# CITY OF MADISON REQUEST FOR PROPOSALS



RFP #: 8638-0-2017-BP

Title: Public Health Office Remodel

City Agency: Engineering

Due Date: Thursday, July 6, 2017

2:00 PM CST

# **Table of Contents**

Exhibit C: Area of Work Drawing

1	NOTIC	E TO PROPOSERS	3
	1.1	Summary	3
	1.2	Important Dates	
	1.3	Format	
	1.4	Labeling	
	1.5	Delivery of Proposals	
	1.6	Appendix A: Standard Terms & Conditions	3
	1.7	Appendix B: Sample Contract for Architectural Purchase of Services	3
	1.8	Affirmative Action Notice	
	1.9	Multiple Proposals	4
	1.10	City of Madison Contact Information	4
	1.11	Inquiries, Clarifications, and Exceptions	5
	1.12	Addenda	
	1.13	Bid Distribution Networks	
	1.14	Local Vendor Preference	
	1.15	Oral Presentations/Site Visits/Meetings	6
	1.16	Acceptance/Rejection of Proposals	
	1.17	Withdrawal or Revision of Proposals	6
	1.18	Non-Material and Material Variances	
	1.19	Public Records	
	1.20	Usage Reports	
	1.21	Partial Award	
	1.22	Tax Exempt	
	1.23	Cooperative Purchasing	
	1.24	Proposers Responsibility	
2	DESCR	RIPTION OF SERVICES/COMMODITIES	
	2.1	Project Overview	8
	2.2	Exhibit A – Scope of Services	
	2.3	Exhibit B – General Design Guidelines	
	2.4	Exhibit C – Area of Work	
	2.5	Exhibit D - Public Health Madison & Dane County Organizational Chart	
	2.6	Exhibit E – Remodel Schedule	
	2.7	Exhibit F – A-S-M-E Drawing	
	2.8	Site Visit	
3	REQUI	RED INFORMATION AND CONTENT OF PROPOSALS1	0
	3.1	Section 1 – General Information, Signatures, and Required Guarantees and Certifications 10	s
	3.2	Section 2 – Background Information	0
	3.3	Section 3 – Technical Questionnaire	0
	3.4	Section 4 – Cost	1
Form A	:Signatu	re Affidavit	
		t of Forms and Submittal Checklist	
	: Vendo		
	: Cost P		
	: Refere	•	
		andard Terms & Conditions	
		mple Contract for Architectural Purchase of Services	
	•	e of Services	
Exhibit	B: Gene	ral Design Guidelines	

Exhibit D: Public Health Madison & Dane County Organizational Chart

Exhibit E: Remodel Schedule Exhibit F: CCB A-S-M-E Drawings

# 1 NOTICE TO PROPOSERS

# 1.1 Summary

The City of Madison Engineering ("City") is soliciting Proposals from qualified vendors for Public Health Office Remodel. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

# 1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Thursday, June 8, 2017
Questions Due Date: Friday, June 23, 2017
Answers Posted Date: Tuesday, June 27, 2017

Due Date: Thursday, July 6, 2017, 2:00 PM CST

# 1.3 Format

All proposals must be submitted electronically to <a href="mailto:bids@cityofmadison.com">bids@cityofmadison.com</a>. All proposals should be in a PDF format. Submit Technical and Cost Proposals (Form D) in separate, distinct files.

The City will not consider illegible Proposals.

Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through E to City of Madison Purchasing Services by Thursday, July 6, 2017, 2:00 PM CST.

# 1.4 Labeling

All proposals must be clearly

labeled:

Proposer's Name and Address

RFP #: 8638-0-2017-BP

Title: Public Health Office Remodel

Due: Thursday, July 6, 2017, 2:00 PM CST

All email correspondence must include RFP #8638-0-2017-BP in the subject line.

# 1.5 Delivery of Proposals

Delivery of electronic copy to: via email to <a href="mailto:bids@cityofmadison.com">bids@cityofmadison.com</a>

or on a commonly used media with the hard copies.

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

# 1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

# 1.7 Appendix B: Sample Contract for Architectural Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Architectural Purchase of Services shall serve as the basis of the contract resulting

from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

### 1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$25,000 or more for the calendar year in which the PO and/or Contract takes effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan (<a href="www.cityofmadison.com/dcr/aaFormsVS.cfm">www.cityofmadison.com/dcr/aaFormsVS.cfm</a>) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: <a href="www.cityofmadison.com/dcr/aaForms.cfm">www.cityofmadison.com/dcr/aaForms.cfm</a> or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910.

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at: <a href="https://www.cityofmadison.com/dcr/aaJobSkillsBank.cfm">www.cityofmadison.com/dcr/aaJobSkillsBank.cfm</a>.

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **paragraph 13 of Appendix B – Sample Contract for Purchase of Services.** 

# 1.9 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

# 1.10 City of Madison Contact Information

The City of Madison

Engineering is the procuring

agency:

Bryan Cooper

City of Madison Engineering

PH: (608) 261-5533

bcooper@cityofmadison.com

The City of Madison
Purchasing Services

administers the procurement

function:

Brian Pittelli

**Purchasing Services** 

City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd.

Madison, WI 53703-3346 PH: (608) 267-4969

FAX: (608) 266-5948

bpittelli@cityofmadison.com

For questions regarding Affirmative Action Plans please contact: Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

PH: (608) 266-4910 dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

# 1.11 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

# 1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

# 1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin State of Wisconsin and local agencies bid network. Registration is free.

VendorNet System: <a href="http://vendornet.state.wi.us/vendornet">http://vendornet.state.wi.us/vendornet</a>

DemandStar by Onvia: National bid network – Free subscription is available to access

Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are

not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: <u>www.demandstar.com</u>

To Register: <u>www.onvia.com/WAPP</u>

# 1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: <a href="https://www.cityofmadison.com/business/localPurchasing">www.cityofmadison.com/business/localPurchasing</a>.

# 1.15 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

# 1.16 Acceptance/Rejection of Proposals

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

# 1.17 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

## 1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

# 1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

- s. 134.90(1)(c)
- (c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:
- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

# 1.20 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

#### 1.21 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

# 1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

# 1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasipublic corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

# 1.24 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

# 2 DESCRIPTION OF SERVICES/COMMODITIES

# 2.1 Project Overview

This project is a complete architectural/interior remodel and systems replacement for ~8.000 square feet of the Public Health of Madison & Dane County offices located in the City-County Building at 210 Martin Luther King Jr. Blvd., Suite 507, Madison, Wisconsin 53703. The scope includes development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction and warranty phase administration for private and open office space, meeting rooms, and support space for approximately 55-60 staff. Architectural and Engineering design services shall include plans for comprehensive demolition of interior architecture spaces and replacement with new interior architectural design and new finishes, new systems design (mechanical, electrical, plumbing, fire protection, fire alarm, technology, and telecommunications), and office systems furnishings design and specification. Services to include third party cost estimating services at the completion of schematic design and design development. Please note all systems for the Public Health space will require interface/connection to existing building wide systems and will require designers to coordinate with the City-County Building facilities team(s) to complete this work. Design services exclusions: Civil engineering, building structural design (some minor interior architecture structure design may be necessary), exterior enclosure design/finishes, landscaping, Urban Design Commission and/or Plan Commission approval, LEED registration or LEED rating goal, and/or elevator systems specification/design.

The target construction cost is approximately \$1,700,000 (including general conditions, contractor's fees, and 8% BPW construction contingency).

# 2.2 Exhibit A – Scope of Services

Please refer to Exhibit A – Scope of Services for all information pertaining to the general requirements, programming, urban planning & design for public use, art, City goals, deliverable and phases, owner provided services, personnel (City), personnel (A/E), payment schedule, completion schedule, and extra services.

# 2.3 Exhibit B – General Design Guidelines

Please refer to Exhibit B – General Design Guidelines for all information in regards to the CSI Divisions of Work.

# 2.4 Exhibit C – Area of Work

Exhibit C is a drawing of the Public Health offices that the City is looking to remodel.

# 2.5 Exhibit D - Public Health Madison & Dane County Organizational Chart

Please view the organizational chart for employees under the Public Health Madison & Dane County department.

# 2.6 Exhibit E – Remodel Schedule

The tentative schedule for this project is listed in Exhibit E. Please note that it is subject to change.

# 2.7 Exhibit F – A-S-M-E Drawing

Please see all A-S-M-E Drawings in Exhibit F.

# 2.8 Site Visit

There will be an optional site visit during the following times:

Monday, June 19, 2017 from 11:00am – 12:00pm Tuesday, June 20, 2017 form 11:00am – 12:00pm

If you have any questions, please contact Melanie Jicha, <u>mjicha@publichealthmdc.com</u> or (608) 266-4858.

# 3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

# 3.1 Section 1 – General Information, Signatures, and Required Guarantees and Certifications

- 1. Form A Signature Affidavit
- 2. Form B Receipt Forms and Submittal Checklist
- 3. Form C Contractor Profile Information
- 4. Form E References

# 3.2 Section 2 – Background Information

Responses must be in the same sequence as listed and must be identified with the corresponding question number, i.e., Question 1, Question 2, etc.

- 1. Provide a General Statement of Qualifications that responds to the project background information.
- 2. Identification of the Architectural and Engineering Team/Personnel
  - a. List the professional and support position and number of personnel in each position.
  - b. Provide education and licensing information for each proposed team member.
  - c. Provide an organizational chart, including resumes of all personnel who would be committed to this project. Include all professional engineers and other professional consultants outside your firm. Provide specific information as to their experience on building projects similar to this one.
- 4. Related Building Projects.
  - a. Submit a maximum list of three related projects including the following information.
    - 1) Name of project.
    - 2) Description of project including exceptional aspects and relationship to this project.
    - 3) Photos, diagrams, or related items
    - 4) Owner's total initial budget
    - 5) Total project cost
    - 6) Date of project bid
    - 7) Scheduled completion date
    - 8) Actual completion date.
- 5. Architectural/Engineering Service
  - a. Provide information on your current workload and how you would accommodate this project.
  - b. Describe in detail the process your team would follow from program effort through construction.
  - c. Describe your method for consensus building, including your role, the methodology employed, the outcome.
  - d. Describe the types of challenges you have encountered on similar projects, and explain what you did to resolve the challenges and what you would do differently to avoid such issues on future projects.
- 6. Construction Costs.
  - Describe cost control methods your company uses and how your company establishes cost estimates. Include information on determining costs associated with construction in existing facilities.

# 3.3 Section 3 – Technical Questionnaire

Responses must be in the same sequence as listed and must be identified with the corresponding question number, i.e., Question 1, Question 2, etc.

- 1. Provide an example of how your design team has previously completed a thorough and convincing architectural program for an office environment while incorporating input from a variety of building user groups.
- 2. How would your team engage with Public Health staff to learn about their work environment?
- 3. Provide examples where your design team has previously created healthy, productive, and pleasant office environments that meet contemporary system, technological, and programmatic needs in a project similar to the proposed project (i.e. The project is a tenant remodel in a 1950s era mixed-use facility.)
- 4. Explain how your design team incorporates sustainability building requirements in the design and construction process. Preference is to speak about issues that go beyond tabulating points for a LEED rating.
- 5. Provide examples where your team designed a seamless integration of highly resource-efficient mechanical, electrical, plumbing, fire protection, IT, and other systems in a project similar to the proposed project. Discuss how future maintainability and life cycle costs are factored into your team's design process.
- 6. How will your design team integrate all design/construction disciplines into the construction document coordination process to deliver a complete, thorough, and accurate construction document? How will your design team integrate quality control into the construction document phase?
- 7. How will your design team establish a seamless transition from programming personnel through construction administration personnel to ensure quality service to the Owner throughout the life of the design contract?

# 3.4 Section 4 – Cost

Please submit cost proposal, Form D, separate from the rest of the proposal.



# Form A: Signature Affidavit

# RFP #: 8638-0-2017-BP Public Health Office Remodel

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

DATE	
	DATE



# Form B: Receipt of Forms and Submittal Checklist

# RFP #: 8638-0-2017-BP Public Health Office Remodel

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Sample Contract for Architectural Purchase of Services	N/A	
Exhibit A: Scope of Services	N/A	
Exhibit B: General Design Guidelines	N/A	
Exhibit C: Area of Working Drawing	N/A	
Exhibit D: Public Health Madison & Dane County Organizational Chart	N/A	
Exhibit E: Remodel Schedule	N/A	
Exhibit F: CCB A-S-M-E Drawings	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME		
COMPANY NAME		



Form C: Vendor Profile

RFP #: 8638-0-2017-BP Public Health Office Remodel

This form must be returned with your response.

# **COMPANY INFORMATION**

COMI ANT INI ORMATION			
COMPANY NAME (Make sure to use your complete, legal compa	ny name.)		
FEIN	(If FEIN is not applicable, SSN collected upon award	d)	
CONTACT NAME (Able to answer questions about proposal.)	TITLE	,	
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP
AFFIRMATIVE ACTION CONTACT			
The successful Contractor, who employs more than 15 employees calendar year, in which the contract takes effect, is more than twe the City of Madison Affirmative Action Ordinance, Section 39.02(9	nty-five thousand dollars (\$25,000)	), will be red	
CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP
ORDERS/BILLING CONTACT			
Address where City purchase orders/contracts are to be mailed ar	nd person the department contacts	concerning	g orders and billing.
CONTACT NAME	TITLE		-
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP
LOCAL VENDOR STATUS			
The City of Madison has adopted a local preference purchasing posuppliers registered as of the bid's due date will receive preference			
CHECK ONLY ONE:  Yes, we are a local vendor and have registered category:	on the City of Madison webs		
No, we are not a local vendor or have not register	•		<u></u>



# Form D: Cost Proposal

# RFP #: 8638-0-2017-BP Public Health Office Remodel

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

1. Please list all the different components or phases of work you foresee providing to the City of Madison based on the scope of work from provided in Exhibits A – F. Please provide the total cost for each component or phase as showing in the following chart. If you need extra space, feel free to use a separate sheet.

Phase of Work	Cost
Pre-design/programming	\$
Schematic Design	\$
Design Development	\$
Construction Documents	\$
Bidding	\$
Construction Administration	\$
Warranty	\$
Total	\$

2.	Please provide the hour	lv billing rate for all team	n members that would b	e assigned this RFP:

Name (if known)	Hourly Billing Rate
	Name (if known)

COMPANY NAME		



Form E: References

RFP #: 8638-0-2017-BP Public Health Office Remodel

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION		
COMPANY NAME	CONTACT NAME	
ADDRESS	CITY	STATE ZIP
TELEPHONE NUMBER	FAX NUMBER	
EMAIL		
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK		
REFERENCE #2 – CLIENT INFORMATION	LOONITAGENAME	
COMPANY NAME	CONTACT NAME	
ADDRESS	CITY	STATE ZIP
TELEPHONE NUMBER	FAX NUMBER	
EMAIL		
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK		
REFERENCE #3 – CLIENT INFORMATION		
COMPANY NAME	CONTACT NAME	
ADDRESS	CITY	STATE ZIP
TELEPHONE NUMBER	FAX NUMBER	
EMAIL		
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK	1	1



# CITY OF MADISON

(STC-Form: 07/26/2016)

1. <u>General</u>. 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. <u>Entire Agreement, Order of Precedence</u>. 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. <u>Addenda</u>. 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. <u>Price Proposal</u>. 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. <u>Price Inclusion</u>. 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.

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

# 9. <u>Award</u>.

- 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. <u>Responsiveness and Responsibility</u>. 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. <u>Warranty</u>. 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. <u>Item Return Policy</u>. 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. <u>F.O.B. Destination Freight Prepaid</u>. 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. <u>Tax Exemption</u>. 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

<sup>\*</sup>As determined by the Finance Director

- (1) <u>Exempt Status</u>: 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) <u>Exemption Annual Aggregate Business</u>: (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.

<sup>\*\*</sup>As determined by the Department of Civil Rights

#### 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. <u>Non-Discrimination</u>. 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. <u>Living Wage</u>. (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: <a href="https://www.cityofmadison.com/finance/wage">www.cityofmadison.com/finance/wage</a>.
- 23. <u>Prevailing Wage. (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.)</u> 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 <a href="https://www.cityofmadison.com/finance/purchasing">www.cityofmadison.com/finance/purchasing</a> (See "Prevailing Wage Rates.").
- 24. <u>Indemnification</u>. 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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. <u>Work Site Damages</u>. 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.

a. 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. <u>Local Purchasing</u>. 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: <a href="https://www.cityofmadison.com/business/localPurchasing">www.cityofmadison.com/business/localPurchasing</a>.

# 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.

<u>Cash Equivalent</u>. 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.

<u>Proof of Domestic Partner Status</u>. 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.

<u>Subcontractors (Service Contracts Only)</u>. 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. <u>Software Licenses</u>. 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. <u>Network Connection Policy</u>. 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: <a href="https://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc">www.cityofmadison.com/attorney/documents/posNetworkConnection.doc</a> 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. <u>Definitions</u>. 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.

