. The contents of the BIM shall be such that the BIM shall be the source for 2D drawings. When 2D deliverables require a finer level of detail, the BIM shall be the central source for 2D details and/or be modeled in greater detail to accommodate the specific requirements.
22. Verification Requirements: The A/E (lead designer) must provide verification that the project has been designed and is in compliance with ASHRAE 90.1 and will meet City energy goal requirements. Verification will also indicate that the architectural/engineering design elements have been integrated with the overall project design and verification that the building can meet the programmed LEED rating. Energy Analysis: This deliverable will be updated by City third party consultant if there are any significant changes in the construction document phase.
23. LEED Report: a. Prepare and present to City for review and approval a LEED design report to include the LEED checklist of proposed strategy; b. Identify proposed elements and highlight features on construction documents in both graphic and written summary that address the LEED requirement.
24. Construction Document Cost Estimate: This deliverable will be updated by City third party consultant if there are any significant changes in the construction document phase.

PHASE V: BIDDING PHASE (Not in Scope)

1. The A/E, following the City's approval of the PHASE IV CONSTRUCTION DOCUMENTS, and the latest construction estimate; and the City's declaration of its intent to put the project out for bidding, shall assist the City in preparation and assembly of the final standard City contract specifications.
2. The City's contract specifications will be prepared by the City's Project Manager and shall include statements relating to advertising for bid, instructions to bidders, small business enterprise program information, special provisions, proposal, bid bond, agreement, payment bond, performance bond, prevailing wage rates, and Best Value Contracting. Bidding, bid opening, building contractor selection, and contract signing will be provided by the City Engineering Division and the Board of Public Works.
3. A/E shall assist the City in obtaining printing for bid sets of plans and specifications. The cost of bid set

printing will be by the City.

4. ~~A/E shall attend pre bid conference meeting.~~
5. ~~A/E shall answer questions during bidding and contract negotiations and develop addendums promptly in order to give bidders sufficient time to adjust bids. No design related addendum shall be submitted past one week before bids are received.~~
6. ~~Upon receipt and acknowledgment of lowest responsible bidder the A/E will update the bidding set to incorporate all changes that occurred during the bid set. The revised set must be completed in an expeditious manner.~~
7. ~~The A/E shall provide electronic digital drawing files, in applicable 3D or 2D format, for the General Building Contractor and its subcontractors to use as may be necessary during design and construction of the project.~~
8. ~~As the City has a total construction cost limitation for this project, the A/E shall adhere to this limitation. Should the total bid for all work exceed the estimated probable costs of construction by more than eight (8) percent, the City shall have the discretion to require the A/E to revise the design at no additional cost to the City, whether or not the City ultimately decides to complete the project according to the redrafted plans or the original plans.~~

PHASE VI: CONSTRUCTION ADMINISTRATION (Not in Scope)

1. ~~The construction phase will commence with the award of the construction contract and will terminate when the common council accepts the construction. A pre construction meeting held by owner shall be attended by A/E. A separate Sharepoint construction administration orientation must be attended by the A/E team responsible for construction administration activities.~~
2. ~~All communication and filing shall be primarily electronically. The City will receive a set of all design documents in electronic and hard copy form. Electronic files shall be in universal format (i.e. PDF) and in the design tool specific file format (i.e. Revit file, Trane trace file).~~
3. ~~The A/E, and when appropriate to the progress of the project any sub consultants, shall attend field project meetings. The A/E shall conduct the meetings and shall prepare minutes of the meetings. Such meetings shall be held at regular intervals (bi weekly minimum) and as required by City.~~
4. ~~The A/E shall make periodic visits to the site at least once per week and more often as necessary to maintain familiarity generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents.~~
5. ~~A/E shall inspect field installation of critical design features and elements were installed as intended per design. This includes pre installation meetings, inspection of mockups, and inspection of partial builds during construction.~~
6. ~~A/E shall review (for conformance with the construction documents) and take other appropriate action upon the general building contractor's submittals such as shop drawings, product data, and samples and make recommendations regarding such to the City's Project Manager.~~
7. ~~A/E shall work with contractor, owner and other designers to resolve questions, conflicts and unforeseen situations. The A/E shall prepare, reproduce, and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by general building contractor or the City.~~
8. ~~A/E shall prepare, reproduce, and distribute drawings and specifications with revisions to describe work to be added, deleted, or modified.~~
9. ~~Review all change order requests, provide determination to City, and present proposed changes to the board of public works for approval. Such documents shall be prepared in a timely manner.~~
10. ~~The A/E shall communicate with the City on design and construction related issues and shall not issue documents or give instructions to the contractor without knowledge and approval of the City. Documents received by the A/E from the contractor shall be shared with the City. The City maintains the right to object to instructions or approvals.~~
11. ~~Based on construction observations at the site and on the general building contractor's applications for payment, the consultant shall assist the City to determine the amount owing to the general building contractor by verifying and approving quantities of work put in place on the general building contractor's application for payment. The A/E shall assist in determining the dates of completion, substantiated by creation and distribution of punch lists.~~

