

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8969-0-2020-BG

Title: Olin Park Building Improvements

City Agency: Engineering

Due Date: Tuesday, August 25th, 2020
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

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

PLEASE NOTE: The City of Madison is planning to release the following RFPs for Architect/Engineer consultant teams in the coming weeks:

Olin Building Improvements

Proposal released July 28, 2020 with proposals due August 25, 2020

This project is the design and construction of Parks Division offices at the existing building located at 330 E Lakeside Street, Madison, Wisconsin 53715. While the building interior is currently functional as an office, the building requires system upgrades, ADA and other health and safety compliance modifications, workspace updates, architectural upgrades, rental space improvements, and site improvements.

City County Building Interior Improvements

Planning to release proposal mid-August 2020 with proposals due early September 2020 – see subject RFP for specific details

This project is for the remodeling of multiple City of Madison agencies located on the first, fourth and fifth floors of the City-County Building (CCB) in Madison WI. The Project will begin with a Stage I-Master Pre-Design Study of all agencies and all floors in 2020 followed by Stage II-Design of the First Floor in 2021, Stage III-Design of the Fourth Floor in 2022, and Stage IV-Design of the Fifth Floor in 2023. The bidding and construction for Stages II, III, and IV will commence immediately following the completion of the design phase for each floor.

Reindahl Park Imagination Center

Planning to release proposal late August 2020 with proposals due mid-September 2020 – see subject RFP for specific details

This project is for the pre-design, design, and construction of a multi-agency building primarily for Library and Parks. The new construction will co-locate several city functions at Reindahl Park. Phase 1 will focus on the vision, site planning, and programming of the site and building. Phase 2 will build on the prior phase to produce design, construction, and bidding documents for an anticipated construction in 2024.

1.2 Important Dates

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

Issue Date: Tuesday, July 28th, 2020
Questions Due Date: Wednesday, August 12th, 2020
Answers Posted Date: Friday, August 14th, 2020
Due Date: Tuesday, August 25th, 2020, 2:00 PM CST

A tour of **330 E Lakeside Street, Madison, WI (Former Wisconsin Medical Society)** will take place on Monday, August 10, 2020 at 1:00 PM Central Time. Consultants are highly encouraged to attend the tour.

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Electronic Proposal: One (1) complete copy. Cost and Technical Proposals should be separate files.

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) 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 Tuesday, August 25th, 2020, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8969-0-2020-BG
Title: Olin Park Building Improvements
Due: Tuesday, August 25th, 2020, 2:00 PM CST

All email correspondence must include RFP #8969-0-2020-BG in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to:

City of Madison Purchasing Services
City County Building, Room 407
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Delivery of electronic copy to: via email to bids@cityofmadison.com
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.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

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 Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for 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 \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan 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. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

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: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

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 **Section 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:

Amy Scanlon
City of Madison Engineering
PH: (608) 267-0743
ascanlon@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function:

Brittany Garcia
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 243-0529
FAX: (608) 266-5948
bids@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 and Clarifications

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. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

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 VendorNet System:	State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet
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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.
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Bid Opportunities:	www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm
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Home Page:	www.demandstar.com
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To Register:	www.onvia.com/WAPP
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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: www.cityofmadison.com/business/localPurchasing.

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 quasi-public 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 RFB 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 General Information

The goal of this process is to select a single consultant team. The winning consultant team and personnel assigned to this project need to be qualified/licensed to perform architectural/engineering work in the State of Wisconsin.

Please refer to the following exhibits for information about the project:

Exhibit A – Scope of Services

Exhibit B – General Design Guidelines

Exhibit C – Fee Proposal

Exhibit D – Photos

Exhibit E – Building Systems Assessments

Exhibit F – Site and Building Plans

REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 General Information, Signatures and Required Guarantees and Certifications

Scoring will be weighted as follows:

- 5% for Local Vendor Preference
- 30% for Project Overview Qualifications
- 35% for Technical Qualifications
- 30% for Cost

3.2 Local Vendor Preference (5%)

See Section 1.14

1. (5%) Local Vendor Preference

3.3 Project Overview Qualifications (30%)

The following two questions are prerequisites:

2. (prerequisite) Intent to comply with the Affirmative Action Ordinance of the City of Madison.
3. (prerequisite) Intent to comply with the insurance requirements of the City of Madison.

The following three questions count for 30% of the scoring. Weight is shown in () before the question.

4. (10%) A description of the qualifications, experience, organization and resources of the firm. Describe what sets your firm apart, why your firm is prepared to provide services for this project, and what makes your firm better than the competition.
5. (10%) Case studies showing similar types of work previously completed, with the name and address of clients for whom the work was done. Key experience from at least three (3) similar past-projects should be included.
6. (10%) Describe your team. State firm or firms that will be on the team, location of the office from which this project will be serviced and the range of activities performed by the firm/team. Include names, titles, roles and responsibilities for each primary team member. Identify the project manager and primary contact. Include resumes for all primary team members. If using sub consultants, indicate what portion of the work is to be completed by them.

3.4 Technical Qualifications (35%)

The following three questions count for 35% of the scoring. Weight is shown in () before the question.

7. (15%) Describe your teams design approach and philosophy. Share any initial thoughts on the Parks Olin Building project and how you would undertake this project.
8. (10%) A description of techniques, approaches and best practices intended to be used in delivering the programming scope of this project; and how the work of this phase may be successfully utilized to set the stage for the follow on phases
9. (10%) A description of techniques, approaches and best practices intended to be used in delivering a consistent, successful, high-quality project from the design process, through construction documents and bidding, and on through construction documents and warranty.

3.5 Cost (30%)

See Form D.



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8969-0-2020-BG Olin Park Building Improvements

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: Contract for Purchase of Services	N/A	
Exhibit A Scope of Services	N/A	
Exhibit B General Design Guidelines	N/A	
Exhibit C Fee Proposal		
Exhibit D Photos	N/A	
Exhibit E Building Systems Assessments	N/A	
Exhibit F Site and Building Plans	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form A: Signature Affidavit

**RFP #: 8969-0-2020-BG Olin Park Building
Improvements**

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.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form C: Vendor Profile

RFP #: 8969-0-2020-BG Olin Park Building Improvements

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

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 and person the department contacts concerning 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 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.

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- ☐ **No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFP #: 8969-0-2020-BG Olin Park Building Improvements

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.

Please sign this form and complete the excel spreadsheet – Exhibit C.

COMPANY NAME



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 #8947, PROJECT # 17328-51-200
OLIN BUILDING IMPROVEMENTS PROJECT

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) **A/E TBD**; and the word "General Building Contractor" means the entity which will construct the structure.

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PROJECT OVERVIEW

A. Project Overview

1. This project is the design and construction of Parks Division offices at the existing building located at 330 E Lakeside Street, Madison, Wisconsin 53715. The building is located in Olin Park and is situated overlooking Lake Monona. The Parks Division will generally occupy the space of the east portion of the building and a tenant will generally occupy the space of the west portion of the building. The east building is approximately 24,000 square feet over two floors and a subterranean mechanical space.

The building will serve as the new location for Parks Division offices with potential to provide rentable spaces for community and private events. There is additional potential to program spaces that could be shared between the tenant and the Parks Division.

2. Originally constructed in 1955 and 1961, the existing building has undergone numerous changes and additions. While the building interior is currently functional as an office, the building requires system upgrades, ADA and other health and safety compliance modifications, workspace updates, architectural upgrades, rental space improvements, and site improvements. A phased approach will be utilized to complete the work. The A/E shall assist city staff with development of the project phasing plan that generally consists of the following project phases; however, only Phase 1 will be fully implemented under this contract:

Phase 1: Compliance with health and safety requirements including building system upgrades.

This phase may include, but not be limited to, the following:

- Major building systems upgrades including mechanical, electrical, plumbing, fire alarm, fire sprinkler, and technology
- Architectural and structural work including upgrading ADA accessibility at building entrance(s) and as needed throughout the building
- Architectural finishes assumed to be completely replaced at all finished areas where system replacements occur
- Civil and Landscaping work to address potential need to improve main parking lot and other site issues

Phase 2: Architectural upgrades and rental space improvements.

This phase may include, but not be limited to, the following:

- Major building systems upgrades that were not completed during Phase 1
- Remodel event spaces for public use including installation of commercial warming kitchen and improvements to connect interior spaces with exterior spaces
- Replace roof and install solar PV
- Site improvements not completed during Phase 1
- Upgrade architectural finishes that were not completed during Phase 1

Phase 3: Other work as necessary.

This phase may include, but not be limited to improvements and repairs found to be beneficial, but not necessary during Phase 1 and Phase 2 work, which may include repointing, installation of landscaping, limited window replacement, replacement of furnishings, etc.

The A/E will assist city staff in developing the scope for Phase 1 given current budget restrictions and required coordination of system improvements and health and safety requirements. The descriptions of Phase 1, Phase 2, and Phase 3 above are generally understood to be what is needed; however, city staff is interested in exploring other project phasing opportunities that may be revealed in programming and pre-design.