- . 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.

# 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):			
	List all attachments here by name, and attach and label them accordingly.			
	<b>Order of Precedence:</b> 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 insert dates or reference attachments as needed.			
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			
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			

- 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.

justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

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

<sup>\*</sup>As determined by the Finance Director

- (1) <u>Exempt Status</u>: 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) <u>Exemption Annual Aggregate Business</u>: (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

<sup>\*\*</sup>As determined by the Department of Civil Rights

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.

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 and that eliphydes are treated duffing eliphydrinen without regard to lace, feligion, could, age, final 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 qualifi or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual ofientation 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):

- 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. □ A.
- 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. □ В.
- 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.
- 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

## **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:

- Cancel, terminate or suspend this Contract in whole or in part.

  Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

  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.

#### 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:		
	(Department or Division Head)	
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.

- 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
- В. 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 \$

#### BASIS FOR PAYMENT. 24.

#### **GENERAL**

- The City will pay the Architect for the completed and accepted services rendered under this Contract on the (1) 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.
- The Architect shall submit invoices, on the form or format approved by the City and as may be further specified (2)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.
- Should this Agreement contain more than one service, a separate invoice and a separate final statement shall (3)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.
- The City has the equitable right to set off against any sum due and payable to the Architect under this (6)Agreement, any amount the City determines the Architect owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment (7) under Section 9, AMENDMENT
- (8) The City will not compensate for unsatisfactory performance by the Architect. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

# B.

- Written orders regarding the services, including extra services or decreased services, will be given by the City, (1) 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.
- If in the Architect's opinion the order for extra service would entitle it to extra compensation or extra time, or (3)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.
- The City shall review the Architect's submittal and respond in writing, either authorizing the Architect to perform (4)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.

#### DEFAULT/TERMINATION. 25.

- 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.

#### INDEMNIFICATION. 26.

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. <u>Acceptability of Insurers.</u> 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.

 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.

<u>Cash Equivalent</u>. 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.

<u>Proof of Domestic Partner Status</u>. 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.

<u>Subcontractors (Service Contracts Only)</u>. 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 eans.

- 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
  - Hirring 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.



# CONTRACTOR

	(Type or Print Name of Contracting Entity)	
	Ву:	
	(Signature)	
	(Print Name and Title of Person Signing)  Date:	
	CITY OF MADISON, WISCONSIN a municipal corporation	
	Paul R. Soglin, Mayor  Date:	
Approved:	By:	
David P. Schmiedicke, Finance Director	Maribeth Witzel-Behl, City Clerk	
Date:	Date:	
	Approved as to Form:	
Eric T. Veum, Risk Manager	Michael P. May, City Attorney	
Date:	Date:	
NOTE: Certain service contracts may be executed by the City of Madison:	the designee of the Finance Director on behalf of	
By:		
Randy Whitehead, CPA Principal Accountant	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.



# Department of Public Works

# **Engineering Division**

Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

# Exhibit A - SCOPE OF SERVICES CONTRACT #8007, PROJECT #17047-32-140

# **Public Health Offices Remodel**

In this Exhibit A; the word "City" means City of Madison, Wisconsin. The City of Madison will include the City's Designated Representative and/or Owner's Representative and/or Commissioning Agent and/or Contractor to provide energy modeling; the word "A/E" means the licensed design professional(s) TBD Architects and the word "General Building Contractor" means the entity which will construct the structure.

# **TABLE OF CONTENTS**

PROJECT GENE	RAL REQUIREMENTS	2
PROGRAMMIN	G	4
	NTY GOALS	
Architect Provi	ded Services and Deliverables	5
A.	Deliverables EACH Phase - General Requirements	5
В.	Deliverables EACH Phase - Drawings	6
C.	Deliverables EACH Phase - Specifications	6
D.	Deliverables EACH Phase - Design Narratives and Calculations	7
E.	Phase I: Pre-Design	8
F.	Phase II: Schematic Design	9
G.	Phase III: Design Development	
H.	Phase IV: Construction Documents	
I.	Phase V: Bidding Phase	
J.	Phase VI: Construction Administration	17
	d Services and Deliverables	
Personnel (City	·)	19
Personnel (A/E	)	19
Payment Schedule		20
Completion Schedule		20
Extra Services		21

Exhibit A - Scope of Services.doc Page 1

Exhibit A - SCOPE OF SERVICES Public Health Offices Remodel

# **PROJECT GENERAL REQUIREMENTS**

#### A. Project Overview

- 1. This project is a complete architectural/interior remodel and systems replacement for ~8,000 square feet of the Public Health of Madison & Dane County offices located in the City-County Building at 210 Martin Luther King Jr. Blvd., Suite 507, Madison, Wisconsin 53703. The scope includes development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction and warranty phase administration for private and open office space, meeting rooms, and support space for approximately 55-60 staff. Architectural and Engineering design services shall include plans for comprehensive demolition of interior architecture spaces and replacement with new interior architectural design and new finishes, new systems design (mechanical, electrical, plumbing, fire protection, fire alarm, technology, and telecommunications), and office systems furnishings design and specification. Services to include third party cost estimating services at the completion of schematic design and design development. Please note all systems for the Public Health space will require interface/connection to existing building wide systems and will require designers to coordinate with the City-County Building facilities team(s) to complete this work. Design services exclusions: Civil engineering, building structural design (some minor interior architecture structure design may be necessary), exterior enclosure design/finishes, landscaping, Urban Design Commission and/or Plan Commission approval, LEED registration or LEED rating goal, and/or elevator systems specification/design.
- 2. The target construction cost is approximately \$1,700,000 (including general conditions, contractor's fees, and 8% BPW contingency).

### C. Purchase of Services Contract

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.

# D. Purpose of the Scope of Services Document

- 1. This documentation contains minimum policy and technical criteria to be used in the programming, design, construction, measurement & verification, and documentation of Public Health Offices Remodel.
- 2. Nothing included in this document shall be a substitute for technical architectural, engineering, and design competence.
- 3. 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.

# E. Communication

- 1. The A/E should have any ambiguities or conflicts in this document clarified in writing by the City Project Manager prior to beginning design.
- 2. All dealings between the City and the A/E with respect to the subject matter of the Agreement shall be with the City's Designated Representative. The City's Designated Representative 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.
- 3. 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.

# F. Minimum A/E Team Qualifications

Exhibit A - Scope of Services.doc

1. Architects (including project manager, project architect, and construction administrator, landscape): Licensed and 10 years experience

- 2. Interior Designer: Licensed with 10 years experience
- 3. Structural Design (if applicable): PE license with 10 years experience
- 4. HVAC Design: PE license with 5 years experience or WI Designer of Engineered Systems with 10 years of experience
- 5. Electrical Design: PE license with 5 years experience or WI Designer of Engineered Systems with 10 years of experience
- 6. Plumbing Design: PE license with 5 years experience or WI Designer of Engineered Systems with 10 years of experience
- 7. Fire Protection Design: PE license with 5 years experience or WI Designer of Engineered Systems with 10 years of experience.
- 8. Lighting Design: PE license and 5 years experience or WI Designer of Engineered Systems and 10 years experience or CLD certification and 10 years of experience or 20 years of experience.
- 9. Technology Design: PE license with 5 years experience or Registered Communications Distribution Designer (RCDD) with 10 years of experience.
- 10. Acoustical, Security, A/V and other peripheral consultants shall have appropriate credentials.
- 11. Cost Estimator: 3<sup>rd</sup> party estimating sub-consultant shall be a general building contractor or cost estimator with 5 years of experience in construction projects over \$1,500,000 in the local Madison, Wisconsin area.

#### G. Environmental Protection

1. In addition to building-specific codes, all A/E design must comply with all federal, state, and local environmental laws and regulations.

#### H. Accessibility

- 1. All accessibility related design shall meet current applicable code(s).
- 2. 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.
- 3. 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.
- 4. Absolute versus "maximum" or minimum" dimensions shall be clarified on all drawings where applicable.
- I. Occupational Safety and Health Regulations
  - 1. 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.

#### J. Building Codes

1. The A/E shall use the latest edition of applicable local, state, and federal building codes throughout design and construction of this project.

# K. National Standards

 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.

#### L. State and Local Government Review

1. The A/E must prepare as many documents and presentations as needed for the approval by appropriate committees, commissions, and plan review processes.

a. Prepare plan review sets as required for Department of Safety and Professional Services (DSPS), Madison Fire Department, City and other similar agencies as necessary.

#### M. Program Space Standard

1. The space standards to be utilized shall be common industry wide space standards.

#### N. Energy, Sustainable Design

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.

#### O. Energy Use Targets

- 1. The A/E must design all facilities to have an energy target at a minimum of 30% better than ASHRAE 90.1, 2007.
- 2. From pre-design through each design phase, the project must demonstrate that it meets the energy target.

## P. Health and Safety

- 1. 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 project life cycle.
- 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.
- 3. 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.
- 4. Specific Health and Safety Requirements
  - a. Confined Spaces: The A/E must avoid the creation of confined spaces except where required as part of a system.
  - b. Fall Protection: The A/E must consider the inspection operations, and maintenance of the site, facility, and equipment. Access to difficult maintenance needs in high locations, including light fixtures, and mechanical equipment must be included in the design.

#### **PROGRAMMING**

A. A/E shall provide professional architectural programming services for the project; the program shall develop a review service profile for clarity, revisions, and consensus; and shall include applicable staff at all levels. Translate service profile into functional space needs, identify functional agencies that meet the quality of service for the customer, detail in writing the function of each space; and review, revise and verify with City staff. See related sections in this document and RFQ project goals for additional information.

#### **CITY AND COUNTY GOALS**

#### B. Waste Management

 There are two (2) Madison General Ordinances (MGO) that the City of Madison has regarding construction and demolition waste.

a. MGO 10.185, Recycling and Reuse of Construction and Demolition Debris, describes the requirements associated with this ordinance including definitions, documentation requirements, and penalties.

- b. MGO 28.185, Approval of Demolition (Razing, Wrecking) and Removal, describes the requirements associated with applying for and receiving a demolition permit.
- All City of Madison, Board of Public Works, contracts being conducted by City Engineering, Facility
  Management, for construction, remodeling, or demolition shall comply with the above ordinances
  regardless of project type or size.

#### C. Building Operations and Maintenance

- 1. Systems must be designed for ease of operation and cost-effective maintenance and repair. System accessibility is a critical consideration in the 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 replace lamps, maintain fire alarm devices, etc.
- 2. The A/E must collaborate with the County operations and maintenance personnel during design to provide for optimal life-cycle performance.
- 3. 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.

#### D. Life-Cycle Costs

- 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.
- 2. 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 systems to be addressed that affect energy use are HVAC, domestic hot water, building automation, and lighting.
- 3. The project team including the A/E must integrate the LCC analysis into pre-design process, and the analysis must be complete by the design development phase.

#### **Architect Provided Services and Deliverables**

#### A. Deliverables EACH Phase - General Requirements

- 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, Dane County Facilities Management, tenant agencies, local regulatory agencies, review boards, and user groups 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. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials. To meet all the provisions of this scope document the City and the A/E will develop a schedule of meetings by phase that will be mutually agreed upon.
- 3. 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 WI Department of Safety and Professional Services, Madison Fire Department, , and similar agencies or committees.
- 4. In each phase of work, project documents must be submitted to City in electronic PDF format.

5. Design Quality Reviews will be performed by the City of Madison (and Dane County Facilities Management) staff 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 and County'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. The City may or may not incorporate consultant-provided specifications in its own specifications for bidding purposes.
- 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 are 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 are 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.

#### B. Deliverables EACH 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. The cover sheet must 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.

#### C. Deliverables EACH 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 guidelines.
- 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 hyperlinked directly to the subject 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. Each page shall incorporate the City project name, contract number, and project number
  - e. 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.

#### D. Deliverables EACH 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. Narratives are to respond to the Owner's Project Requirement (OPR) Document directly. If the design is deviating from the OPR, the design narrative is to explain why (e.g. the project budget doesn't support a strategy, the owner requested a change to the scope of the project, etc). Like drawings and specifications, narratives are an important permanent record of the design. Drawings and specifications are a record of what systems, materials, and components the design 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. An example is HVAC equipment and duct sizing.
- 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.

#### E. Phase I: Pre-Design

- 1. GENERAL PRIOR TO COMPLETION OF PRE-DESIGN
  - a. See "DELIVERABLES EACH PHASE GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.
  - b. Review all pre-design information provided by the City and field-survey existing spaces.
  - c. 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.
  - d. During the programming 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 (e.g. Dane County Facilities Management) as applicable. The technical discussion agenda can be organized by discipline (systems) and/or by functional objective heading, but should address:
    - i. Functional performance goals
    - ii. Integrated solution options
    - iii. Anticipate potential hurdles and stop blocks
    - iv. Inspections/certification requirements
    - v. Coordinating construction and turnover-phase issues/deliverables
  - e. During the programming 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):
    - Optimize use of fiscal resources to meet design goals
    - ii. Optimize constructability of project and implement cost evaluation at the beginning of the project
    - iii. Optimize energy efficiency
    - iv. Improve sustainability
    - v. Optimize maintainability and longevity of installed equipment
    - vi. Promote occupant productivity and health
    - vii. Promote resource conservation and environmental responsibility
    - viii. ADA compliance

#### 2. DOCUMENT DELIVERABLES - PRE-DESIGN

- a. Comprehensive Report including:
  - i. Documentation of the methodology used
  - ii. An executive summary
  - iii. Value and Goal Statements
  - iv. Relevant Facts
  - v. Data Analysis Conclusions
- b. Program Requirements (including Space Listings by function and size, Relationship Diagrams, Space program documentation, Stacking plans, Preliminary Concept Drawings, and Flow diagrams).
  - i. The Space Program shall provide proposed gross facility square feet areas and space requirements listed by agency uses and general uses listed by room name. It shall include the number of functional personnel and any special equipment or systems. The space program elements shall include all floors and areas
  - ii. The Space Needs Summary shall include written text documents and graphics for space relationships, analysis of operational functions including human (public and staff) (back of house and public floors), vehicular, and material flow patterns, flexibility and expandability, special equipment and systems, site requirements, security criteria, and communication relationships and adjacencies. Establish quantitative energy targets, comfort criteria (ASHRAE 55), indoor air quality requirements (ASHRAE 62) and include any requirements of access to daylight

- iii. The Staff Program shall provide definitions for staff adjacencies, connections, control and workflow, which will then help to show staffing levels needed to operate the building. This includes planning of staffing levels needed to deliver the quality of service desired
- iv. The Program shall develop or review service profile for clarity, revisions, and consensus. This should involve staff at all levels, and community stakeholders. Translate service profile into functional space needs, identify functional adjacencies that meet the quality of service for the customer, detail in writing the function of each space.
- e. Floor plans, showing at a minimum:
  - 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
- f. Building sections (as necessary), showing:
  - i. Floor-to-floor heights and other critical dimensions
  - ii. Labeling of most important spaces
  - iii. Labeling of floor elevations
- g. Design Narratives:
  - i. Description of each architectural design scheme, explaining:
    - 1. Organizational concept
    - 2. Expansion potential
    - 3. Efficiency
    - 4. Energy considerations
    - 5. Advantages and disadvantages
  - ii. Sustainable design considerations
  - iii. Mechanical system and strategy to comply with energy goals
  - iv. Fire protection design considerations
  - v. Security features
  - vi. 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

# F. Phase II: Schematic Design

- 1. General Prior To Completion of Schematic Design
  - a. See "DELIVERABLES EACH PHASE GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.
- 2. Document Deliverables Schematic Design
  - a. Architectural Drawings:
    - i. Demolition plans at all applicable areas.
    - ii. 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)
    - iii. 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
    - iv. Proposed interior layouts showing open office plan and enclosed office plan.
    - v. Elevations of major interior spaces
    - vi. Building sections showing adequate space for existing structural, mechanical and electrical, telecommunications, and fire protection systems, floor-to-floor and other critical dimensions, labeling of spaces labeling of floor elevations
    - vii. Color Renderings providing sufficient detail to convey the architectural intent of the design at major and typical office spaces

viii. Acoustical calculations including noise transmission through interior walls, floors, ceilings, mechanical and electrical equipment

- b. Architectural Narrative (architectural program requirements):
  - Show in tabular form how the final concept meets the program requirements for each critical function
  - ii. A revised description of any deviation from City standards
  - iii. Description of final concept, explaining expansion potential and building floor efficiency
  - iv. Location and sizes of mechanical equipment rooms for accessibility, maintenance and replacement of equipment
  - v. Design strategy to attain the assigned energy goal
  - vi. Operations and maintenance goals (interior window washing, relamping, etc.)
  - vii. 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.)
- g. Mechanical Drawings: For the system approved and selected from the relevant concepts, provide the following:
  - i. Demolition plans
  - ii. HVAC Systems including floor plan (location of mechanical equipment, 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 mechanical systems.
  - iii. 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 serving the space.
- h. Electrical Drawings, including: Plans showing equipment spaces for all electrical equipment to include: panels, switchboards, etc. serving the space.
- i. Mechanical Narrative:
  - i. A written HVAC narrative describing the selected mechanical systems and equipment including: indoor and outdoor design conditions for the space under occupied, 24-hour, and unoccupied conditions; ventilation rates and approximate quantities; dehumidification and pressurization criteria for the space under occupied, 24-hour, and unoccupied conditions; and power requirements. The narrative needs to also include a description of heating, cooling, ventilating, and dehumidification control strategies for each air handling system for the space under occupied, 24-hour, and unoccupied conditions; fuel and utility requirements. A code compliance statement needs to also be included.
  - ii. Plumbing (including Description of proposed plumbing systems, including domestic cold and hot water, sanitary drainage
  - iii. Calculations and energy and water analyses (including building heating and cooling load calculations, and Psychrometric calculations for HVAC systems at full load and partial loads; Partial loads at 50% and 25%, and unoccupied periods, and Energy consumption calculations and analysis in accordance); Water consumption calculations and analysis including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation, and fuel consumption estimates
  - iv. Schematic level calculations of ventilation and exhaust quantities including ASHRAE 62 and WI SPS 364 methodologies.
- j. Electrical Narrative, including:
  - i. Describe the proposed lighting and lighting control system
  - ii. Proposed special features of electrical system
  - iii. Code compliance statement

k. Mechanical, Electrical and Plumbing Specifications: Table of contents identifying specifications to be used on the project.