- ~~12. The consultant shall report to the board of public works and other entities on all claims of the City or general building contractor relating to the execution and progress of the work and on all other matters or questions related thereto.~~
- ~~13. A/E shall receive and review written guarantees and related documents assembled by the general building contractor, and shall transmit said data to the City's designated representative who will prepare the final certificate for payment.~~
- ~~14. The A/E's punch list review shall be conducted with the City's project team and third party consultants to check conformance of the construction work with the requirements of the contract documents and to verify the accuracy and completeness of the list of submitted items by the general building contractor of construction work to be completed or corrected.~~
- ~~15. The A/E shall review and approve for accuracy and completeness, the general building contractors submission of "record" drawings and operations and maintenance manuals and transmit same to the City prior to certification of the general building contractors application for final payment.~~
- ~~16. At the end of the project the A/E will prepare electronic as-built drawings based on field observations and contractor's markup.~~
- ~~17. Warranty period is considered construction phase for the purpose of the consultant assisting in resolving issues that are design or installation related.~~

PERSONNEL (CITY)

A core group of City staff will comprise the main design team for the City of Madison. Each staff member represents specific areas of design or construction knowledge and also includes the prime contact for the owner agency. In addition the owner agency may provide additional staff as needed for design and functionality requirements of specific areas. The A/E may be directed to other City staff regarding specific requirements of the design including but not limited to storm water management, fire protection, safety, facility maintenance, enclosure, and finishes.

Additional consultants may be hired by the City to perform independent verification of various aspects of the design or provide support to the design as needed including but not limited to Energy Analysis, Geotechnical Surveying, etc.

PERSONNEL (A/E)

1. Principal Of the Architect: The Architect agrees that all its activities performed pursuant to the terms of this contract will be coordinated and directed as Principal of the Architect and Project Manager by _____.

Principal:

-

Project Manager:

-

Project Architect/Designer:

-

Other Design Staff of the Architect:

-

Facility Programming, Planning, and Industrial Equipment Design:

-

Construction Cost Estimating Services:

-

Principals of the sub-consulting engineering firms are:

-

Other Design Staff of the Engineering Consultants:

-

2. Employees or sub-consultants of the A/E shall not in any way be construed as employees of the City. Activities to be performed by a Principal, either the A/E, sub-consultant, or both, as described in this Contract including the attachments and exhibits, shall be performed by or under the supervision of the appropriate Principal named above. In the event of the death or disability of the named Principal such as to be unable to participate in the above described activities, or if the named principal leaves the employment of the (Architect / Design Professional / Engineer), or in any other way becomes incapable of performing the above-described activities, the City may accept another as Principal or terminate this Agreement pursuant to the provisions of this Agreement, at its option.

COMPLETION SCHEDULE

The City and A/E shall collaborate and develop a programming design and construction project schedule indicating the completion date of each phase or segment of work. The design and construction project schedule shall include review periods with the City, tenant agencies, committees or commissions, stakeholder groups, regulatory agencies, etc. as may be required for project design approvals and acceptance, or of similar items. The City and A/E shall update and resubmit the project schedule whenever scheduling changes occur. The work shall commence after final contract execution by the City and upon issuance by the City's Project Manager of official notice to proceed.