3. This single contract with the A/E shall be for developing the project phasing plan, taking all of the project phases through schematic design, and taking project Phase 1 through all design phases, bidding phase, construction administration phase and warranty administration phase. It is anticipated that the contract shall take approximately three (3) years from contract signing through the end of the warranty phase.
4. The preliminary construction budget for Phase 1 is in the range of approximately \$3-4M. The Project is scheduled for design in 2020 and 2021 and for completion of Phase 1 construction in 2022. Construction of Phases 2 and 3 are not budgeted or scheduled at this time. The construction contract for Phase 1 shall be bid out as a Public Works contract by the City of Madison. Technology equipment (A/V, Security Cameras, WAPS), and interior signage for Phase 1 is likely to be bid via City Purchasing, but must be included in the design and construction documents to assure coordination with all other building design scope. At this time, the intention is to reuse the majority of the existing furnishings. The A/E must include all existing and/or proposed furnishing layouts in their design in order to assure coordination with all other building design scope.

PROJECT GENERAL REQUIREMENTS

A. 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 the Olin Building Improvements Project.
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.

B. 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.

C. Minimum A/E Team Qualifications

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: 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 (when a complete FP design is required by the design contract).

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. Acoustical, Security, A/V and other peripheral consultants shall have appropriate credentials.
 10. Cost Estimator: 3rd 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.
- D. Environmental Protection: In addition to building-specific codes, all A/E design must comply with all federal, state, and local environmental laws and regulations.
- E. 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.
- F. Occupational Safety and Health Regulations: 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.
- G. Building Codes: The A/E shall use the latest edition of applicable local, state, and federal building codes throughout design and construction of this project. Current codes being enforced by the City of Madison Building Inspection Unit include but are not limited to the 2015 IBC, IECC, IMC, IFGC, & IEBC.
- H. 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.
- I. 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 oral and visual presentations as required for presentations to committees and commissions including but not be limited to Urban Design Commission, Plan Commission, Board of Public Works, Common Council, Landmarks Commission (when applicable) and other committees as necessary.
 - b. Prepare plan review sets as required for the City of Madison Building Inspection Unit, Department of Natural Resources, Department of Commerce, Department of Transportation, Zoning, Fire, City Engineering, Traffic Engineering, and other similar agencies as necessary.
- K. Program Space Standard
1. The minimum space standards to be utilized shall be common industry wide space standards. Sources for comparable space standards and social distancing include but are not limited to AIA, CDC, GSA, OSHA, other regulatory agencies, and various office equipment manufacturers (All Steel, Hermann Miller, etc.).
 2. The City of Madison-Engineering-Facility Management has developed and adopted office space standards that shall be utilized whenever possible. See Exhibit B for more details.
- L. 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.
- M. Energy Use Targets
1. The A/E must design all facilities to have an energy target at a minimum of 20% better than ASHRAE 90.1, 2010, 30% better for installations having photovoltaic (PV).

2. From pre-design through each design phase, the project must demonstrate that it meets the energy target.
 3. For existing remodels with limited or no new enclosure systems, the A/E shall use the energy modeling (provided by City) design a new mechanical system that works in concert with the existing enclosure system.
- N. 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 of the project life cycle.
 2. 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 (e.g. tanks, pits).
 - b. Fall Protection: The A/E must consider the inspection operations, and maintenance of the site, facility, and equipment. Access and fall protection, especially to difficult maintenance needs in high locations, including light fixtures, mechanical equipment, and skylights, must be included in the design.
 - c. Asbestos and Lead: Alterations at the Olin Building will require removal/mitigation of asbestos and/or lead containing materials. The City will hire a third-party consultant to complete a survey of the facilities. The City will contract with a hazardous removal company to remove the hazardous materials during construction as required. The A/E must thoroughly review the hazardous materials survey to inform the design scope and cost estimates.

PROGRAMMING & PHASING

- A. A/E shall provide professional architectural programming services for the Olin Building Improvements; the program shall identify functional space needs, detail in writing the function of each space; and review, revise and verify with City staff. See related sections and all RFP project goals in this document for additional information.
- B. A/E shall assist City staff with developing and refining a project phasing plan for the Olin Building Improvements; the phasing plan shall identify general scopes of work for each project phase, detail in writing the scope and estimated budget of each project phase; and review, revise and verify with City staff. See related sections and all RFP project goals in this document for additional information.

URBAN PLANNING & DESIGN FOR PUBLIC USE

- A. There a number of urban planning issues that must be considered and addressed by the A/E as part of this project.
 1. The A/E shall balance community goals, while also meeting City agency needs, wherever possible. The A/E must consider how the building responds to its site, to the surrounding neighborhood design and plans, and its potential for interactions with the general public. The focus should be on how to maintain and/or improve design and experience for maximum potential public use of the exterior and interior spaces.
 2. The A/E must consider access to transit, bike friendly paths and corridors, proximity to neighborhood amenities that meet daily needs of employees and visitors, and maximization of existing infrastructure.
 3. The A/E must understand local plans and conditions, neighborhood context, and local perspectives early in the project's development and design. Collaboration with the City project team, city agencies, and regulatory groups, will be required throughout the design construction phases.
 4. The Parks Division will complete a master planning process for Olin Park in 2021-2022. The Olin Building Improvements will not be directly informed by the park master plan, but the A/E should stay updated on the master planning process as possible.

- B. The A/E must consider and address how the project may encourage use of the facility for public, cultural, and/or educational, activities. The A/E must consider and address how the facility may support flexible passive or programmed use in gathering spaces, the shaping and orientation of building program to encourage such use, and, where appropriate, the expansion of the building's program to take advantage of site-specific public use opportunities.
1. Interior examples designed for public use both during and after business hours must have direct and clear way finding from building entrances.
 2. Designs must demonstrate how the interior spaces may allow for several different uses. One example is a space that could be used for a standing reception, a seated dinner, an awards ceremony, a City Commission meeting, or similar.
 3. Exterior examples include:
 - a. Provide space within the property boundaries for passive and programmed use. The public spaces shall be furnished to support the intended use as needed.
 - b. Landscape elements shall be designed in order to provide access, comfort, shade, seating options, and visual interest, that encourages passive and programmed public use, by building visitors and general public.
 - c. Designs must demonstrate how the exterior spaces immediately adjacent to the building may allow for several different uses. One example is a space that could be used for a standing reception, a seated dinner, a wedding, or similar.

ART

- A. The A/E shall coordinate with the City's Art Administrator for all of the following:
1. Identify areas where art can be incorporated into the site, as architectural features, or as permanent/rotating art installations.
 2. A/E shall coordinate with the City's Arts Administrator to survey the existing permanent art collection at the Parks Offices at the City County Building and determine which items shall be removed, stored, and relocated in the renovated building.
 3. Be prepared to provide design and coordination services for artwork. Coordination services may include but not be limited to structural, electrical/lighting, mechanical, plumbing, technology, and civil/landscaping.

CITY GOALS

- A. LEED
1. Meet and exceed City of Madison's policy requiring "green" building certification requirements. See City of Madison [legislative file #07453](#). LEED v4.1/2016 Silver rating is required as a minimum LEED rating for the Olin Building Improvements work. A LEED rating plaque is not required for Olin Building Improvements work, but the LEED silver certification shall be achieved.
 2. Provide services to organize and manage the LEED documentation and certification process. Meet and confer with representatives of the Architect, and City to prepare LEED documentation. Include coordination of meetings, document preparation, and assistance to the City in final project specific preparation of the Owners Project Requirements (OPR) report. The A/E shall use the final OPR to establish the Basis of Design (BOD) report. The City of Madison shall register the project with USGBC (U.S. Green Building Council). Registration fees shall be paid by the City. Prepare submittals for credit rulings from the USGBC for interpretation of credit language, principles, and implementation strategies. Credit ruling fees required by USGBC shall be paid by the City. Prepare and submit a LEED Rating Application for the project to the USGBC. Include required calculations and documentation for each LEED credit claimed in accordance with the LEED Rating Plan. Prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for LEED certification. Prepare and distribute meeting minutes for meetings related to LEED Documentation services.
 3. Applicable LEED Documentation shall be coordinated and updated at each design phase with LEED checklist submittal and other documentation as applicable.

B. Waste Management

1. 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.
2. 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 building design. The A/E must ensure building systems and elements are physically accessible for cleaning, maintenance, repair, and replacement (e.g. tall spaces must provide methods to clean skylights, replace lamps, maintain fire alarm devices, etc).
2. The A/E must collaborate with the City Parks 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

1. 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 building systems to be addressed that affect energy use are the building thermal envelope, passive solar features, fenestration, HVAC, domestic hot water, building automation, and lighting.
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

1. These design services submission requirements have been developed to ensure a rational, well-documented design process and to facilitate reviews by the City project team, tenant agencies, local regulatory agencies, and review boards 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, and applicable tenant agency representatives as required. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials. 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 the A/E shall meet and confer with regulatory agencies as required to obtain necessary preliminary approvals, final approvals, permits, and the like. This shall include, but not be limited to, Urban Design Commission, Plan Commission, Landmarks Commission, Board of Public Works, Common Council, Zoning, Conditional Use Approvals, Building Inspection Plan Review, WI Department of Safety and Professional Services, Department of Natural Resources, Department of

Transportation, Madison Fire Department, City Engineering, Traffic Engineering, Parking Utility, Madison Metro, and similar agencies or committees.