- I. Fire Protection Drawings: Plans showing fire protection system for space and connection to building.
- m. Fire Protection Narrative, including:
  - i. Description of the building's proposed fire protection systems including the egress system
  - ii. 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.)
- n. Certification Requirements, including: The architect/engineer (lead designer) must certify that the concept design complies with the program requirements and energy goals, and local regulatory agencies and review boards. In bullet form, identify how proposed design features will support performance expectations of the project. Expectations are shall be identified in the project's design program.
- o. Life-Cycle Cost Analysis: A/E shall provide applicable design documentation to support City Life-Cycle cost review.
- p. Final Schematic Design Cost Estimate: This deliverable will be completed after submission of the final schematic design.

# G. Phase III: Design Development

- 1. General Prior To Completion of Design Development
  - a. See "DELIVERABLES EACH PHASE GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.
  - b. 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 interior construction (flooring, ceiling, and partitions), service spaces, security, signage, furnishings, and so on.
  - c. 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.
- 2. Document Deliverables Design Development
  - a. Architectural Calculations:
    - i. Acoustical calculations, including noise transmission through interior walls, floors (including raised floors), and ceilings, and mechanical and electrical equipment
    - ii. Energy analysis
  - e. Architectural Narrative:
    - i. Space concept (explaining entrance locations, and service locations; Building circulation and arrangement of major spaces; Interior design; 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)
    - ii. Potential locations for artwork, as a result of collaboration between the artist, A/E, and City Arts Program Administrator
    - iii. Use of recycled materials
    - iv. 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)

 Building maintenance (How major mechanical and electrical equipment can be serviced and/or replaced in future years giving the necessary dimension clearances)

- vi. Describe the project-specific security design
- vii. Report verifying the current design's compliance with the approved space program. Any deviations must be clearly reported
- viii. Design development energy analysis
- ix. Keying: Report must fully define the keying hierarchy for the space incorporating various levels of access, security, and fire egress; Signage Report: Signage system and room numbering system must be integrated with keying system
- x. Provide two finish boards for tenant interior areas composed of actual material samples and color coded plans, sections, and elevations of major space showing their use

#### f. Architectural Drawings:

- i. Demolition drawings
- ii. Building floor plans (showing Spaces individually delineated and labeled; Enlarged layouts of special spaces; Dimensions Planning module)
- iii. Building reflected ceiling plans (showing Enlarged layouts of special spaces; Spaces individually delineated; Materials labeled; Ceiling heights labeled; Lighting fixture types indicated and scheduled
- iv. Interior elevations (showing: Lobby; Public corridors; Restrooms; Major office spaces; Typical tenant corridors; Typical conference rooms)
- v. One longitudinal and one transverse section (showing Floor-to-floor dimensions; Stairs; and Typical ceiling heights)
- vi. Proposed room finish schedule submitted on a drawing set (showing floors, bases, walls, and ceilings; renderings
- vii. Diagrams illustrating the ability to access, service, and replace mechanical/electrical equipment showing the pathway with necessary clearance
- viii. Location of accessible pathways and services for the physically disabled
- ix. Design of suite signage, including code signs, and way-finding and room identification.
- x. Design of furnishings (including office, common lobby, conference rooms, etc.)
- j. Mechanical Calculations and Energy and Water Analyses:
  - i. Updated building heating and cooling load calculations
  - ii. Updated psychrometric calculations (i.e. Trace System check-sums) for HVAC systems at full and partial loads (partial loads at 50% and 25%, and unoccupied periods)
  - iii. Updated energy consumption calculations
  - iv. Updated water consumption calculations and analysis including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation
  - v. Updated fuel consumption estimates
  - vi. Updated calculations (space-by-space) of ventilation and exhaust quantities following ASHRAE 62 and WI SPS 364.

#### k. Mechanical Drawings (HVAC):

- i. Demolition drawings
- ii. Floor plan(s) (including Single line piping and ductwork schematic layout; terminal air units; Perimeter terminal units.
- iii. Single line schematic flow and riser diagram(s)
- iv. 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)
- v. Equipment Schedules
- vi. Air terminal devices
- I. Mechanical Drawings (Plumbing):
  - i. Demolition drawings
  - ii. Floor plan(s) including major piping runs and locations of proposed plumbing fixtures and equipment
  - iii. Systems schematics and flow diagrams

m. Mechanical Narrative (HVAC): A written narrative describing the final mechanical system and equipment selection including:

- Updated indoor and outdoor design conditions for all spaces under occupied, 24-hour, and unoccupied conditions
- ii. Updated ventilation rates, dehumidification, and pressurization criteria for all spaces under occupied, 24-hour, and unoccupied conditions
- iii. Updated equipment capacities, sizes, and power requirements
- iv. 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
- v. Descriptions of control strategy and sequence of operations for all spaces under occupied, 24-hour, and unoccupied conditions
- vi. Updated fuel and utility requirements
- vii. A description of any deviation from the HVAC system as approved in the Schematic Design Phase
- n. Mechanical narrative (Plumbing):
  - Updated description of plumbing system, including domestic cold and hot water, and sanitary systems
- o. Fire Protection Calculations:
  - i. Occupant load and egress calculations
  - ii. Fire protection water supply calculations (Includes water supply flow testing data)
  - iii. Calculate sound attenuation through doors and walls for placement and location of fire alarm system audible notification appliances
- p. Fire Protection Drawings:
  - Floor plans showing (Fire protection water supply lines; Standpipes and sprinkler risers; Remoteness of exit stairways; Location of firewalls and smoke partitions; Identification of occupancy type of every space and room; Calculated occupant loads for every space and room; Location of special fire protection requirements including kitchens, computer rooms, and storage)
  - ii. Riser diagrams for sprinkler system
  - iii. Riser diagram for fire alarm system
- q. Fire Protection Narrative:
  - i. Building egress description (Includes egress calculations and stairway exit capacities, remoteness, exit discharge, etc.)
  - ii. Fire alarm and suppression systems
  - iii. Smoke control system(s), where applicable
  - iv. Special fire protection systems (e.g., kitchen extinguishing system), where applicable
  - v. Fire resistance rating of existing building structural elements
  - vi. 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)
  - vii. Interior finish requirements as they pertain to the life safety requirements
  - viii. Mass notification system
- r. Electrical Calculations:
  - i. Lighting calculations for a typical open office plan with system furniture
  - ii. Lighting calculations for a typical one-person private office
  - iii. Load calculations note what equipment is not final if items are pending/unknown
  - iv. Life-cycle cost analysis of luminaire/lamp system and associated controls
  - v. Power density analysis for lighting of each area
- s. Electrical Narrative:
  - i. Proposed power distribution scheme.
  - ii. Proposed lighting systems (Discuss typical lighting system features, including fixture type, layout, and type of controls; Discuss special spaces such as lobbies, break rooms, and conference rooms; 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)

 Description of each proposed signal system (Description of proposed security systems' features and intended mode of operation; Proposed zone schedule; Proposed card access controls, and intrusion protection system)

- 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)
- vi. 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

#### t. Electrical Drawings:

- 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)
- ii. Plan of typical office lighting layout
- iii. Single line diagram of other signal system including: telephones, security, public address, and others
- iv. Security system plans (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 plans; Security system floor plans; Proposed locations for access controls, intrusion detection devices, and local panels)
- u. Specifications: All divisions edited for the project with yellow highlights as needed to identify portions that still need updating and/or coordination. Part 2 products is to be coordinated with City and County standards and drawing schedules.
- v. Certification Requirements, including: The architect/engineer (lead designer) must certify that the design development complies with the program requirements and energy goals, and local regulatory agencies and review boards. In bullet form, identify how proposed design features will support performance expectations of the project. Expectations are shall be identified in the project's design program.
- w. Design Development Cost Estimate: This deliverable will be completed after submission of the final design development submission.

#### H. Phase IV: Construction Documents

- 1. General Prior To Completion of Construction Documents
  - See "DELIVERABLES EACH PHASE GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.
- 2. Document Deliverables Construction Documents
  - a. Architectural Calculations and Compliance Reports:
    - i. Final acoustical calculations, including noise transmissions through Interior walls, floors, and ceilings, Mechanical and electrical equipment
  - b. Architectural Drawings:
    - i. Project title sheet, drawing index
    - ii. Demolition plans
    - iii. Floor plans
    - iv. Show planning grids (Reflected ceiling plans; Show ceiling grid and location of all elements to be placed in the ceiling)
    - v. Building sections (Vertical zoning for electrical and mechanical utilities must be indicated on sections)
    - vi. Wall sections
    - vii. Interior elevations
    - viii. Details
    - ix. Schedules

- x. Diagrams illustrating proper clearance for servicing and replacement of equipment
- e. Architectural Specifications Complete: Room finish, ceiling types, floor finish, color, and door schedules must be incorporated on drawings.
- h. Mechanical Drawings (HVAC):
  - i. Demolition plans
  - ii. 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)
  - iii. Mechanical details (Quarter-inch scale drawings 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; 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))
  - iv. 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.)
  - 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
  - vi. Schedules
- i. Mechanical Drawings (Plumbing):
  - i. Demolition plans
  - ii. Floor plans (Plumbing layout and fixtures, equipment and piping; large-scale plans should be used where required for clarity)
  - iii. Riser diagrams for waste and vent lines
  - iv. Riser diagrams for domestic cold and hot water lines
  - v. Plumbing fixture schedule
- j. Mechanical Narrative (HVAC):
  - i. 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; Final psychrometrics of HVAC systems; 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)
  - ii. Final fuel and utility requirements
  - iii. A final code compliance statement
  - iv. A final description of any deviation from the HVAC system as approved in the Final Concept
- k. Mechanical Narrative (Plumbing):
  - i. A final description of plumbing system, including domestic cold and hot water, sanitary and storm drainage, and irrigation systems
- I. Calculations and Energy and Water Analyses HVAC:
  - i. Final space heating and cooling load calculations
  - ii. Final system pressure static analysis at peak and minimum block loads for occupied and unoccupied conditions
  - iii. Building pressurization analysis for peak and minimum block loads for occupied and unoccupied conditions
  - iv. Acoustical calculations for peak and minimum block loads for occupied conditions

v. Flow and head calculations for pumping systems for peak and minimum block loads for occupied conditions

- vi. Final selection of equipment, cut sheets of selected equipment
- vii. Final psychrometric calculations for the selected HVAC systems at full and partial loads (partial loads at 50% and 25%, and unoccupied periods)
- viii. Final energy consumption calculations and analysis
- ix. Final fuel consumption estimates
- x. Sizing of fuel storage and distribution system
- m. Calculations (Plumbing):
  - i. Water supply calculations, including pressure
  - ii. Sanitary waste sizing calculations
  - iii. Final water consumption calculations
- Mechanical and Plumbing Specifications: Completely edited version of each specification section to be used on the project.
- o. Fire Protection Drawings:
  - i. Demolition plans if applicable
  - ii. Full set of fire protection construction drawings (Drawings must be carefully dimensioned, noted, and detailed for accurate bidding and construction
  - iii. Fire protection details (all typical details must be shown on the drawings including Firewalls and smoke partition, 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; Security door hardware, including operation procedures; Standpipe riser; waterflow switches and tamper switches; Sprinkler floor control valves, sectional valves, and inspector text 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 ceilingmounted 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
- p. Fire Protection Specifications: Completely edited version of each specification section to be used on the project.
- q. 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.):
  - i. Final occupant load and egress calculations
  - ii. Final fire protection water supply calculations including water supply flow testing data
  - iii. Final fire pump calculations where applicable
  - iv. Final smoke control calculations where applicable
  - r. Final calculations for calculating sound attenuation through doors and walls for placement and location of fire alarm system audible notification appliances
- r. Electrical Drawings (General Systems must be fully drawn and sized to permit accurate bidding and construction):
  - i. Demolition plans
  - ii. Floor plans (Show lighting, power distribution, and communications raceway distribution, and locations of fire alarm and annunciator panels)
  - iii. Single-line diagram of secondary power distribution
  - iv. Single-line diagram of fire alarm system
  - v. Single-line diagram of telecommunications/IT/AV/radio system
  - vi. Circuit layout of lighting control system

- vii. Details of distribution system
- viii. Layout of electrical equipment
- ix. Schedules for panelboards
- x. Grounding diagram
- xi. Security systems site plan
- xii. Final locations of all security devices and conduit runs
- xiii. Security system floor plans
- xiv. Layout of all security systems
- s. Electrical Specifications: Completely edited version of each specification section to be used on the project. All zone schedules to be shown on drawings.
- t. Electrical Calculations:
  - i. Illumination level and lighting power calculations
- u. Certification Requirements: The A/E (lead designer) must provide certification that the project has been designed and is in compliance with ASHRAE 90.1 and will meet City energy goal requirements.
- v. 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.

#### I. Phase V: Bidding Phase

- 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 Designated Representative 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 preparing documents as Exhibits in searchable PDF format to be posted on the City's preferred internet bid site (BidExpress).
- 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.

#### J. Phase VI: Construction Administration

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 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. The visits will vary in frequency based on the stage of construction and nature of activities at the time of the visit, and will average the equivalent of one visit per two weeks in the early phases of construction, to one visit per week during the more intense construction phases from just after mid-construction through substantial completion. The exact schedule for these visits will be determined once a detailed construction schedule is issued by the winning general contractor. Refer to Exhibit B A/E General Design Guidelines related to this agreement for more information.
- 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.

#### **Owner Provided Services and Deliverables**

- A. HAZARDOUS MATERIALS SURVEY
- B. EXPLORATORY DEMOLITION
- C. OTHERS AS APPLICABLE OR REQUIRED

#### Personnel (City)

- A. A core group of City (and Dane County facilities management) 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.
- B. 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, Enhanced Commissioning, etc.

### Personnel (A/E)

#### A. List TBD after selection of A/E.

B. 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.

#### **Payment Schedule**

A. 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.

B. No itemized expenses are allowed. All expenses including but not limited to travel, communication, reproductions, delivery, and other project-related expenditures are included in the total contract price.

PHASE	% of Scope	Completion Requirements
Pre-Design – Program Development	5%	Billed upon successful acceptance by City Designated Representative
Schematic Design	15%	Billed upon successful acceptance by City Designated Representative
Design Development	20%	Billed upon successful acceptance by City Designated Representative
Construction Documents	30%	Billed upon successful acceptance by City Designated Representative
Bidding	2%	Billed upon successful acceptance by City Designated Representative
Construction Administration	26%	Billed upon successful acceptance by City Designated Representative
Warranty Completion	2%	Billed upon successful acceptance by City Designated Representative

## **Completion Schedule**

A. 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 Designated Representative of official notice to proceed. The table below lists a preliminary schedule. The A/E shall recognize that it is important to be prepared to advance this schedule as opportunities arise throughout the duration of the A/E scope of work.