PAYMENT SCHEDULE

The City shall make periodic payment to the A/E in approximate proportion to services performed so that the compensation on the completion of each task described herein shall not exceed the percentage of the contract price at the table below. These reports shall be submitted to the City's Designated Representative and shall be subject to review by City personnel at the discretion of the City's designated representative.

Phase I	Pre-Design	5%
Phase II	Schematic Design	20%
Phase III	Design Development	40%
Phase IV	Construction Documents	75%
Phase V	Bidding and Negotiation	80%
Phase VI	Construction Administration	100%

LEED Documentation Payment Schedule:

Phase I	LEED Pre-Design	5%
Phase II	LEED Schematic Design	20%
Phase III	LEED Design Development	40%
Phase IV	LEED Construction Documents	75%
Phase VI	LEED Construction Administration	100%

No itemized expenses. Expenses including but not limited to travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project-related expenditures by the A/E, are included in the total contract price under Paragraph 23 of the Contract for Purchase of Services.

ADDITIONAL SERVICES

Any additional services over and above the services described in Attachment #1, in Article II of the Scope of Services shall be provided when authorized in writing by the City's Designated Representative. For additional

service, the A/E's additional compensation will be based on the following rates for individuals assigned to the Project:

The Architect's principal time at the rate of \$160 per hour; the A/E's employees' time at a multiple of 2.75 times the employees "base hourly salary." "Base hourly salary," means the employees hourly W-2 earnings.

Employees of Subconsultant, time at the following rates:

At a multiple of 2.75 times the employees "base hourly salary."

Such rates shall include but not be limited to the usual overhead costs such as clerical and office support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for all persons in consultation, research and design in producing report, drawings, specifications and other documents pertaining to the project. Services of professional subconsultants not included in Article II of this contract engaged by the A/E with the written consent of the City's Designated Representative shall be compensated at a multiple of one point one (1.1) times the amount billed to the A/E for such services.

The A/E and subconsultants listed in Article II shall be paid for reimbursable expenses that apply to additional services, as listed herein that are in excess of usual and customary expenses. Usual and customary expenses shall include expenses for travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project related expenditures.

The additional services rates listed above shall include usual and customary overhead associated with deliverance of the additional service.

REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES	
Mileage—in excess of travel required for basic service (beyond metropolitan area of Architect's home office)	\$0.575 mile
Travel and Subsistence—in excess of travel required for basic service (beyond metropolitan area of Architect's home office)	Cost
Long Distance Telephone, Telex, Telecopy, etc.	Cost
Postage, Handling, etc. (in excess of usual and customary office support)	Cost
Color Copies (8 ½" x 11")	\$0.10/copy
Color Copies (11" x 17")	Cost
Electrostatic Copies	Cost
Plotting	Cost
Reproduction and Printing (in excess of usual and customary project support)	Cost
Materials (in excess of usual and customary project support)	Cost
Equipment Rental	Cost

At the request of the City's Designated Representative, the A/E shall provide a statement listing the names of individuals who worked on the additional services, the category of work, the number of hours worked and the hourly rates based on the aforementioned rates of the individuals. All cost records of the A/E and the A/E's subconsultants, including but not limited to time sheets, payrolls, receipts, invoices, and vouchers shall be available for inspection by representatives of the City upon request.

End of Attachment No. 1



CITY OF MADISON

(STC-Form: 07/26/2016)

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.

I. **TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**

3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

7. Pricing and Discount.

- a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

9. Award.

- a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
- b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

21. **Non-Discrimination.** In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: www.cityofmadison.com/finance/wage.
23. **Prevailing Wage.** (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.) When required by Wis. 66.0903, the Contractor warrants that prevailing wages will be paid to all trades and occupations, as may be applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer and linked at www.cityofmadison.com/finance/purchasing (See "Prevailing Wage Rates.").
24. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
25. **Insurance.**
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
26. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
27. **Compliance.**
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

- b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

28. Warranty of Materials and Workmanship.

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

29. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

30. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

31. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

32. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.

33. Equal Benefits Requirement. (Sec. 39.07, MGO)

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

34. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

35. Software & Technology Purchases.

- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on a End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

36. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:
 - (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- c. Exemptions: This section does not apply when:
 - (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.