4. In each phase of work, project documents must be submitted to City in digital format as determined by the City Project Manager. Confirm with the City project manager prior to submission.
5. Design Quality Reviews will be performed by the City of Madison staff and third party consultants at each design, construction document, bidding document, and construction administration phase. The review teams will evaluate each project for applications of best practices, conformance with criteria, building and systems performance, efficient and effective design, cost drivers, risk factors for successful execution, and customer satisfaction, as well as several other indicators of overall project suitability and readiness to move to the next phase in execution. The A/E should plan for City design quality review time after each phase delivery. Refer to Completion Schedule section for understanding of the timeframe for each design phase. -All outstanding phase issues will need to be completed prior to proceeding to the next phase.
6. No design phase is considered completed before all of the City's review comments are resolved in a timely manner. Unless approved by the City, a resolution of a problem shall not take more than one week. Furnish interim documents for review as requested by the City Project Manager. The A/E shall not proceed to future phases without written authorization from the City Project Manager.
7. Provide all project-specific information on plan set. Provide City with proposed general and technical specifications.
8. Consultant shall accommodate pausing or delays of the project (example: bidding delays, budget delays) at no extra charge.
9. 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.
10. 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.
11. 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.
12. 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.
13. The A/E will translate the City provided site and existing building plans to a set of electronic documents. City provided plans will be an approximation of the on-site conditions and dimensions. As such, the A/E is responsible for revising the layout based on as-is conditions.

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. On cover sheet provide code certification statement for compliance with specified codes and standards by each discipline with the professional seal and signature. The intent is to formally recognize the responsibility for compliance.
5. Building Information Modeling (Design Development and Construction Document phases only): The City requires the use of interoperable Building Information Models (BIM) on all projects throughout the

project lifecycle. The final BIM model is to be provided during or right after bidding. No progress BIM model submissions are required. BIM models must be delivered in both native and IFC file formats.

6. BIM Standards (Design Development and Construction Document phases only): Building Information Modeling (BIM) based on current Autodesk Revit software. Use actual families for each equipment and insert devices with actual size and clearance spaces. Perform clash detection with all equipment, pipes, ducts etc. The BIM shall be set up such that 2D CAD drawings should be derived from the model.
7. As-is drawings: Prepare selective demolition and design drawings through use of existing City drawing documents and reports (Original Building Set, Shop Drawings, Remodel Set, tenant improvement documents, hazardous material survey(s), and related documents). A/E is responsible for confirmation of dimensions as necessary to complete demolition and design drawings. Using copies of existing plans alone for demolition or design drawings are not acceptable.

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.
 - c. No specification submittal is required for the PD phase. Provide a specification Table of Contents at SD. Provide draft specification sections at DD (some spec notes are OK, but at a minimum Part 2 – products should be listed and coordinated). Provide completed specs at CD.
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. Each page shall also incorporate the appropriate level of release SD-Draft, DD-Draft, CD-Draft, Bid Set
 - f. 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 (example: the project budget does not 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 building design. Drawings and specifications are a record of what systems, materials, and components the building contains; narratives should record why they were chosen. The narrative of each submittal may be based on the previous submittal, but it must be revised and expanded at each stage to reflect the current state of the design.

3. **Calculations:** Some Manual and/or computer based calculations are required to accompany narratives to support technical analysis. Each set of calculations should start with a summary sheet, which shows all assumptions, references applicable codes and standards, and lists the conclusions. Calculations should include engineering sketches as an aid to understanding by reviewers. The calculations for each submittal should be cumulative, so that the final submittal contains all calculations for the project. Calculations submitted at early stages of the project must be revised later to reflect the final design. Calculations must refer to code, paragraph of code used, standards, and text books used for specific portion of calculation. Refer to drawing number where the results of the calculations have been used. A few examples: number and sizes of re-bars used in reinforced concrete members, enclosure R-values, HVAC equipment and duct sizing, ventilation, HVAC loads, etc.
4. **Performance Criteria:** As part of the development of concepts through construction documents, there must be a check of building performance criteria established in pre-design and refined in subsequent phases.
5. **Energy Simulation (BY CITY):** In addition to the City's requirement of USGBC LEED Silver Rating, the City has established additional energy, maintenance, and operational standards to maintain manageable life cycle costs. An energy model will be generated by the City and will be submitted to the design team in the pre-design phase of design and updated at significant milestones (example: completion of schematic design, and design development) in the project with the intent to continually explore creative ways to reduce energy use while meeting maintenance/operational goals.
 - a. The design team must provide all necessary documentation for the energy model and be available to support this activity.
 - b. The A/E shall look for opportunities to reduce energy consumption through the use of energy efficient materials/equipment and/or through the use of renewable energy technology during all phases of the design process.

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. This project requires the A/E to work with city staff during the programming phase to develop project phases and related scopes of work with the understanding that only the Phase 1 project will be completed under this contract. The other project phases will be taken to the SD phase and serve as a basis for design for future project phases.
 - e. 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 other stakeholders 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

- f. 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):
 - i. 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
 - vi. Project phases and general scopes of work
 - 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 building 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 functional space needs, identify functional adjacencies that meet the quality of service for the customer, detail in writing the function of each space.
 - c. Existing site plan (at least one property around site), describing:
 - i. Site boundaries, approximate topography, existing buildings, setbacks, and easements
 - ii. Climatic conditions including path of sun. Description of flood plain issues related to building location and mechanical and electric equipment
 - iii. Location of on-site and off-site utilities
 - iv. Natural landscape
 - v. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets)
 - vi. Neighboring land uses, existing and planned
 - d. Site plan showing:
 - i. Building location and massing
 - ii. Parking and service area
 - iii. Plans for surrounding area, relation of each concept to those plans, and summary of relevant recommendations
 - e. Floor plans, showing at a minimum:

- i. 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 and roof elevations
- g. Photographs:
 - i. Photographs showing the site and elevations of existing buildings (or landscape, as applicable) surrounding the site
- h. Narrative:
 - i. Site statement, generally describing:
 - 1. Existing site features
 - 2. Climatic conditions
 - 3. Topography and drainage patterns
 - 4. Any existing erosion conditions
 - 5. Wetlands and locations of flood plains
 - 6. Surrounding buildings (style, scale)
 - 7. Circulation patterns around site
 - ii. Site access:
 - 1. Noise/visual considerations
 - 2. Local zoning restrictions
 - 3. Federal Aviation Administration requirements
 - 4. Hazardous waste (report to be supplied by City)
 - 5. Pollution
 - iii. Description of each architectural design scheme, explaining:
 - 1. Organizational concept
 - 2. Expansion potential
 - 3. Building efficiency
 - 4. Energy considerations
 - 5. Advantages and disadvantages
 - iv. Sustainable design considerations:
 - 1. Potential for incorporation of renewable energy systems in the design
 - 2. Potential use of geothermal systems
 - v. Mechanical system and strategy to comply with energy goals
 - vi. Description of structural design scheme considerations for each design scheme as needed for modification of existing structure explaining:
 - 1. Design loads
 - 2. Foundation system
 - 3. Building framing system
 - 4. Lateral load resisting system
 - 5. Advantages and disadvantages
 - vii. Fire protection design considerations
 - viii. Security features
 - ix. Code statement: Provide a brief statement from each design team discipline 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
- i. Project Schedule
 - i. Develop project time schedules for the project indicating the expected progress of the work; include architectural and engineering design, bidding, contract execution and construction.

- j. Pre Design Cost Estimate: This deliverable will be completed after submission of the final pre design submission by the cost estimator (consultant on A/E team). Cost estimate deliverable is to be reviewed concurrently by the City and the A/E.