Approximate Time Frame	Milestone Description				
2017					
June - September	A/E Selection				
2017					
September - October	Pre-Design(including owner design review & corrections)				
October - November	Schematic Design (including owner design review & corrections)				
November – January 2018	Design Development (including owner design review & corrections)				
2018					
January - March	Complete Construction Drawings (including owner design review & corrections)				
March - June	Construction Bidding and Contract Signing				
June – March 2019	Construction and Construction Administration				
March 2019 Construction Complete, Owner Occupancy, begin 1 year warran					

#### **Extra Services**

A. Any extra services to be per the Contract for Purchase of Services Agreement. Additional requirements for use in establishing an equitable agreement for extra services is as follows:

- 1. The rates shall be limited to the usual overhead such as clerical and office support and benefits, insurance, and training.
- 2. City may require proof of cost (i.e. payroll records, invoices).
- 3. Reimbursable expenses can be billed at the actual cost rate and have to be pre-approved by the City and shall be limited to:
  - a. Travel to meetings beyond 50 miles of City of Madison. Mileage will be paid at federal reimbursement rate
  - b. Delivery / Shipping
  - c. Printing in excess of usual customary project printing
  - d. Equipment rental and material in excess of usual tools

**END OF DOCUMENT** 



#### Department of Public Works

# **Engineering Division**

Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

# Exhibit B - GENERAL DESIGN GUIDELINES CONTRACT #8007 PROJECT #17047-32-140

#### **Public Health Offices Remodel**

In this Exhibit B; the word "City" means City of Madison, Wisconsin. The City of Madison will include the City's Designated Representative and/or Owner's Representative and/or Commissioning Agent and/or Contractor to provide energy modeling; the word "A/E" means the licensed design professional(s) TBD Architects; and the word "General Building Contractor" means the entity which will be responsible for the actual construction of the project.

Exhibit B is organized by the CSI Divisions of Work and consists of general preliminary information intended for the A/E to begin the design process. Information that is not applicable to any particular division or is applicable to all areas of the design have been included in division 01-General Requirements.

The A/E shall use this Exhibit B as a basis for preparing all plans and specifications, in all phases of the design, as defined in Exhibit A-Scope of Work. Any deviation from the guidelines must be approved by the City Design Team before incorporating them into the plans and specifications.

#### **TABLE OF CONTENTS**

DIVISION 00 – Procurement and Contracting Requirements	
DIVISION 01 – General Requirements	2
DIVISION 02 – Existing Conditions	5
DIVISION 03 – Concrete	
DIVISION 04 – Masonry	5
DIVISION 05 – Metals	
DIVISION 06 – Woods, Plastics, and Composites	
DIVISION 07 – Thermal and Moisture Protection	6
DIVISION 08 – Openings	6
DIVISION 09 – Finishes	
DIVISION 10 – Specialties	
DIVISION 11 – Equipment	
DIVISION 12 – Furnishings	
DIVISION 13 – Special Construction	
DIVISION 14 – Conveying Equipment	
DIVISION 21 – Fire Suppression	
DIVISION 22 – Plumbing	
DIVISION 23 – Heating, Ventilating, and Air Conditioning (HVAC)	
DIVISION 25 – Integrated Automation	
DIVISION 26 – Electrical	
DIVISION 27 – Communications	
DIVISION 28 – Electronic Safety and Security	
DIVISION 31 – Earthwork	
DIVISION 32 – Exterior Improvements	
DIVISION 33 – Utilities	
DIVISIONS 34 through 48	14

#### **DIVISION 00 – Procurement and Contracting Requirements**

- 1. The City will provide the specifications listed below to the A/E for inclusion in the project specifications. Additional specifications may be added or deleted during the design process as needed. The A/E shall not write/provide any additional Division 00 specifications without first verifying the need with the City.
  - a. 00 31 46 Permits
- 2. The City will be responsible for assembling all final bid documents, posting the bid documents to BidExpress, the bidding schedule, bid opening, reviewing bids, awarding the contract, and contract signing.
- 3. The A/E will be responsible for completing & providing to the City all construction document drawings and project specifications as previously outlined in Attachment 1 A/E Scope of Work.
- 4. The A/E (including representatives of all sub-consultants) shall assist and advise the City during the bidding process in all of the following:
  - a. Answer questions/provide clarification via email or phone of the plans and specifications as necessary to bidding contractors.
  - b. Attend the Pre-Bid Walk Through to answer questions/provide clarification of the plans and specifications as necessary to the bidding contractors.
  - c. Review all proposed substitutions of materials and equipment. Advise the City as to acceptable substitutions. Modify plans and specifications as necessary to city confirmed lists of accepted substitutions. NOTE: City has final approval in all substitutions.
  - d. Assist the City in preparing contract addenda based on information generated from items 4a thru 4c above and other corrections to plans and specifications that were completed during the bidding period.

#### **DIVISION 01 – General Requirements**

1. The City may provide any/all of the specifications listed below to the A/E for inclusion in the project specifications. The A/E and the City shall refine this list as necessary based on the project needs. Editing of the specifications in this list shall be the responsibility of the City.

a.	01 25 13	Product Substitution Procedures
b.	01 26 13	Request for Information (RFI)
c.	01 26 46	Construction Bulletin (CB)
d.	01 26 57	Change Order Request (COR)
e.	01 26 63	Change Order (CO)
f.	01 29 73	Schedule of Values
g.	01 29 76	Progress Payment Procedures
h.	01 31 13	Project Coordination
i.	01 31 19	Project Meetings
j.	01 31 23	Project Management Web Site
k.	01 32 16	Construction Progress Schedules
I.	01 32 19	Submittals Schedule
m.	01 32 26	Construction Progress Reporting
n.	01 32 33	Photographic Documentation
ο.	01 33 23	Submittals
p.	01 41 00	Regulatory Requirements
q.	01 43 39	Mockups
r.	01 45 16	Field Quality Control Procedures
s.	01 45 29	Testing Laboratory Services
t.	01 50 00	Temporary Facilities and Controls
u.	01 60 00	Product Requirements
٧.	01 71 23	Field Engineering
w.	01 73 29	Cutting and Patching
х.	01 74 13	Progress Cleaning
у.	01 74 19	Construction Waste Management and Disposal
Z.	01 76 00	Protecting Installed Construction
aa.	01 77 00	Closeout Procedures
ab.	01 78 13	Completion and Correction List

ac.	01 78 23	Operation and Maintenance Data
ad.	01 78 36	Warranties and Guarantees
ae.	01 78 39	As-Built Drawings
af.	01 78 43	Spare Parts and Extra Materials
ag.	01 79 00	Demonstration and Training

- 2. The A/E and all sub-consultants shall become familiar with the City of Madison Standard Specification for Public Works Construction (<a href="http://www.cityofmadison.com/business/pw/specs.cfm">http://www.cityofmadison.com/business/pw/specs.cfm</a>) and all City provided Division 01 specifications as they relate to City policies for Public Works Projects, procedures within SharePoint, and general contract expectations and intent on the part of the City.
- 3. The A/E will be responsible for writing additional Division 01 specifications as needed.
- 4. The A/E shall incorporate all City provided specifications, regardless of Division, into their specification documents.
- 5. Construction Products and Materials
  - 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 construction products and materials.
  - b. 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.
- 6. Interior Finishes and Materials
  - 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.
  - b. The 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.
    - i. Durability describes composition/content, thickness, hardness, strength, wear resistance, load limit, and water absorption.
    - ii. Maintenance addresses wear layer/sealer, barrier/backing, "clean-ability", stain resistance, microbial resistance, and mold/mildew resistance.
    - iii. Service life is described in terms of the length of warranty available.
    - iv. Environmental addresses recycled content, renewable resources, local materials, and VOC emissions.
  - c. 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.

# 7. Structural Design

a. 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.

#### 8. Mockups

- a. If it is determined that mock-ups would be helpful during the design phase the A/E shall coordinate with the City Project Manager all procedural requirements necessary to amend Exhibit A-Scope of Work, amendments to the contract proposal, and other related information prior to proceeding with the mockup.
- 9. Interior Work Space Requirements and Goals
  - a. As part of the pre-design planning effort the A/E shall work with the staff and applicable agencies to develop the tenant space (city staff utilizing the space) and customer space (non city staff visiting the space) requirements.
  - b. Complete an in-depth analysis of the overall workspace requirements. The process must use analytical tools, methods, and technology to structure input from a broad range of staff, and integrate experienced insights and recommendations concerning the following:
    - i. Formal and informal amenities for collaborative spaces.
    - ii. Space adjacencies, types, and sizes necessary to support the tenant's mission.
    - iii. Analysis and documentation of clients work patterns and styles.
    - iv. Flexibility to adapt to future change.
    - v. Mobility of workforce and accommodating technology.
  - c. When designing and planning the tenant space, the following factors should be established as the primary criteria for calculating the total space needed.
    - i. Ratio of open to enclosed space, based on percentages of employee population.

- ii. Average size of open workstations.
- iii. Average size of enclosed offices.
- iv. Percentage of collaborative space, both formal and informal.
- v. Percentage of workforce with job mobility for desk-sharing potential.
- d. Additionally, design goals should include:
  - i. Maximize natural light in open spaces and avoid placing enclosed rooms along the windows.
  - ii. Provide adequate speech privacy and consider sound masking if necessary to ensure appropriate acoustics.
  - iii. 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.
  - iv. Provide and minimize centrally located resource centers for files, supplies, and equipment.
  - v. Provide adequate, clearly located space for the recycling program.
  - vi. Choose workplace components and furnishings as identified in Division 12 below or recommend furnishings that may be unique to the project requirements. Components and furnishings must be easy to move and reconfigure by the occupants, to accommodate change, without skilled labor or technical contract support.
- e. 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 are reflected in the final construction documents.

#### 10. Acoustics

- a. The standards in this section establish adequate acoustic qualities. Post-construction commissioning will confirm that the acoustical standards have been met.
  - i. General Criteria for Building Spaces
    - Closed Offices versus Open Plan: For work that does not require acoustic and/or visual privacy, an
      open plan environment with low or no partitions between workstations is permitted. For work that
      requires a balance between ongoing, active collaboration, easy workgroup reconfiguration, flexible
      settings, and minimized unwanted acoustic distraction, an open plan setting with a well-engineered
      acoustical design is required.
    - Key components of such engineered open plan designs are highly absorptive ceilings, suitable height
      partition panels that both absorb and block sound, suitable levels of background sound (typically
      provided by electronic sound masking systems), and ready access to acoustically private (closedoffice) meeting spaces.
    - Closed offices must be provided for workers who routinely require extended periods of
      concentration, in-office meetings, and/or confidential conversation. Meeting spaces and closed
      offices that require speech security must be designed in conjunction with a qualified acoustical
      consultant.
  - ii. Noise Isolation, Room Acoustics, and Speech Privacy
    - Absorptive materials are required in speech-sensitive spaces to control reverberation and echoes.
    - 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.
    - Where an elevator shaft 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.
    - See Divisions 22, 23, and 26 for additional noise isolation requirements of MEP related equipment and piping.
    - 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.
  - iii. For construction 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. The A/E shall employ a qualified acoustical consultant during the design phase as necessary to guide and confirm all pre-design acoustical goals are being met throughout design and construction documentation.

- 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).
- 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).
- 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.
- 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).
- 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).
- 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).

# **DIVISION 02 – Existing Conditions**

- 1. The A/E shall review with the City the CSI Division 02 Table of Contents to determine which specifications will be needed during the Schematic Design phase.
  - a. A/E and City shall determine who shall be responsible for writing any specifications.
  - b. A/E shall use any existing information (site survey, soil information, etc) generated and provided by the City during the design phase as attachments or references to the specifications.

#### **DIVISION 03 - Concrete**

- 1. The A/E shall be responsible for writing all performance specifications for each type/need of concrete being used during the project as necessary. This shall include the most current references to recognized industry standards, testing requirements, etc.
- 2. The City is requiring the A/E incorporate the following City standards into their Division 03 specifications.
  - a. 03 20 00 Concrete Reinforcing
    - i. All rebar shall be plain steel rebar unless otherwise required or specified by code or construction detail.
    - ii. Epoxy coated rebar shall only be used in exterior locations where open or cut concrete joints could potentially expose the rebar to corrosion.
- 3. The City is requiring the A/E incorporate the following City standards into their Division 03 specifications and design standards.
  - a. Architectural precast concrete design must follow the recommendations of the Precast Concrete Institute (PCI) contained in PCI publication, Architectural Precast Concrete, Current Edition.

#### **DIVISION 04 – Masonry**

- 1. The City is requiring the A/E incorporate the following City standards into their Division 04 specifications and design standards.
  - a. 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.

#### **DIVISION 05 - Metals**

- 1. The City currently does not have any design standards for this Division of Work.
- 2. The A/E shall review all materials and methods related to this Division of Work with City Staff throughout the design process.
- 3. The A/E is responsible for writing any specifications related to this Division of Work.

# **DIVISION 06 - Woods, Plastics, and Composites**

- 1. The City currently does not have any design standards for this Division of Work.
- 2. The A/E shall review all materials and methods related to this Division of Work with City Staff throughout the design process.
- 3. The A/E is responsible for writing any specifications related to this Division of Work.

#### **DIVISION 07 – Thermal and Moisture Protection**

- 1. The City is requiring the A/E to incorporate the following City standards into their Division 07 specifications and enclosure design standards.
  - a. Fire Performance and Smoke Development: 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 shall apply to all materials applied on or over the building interior finish for decorative, acoustical or other purposes.

#### **DIVISION 08 – Openings**

- 1. The A/E shall provide in the construction drawings all of the following on the same sheet whenever possible:
  - a. All door and window openings clearly labeled and identified with a non-duplicated reference number keyed back to the door and window schedule.
  - b. A complete hardware schedule indicating the primary preferred hardware type. Allowable alternates shall be listed in the door hardware specifications. Schedule shall list all components (kick plates, hinges, closures, locksets (including electronic), etc)
  - c. Door and window schematics indicating types and modifications of each type.
  - d. Door and window schedules indicating the identification number, rough opening, type, hardware sets by component, finishes, associated details, and any special requirements.
- 2. Interior Doors
  - a. Interior door types may be hollow metal, aluminum, wood or other metal that is complimentary to its intended use and occupancy. Types, finishes, and hardware shall be approved by city staff during the design process.
- 4. Door Hardware; all final door hardware selections shall be approved by City Staff.
  - a. Locksets; SCHLAGE brand
  - b. Automatic Door Openers (pedestrian/ADA) shall be as manufactured by Stanley, no alternates will be permitted.
  - c. Where high use is anticipated hinges and other hardware shall be rated as heavy duty.
  - d. Handles, hinges, lockset finishes shall be determined with City Staff during finish selections.
- 5. Interior Windows
  - a. Interior windows may be used when programming space dictates for space separation such as observation, borrowing light, etc.
  - b. Types may be hollow metal, aluminum, wood or other metal that is complimentary to its intended use and occupancy. Types, finishes, and hardware shall be approved by city staff during the design process.
- 6. Window Cleaning: The A/E shall demonstrate that cleaning and maintenance of interior glazing surfaces can be achieved without extraordinary means and methods.

#### **DIVISION 09 – Finishes**

- 1. The A/E shall provide in the construction drawings all of the following, on the same sheet whenever possible:
  - a. A complete listing of all finishes by component (tile, paint, acoustical tile, etc). Finish types within a component shall be uniquely identified (Paint; P1, P2, P3, etc) with preferred manufacturer, color, texture, and other required identifiers as necessary. Complete product specifications and allowable alternates shall be listed in the finishes specifications.
  - b. A complete finish schedule by room indicating the finish type for each wall, ceiling, floor, base, trim, etc.
    - i. Only finish schedules in the construction drawings will be allowed. The use of keyed finish references on the floor plan and/or graphic symbolization will not be permitted.

- ii. Where a room may have more than 4 walls, 2 ceiling finishes, etc sufficient columns shall be provided to accommodate the additional surface identifiers as necessary.
- c. For more complicated finish schedules interior elevations may be required
- 2. Whenever possible the City prefers the following standards, materials, or manufacturers be used in determining finishes. The A/E shall review any deviation from these standards prior to specifying other products and shall be responsible for final coordination of all finishes and colors with the City.
  - a. Flooring
    - i. Rubber Flooring; Nora, 2x2, colors and locations as selected by project
    - ii. Carpet; Lees, Faculty IV, 2x2 carpet tile, colors and locations as selected by project
    - iii. Tile; colors and locations as selected by project
    - iv. Sealed Concrete (with non-slip additives as appropriate) in maintenance, janitorial, mechanical, shop, and storage rooms. Epoxy coatings with a urethane topcoat (with non-slip additives as appropriate) may be used as an alternate where budget or need allows. Painted floors are not permitted.
  - b. Ceramic Wall Tile; colors and locations as selected by project
  - c. Paint; colors and locations as selected by project
  - d. Vinyl Wall Coverings; colors and locations as selected by project
  - e. Acoustical Ceiling Tiles; Sag, impact and scratch resistant surface. 20 year systems warranty. Recycled content greater than or equal to 50%, and recycled 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.
- 4. 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 (FIC) of not less than 50.

# **DIVISION 10 – Specialties**

- 1. The A/E shall work with City Staff for any specialty equipment that may be needed for the project.
- 2. Visual Display Units: Provide recommendations for visual display units of suitable quality and functionality based on the intended room use and space available for mounted applications. A/E shall specify manufacturer, model, size, and any finish for contractor provided/installed display units.
- 3. Signage: The A/E shall be responsible for designing a clear and coordinated system of interior signage and way-finding that will 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 suite. Signage details and specifications shall be included in the construction documents bid package.
  - a. General: A well-designed space shall use as few signs as possible. Signs should make the suite way-finding clear to the first-time user by identifying the main suite entrance.
    - i. Any use of the Official City Logo or City Division Logo shall be sized and located as per City Administrative Procedure (APM) 3-18.
  - b. Follow all ADA guideline specifics for parameters of design, including location, size, color, tactile qualities, and graphic symbols.
  - c. Interior Signage Way-Finding; shall be determined on a project by project basis. Style, materials, font, etc shall be approved by city staff.
    - i. Customized Interior Signage shall have full typical details and shall be provided with the architectural details
    - ii. Manufactured Interior Signage; The City preferred interior signage is by InPro; provide full typical details with the architectural details. Provide room name/number tables as needed.
- 4. Wall Protection: Coordinate with City Staff on areas of wall and corner protection. Wall and corner protection shall be clearly called out on finish floor plans and shall be identified in the finish materials schedule.
  - a. Corner Protection: The City preferred corner guard is; InPro Aluminum Surface Mount Corner Guards. Color and/or material selection shall be verified by City staff.
  - b. Wall Protection: Provide wall protection as required by location and anticipated use or maintenance needs.
    - Walls around water coolers, hand dryers and other related appliances shall be solid surface, FRP, or stainless steel, when ceramic tile is not used, for ease of cleaning, sanitization, and low wall maintenance.

- ii. Walls in corridors and open space requiring protection from equipment (carts, equipment belts, etc) and around security door scanning devices such as card readers shall be InPro Rub Rail, color and/or material selection shall be verified by City staff. Space between pieces shall be 1/8" or less and filled with Vinylseal color matched caulk.
- iii. Walls requiring chair rails shall be protected by wall guards. Guards may be custum designed or as manufactured by InPro depending upon project requirements.
- 5. Other Specialties
  - a. AED Devices; Automated External Defibrillators (AED) shall be Zoll-AED Plus; quantities and locations as required by code; wall mounted; with case, mounting brackets and wall signage.
  - b. Fire Extinguishers; shall be type, sized, and located as required by code, hanger or enclosure style to be determined during design process.
  - c. Advise on the requirements for lactation rooms

# **DIVISION 11 – Equipment**

- 1. The A/E shall indicate Kitchen and Food Service equipment on the floor plans for design coordination with other trades. Coordinate with the City as to which items will be provided by the contract or by the owner. All required rough-ins shall be part of the contract.
- 2. The A/E shall provide all audio-visual equipment on the floor plans for design coordination with other trades. Coordinate with the City as to which items will be provided by the contract or by the owner. All required roughins shall be part of the contract.
- 3. The A/E shall be responsible for locating and coordinating other equipment needs on a project by project basis.

### **DIVISION 12 – Furnishings**

- 1. The A/E shall provide preliminary furniture plans indicating locations of cubicles, desks, conference room tables, and equipment such as printers, copiers, etc. See item below for additional information.
  - a. Preliminary plans shall be used by other consultants to properly locate outlets, data ports, path of egress, exit lighting, and other mechanically related items.
  - b. Preliminary plans shall be used by other consultants hired by the City for accurate furniture layouts, takeoffs, and purchase orders.
- 2. The A/E shall provide furnishing schedules as appropriate in the construction drawings. Furnishings may be combined with other schedules (window treatments in the window schedule) where appropriate.
- 3. Window Treatments: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
- 4. Casework: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
- 5. Furnishing and Accessories: As described in the A/E Scope of Work the A/E shall be responsible for the providing furniture plans and open office system layouts.
  - a. Task Lighting: Built-in task lighting shall be designed by A/E, shall be LED whenever possible and shall be reviewed by City Staff for approval of location, type, control, and light output. Portable task lighting shall be by owner.
  - b. Office Furniture: The following is a list of City preferred furniture standards. These standards shall be reviewed with the City Staff prior to preparing furniture layouts to confirm specification.
    - i. Office and workspace configurations shall comply with standard industry design practices and established configurations within city agencies.
    - ii. Desking; Make/Model TBD.
    - iii. Storage; Make/Model TBD
    - iv. Desk Chairs; Herman Miller Mirra, Frame: Graphite, Armpad: Black, Back Finish: Graphite, Seat Material: Graphite AireWeave
    - v. 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
    - vi. Conference Room Tables; Herman Miller Everywhere
    - vii. Training Room Tables; Herman Miller Everywhere Flip-top
    - viii. Systems Furniture; Herman Miller Action Office

d. Other Furnishings shall be addressed by the A/E and City Staff on a project by project basis.

#### **DIVISION 13 - Special Construction**

- 1. The A/E shall review all materials and methods related to this Division of Work with City Staff throughout the design process.
- 2. The A/E is responsible for writing any specifications related to this Division of Work.

#### **DIVISION 14 – Conveying Equipment**

1. It is anticipated that this Division will not be used during this project.

#### **DIVISION 21 – Fire Suppression**

- 1. This division of design guidelines shall specifically apply when "Exhibit A A/E Scope of Work" requires the A/E to have a Fire Protection Engineer (FPE) on the Design Team.
  - a. In the event Exhibit A does not require an FPE, the A/E shall provide sufficient Fire Protection plans to clearly indicate special requirements of the sprinkler system. Requirements may include but would not be limited to routing along architectural features, through specific penetration points, or around mechanical features such as roof vents.
- 2. The FPE must be a full participant of the A/E team for each phase of the project from concept through design, construction, and occupancy.
- 3. Fire Suppression design shall be in full compliance with the latest edition of the IBC and other applicable codes. Any variance for any reason must be reviewed with the City.
- 4. The A/E and Fire Protection 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.

#### **DIVISION 22 - Plumbing**

- 1. Plumbing design shall be in full compliance with the latest edition of the IBC and other applicable codes. Any variance for any reason must be reviewed with the City.
- 2. 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.
- 3. Where this Division of Work has floor mounted equipment, a concrete housekeeping pad shall be provided for each piece of equipment.
  - a. Concrete pad shall be a minimum of 4" in height and 4" wider than the full size of the equipment footprint including connections, etc.
  - b. Concrete pad shall be level, edges shall be rounded to allow drainage off the slab.
- 4. The City of Madison has standardized on the following fixtures, equipment, and trim. Only the manufacturer and model information provided below shall be specified for this project.
  - a. Isolation valves shall be provided for all fixtures
- 5. Plumbing Noise; Ambient noise from plumbing equipment shall not exceed the noise criteria (NC) values described in Division 1-General Requirement Design Standards above.
  - a. All water, wastewater, and drain piping must be vibration-isolated from the structure, finishes, and other piping.
  - b. Install R-11 batt insulation in all wall spaces where such piping is located and install the piping at least 1 inch away from the gypsum wall board.
- 6. Pipe Insulation: All supply, wastewater, and drain piping shall be insulated for additional noise reduction.

- 7. Pipe Identification: All piping shall be identified as to content type (waste, vent domestic hot, soft cold, etc.) and flow direction.
  - a. Minimum marking requirements is once per room with no ceiling for each pipe type preferably centered on the room. Where a room has exposed piping, with a ceiling, pipe identification shall be above and below the ceiling.
  - b. Large rooms shall be marked as often as possible with distances not to exceed 50 feet apart.
  - c. Where pipe alignments bend around large equipment and ducts, pipes shall be marked on both sides.
  - d. Pipes entering or leaving equipment shall be marked within 5 feet of the equipment being served by the pipe.
- 8. Valve Identification Tags: All plumbing valves shall be brass tags fastened to the valve by chain or metal clip. Zipties are not acceptable means of fastening tags.
  - a. All plumbing valve tags shall carry a prefix of "P" or "PLBG" followed by consecutive numbering.
  - b. Plumbing valve lists shall be complete and wall mounted in plexi-glass frames in all mechanical rooms. Valve lists shall provide all of the following information for each valve.
    - i. Valve Number (I.E. P-101)
    - ii. Valve size and type (3/4 Ball)
    - iii. Type of piping (CW)
    - iv. Room number or name; coordinate room locations with final architectural plan sets.
    - v. Remarks; indicate if valve is above ceiling in chase space, etc.

# **DIVISION 23 – Heating, Ventilating, and Air Conditioning (HVAC)**

- 1. HVAC design shall be in full compliance with the latest edition of the IBC and other applicable codes. Any variance for any reason must be reviewed with the City.
- 2. Specify HVAC Equipment that complies with the International Mechanical and Energy Conservation Codes and local building codes. Energy conservation technologies must be applied to the extent that the technologies are life-cycle cost-effective.
- 3. The A/E's goal shall be to achieve a 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.
- 4. Select HVAC technology types as requested by City and provide alternative suggestions or new technologies when applicable.
  - a. Develop a report analyzing Initial Costs vs. Operating Costs to demonstrate energy efficiency and life cycle costing for each technology type.
    - i. The City shall evaluate the benefits of incorporating components of varying energy efficiencies in the project to select final technologies to be used.
  - b. Energy Performance: Perform energy simulations to determine best system options and improve design and control strategy. Exceed current ASHRAE guidelines by 30%. Employ most efficient equipment for each technology type (if not contradicting maintainability).
  - c. Energy Simulation Methods:
    - i. Preliminary simulation: Energy Plus, Design Builder, Trane Trace, or eQuest.
    - ii. Final simulation: Same software as preliminary simulation unless approved by City Project Manager.
- 5. Thermal Comfort shall be based on ASHRAE 55.
- 6. Indoor Air quality: Ventilate to meet OSHA, code and ASHRAE requirements (whichever is higher).
- 7. Coordinate locations of HVAC with other disciplines.
- 8. Unacceptable Design Practices: Obsolete or soon to be phased out technologies (i.e. R22), Electric heat.
- 9. HVAC Mechanical Noise; Ambient noise from HVAC equipment shall not exceed the noise criteria (NC) values described in Division 1-General Requirement Design Standards above.
  - a. All mechanical equipment must be vibration isolated from the building frame.
  - b. 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 equipment, electrical equipment, machine rooms, or adjacent to HVAC or elevator shafts.
  - c. Where an equipment room occurs adjacent to noise-sensitive spaces (NC/RC 35 or lower), the maximum intrusion level of noise must be limited to 5 dB below the maximum NC/RC for the space in all octave bands.
  - d. In the walls, ceilings, and floors enclosing noise-sensitive spaces all hydronic piping, fans, motors, and other related HVAC equipment 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 1 inch away from the gypsum wall board.

- 10. Where this Division of Work has floor mounted equipment, a concrete housekeeping pad shall be provided for each piece of equipment.
  - a. Concrete pad shall be a minimum of 4" in height and 4" wider than the full size of the equipment footprint including connections, etc.
  - b. Concrete pad shall be level, edges shall be rounded to allow drainage off the slab.
- 11. The City of Madison has standardized on the following Operability and Maintainability requirements for the HVAC system regardless of the technology type selected.
  - a. Operation; Design the HVAC system so that equipment failures and normal maintenance have minimal impact on the tenants.
    - i. Failure of one piece of equipment should not shut down large portions of the building.
    - ii. 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.
    - iii. Equipment components, spare parts, and related materials should be readily available in the local area.
    - iv. Equipment components, spare parts, and related materials be repairable by craftsman and technicians available in the local area.
  - b. 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.
  - c. 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. Maintenance access doors should swing full open and be accessible from the maintenance side of the equipment being served.
  - d. Robust and Reliable with 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.
- 12. The City of Madison has standardized on the following HVAC Components depending on the technology type selected. Only the manufacturer and model information provided below shall be specified for this project when applicable, any recommended alternates shall be approved by the City prior to incorporating them into the plans and specifications.
  - a. Basis of Design; at time of contract, subject to design modifications throughout the design process.
    - i. Central Plant;
      - Per County requirements. Connect to building central plant.
    - ii. Cooling
      - Per County requirements. Connect to building cooling system.
    - iii. Ventilation
      - Per County requirements. Connect to building air handling system.
    - iv. Heating:
      - Per County requirements. Connect to building central plant.
  - b. Controls; Connect to building's Building Automation System. All equipment shall be controlled by BAS as to the maximum extent possible.
    - i. Control sequences to be coordinated with County and to include, at a minimum:
      - Static pressure reset based on damper position
      - HVAC Occupancy sensors, in addition to lighting occupancy sensors
      - Discharge air temperature reset based on cooling demand
      - Scheduling
  - c. Filtration; Per County requirements, but at a minimum:
    - i. MERV 13 for Air intake
    - ii. MERV 13 for re-circulated air of occupied spaces
  - d. IT Equipment Cooling (TBD).
  - e. Valves;
    - i. Isolation valves shall be provided for all zones and all terminal equipment.

- 13. Pipe Insulation: All HVAC piping shall be insulated.
- 14. Pipe Identification: All piping shall be identified as to content type (chiller supply, chiller return, etc.) and flow direction.
  - a. Minimum marking requirements is once per room with no ceiling for each pipe type preferably centered on the room. Where a room has exposed piping, with a ceiling, pipe identification shall be above and below the ceiling.
  - b. Large rooms shall be marked as often as possible with distances not to exceed 50 feet apart.
  - c. Where pipe alignments bend around large equipment and ducts, pipes shall be marked on both sides.
  - d. Pipes entering or leaving equipment shall be marked within 5 feet of the equipment being served by the pipe.
- 15. Valve Identification Tags: All HVAC valves shall be brass tags fastened to the valve by chain or metal clip. Zip-ties are not acceptable means of fastening tags.
  - a. All HVAC valve tags shall carry a prefix of "H" or "HVAC" followed by consecutive numbering.
  - b. HVAC valve lists shall be complete and wall mounted in plexi-glass frames in all mechanical rooms. Valve lists shall provide all of the following information for each valve.
    - i. Valve Number (I.E. H-101)
    - ii. Valve size and type (3/4 Ball)
    - iii. Type of piping (CW)
    - iv. Room number or name; coordinate room locations with final architectural plan sets.
    - v. Remarks; indicate if valve is above ceiling in chase space, etc.

#### **DIVISION 25 – Integrated Automation**

1. It is anticipated that these Division will not be used during this project.

#### **DIVISION 26 – Electrical**

- 1. The Electrical design shall be in full compliance with the latest edition of the IBC and other applicable codes. Any variance for any reason must be reviewed with the City.
- 2. Specify Electrical Equipment that complies with the International Electrical Code and local building codes.
- 3. The following General Electrical Engineering Standards are intended to be the minimum design guidelines/requirements for this project:
  - Minimum Design Services include power distribution, circuit design for all load types, lighting design (by Lighting Designer), and equipment connection schedules
- 4. Where this Division of Work has floor mounted equipment a concrete housekeeping pad shall be provided for each piece of equipment.
  - a. Concrete pad shall be a minimum of 4" in height and 4" wider than the full size of the equipment footprint including connections, etc.
  - b. Concrete pad shall be level, edges shall be rounded to allow drainage off the slab.
- 5. The City of Madison as standardized on the following Electrical Power and Supply Components.
  - a. Electrical Panels; Per County Requirements
    - i. Transient voltage surge suppression (TVSS) at main panel.
    - ii. All panels with at least 25% spare capacity for future expansion.
  - b. Electrical Devices; Per County Requirements
    - i. Including but not limited to switches, receptacles, and other electric devices
    - ii. All devices to be commercial grade
    - iii. All outlets to be minimal rating of 20A
- 6. The City of Madison has standardized on the following Lighting Design and Component Requirements.
  - a. The A/E and Lighting Designer 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.
  - b. The lighting design shall meet code-required lighting and/or IES recommended levels
    - i. W/ft² 40% lower than code minimum isrequired
  - c. Use 277v lighting when building has 480v service.
  - d. Switching and Sensors
    - i. Switching for improved comfort, however no switches in corridors.

- Dimming wherever possible and Bi-level only if dimming is not possible
- iii. No wall-mounted sensors use ceiling mounted, line-voltage, dual technology. Sensorswtich.
- iv. Occupancy sensor control in bathrooms, corridors, janitor and storage with longest adjustable durations possible. Lighting schedule shall specify shutoff time limit for various spaces (I.E. private office =10 minutes, etc.
- v. Vacancy sensor control in offices, conference rooms and break rooms
- vi. No occupancy sensor control where code prohibits including IT, Mech and Elec rooms
- vii. Daylight dimming in areas near large windows use sensors integrated with fixture
- j. Lighting Products
  - i. Indoors;
    - General Illumination: LED per County Requirements
    - LED tasklighting
  - iii. LED EXIT signs per County requirements
  - iv. Emergency lighting; Per County requirements.