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.
 - b. Utilize owner and stakeholder feedback from the PD phase to begin optimizing the site, elevations, and plans (architectural and mechanical).
 - c. Begin the selection and design process for building materials and mechanical equipment by utilizing Exhibit B - Design Standards and meeting with the appropriate core city design team members.
2. Document Deliverables – Schematic Design
 - a. Site Plan (at least one property around site), describing:
 - i. Site boundaries, approximate topography, existing buildings, setbacks, and easements
 - ii. Building orientation with respect to path of sun
 - iii. Building massing and relationship to massing of surrounding buildings
 - iv. Location of on-site and off-site utilities
 - v. Grading and drainage
 - vi. General landscape design, showing location of major features
 - vii. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets)
 - viii. Parking and service areas
 - ix. Fire protection, water supplies, fire hydrants, and fire apparatus access roads
 - b. Site Narrative:
 - i. Description of site and landscape design final concept
 - ii. Demolition, if required
 - iii. Circulation
 - iv. Parking
 - v. Paving
 - vi. Landscape design
 - vii. Irrigation, if any
 - viii. Utility distribution and collection systems
 - ix. Method for storm water detention or retention
 - x. Landscape maintenance concept
 - xi. Fire protection, water supplies, fire hydrants, and fire apparatus access road
 - xii. Accessibility path for the physically disabled
 - xiii. Summary of site and architectural design and the design’s response to relevant recommendations by City staff
 - c. Architectural Drawings:
 - i. Selective demolition plans at all areas both interior and exterior
 - 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. Indicate how major mechanical and electrical equipment can be removed/replaced
 - vi. Elevations of major building facades showing fenestration, exterior materials, and cast shadows
 - vii. Elevations of major interior spaces, showing lobby, typical public elevator lobby
 - viii. Building sections showing adequate space for structural, mechanical and electrical, telecommunications, and fire protection systems, mechanical penthouses, floor-to-floor and other critical dimensions, labeling of spaces, labeling of floor and roof elevations

- ix. Color Renderings providing sufficient detail to convey the architectural intent of the design at exterior, major lobby areas, and major and typical office spaces
- x. Acoustical calculations including noise transmission through envelope, interior walls, floors (including raised floors), ceilings, and mechanical and electrical equipment
- xi. Dew point locations in building envelope
- xii. Toilet fixture count analysis
- xiii. Illumination, day lighting, and glare analysis
- xiv. Passenger and freight elevator analysis (if applicable)
- xv. Loading dock analysis
- xvi. Energy analysis
- d. Architectural Narrative (architectural program requirements):
 - i. 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 (including cooling towers and emergency generators)
 - v. Conveying systems design (passenger and freight elevators)
 - vi. Loading docks
 - vii. Thermal, air leakage, and operational performance and maintainability of the building envelope
 - viii. Design strategy to attain the assigned energy goal
 - ix. Operations and maintenance goals (exterior and interior window washing, relamping, etc.)
 - x. Sustainable design concepts (LEED strategy)
 - xi. Vertical transportation analysis (passenger and freight elevators and escalators)
 - xii. 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.)
- e. Structural Drawings:
 - i. Framing and foundation plans showing any required structural modifications to the existing structural system showing column locations, bay sizes, and location of expansion and seismic joints as needed
- f. Structural Narrative:
 - i. Identification of local code requirements
 - ii. Code compliance statement
 - iii. Name of model building code followed (should be most current)
 - iv. Building classification
 - v. Identification of region of seismicity, wind speed, etc.
 - vi. Identification of special requirements
- 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 (Identification of equipment spaces for mechanical equipment and location of mechanical equipment, including size, weight, access to loading docks and freight elevators, and clearance requirements for operation, maintenance, and replacement) and flow diagram(s) (Air flow riser diagrams representing supply, return, outside air, and exhaust systems and water flow riser diagrams of the main mechanical systems in the mechanical room(s) and throughout the building)
- h. Mechanical Narrative:

- i. A written HVAC narrative describing the selected mechanical systems, estimates of equipment capacities, weights, sizes, and power requirements
 - ii. Building heating and cooling load calculations.
 - iii. Schematic calculations of ventilation and exhaust quantities including ASHRAE 62 and WI SPS 364 methodologies.
- i. Plumbing Drawings: 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
- j. Plumbing Narrative: Description of proposed plumbing systems, including domestic cold and hot water, sanitary and storm drainage, and irrigation
- k. Electrical Drawings: Plans showing equipment spaces for all electrical equipment to include: panels, switchboards, transformers and other major items such as emergency lighting inverter, PV inverters, etc.
- l. Electrical Narrative: Description of the proposed lighting and lighting control system, PV system and proposed special features of electrical system
- m. Fire Protection Drawings: Plans showing equipment spaces for fire protection systems (e.g., fire pump, fire command center, etc.) and fire protection water supplies, fire hydrant locations, fire apparatus access roads, and fire lanes.
- n. Fire Protection Narrative:
 - i. Description of the 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.)
- o. LEED Report:
 - i. Prepare and present to City for review and approval a LEED design report to include the LEED v4.1 checklist of proposed strategy
 - ii. Identify proposed elements and highlight features on schematic design documents in both graphic and written summary that address the LEED v4.1 requirements
- p. 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.
- q. Specifications (Div-2 through 31): Table of contents identifying specifications to be used on the project.
- r. Life-Cycle Cost Analysis: A/E shall provide applicable design documentation to support City Life-Cycle cost review.
- s. Schematic Design Cost Estimate: This deliverable will be completed after submission of the final schematic design submission by the cost estimator (consultant on A/E team). Cost estimate deliverable is to be reviewed concurrently by the City and the A/E. The cost estimate shall provide the following detail:
 - i. Itemization shall be raw construction costs for material, labor, equipment rentals, etc. (only) by area of occupancy. DO NOT include any markup. Provide a total cost for each area of occupancy.
 - ii. Provide a summary sheet showing all of the following:
 - (1) Each area of occupancy with its construction total from item *i.* above.
 - (2) Provide a line item for the subtotal of all occupancies
 - (3) Provide a line item for Contractor Mark-up on the sub-total
 - (4) Provide a line item for Construction Bond on the sub-total

- (5) Provide a line item for BPW Contingency (8%) on the sum total of items (2), (3), and (4) above
- (6) Provide a line item for Design Contingency
- (7) Provide a line item for Escalation of construction costs (if scheduled construction is 2 or more years out)
- (8) Provide a Grand Total
- t. Energy Analysis (BY CITY): Final completion of this deliverable will be completed after submission of the final schematic design submission by the City's third party commissioning agent.
- u. Project Schedule: Develop project time schedules for the project indicating the expected progress of the work; include architectural and engineering design, bidding, contract execution and construction.

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 complete the project aspects for the approved Phase 1 project and finalize the selection of all systems with respect to type, size, and other material characteristics. Systems are not only structural, mechanical, fire protection, and electrical, but include all other building components such as the building envelope (wall, window, and roof), interior construction (flooring, ceiling, and partitions), service spaces, elevators, security, signage, furnishings, and so on.
 - c. All Urban Design Commission, Planning Commission, Zoning, and similar approvals (including exterior signage) must be complete prior to proceeding beyond the design development phase.
 - d. A/E shall complete all draft specifications for all sections at the design development phase. Outline specifications are not acceptable. . At a minimum, Part 2 – Products should be coordinated with the project. Mark out all content that does not apply to the project.
2. Document Deliverables – Design Development
 - a. Site Planning and Landscape Design Calculations:
 - i. Site storm drainage combined with building storm drainage and sanitary sewer calculations
 - ii. Storm water detention calculations, if applicable
 - iii. Parking calculations, if applicable
 - iv. Where applicable dewatering (Calculations including calculations modeling dewatering rates during dry and wet season excavation. Calculations must take into account effect of dewatering on adjacent structures and improvements; Calculations must assume a specific shoring system as part of a comprehensive excavation system.)
 - b. Site Planning Narrative:
 - i. Site circulation concept (explaining Reasons for site circulation design and number of site entrances, Reasons and/or calculations for number of parking spaces provided, Reasoning for design of service area(s), including description of number and sizes of trucks that can be accommodated, Proposed scheme for waste removal, Proposed scheme for fire apparatus access and fire lanes)
 - ii. Site utilities distribution concept (provide description of fire protection water supplies, description of fire hydrant locations, drainage design concept)
 - iii. Landscape design concept (explaining Reasoning for landscape design, paving, site furnishings, and any water features; reasoning for choice of plant materials; Proposed landscape maintenance plan and water conservation plan; Brief operating description of irrigation system);
 - iv. Site construction description of materials proposed for pavements and utilities
 - v. Code analysis (The code criteria must be reviewed by each design team discipline member to the degree of detail necessary to ensure that tasks accomplished in this phase meet all the code requirements; Identify local zoning and all building code requirements and provide a complete analysis as they pertain to the project)
 - c. Site Planning Drawings:

- i. Demolition drawings
- ii. Site layout plan (showing All buildings, roads, walks, parking, and other paved areas including type of pavement; Accessible route from parking areas and from public street to main facility entrance; Fire apparatus and fire lanes)
- iii. Grading and drainage plan (showing Site grading and storm drainage inlets, including storm water detention features)
- iv. Site utilities plan (showing: sizes and locations of domestic and fire protection water supply lines, sanitary sewer lines, and all other utilities as applicable)
- v. Landscape design plan (showing General areas of planting, paving, site furniture, water features, etc.) and irrigation plan, if applicable
- d. Architectural Calculations:
 - i. Acoustical calculations, including noise transmission through envelope interior walls, floors (including raised floors), and ceilings, and mechanical and electrical equipment
 - ii. Heat transfer through dew point locations in building envelope
 - iii. Toilet fixture count
 - iv. Illumination, day lighting, and glare
 - v. Passenger and freight elevator analysis if applicable
 - vi. Loading dock analysis
 - vii. Energy analysis
- e. Architectural Narrative:
 - i. Building concept explaining Reasons for building massing, 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. Building construction description, explaining Structural bay size; Exterior materials, waterproofing, air barriers/vapor retarders, and insulation elements (as possible); Roofing system(s); Exterior glazing system; Interior finishes (including signage and furnishing), with detailed explanation for public spaces
 - iii. Potential locations for artwork, as a result of collaboration between the artist, A/E, and City Arts Program Administrator
 - iv. Use of recycled materials
 - v. Sustainable design concepts and LEED strategy
 - vi. 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
 - vii. Building maintenance explaining how unique and tall architectural spaces will be cleaned, have their light fixtures maintained, have interior and exterior glass surfaces cleaned and typical maintenance performed; Proposed scheme for window washing equipment; Consideration and prevention of bird nesting on exterior surfaces; How major mechanical and electrical equipment can be serviced and/or replaced in future years giving the necessary dimension clearances
 - viii. Describe the project-specific security design
 - ix. Report verifying the current design's compliance with the approved space program. Any deviations must be clearly reported
 - x. Building keying: Report must fully define the keying hierarchy for the entire building incorporating various levels of access, security, and fire egress; Signage Report: Signage system and room numbering system must be integrated with keying system
 - xi. Provide two finish boards for interior areas being modified as part of the Phase 1 project 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 on floor plans, and enlarged layouts. Indicate locations of

- passenger/freight elevators and their relationship to main entrances, mechanical spaces, and loading docks.
- 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. Building roof plan showing Drainage design, including minimum roof slope; Dimensions; Membrane and insulation configuration of the roofing system; Mechanical equipment rooms and their relationship to freight elevators
 - v. Elevations showing Entrances, window arrangements, doors; Exterior materials with major vertical and horizontal joints; Roof levels; Suspended ceiling space; Dimensions
 - vi. Interior elevations showing: Lobby; Public corridors; Restrooms; Major spaces; Typical public elevator lobby; Typical conference rooms
 - vii. One longitudinal and one transverse section showing Floor-to-floor dimensions; Stairs and elevators; Typical ceiling heights; General roof construction
 - viii. Proposed room finish schedule submitted on a drawing set showing floors, bases, walls, and ceilings; renderings
 - ix. Proposed site furniture showing Site furniture cut sheets or photos and proposed locations
 - x. Diagrams illustrating the ability to access, service, and replace mechanical/electrical equipment showing the pathway with necessary clearance
 - xi. Location of accessible pathways and services for the physically disabled
 - xii. Design of building signage, including code signs, way-finding and room identification, building directory, exterior building signage, and major interior building identification
 - xiii. General layout of furnishings for offices, common lobbies, conference rooms, etc.
- g. Structural Design Report Calculations:
- i. Gravity load and lateral load calculations, with tabulated results showing framing schedules
 - ii. Foundation calculations
 - iii. Calculations showing that the system is not vulnerable to progressive collapse
 - iv. Vibration calculations
- h. Structural Design Narrative:
- i. 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
 - ii. Description of recommended structural concept where existing structure is being modified (including Choice of framing system, lateral load-resisting elements, and proposed foundation design; Verification of adequacy of all assumed dead and live loads)
 - iii. Identify all code requirements and provide a complete analysis as it pertains to this project (including but not limited to required fire-resistance rating of structural elements and Summary of special requirements resulting from applicable local codes)
 - iv. Proposed methods of corrosion protection, if applicable
 - v. Geotechnical engineering report by City, including boring logs (if part of scope of work)
- i. Structural Drawings:
- i. Framing plans and key details where existing structure is being modified
- j. 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. Quarter-inch scale drawings of mechanical equipment room(s) showing all mechanical equipment, ductwork, and piping, including equipment access and service requirements in plan, elevations, and cross-sections)
 - iv. Roof plan showing all roof-mounted equipment and access to roof
 - v. Show adequate access from mechanical equipment room(s) to elevators and access points to show ability to service equipment
 - vi. Single line schematic flow and riser diagram(s) (including Airflow quantities and balancing devices for all heating/cooling equipment; Water flow quantities and balancing devices for all

- heating/cooling equipment; Flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment)
- vii. 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)
- viii. Schedules (major equipment that includes chillers, boilers, pumps, air-handling units, and terminal units, cooling towers, air terminals, etc.)
- ix. Air terminal devices and diffusers shown connected to major duct runs and coordinated with reflected ceiling plan
- x. Air balance relationships between spaces, if any.
- k. Mechanical Narrative (HVAC):
 - i. Updates from SD.
 - 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 building heating and cooling load calculations
 - iii. Updated, space-by-space calculations of ventilation and exhaust quantities following ASHRAE 62 and WI SPS 364.
- l. Plumbing Drawings:
 - i. Demolition drawings
 - ii. Floor plan(s) including proposed building zoning and major piping runs and Locations of proposed plumbing fixtures and equipment
 - iii. Systems schematics and flow diagrams
- m. Plumbing Narrative:
 - i. Updates from SD.
- n. Fire Protection Drawings:
 - i. Floor plans showing (Equipment spaces for fire protection systems including fire pump and fire command center; Fire protection water supply lines, fire hydrant locations, fire apparatus access roads, and fire lanes; Standpipes and sprinkler risers; Remoteness of exit stairways; Location of firewalls and smoke partitions; Identification of occupancy type of every space and room in building; Calculated occupant loads for every space and room in the building; Location of special fire protection requirements including kitchens, computer rooms, storage)
 - ii. Riser diagrams for sprinkler system
 - iii. Riser diagram for fire alarm system
- o. Fire Protection Narrative:
 - i. Updates from SD.
 - ii. Occupant load and egress calculations
 - iii. Fire protection water supply calculations (Includes water supply flow testing data)
 - iv. Fire pump calculations where applicable
 - v. Smoke control calculations where applicable (e.g., atrium)
 - vi. Stairway pressurization calculations where applicable
 - vii. Calculate sound attenuation through doors and walls for placement and location of fire alarm system audible notification appliances
- p. Electrical Drawings:
 - i. Site plan showing Proposed site distribution for power and communications, proposed service entrance and location of transformers, generators, and vaults, etc.
 - ii. 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
 - iii. Single line diagram of the building power distribution system
 - iv. Plan of typical lighting layout
 - v. PV System major components (panels, inverters, etc) shown on drawings and coordinated with structural.

- vi. Single line diagram of other signal system including: telephones, security, public address, and others
- vii. Security system site plan including proposed locations for surveillance cameras, duress alarm sensors, and access controls. If the system is not extensive, these locations may be shown on the electrical site plan; Security system floor plans; Proposed locations for access controls, intrusion detection devices, CCTV, and local panels
- viii. Lightning protection and building grounding
- q. Electrical Narrative
 - 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
 - vii. Data port counts (will be provided to City IT for City IT to determine type/quantity of switches)
- r. Specifications:
 - i. Updated Table of Contents
 - ii. Specification sections edited for the project and coordinated with City provided Div-00 and 01 with yellow highlights as needed to identify portions that still need updating and/or coordination.
 - iii. All sections, Part 2 – Products, shall be coordinated with City standards and drawing schedules.
- s. Certification Requirements: 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.
- t. LEED Report:
 - i. Prepare and present to City for review and approval a LEED design report to include the LEED checklist of proposed strategy
 - ii. Identify proposed elements and highlight features on design development documents in both graphic and written summary that address the LEED requirement
- u. Life-Cycle Cost Analysis: A/E to provide design documentation to support City's life-cycle cost analysis.
- v. Energy Analysis (BY CITY): This deliverable will be completed after submission of the final design development submission by the City's third party commissioning agent.
- w. Design Development Cost Estimate: This deliverable will be completed after submission of the final schematic design submission by the cost estimator (consultant on A/E team). Cost estimate deliverable is to be reviewed concurrently by the City and the A/E.
- x. Project Schedule
 - i. Develop project time schedules for the project indicating the expected progress of the work; include architectural and engineering design, bidding, contract execution and construction.
- y. At the end of the Design Development Phase – and the beginning of the Construction Document Phase – the A/E shall be prepared to submit the City of Madison Parking Lot / Site Plan review. All items required for this submission can be found at the following link
<https://www.cityofmadison.com/development-services-center/other-residential/parking-lot-site-plan>

H. Phase IV: Construction Documents

1. General – Prior To Completion of Construction Documents
 - a. See “DELIVERABLES EACH PHASE – GENERAL REQUIREMENTS” above for meeting, presentation, approvals, and expectations.
 - b. This set of submissions shall reflect a complete project design. In CD the A/E and all sub-consultants shall provide all plans, details, and specifications to a level of 95% or better in preparation for the bidding phase. In order to complete this phase of design the:
 - i. A/E shall do all of the following:

1. Thoroughly scrub all floor plan backgrounds being used are the same version for all disciplines
 2. All floor plan dimensions are complete and not conflicting
 3. All details are complete, fully noted/dimensioned and properly linked to other details as necessary
 4. All disciplines have crashed their drawings and details against other disciplines looking for conflicts. All conflicts have been resolved.
 5. All specifications are complete, properly numbered/labeled, all irrelevant information has been removed, and all performance specifications are complete and meet the intent of the design parameters for the system being specified.
- ii. The City Project Manager shall do all of the following:
 1. Verify all division 00 and 01 specifications are complete and have been provided to the A/E. This includes any co-edited specifications.
 2. Verify the final design intent meets the needs for the project.
2. Document Deliverables – Construction Documents
 - a. Site Planning and Landscape Design Calculations:
 - i. Final drainage calculations, including storm water detention
 - ii. Final parking calculations, if applicable
 - iii. Pipe sizing calculations for water and sewer pipes
 - iv. Pavement design calculations
 - b. Site Planning and Landscape Design Drawings, General:
 - i. Demolition plans
 - ii. Site layout plan: Location of all buildings, roads, walks, accessible routes from parking and public street to building entrance, parking and other paved areas, and planted areas; Limits of construction; Locations and sizes of fire protection water supply lines, fire hydrants, fire apparatus access roads, and fire lanes; Location of floodplains and wetlands
 - iii. Grading and drainage plan: showing Existing and new contours 2 ft. interval minimum in area around buildings; Spot elevations at all entrances and elsewhere as necessary; Elevations for walls, ramps, terraces, plazas, and parking lots; All surface drainage structures; Water retention and conservation
 - iv. Site utilities plan: showing All utilities, including inlets, manholes, clean-outs, and invert elevations
 - v. Planting plan showing Building outline, circulation, parking, and major utility runs; Size and location of existing vegetation to be preserved including construction protection measures
 1. Review large vehicle access locations for fire apparatus vehicles, freight delivery, and crane hoisting
 2. Ensure that planting scheme will not impede these areas during the growth cycle of the plants (trees and shrubs)
 - vi. Location of all new plant material; Erosion control; Planting schedule, Quantity of plants, botanical names, planted size, and final size
 - vii. Irrigation plan, if applicable, including schematic of irrigation control system
 - viii. Planting and construction details, profiles, sections, and notes as necessary to fully describe design intent
 - c. Site Planning and Landscape Specifications: Provide completed specification sections for all landscaping and civil disciplines as applicable. Ensure cross references to the City of Madison, Public Works Standard Specifications are complete and correct.
 - d. Architectural Calculations and Compliance Reports:
 - i. Final acoustical calculations, including noise transmissions through Envelope, Interior walls, floors, and ceilings, Mechanical and electrical equipment
 - ii. Final heat transfer through and dew point locations in building envelope
 - iii. Final toilet fixture count
 - iv. Final illumination, day lighting, and glare analysis
 - v. Information as needed to complete City of Madison Building Inspection Review.
 - e. Architectural Drawings:

- i. Project title sheet, drawing index
- ii. Demolition plans
- iii. Floor plans
- iv. Building sections; vertical zoning for electrical and mechanical utilities must be indicated on sections.
- v. Roof plans must show slopes, low points, drains and scuppers, equipment, equipment supports, roof accessories, and specialty items.
- vi. Exterior elevations
- vii. Wall sections
- viii. Interior elevations
- ix. Details; all details shall be complete, dimensioned and cross referenced to other details as necessary.
- x. Schedules
- xi. Diagrams illustrating proper clearance for servicing and replacement of equipment
- f. Architectural Specifications Complete: Room finish, ceiling types, floor finish, color, and door schedules must be incorporated on drawings. Schedules will not be permitted in the specifications.
- g. Structural Narrative and Calculations:
 - i. Gravity loads
 - ii. Lateral loads (seismic and wind)
 - iii. Foundations
 - iv. Thermal loads where significant
 - v. Vibration propagation
 - vi. Progressive collapse
 - vii. Supports for nonstructural elements, including mechanical and electrical equipment on the roof and in equipment rooms, louvers, and other penetrations
 - viii. Steel connections
 - ix. Blast analysis
 - x. Provide calculations to meet City of Madison Building Inspection review including roof mounted PV System, parking lot lighting, etc.
- h. Structural Drawings:
 - i. Demolition plans
 - ii. Full set of structural construction drawings where existing structure is being modified (Drawings must be fully dimensioned, noted and detailed for accurate bidding and construction; Load criteria for all floor live loads, roof live load, roof snow load, wind load, earthquake design data, and special loads must be shown on drawings.
 - 1. Live load reduction of the uniformly distributed floor live loads, if used in the design, must be indicated; Basic wind speed (3-second gust), miles per hour (km/hr), wind importance factor and building category, wind exposure, the applicable internal pressure coefficient must be indicated;
 - 2. Seismic design criteria, such as seismic use group, spectral response coefficients SDS and SD1, site class, basic seismic-force-resisting system, design base shear, and analytical procedure must be indicated;
 - 3. Additional information may be required by the local building official; Soil bearing pressure and lateral earth pressure must be indicated; Properties of basic materials must be indicated;
 - 4. Indicate the codes and standards used to develop the project).
 - iii. Structural Schedules for foundations, columns, walls, beams, slabs, and decks, as applicable
 - iv. Structural details: All typical details must be shown on the drawings; Include details for steel connections; Include details for all fire-rated assemblies, indicating Underwriters Laboratories Inc. or other nationally recognized testing laboratory fire resistance directory design numbers; Include details indicating if the assembly is restrained or unrestrained; Include details for anchorage of building system equipment and nonstructural building elements (may be shown on mechanical, electrical, or architectural drawings, as applicable). The anchorage details, if shown on other disciplines, must be referenced on the structural drawings.)

- i. 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. Roof plan showing all roof-mounted equipment and access to roof (Show adequate access from mechanical equipment room(s) to freight elevators
 - iv. Mechanical details: Quarter-inch scale drawings of mechanical equipment room(s) showing all mechanical equipment, ductwork, and piping including access and service requirements in plan, elevations, and cross-sections; All valves must be shown. Indicate locations where temperature, pressure, flow, contaminant/combustion gases, or vibration gauges are required, and if remote sensing is required; Mechanical room piping and ductwork layout must be double line; All dampers—both fire dampers and volume control dampers—must be shown. Ductwork ahead of the distribution terminals must be indicated in true size (double line)
 - v. Updated 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.
 - vi. Updated 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
 - vii. Updated Schedules: Provide schedules of equipment that includes chillers, boilers, pumps, air handling units, terminal units, cooling towers, Air terminal devices, etc.
 - viii. Updated Air balance relationships between spaces, if any
 - ix. Data room cooling systems – evaporators and condensers
- j. Mechanical Narrative and Calculations (HVAC):
 - i. Updates from DD.
 - ii. A final description of any deviation from the HVAC system as approved during DD.
 - iii. Final building heating and cooling load calculations
 - iv. Final system pressure static analysis at peak and minimum block loads for occupied and unoccupied conditions
 - v. Building pressurization analysis for peak and minimum block loads for occupied and unoccupied conditions
 - vi. Acoustical calculations for peak and minimum block loads for occupied conditions
 - vii. Flow and head calculations for pumping systems for peak and minimum block loads for occupied conditions
 - viii. Final selection of equipment, cut sheets of selected equipment
 - ix. Final psychrometric calculations for the selected HVAC systems at full and partial loads
 - x. Final ventilation and exhaust calculations following ASHRAE 62 and WI SPS 364.
 - xi. IT Space load calculations based on data port counts/City IT input about type/quantity of switches. Load calculations used to size data room cooling equipment
 - xii. Information required to complete City of Madison Building Inspection review
- k. Mechanical Specifications: Completed specifications indicating preferred manufacture and model numbers according to Exhibit B and the design team that meets the intent of the mechanical system; all performance based specifications, all BAS required connection information and control points
- l. Plumbing Drawings
 - 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