#### **DIVISION 27 – Communications**

- 1. The City may provide any/all of the specifications listed below to the A/E for inclusion in the project specifications. The A/E and the City shall refine this list as necessary based on the project needs. Editing of the specifications in this list shall be the responsibility of the City.
  - a. 27 21 33 Wireless Access points (WAP)b. 27 32 43 Radio Communication Equipment
  - c. 27 35 00 Call Management
  - d. 27 41 23 Audio-Visual Accessories
  - e. 27 41 43 Audio-Video conferencing (PolyCom)
- 2. Design and coordinate with City Staff as directed all Telecommunication and Information Technology (IT) elements required for this project. This shall include but not be limited to the following:
  - a. Dedicated IT rooms, racks, and equipment
  - b. All interior data conduit, cabling, data ports including floor outlets if needed
  - c. Data cabling and connections for any equipment specified in other Divisions of Work.
  - d. All audio/visual equipment including projectors, monitors, mounting devices and related installation materials
  - e. All items required for wireless connectivity as needed
  - f. Provide WAP and data as requested by City Staff.
- 3. Coordinate with other consultants as needed for complete installation, this shall include but not be limited to the following:
  - a. The Architect/Structural Engineer for all items where support is required (hangers, backer boards, etc.) for a complete installation
  - b. MEP Engineers for coordinating controls, electrical and mechanical connection points.
  - c. Specialized Equipment that is described in other Divisions of Work.

# **DIVISION 28 – Electronic Safety and Security**

- 1. The City may provide any/all of the specifications listed below to the A/E for inclusion in the project specifications. The A/E and the City shall refine this list as necessary based on the project needs. Editing of the specifications in this list shall be the responsibility of the City.
  - a. 28 13 00 Access Control System (Keyscan)
- 2. The A/E and their security 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.).
- 3. Design and coordinate with City Staff as directed all locations for each of the following:

- a. Access Control Systems; the City has standardized on Keyscan door security systems. Provide installation plans, details and schedules per specification noted in 1 above.
  - i. System hardware shall be installed in dedicated IT rooms with other related equipment.
  - ii. Doors and card reader/keypad locations shall be identified on all floor plans, electrical plans, technology plans, and door schedules as required.
  - iii. Ensure required connectivity cabling does not exceed manufacturer maximums along the path of travel.

# **DIVISION 31 - Earthwork**

1. It is anticipated that these Divisions will not be used during this project.

#### **DIVISION 32 - Exterior Improvements**

1. It is anticipated that these Divisions will not be used during this project.

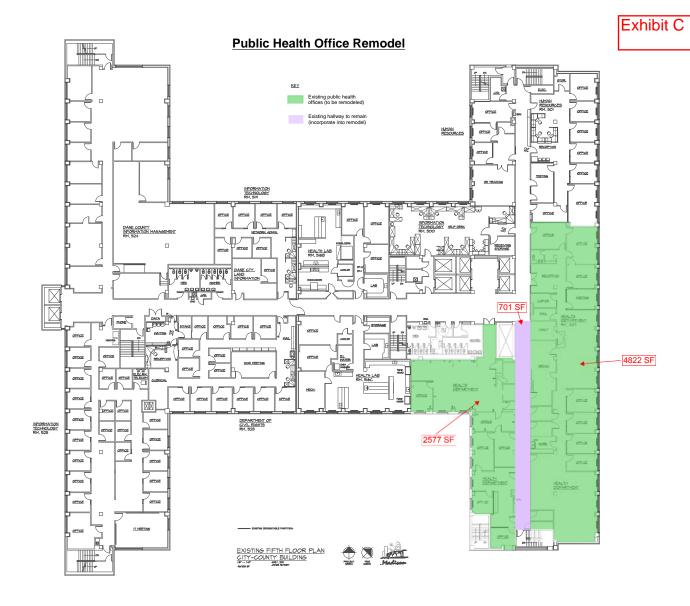
#### **DIVISION 33 - Utilities**

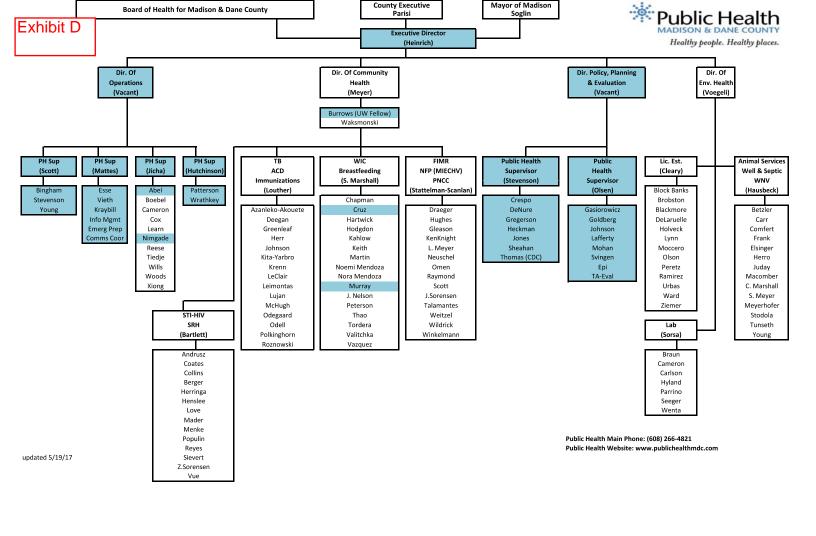
1. It is anticipated that these Divisions will not be used during this project.

# **DIVISIONS 34 through 48**

1. It is anticipated that these Divisions will not be used during this project.

**END OF DOCUMENT** 



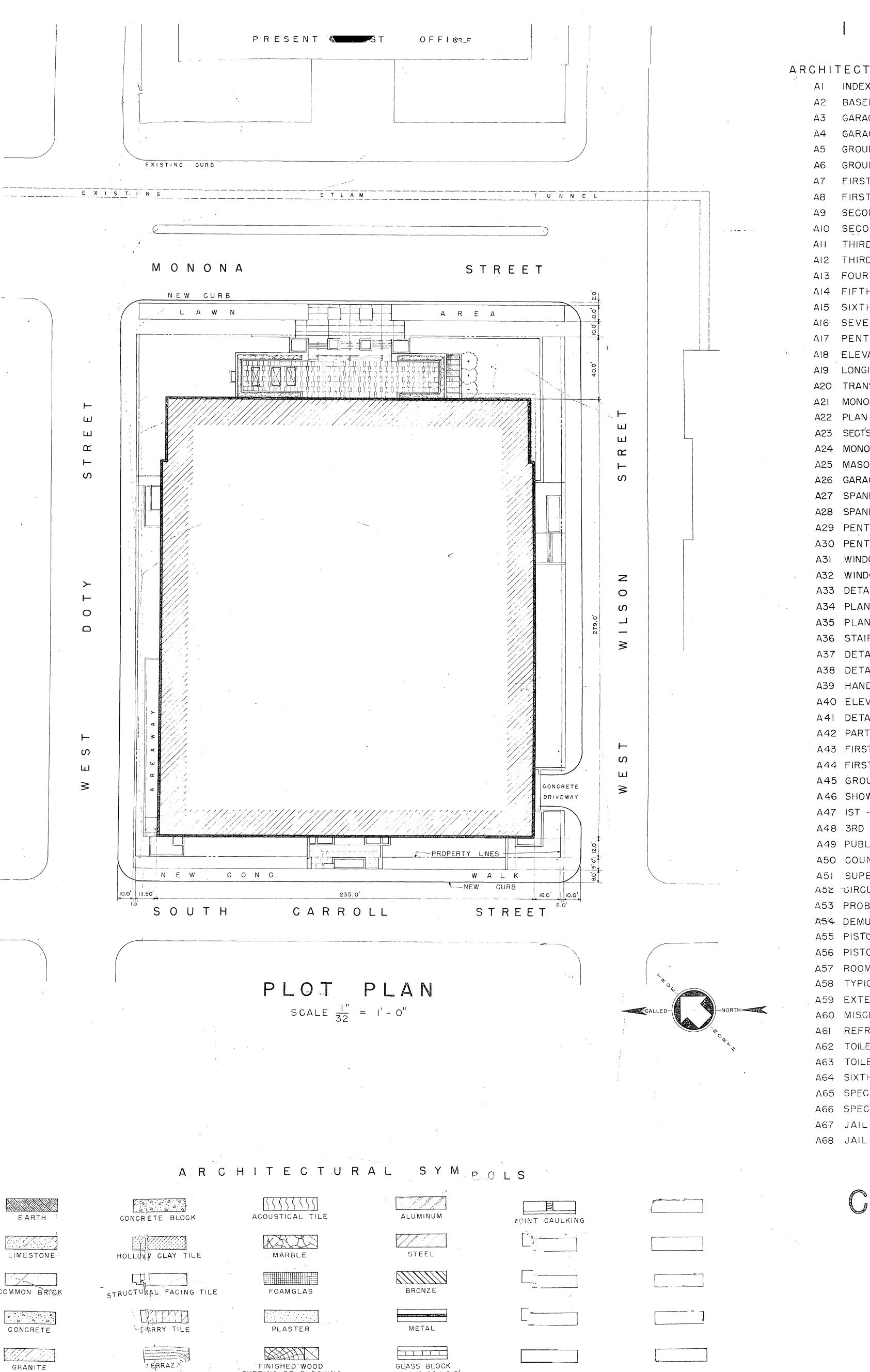




	Task Name	Duration	Start	Finish	Predecessors	
	Task Name	Duration	Start	rinish	Predecessors	017   Qtr 3, 2017   Qtr 4, 2017   Qtr 1, 2018   Qtr 2, 2018   Qtr 3, 2018   Qtr 4, 2018   Qtr 4, 2018   Qtr 1, 2019   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec   Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Oct   Apr   Apr   May   Apr   May   Apr   Apr   May   Apr   May   Apr   May   Apr   Apr   May   Apr   Ap
56	Public Health - CCB Remodel	94 wks	Mon 5/22/17	Fri 3/8/19		
7	Step 1 - A/E Selection	16 wks	Mon 5/22/17	Fri 9/8/17		
3	Step 2 - Pre Design/Programming	4 wks	Mon 9/11/17	Fri 10/6/17	57	_
9	Step 3 - Schematic Design	6 wks	Mon 10/9/17	Fri 11/17/17	58	
0	Step 4 - Design Development	8 wks	Mon 11/20/17	Fri 1/12/18	59	<u> </u>
1	Step 5 - Construction Documents	8 wks	Mon 1/15/18	Fri 3/9/18	60	
2	Step 6 - Bidding + Contract Executi	(12 wks	Mon 3/12/18	Fri 6/1/18	61	<u>*</u>
3	Step 7 - Construction (incls. haz ma	40 wks	Mon 6/4/18	Fri 3/8/19	62	<u> </u>



Mon 5/15/17 5:39 PM



FINISHED WOOD

FURRING OR BLOCKING

GLASS BLOCK

(SHOWING BLOCK SIZL

# D R A W I N G S D E Y

	1	N	D	E	X	T	O		D	R	Д	W		N	G
CHIT	ГЕСТ	URAL						ARCHI	TECT	URAL	CONTIN	UED			
ДΙ	INDEX,	, PLOT P	LAN, AN	D ARCH	IITECTURAL	SYMBOLS		A6 <b>9</b>	JAIL	DETAIL	.S				
Α2	BASEN	MENT PL	AN - EAS	Γ							;				
АЗ	GARAG	E FLOOP	R PLAN -	EAST								·			
Δ4	GARAG	E FLOOF	R PLÁN -	WEST											
Α5		ID FLOOF			• •	, t <sub>e</sub> t		STRUC	•						
A6		ID FLOOF	•					SI		•					R SCHEDS.
Α7		FLOOR	1. A. A.					11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		. 2000		•			AN - EAST -
A8		FLOOR	1			ing green of the second of the		S3		•		GE FLOO			
А9		ID FLOO			•			S4 S5				MING PLA MING PLA			
AIO AII	to the Science	ID FLOOR						S6				MING PLA			
AII		FLOOR			٠.			50 S7	•			NG PLAN		<i>.</i>	
A13		H FLOO	•					S8				NG PLAN			,
A14		FLOOR	and the second					S9				MING PLA		ST	
		FLOOR						SIO				MING PLA			•
		NTH FLO				ووالمستروع والمستروع والمس	• ••	SII	THIR	D FLOOP	R FRAMI	NG PLAN	- EAST	-	
					i,			SI2	THIR	D FLOOR	R FRAMI	NG PLAN	- WEST	<del>-</del>	
AI8	ELEVA	TIONS	٠	•				SI3	FOU	RTH FLO	OR FRA	MING PLA	AN - EAS	ST	
:								S14	ROO	F (FUTUR	RE 4TH	FLOOR I	PLAN -	WEST	
A20	TRANS	VERSE S	SECTIONS					SI5	FIFT	H FLOOR	R FRAMI	NG PLAN	- EAST		
A21	MONON	IA & WIL	SON ST.	ENTRAN	CE PLANS	& ELEV'S.		<b>S</b> 16	SIXT	H FLOO	R FRAM	ING PLAN	- EAST		
A22	PLAN	OF CARRO	OLL ST. (	ENTR. &	SECT. OF	TUNNEL & PL	_AZA	S17	SEVI	ENTH FL	OOR FF	RAMING P	LAN - E	AST	
A23	SECT'S.	OF MEM	L. PLAZA	& MISC	PLANTER	DETAILS		SI8	R00	F FLOOF	R FRAMI	NG PLAN	- EAST		
						DOTY ST.						FRAMING		- EAST	
					I, CARROLL	_, & DOTY S	ΓS.					S, "A" TO "			
A26		E DOOR		: :								s, "H" TO "			
A27		REL DET										"GI", "G2",		.11	
		REL DE						•				"G4", "G5,			
	•	HOUSE D			•					•		DETAILS			
		HOUSE D								L SECTI					
		W DETAI				. · ·				L SECTI NDATION		S			
		LS STAIF	:	8. "J"						NDATION					
			•		S "B & "F	.u				NDATION					
					S "A" & "E					NDATION					
		s -"D" - "K						•		NDATION		. * *			
			1		S STAIR "D	)**		·		NDATION					
		LS STAIF	· _									CONCRETE	E DETA	ILS	
		RAIL AND	•		6										
A40	ELEVA	ATOR PL	ANS AND	DETAIL	LS										
A41	DETAI	LS OF N	IAIN EN	TRANCE	S			MECHA	NICA	A L					
A42	PART	PLAN -	FIRST A	ND GROU	UND FLOOF	R CORRIDORS		Mi	BAS	EMENT	PLAN -	EAST			
		FLOOR	j					M2	GAR	AGE FLO	OOR PLA	AN - EAST	<u> </u>		
			j		ING PLAN			M3				AN - WES			
		ND FLOC	1		51/A T 1 0 A 1 O			M4				AN - EAS			
			1		1			M5				AN - WES			
			1		TITIONS	DTITIONS '		M6				- EAST			
					FLOOR PA	RTITIONS						- WEST			
		CIL & B	i	•		· · · · · · · · · · · · · · · · · · ·		M8				AN - EAST	•		
		RIOF COL	•					M <sub>.</sub> 9 MIO				AN - WES <sup>-</sup> N - EAST			
		IT COUR			ΓAILS			MII				J - WEST			
						OMS						AN - EAS			
				•		E DETAILS				TH FLOC		•			
						VATIONS						I - EAST			
A56	PISTO	L RANGE	- CEILIN	G PLAN	& MISCE	LLANEOUS D	ETS.	<b>M</b> 15	SEV	ENTH F	LOOR P	LAN - EA	ST		
A57	ROOM	FINISH	SCHEDU	_E	,							F PLAN			
						5		MI7	FAN	ROOM	& INCUB	ATOR DE	TAILS		
					DOOR DE			-, <sub>v</sub> £.		ROOM					
						_S						ROOM D			
						AILS						TROL DIA			
			·			ECOND FLOO	I V								R DIAGRAMS
						LOORS MS & DETAI	LS'					AGRAMS		- 2	
					8 SIXTH			The state of the s		ET RO					
						ORS		:							
		DETAILS		. , . ,						ET RO					
		DETAILS								_ET RO					
_							:	,			CCHEDI				

# COURT HOUSE AND CITY HALL

M28 DETAILS & SCHEDULES

BLOCK 85, CITY OF MADISON

DANE COUNTY, WISCONSIN

M32 PLUMBING RISER DIAGRAMS

M29 DETAILS & SCHEDULES

M30 PLUMBING RISER DIAGRAMS

M31 PLUMBING RISER DIAGRAMS

MECHANICAL CONTINUED

# ELECTRICAL

EI SYMBOL LIST, MASTER FIXTURE SCHEDULE, ETC. E2 PLOT PLAN & MISCELLANEOUS DETAILS

E3 BASEMENT LIGHTING PLAN - EAST E4 GARAGE FLOOR LIGHTING PLAN - EAST

E5 GARAGE FLOOR LIGHTING PLAN - WEST

E6 GROUND FLOOR LIGHTING PLAN - EAS,T

E7 GROUND FLOOR LIGHTING PLAN - WEST E8 FIRST FLOOR LIGHTING PLAN - EAST

E9 FIRST FLOOR LIGHTING PLAN - WEST

EIO SECOND FLOOR LIGHTING PLAN - EAST EII SECOND FLOOR LIGHTING PLAN - WEST

E12 THIRD FLOOR LIGHTING PLAN - EAST

EI3 THIRD FLOOR LIGHTING PLAN - WEST

EI4 FOURTH FLOOR LIGHTING PLAN - EAST

EI5 FIFTH FLOOR LIGHTING PLAN - EAST EI6 SIXTH FLOOR LIGHTING PLAN - EAST

EI7 SEVENTH FLOOR LIGHTING PLAN - EAST

EI8 PENTHOUSE & ROOF LIGHTING PLANS - EAST

E19 BASEMENT POWER PLAN - EAST

E20 GARAGE FLOOR POWER PLAN - EAST

E21 GARAGE FLOOR POWER PLAN - WEST

E22 GROUND FLOOR POWER PLAN - EAST

E23 GROUND FLOOR POWER PLAN - WEST

E24 FIRST FLOOR POWER PLAN - EAST

E25 FIRST FLOOR POWER PLAN - WEST

E26 SECOND FLOOR POWER PLAN - EAST

E27 SECOND FLOOR POWER PLAN - WEST

E28 THIRD FLOOR POWER PLAN - EAST

E29 THIRD FLOOR POWER PLAN - WEST

E30 FOURTH FLOOR POWER PLAN - EAST

E31 FIFTH FLOOR POWER PLAN - EAST E32 SIXTH FLOOR POWER PLAN - EAST

E33 SEVENTH FLOOR POWER PLAN - EAST

E34 PENTHOUSE & ROOF POWER PLANS - EAST

E35 WIRING DIAGRAMS

E36 HEALTH DEPARTMENT DETAILS