- m. Plumbing Narrative and Calculations:
 - i. Updates from DD
 - ii. Hot water heating calculations
 - iii. Water supply calculations, including pressure
 - iv. Roof drainage calculations
 - v. Sanitary waste sizing calculations
 - vi. Final water consumption calculations and analysis including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation
 - vii. Information required to complete City of Madison Building Inspection review
- n. Plumbing Specifications: Completed specifications indicating preferred manufacture and model numbers according to Exhibit B and the design team that meets the intent of the plumbing system; all performance based specifications.
- o. Electrical Drawings
 - 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 primary and secondary power distribution
 - iv. Include normal power, emergency power, and UPS
 - v. Single-line diagram of fire alarm system
 - vi. Single-line diagram of telecommunications/IT/AV/radio system
 - vii. Circuit layout of lighting control system
 - viii. Details of distribution system
 - ix. Site plan: Indicate service locations, manholes, ductbanks, and site lighting
 - x. Layout of electrical equipment spaces: Show all electrical equipment. Include elevations of substation transformers and disconnect switches
 - xi. Schedules for switchgear, switchboards, motor control centers, panelboards, and unit substations
 - xii. Grounding diagram
 - xiii. Complete phasing plan (if required) for additions and alterations
 - xiv. Security systems site plan
 - xv. Final locations of all security devices and conduit runs
 - xvi. Security system floor plans
 - xvii. Layout of all security systems
 - xviii. Storage areas for electrical equipment/spare parts
- n. Electrical Narrative and Calculations:
 - i. Updates from DD and as needed for City of Madison Building Inspection review
 - ii. Illumination level and lighting power calculations
 - iii. Short circuit calculations
 - iv. Voltage drop calculations
 - v. Overcurrent coordination study
- o. Electrical Specifications: Completed specifications indicating preferred manufacture and model numbers according to Exhibit B and the design team that meets the intent of the plumbing system; all performance based specifications.
- p. Technology Drawings: Complete floor plans showing all IT/AV/telecommunication/radio/security systems (including room locations), major pathways, etc.; complete single line details of all cabling systems, enlarged details as needed for all racks, security systems, AV systems and other related equipment; grounding details; schedules of equipment provided by contractor; etc.
- q. Technology Narrative: Updates from DD
- r. Technology Specifications: Completed specifications indicating preferred manufacture and model numbers according to Exhibit B and the design team that meets the intent of the plumbing system; all performance based specifications. Ensure all equipment by Contractor, Connection by Contractor, Equipment by Owner, and Connection by Owner are properly labeled and scheduled.
- s. 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, Panel and curtain walls, Fire-stopping configurations. Include details of all openings between the exterior walls (including panel, curtain, and spandrel walls) and floor slabs, openings in floors, and shaft enclosures; Mass notification system equipment; Horizontal exits; Each required fire door; Stairway pressurization fans; Security door hardware, including operation procedures; Fire pump configuration; Anchorage of underground fire protection water supply lines; Standpipe riser; waterflow switches and tamper switches; Sprinkler floor control valves, sectional valves, and inspector test assembly; Special fire extinguishing systems (e.g., wet chemical); Fire alarm riser; Typical firefighter telephone station; Typical firefighter telephone jack; Electrical closets for fire alarm system panels; Fire alarm telephone panel including voice paging microphone and firefighter telephone system; Visual indicating device control and power detail, typical for floors stating location; Amplifier rack stating location; Typical location of duct smoke detectors; Outdoor fire alarm speaker; Wall-mounted cone fire alarm speaker; Typical terminal cabinet; Lay-in ceiling-mounted fire alarm speaker; Lay-in ceiling-mounted fire alarm combination speaker/strobe; Wall-mounted strobe device; Typical manual fire alarm box installation; Fire alarm system input/output matrix; Graphic annunciator panel; Fire command center showing the locations of each panel to be installed
- t. Fire Protection Narrative and 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
 - v. Final stairway pressurization calculations
 - vi. Fire modeling
 - vii. Final calculations for calculating sound attenuation through doors and walls for placement and location of fire alarm system audible notification appliances
 - ix. Other information as needed for City of Madison Building Inspection and MFD review.
- u. Fire Protection Specifications; Completed specifications indicating manufacture and model numbers and performance based specifications.
- v. LEED Report:
 - i. Prepare and present to City for review and approval a LEED design report to include the LEED v4.1 checklist of proposed strategy
 - ii. Identify proposed elements and highlight features on construction documents in both graphic and written summary that address the LEED v4.1 requirements
- w. LEED Online submission of design phase credits: The A/E is to submit all design phase credits to LEED Online and coordinate with City staff and other consultants as needed to complete submission (e.g. energy modeling credit). A/E is to respond to GBCI review comments as needed to finalize design credit submission.
- x. 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. Certification will also indicate that the architectural/engineering design elements have been integrated with the overall project design, and that the building can meet the programmed LEED rating. The A/E certification must be signed and sealed by a principal of the architectural/engineering firm in charge of the project.
- y. Specifications (General, ALL Divisions): Completely edited version of each specification section to be used on the project. All sections to be final, no drafts are permitted. All performance information has been provided, no blanks. All unrelated information has been removed. Final version has been exported to PDF to preserve all links from TOC to individual sections.

- z. Construction Document Cost Estimate: This deliverable will be completed after submission of the final CD submission by the cost estimator (consultant on A/E team). Cost estimate deliverable is to be reviewed concurrently by the City and the A/E. The cost estimate shall provide the following detail:
 - i. Itemization shall be raw construction costs for material, labor, equipment rentals, etc. (only) by area of occupancy. DO NOT include any markup. Provide a total cost for each area of occupancy.
 - ii. Provide a summary sheet showing all of the following:
 - 1. Each area of occupancy with its construction total from item *a* above.
 - 2. Provide a line item for the subtotal of all occupancies
 - 3. Provide a line item for Contractor Mark-up on the sub-total
 - 4. Provide a line item for Construction Bond on the sub-total
 - 5. Provide a line item for BPW Contingency (8%) on the sum total of items *ii*, *iii*, and *iv* above
 - 6. Provide a line item for Design Contingency
 - 7. Provide a line item for Escalation of construction costs (if scheduled construction is 2 or more years out)
 - 8. Provide a Grand Total
- aa. Energy Analysis (BY CITY): This deliverable will be updated by City third party consultant if there are any significant changes in the construction document phase.
- bb. Project Schedule: Develop project time schedules for the project indicating the expected progress of the work; include architectural and engineering design, bidding, contract execution and construction.

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 of Madison, Public Works Contract Documents.
2. The City's contract documents will be prepared by the City Project Manager and shall include statements relating to advertising for bid, instructions to bidders, Small Business Enterprise (SBE) program information, special provisions, proposal, bid bond, agreement, payment bond, performance bond, and Best Value Contracting.
3. The posting of bid documents on the City's preferred internet bid site (BidExpress), bid period, bid opening, building contractor selection, and contract signing will be provided by the City Engineering Division and the Board of Public Works.
4. A/E shall assist the City in preparing the construction documents as Exhibits in searchable PDF format which will be incorporated into the bid documents noted above.
5. A/E shall attend pre-bid conference meeting.
6. A/E shall answer questions during bidding 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.
7. 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 phase. The revised set must be completed in an expeditious manner.
8. 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.
9. 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.
10. Building Information Model: Provide final BIM Model during or right after bidding.

J. Phase VI: Construction Administration Phase

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 completed digitally. The City will receive a set of all design documents in digital form. Digital files shall be in universal format (i.e. PDF) and in the design tool specific file format (i.e. Revit file, Trane trace file).
3. The A/E, and when appropriate to the progress of the project any sub-consultants, shall attend field project meetings. The A/E shall conduct the meetings and shall prepare minutes of the meetings. Such meetings shall be held at regular intervals (bi-weekly minimum) and as required by City.
4. The A/E shall make periodic visits to the site at least every two weeks and more often as necessary to maintain familiarity generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. 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 awarded 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 shall provide punch list comments via the Sharepoint QMO workflow. The A/E's items will be coordinated with the City's project team and third-party consultants. The purpose is to check conformance of the construction work with the requirements of the contract documents. The A/E is to verify the accuracy and completeness of the responses by the general contractor and to assist with checking 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 record drawings based on field observations and contractor's markup.
17. The A/E shall work with the general building contractor, City staff and other consultants as needed to complete the construction phase LEED credit submission near the end of the construction phase. The general building contractor is responsible for uploading most construction phase LEED online credits, but will require some supporting documents and calculations from the A/E. The A/E is to review all LEED Online construction phase submittals and assist with responding to GBCI review comments, if needed.
18. 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. ENHANCED COMMISSIONING AND ENERGY MODEL
- B. SITE SURVEY
- C. HAZARDOUS MATERIALS SURVEY
- D. GEOTECHNICAL REPORT (as needed)
- E. EXPLORATORY DEMOLITION
- F. OTHERS AS APPLICABLE OR REQUIRED

Personnel (City)

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

Purchase of Services Contract and Standard Terms and Conditions

- A. Copies of the City of Madison Purchase of Services Contract (Architect) is attached to the RFQ as Exhibit D and a copy of the City of Madison Standard Terms and Conditions is attached as Exhibit E.
- B. By submitting a response packet to this RFQ and providing a proposal if requested for interview the A/E acknowledges and accepts all language associated with these two documents without changes or amendments.

- C. **DO NOT** complete and return a copy of the contract with your RFQ documents. This is only supplied for review at this time.