E37 INTERCOMMUNICATION SYSTEM SCHEDULE

# CIVIL ENGINEERING

CEI EXISTING & FINISH PLOT PLANS & GRADES

CE2 FINISH GRADES, WALKS & PAVING

CE3 FINISH GRADES, WALKS & PAVING

CE4 UNDERGROUND UTILITIES

CE5 UNDERGROUND UTILITIES

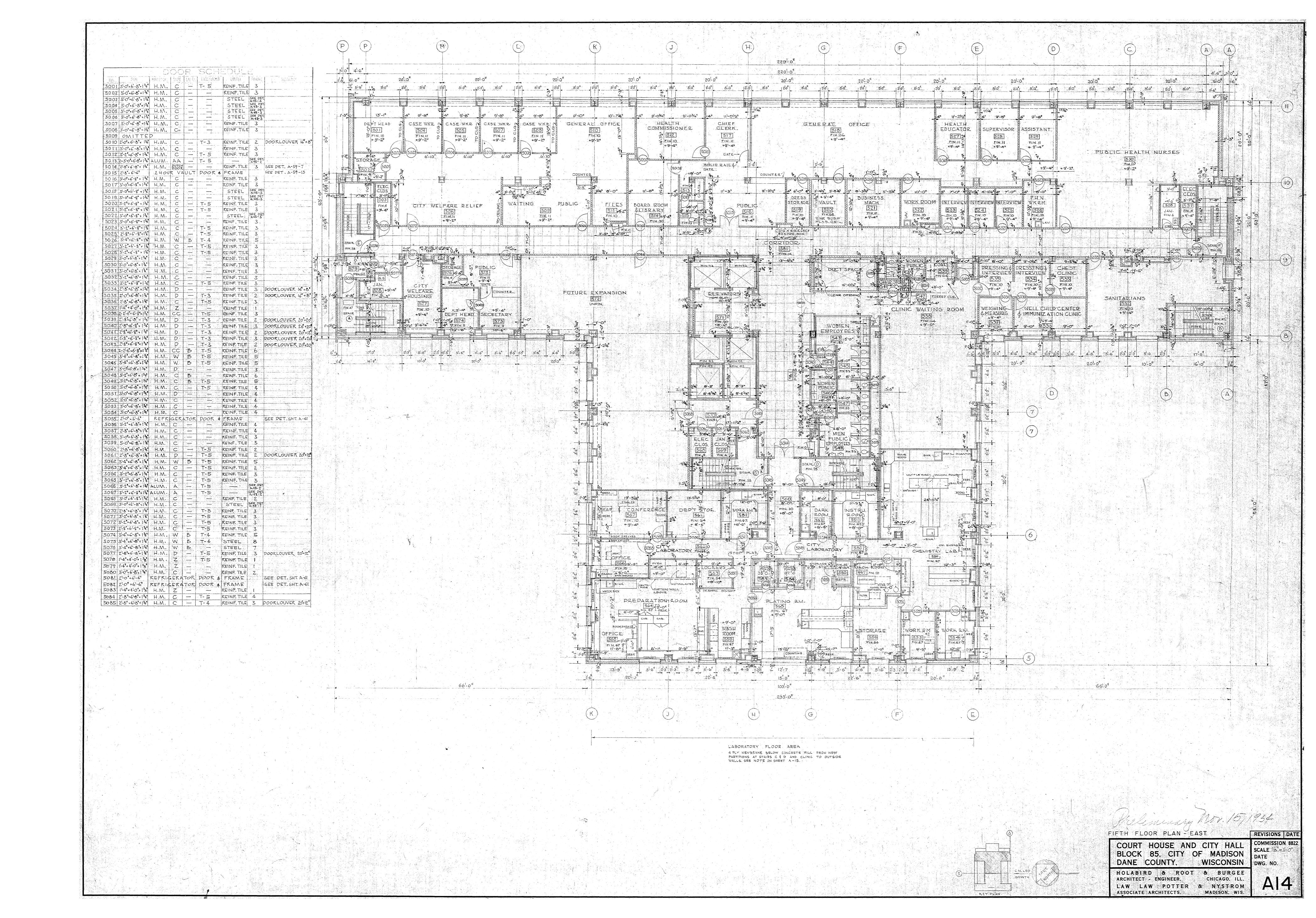
CE6 OUTSIDE UTILITY DETAILS

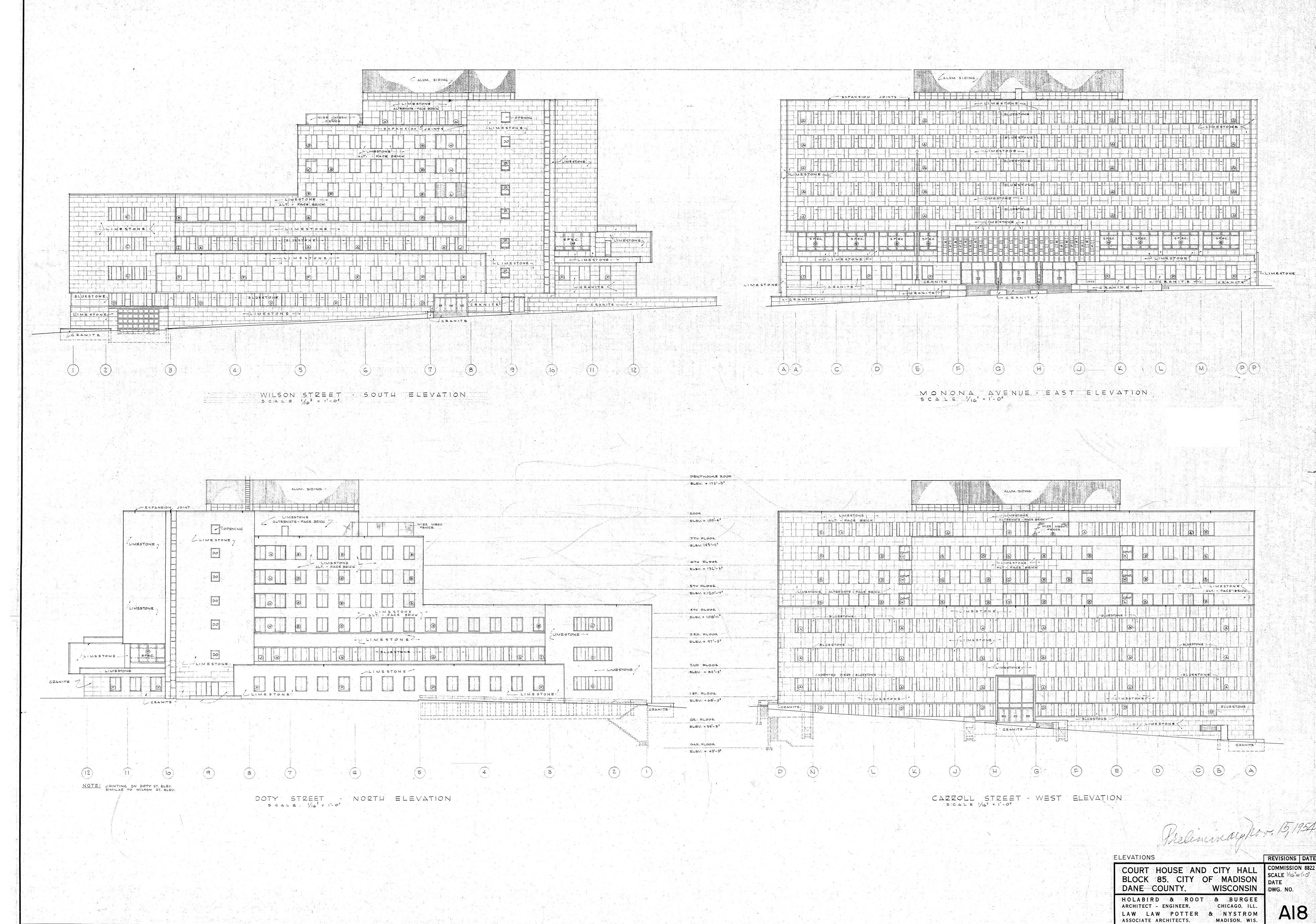
# LANDSCAPING

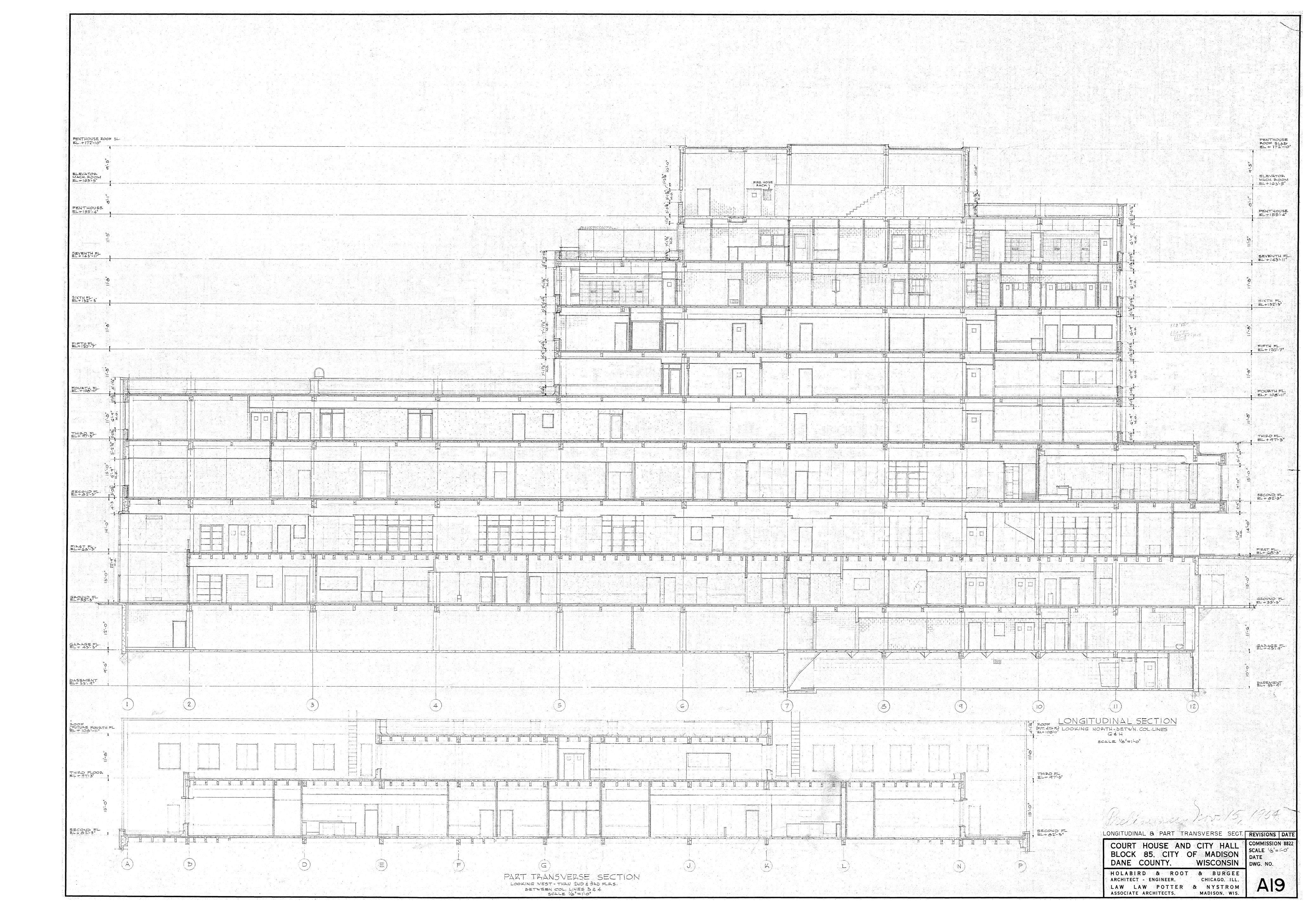
LI LANDSCAPI**n**g

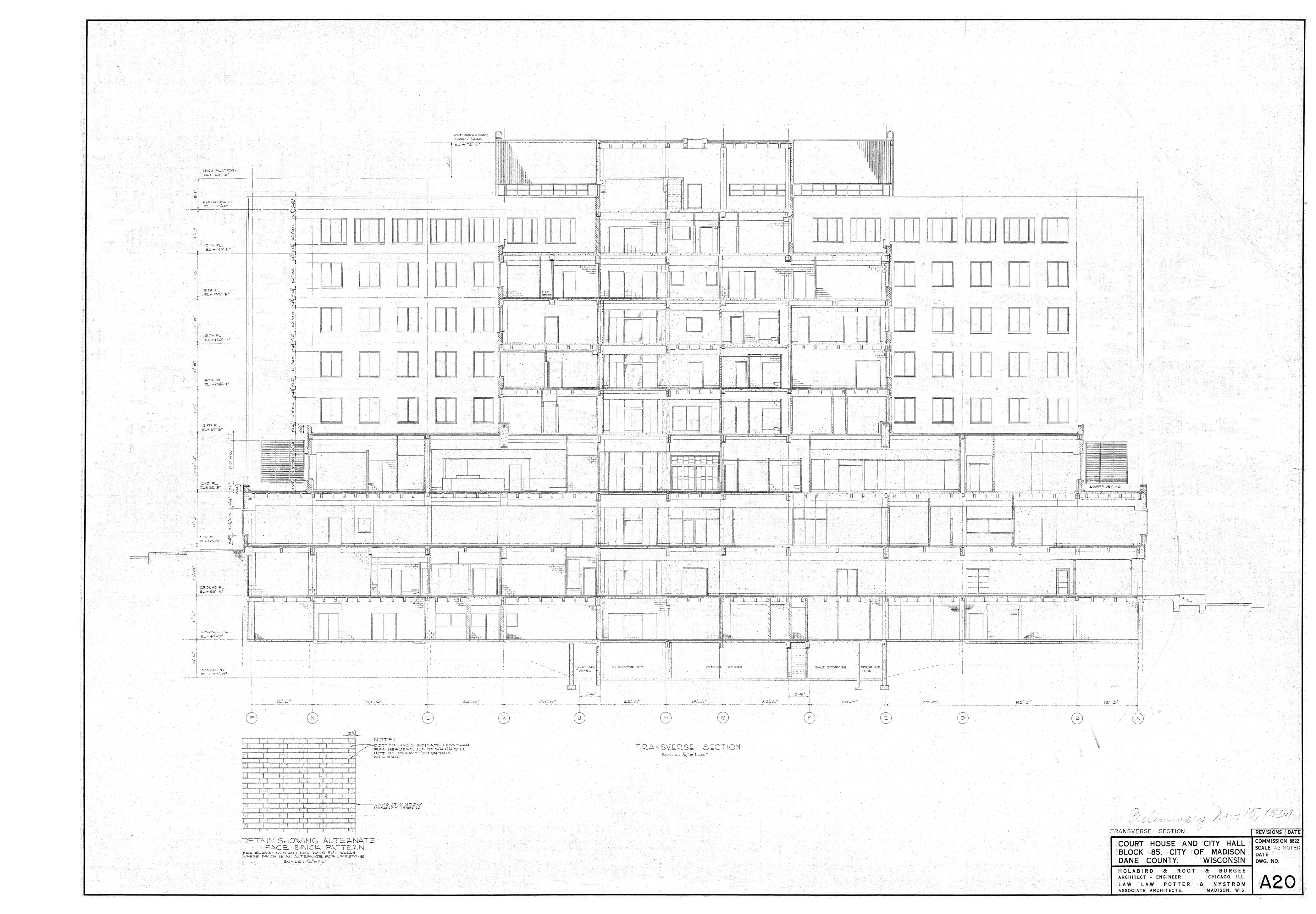
L2 LANDSCAPING

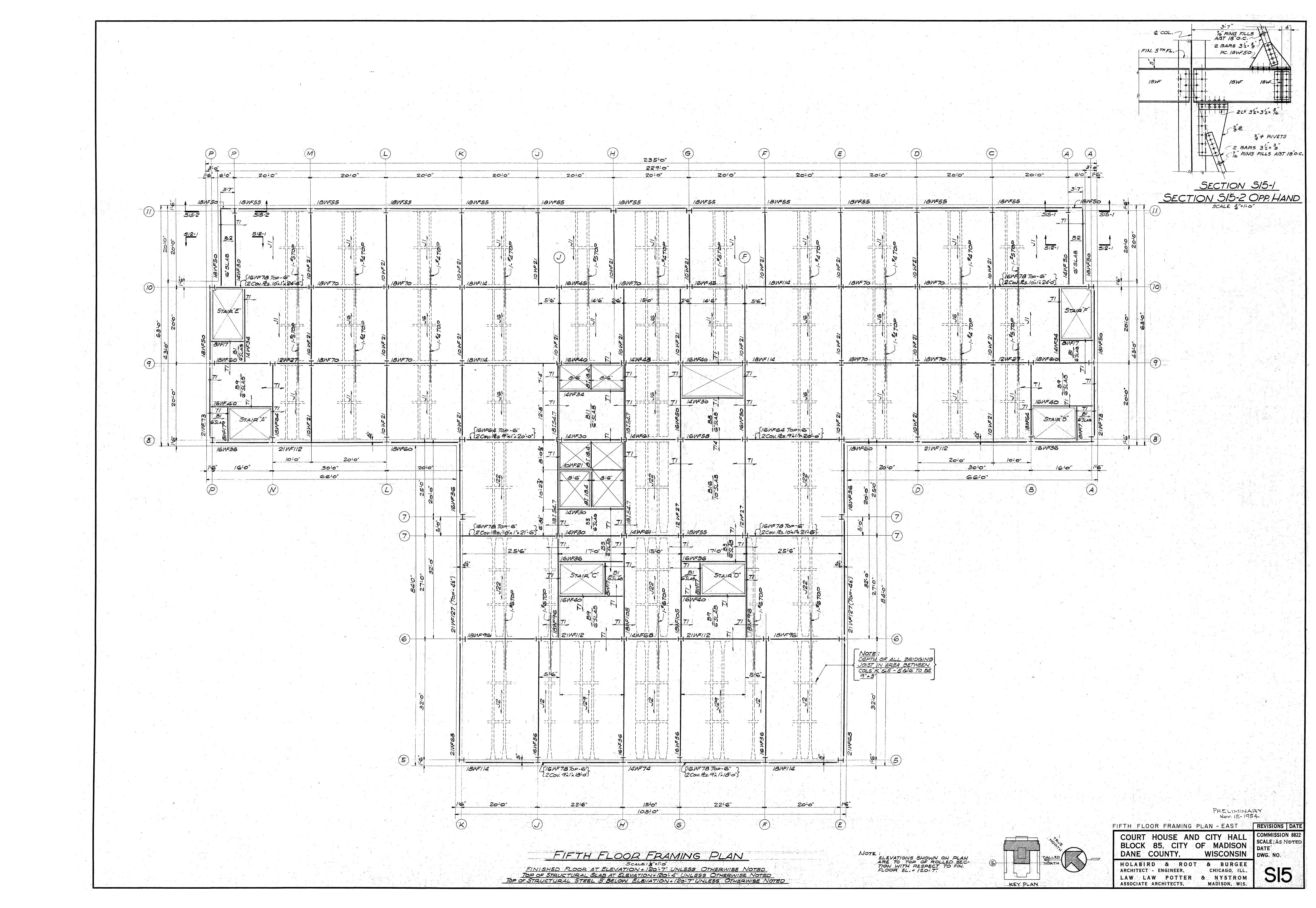
COURT HOUSE AND CITY HALL COMMISS SCALE DATE DANE COUNTY, HOLABIRD & ROOT & ENGEE
ARCHITECT - ENCINEER, CHICAGO, ILL,
LAW LAW POTTER & NYSTROM
ASSOCIATE ARCHITECTS, MADISON 5.

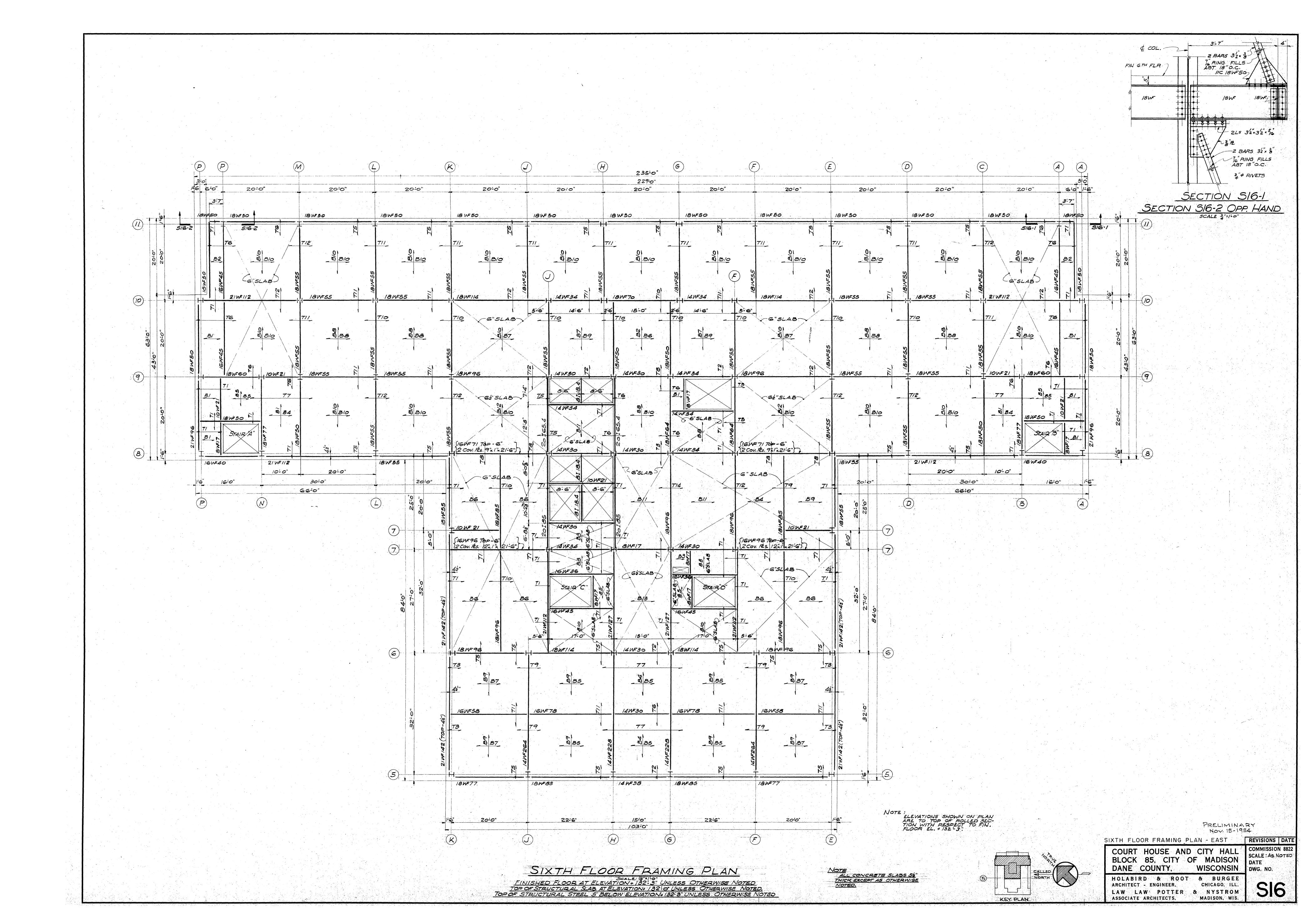


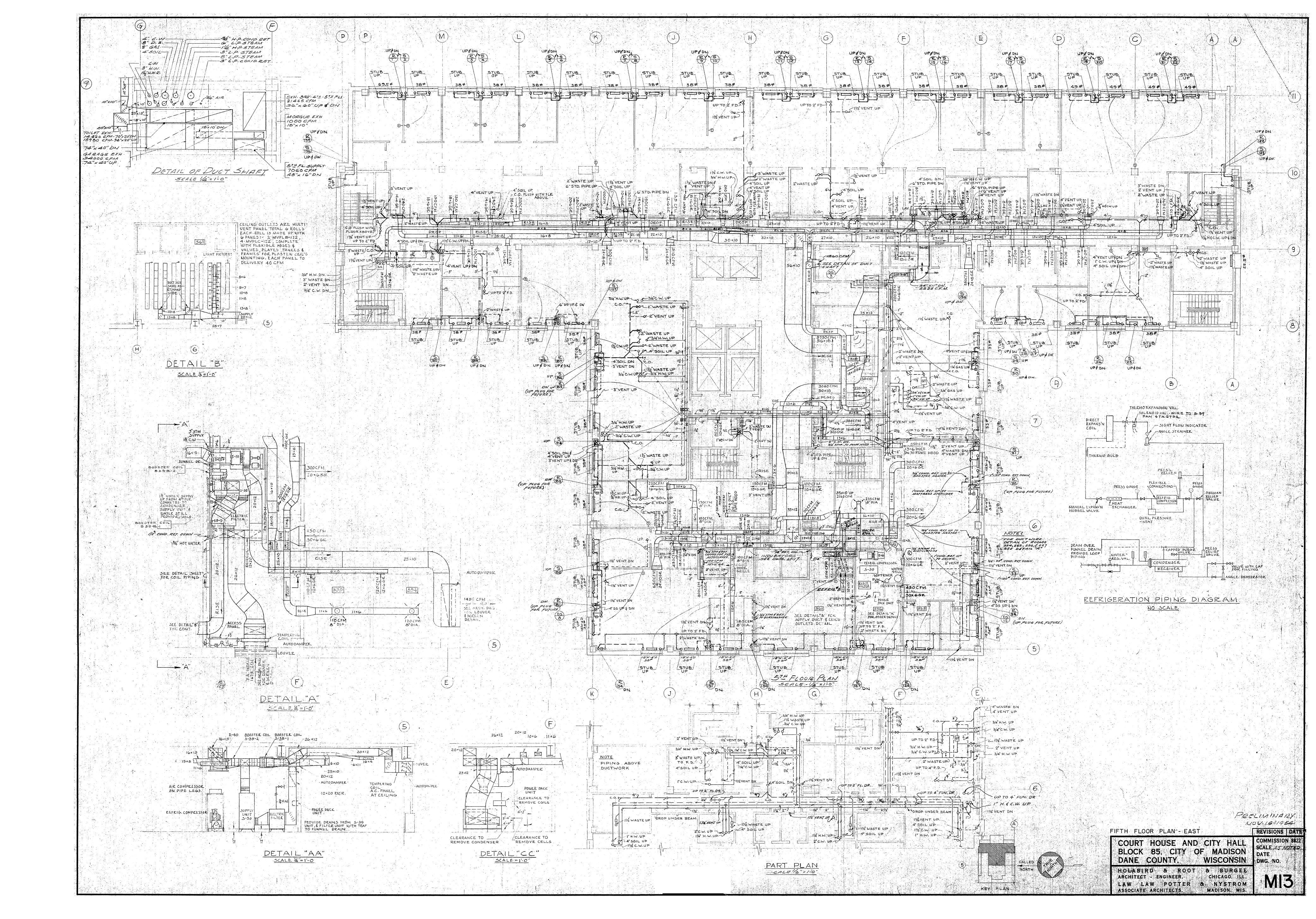


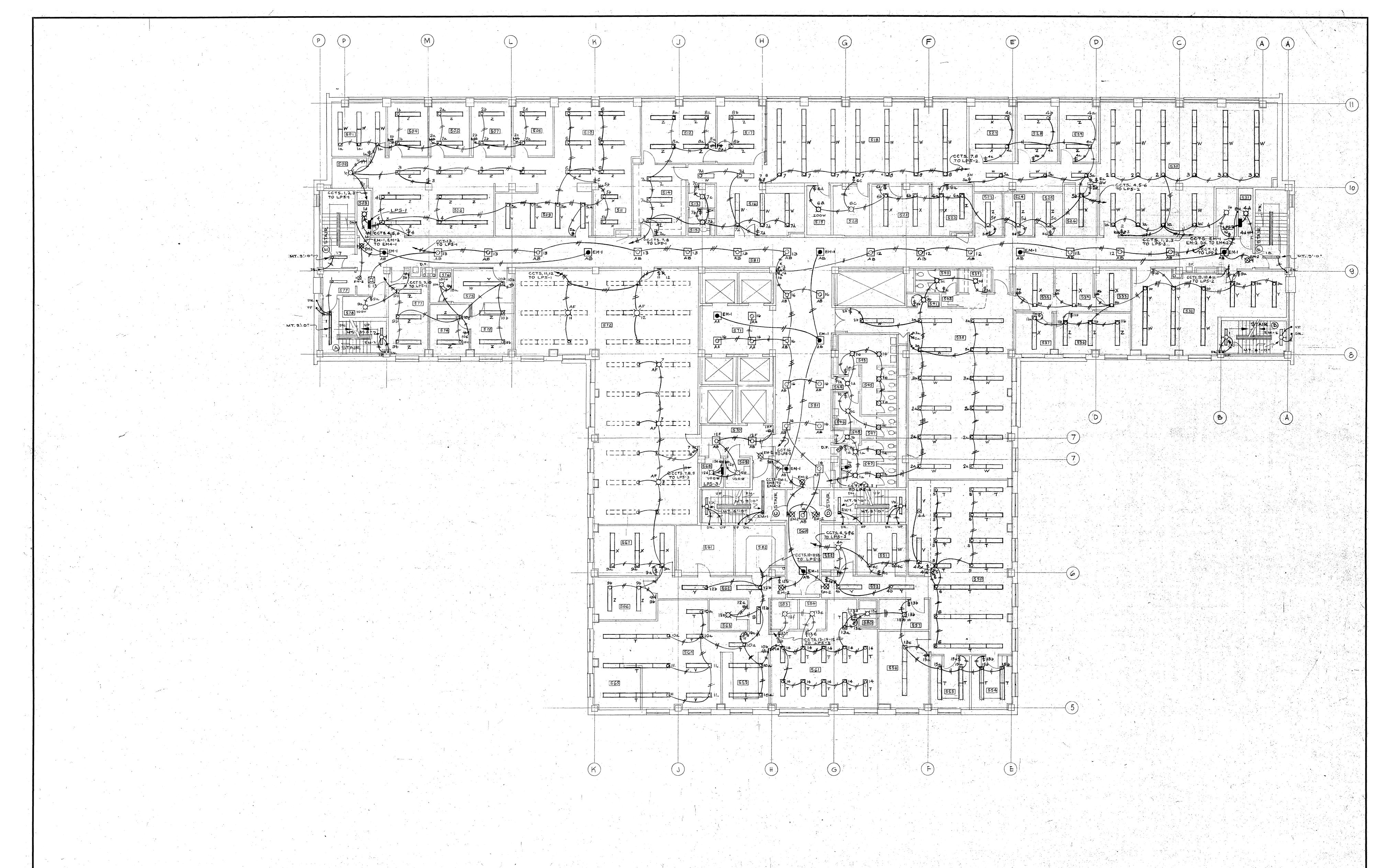












		LPS	5-1
QUANTITY	CCT BRKR	NO OF POLES	DESCRIPTION
13	20 A	112	CONN. LIGHTING
	15 A	IP.	RECEPT. LOAD
			SPARE_
			18 (45 m) 1 (4
11 2)			the state of the s
	<del> </del>		

			LP!	5-2
			-	
	QUANTITY	CCT BRKE	NO. OF POLES	DESCRIPTION
٠.	12	20A	18	CONN. LIGHTING
		15A	18	RECEPT. LOAD.
				SPARE.
	unit of the state			
-	gart after the say			

QUANTITY	CCT BRKR SIZE	NO OF POLES	DESCRIPTION
16	20A	IP'	CONN. LIGHTING
	154	AP S	RECEPT LOAD
,,			SPARE
,			
4.1.			

PRELIMINARY - NOV. 15, 1954.

FIFTH FLOOR LIGHTING PLAN - EAST REVISIONS DATE COURT HOUSE AND CITY HALL
BLOCK 85, CITY OF MADISON
DATE
DANE COUNTY, WISCONSIN DWG. NO.

HOLABIRD & ROOT & BURGEE ARCHITECT - ENGINEER, CHICAGO, ILL, LAW LAW POTTER & NYSTROM ASSOCIATE ARCHITECTS, MADISON, WIS.