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.
1. The A/E and all sub-consultants shall appropriately plan for all meetings and communications (including but not limited to phone calls, emails and virtual meetings), both internally with the A/E team and externally with the City Design Team (or approving authorities), related to completing sub-tasks within each phase of design. The City will not accept requests for additional time and effort to complete a sub-task when there was no significant change in scope according to this contract.
 - a. If the A/E and any sub-consultant feels that the requirements to complete a sub-task go beyond what was assumed under the original contract the A/E and sub consultant shall meet with the City for resolution prior to continuing work on the sub-task. Invoices for additional time after the fact will not be accepted by the City.
 2. No itemized expenses shall be allowed during this contract. All A/E expenses including but not limited to travel, communication, reproductions, delivery, and other project-related expenditures shall be included in the contract price for each phase of work.
 3. The City shall be responsible for all reproduction fees related to check sets, bid documents, plan review sets, etc. The A/E shall not include such fees in their proposal for any phase of work.
 4. The City shall be responsible for all fees related to plan reviews including but not limited Zoning, Planning Commission, Fire Department and Building Inspection. The A/E shall not include such fees in their proposal for any phase of work.

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 & LEED Documentation Completion	2%	Billed upon successful acceptance by City Designated Representative

Completion Schedule

- A. The table below lists a preliminary project schedule. Prior to signing the contract the A/E and the City shall collaborate and develop a programming, design and construction project schedule indicating the completion date of each phase or segment of work.
1. For each phase of the design process the schedule shall include sufficient time for 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.
 2. For each phase of the design process the schedule shall include sufficient time for the A/E to make corrections and updates resulting from the review process noted in item A.1. above.
- B. The A/E shall only begin work after final contract execution by the City and upon issuance by the City's Designated Representative of official notice to proceed.

- C. The A/E shall update and resubmit the project schedule whenever scheduling changes occur.
- D. 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
2020	
July - August	RFP advertisement for Architect/Engineer team
September - October	Selection of A/E team and contract execution
October - November	Complete Pre Design/Schematic Design (including owner design review & corrections)
December – January (2021)	Complete Design Development (including owner design review & corrections)
2021	
February - April	Complete Construction Drawings (including owner design review & corrections)
April	Complete Pre-Bid Verification (including owner review & corrections)
May - August	Construction Bidding and Contract Signing
September	Start Construction and Construction Administration
2022	
May	Construction Complete, Owner Occupancy, begin 1 year warranty phase

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 (payroll records, invoices, etc.).
- B. The A/E and all sub-consultants shall appropriately plan for all meetings and communications (including but not limited to phone calls, emails and virtual meetings), both internally with the A/E team and externally with the City Design Team (or approving authorities), related to completing sub-tasks within the scope of the Extra Service. The City will not accept requests for additional time and effort to complete a sub-task when there was no significant change in scope according to the contract amendment.
 - 1. If the A/E and any sub-consultant feels that the requirements to complete a sub-task go beyond what was assumed under the contract amendment the A/E and sub consultant shall meet with the City for resolution prior to continuing work on the sub-task. Invoices for additional time after the fact will not be accepted by the City.
- C. No itemized expenses shall be allowed for any requested extra services. All A/E expenses including but not limited to travel, communication, reproductions, delivery, and other project-related expenditures necessary to complete the extra service shall be included in the contract price for the extra service.
- D. The City shall be responsible for all reproduction fees related to check sets, bid documents, plan review sets, etc. related to the extra service. The A/E shall not include such fees in their proposal for the extra service.
- E. The City shall be responsible for all fees related to plan reviews including but not limited Zoning, Planning Commission, Fire Department and Building Inspection, for the extra service. The A/E shall not include such fees in their proposal for the extra service.
- F. All approved extra services shall be added as new line items to invoicing.

END OF EXHIBIT A



Department of Public Works
Engineering Division
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Exhibit B – GENERAL DESIGN GUIDELINES
for
CONTRACT #8947, PROJECT #17328-51-200
OLIN BUILDING IMPROVEMENTS

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) **A/E TBD**; and the word “General Building Contractor” means the entity which will be responsible for the actual construction of the project.

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.

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. Only regularly used divisions on City projects have been provided in this document.

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GENERAL GUIDELINES

The information within this General Guidelines Section is not related to any one CSI Division of Work but is applicable to the overall design process.

- A. The A/E and all sub-consultants shall become familiar with the City of Madison Standard Specification for Public Works Construction (<http://www.cityofmadison.com/business/pw/specs.cfm>) and all City provided Specifications (regardless of CSI Division) 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.
- B. The A/E shall incorporate all City provided specifications, regardless of Division, into their specification documents.
- C. Construction Products and Materials: Whenever possible products and materials specified within this Exhibit B are to be used in the design of this project.
- D. 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.
- E. 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.
- F. Structural Design: 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.
- G. Design Mockups: 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. All contract amendments must be completely executed prior to proceeding with any design mockups.
- H. Interior Work Space Requirements and Design Goals
 1. As part of the pre-design planning effort the A/E shall work with the City and applicable agencies to develop the tenant space (city staff utilizing the space) and customer space (non city staff visiting the space) requirements.
 2. 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 the City staff, and integrate experienced insights and recommendations concerning the following:
 - a. Formal and informal amenities for collaborative spaces.
 - b. Space adjacencies, types, and sizes necessary to support the tenant's mission.
 - c. Analysis and documentation of clients work patterns and styles.
 - d. Flexibility to adapt to future change
 3. Mobility of workforce and accommodating technology
 4. When designing and planning the tenant space, the following factors should be established as the primary criteria for calculating the total space needed:
 - a. The minimum space standards to be utilized shall be common industry wide space standards. Sources for comparable space standards and social distancing include but are not limited to AIA, CDC, GSA, OSHA, other regulatory agencies, and various office equipment manufacturers (All Steel, Hermann Miller, etc.).
 - i. The City of Madison-Engineering-Facility Management has developed and adopted office space standards that shall be utilized whenever possible for open space cubicles, workstations, and enclosed offices. See Appendix A for standard layouts.
 - ii. Open/enclosed work spaces to be based on standards of supervision and for reasons of confidentiality only.
 - iii. Percentage of workforce with job mobility for desk-sharing potential shall be based on the applicable agency's ability to telecommute.
 - b. Collaborative spaces, both formal and informal, shall be based on the requirements for the applicable agency and/or public space needs necessary to perform the agencies daily functions.
 5. Additional design goals should include:
 - a. On new construction a minimum of 24" clear space between bottom of floor/roof and top of ceiling grid are required on all projects to reduce conflict of structural members, piping, ductwork, light

- fixture and other equipment in the ceiling space. Provide as much space as practical on remodeling projects. Provide more space as needed to reduce conflicts.
- b. Maximize natural light in open spaces and avoid placing enclosed rooms along the windows.
- c. Provide adequate speech privacy and consider sound masking if necessary to ensure appropriate acoustics.
- d. 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.
- e. Provide and minimize centrally located resource centers for files, supplies, and equipment.
- f. Provide adequate, clearly located space for the recycling program.
- g. 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.
- 6. 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.

DIVISION 00 – Procurement and Contracting Requirements

- A. 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.
 - 1. 00 31 46 Permits
 - 2. 00 43 25 Substitution Request Form (During Bidding)
 - 3. 00 43 43 Wage Rates Form
 - 4. 00 62 7613 Sales Tax Form
- B. The City will be responsible for assembling all final bid documents, posting the bid documents to the City's preferred internet bid site (BidExpress), the bidding schedule, bid opening, reviewing bids, awarding the contract, and contract signing.
- C. The A/E will be responsible for completing & providing to the City all construction document drawings and project specifications as previously outlined in Exhibit A – A/E Scope of Work.
- D. The A/E (including representatives of all sub-consultants) shall assist and advise the City during the bidding process in all of the following:
 - 1. Answer questions/provide clarification via email or phone of the plans and specifications as necessary to bidding contractors.
 - 2. Attending the Pre-Bid Walk Through to answer questions/provide clarification of the plans and specifications as necessary to the bidding contractors.
 - 3. 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: The City has final approval authority on all substitutions.
 - 4. Assist the City in preparing contract addenda based on information generated from items D1 through D3 above and other corrections to plans and specifications that were completed during the bidding period.
- E. The City will be responsible for posting all addenda on BidExpress.
 - 1. All addenda must be published and posted no less than seven (7) calendar days prior to bid opening to give contractors sufficient time to review addenda items.
 - 2. In the event the City is extending the bid due date the extension addendum must be published and posted to BidExpress no later than 12:00 pm (noon) of the Tuesday prior to the bid opening.

DIVISION 01 – General Requirements

- A. The City may provide any/all of the specifications listed below to the A/E for inclusion in the project specifications.
- B. 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.

- C. If the A/E feels any of the listed specifications need editing to meet the intent of the project the A/E shall discuss the proposed edits with the City. The City has final approval on the edits for these specifications.

01 25 13	Product Substitution Procedures	01 45 29	Testing Laboratory Services
01 26 13	Request for Information (RFI)	01 50 00	Temporary Facilities and Controls
01 26 46	Construction Bulletin (CB)	01 58 13	Temporary Project Signage
01 26 57	Change Order Request (COR)	01 60 00	Product Requirements
01 26 63	Change Order (CO)	01 71 23	Field Engineering
01 29 73	Schedule of Values	01 73 29	Cutting and Patching
01 29 76	Progress Payment Procedures	01 74 13	Progress Cleaning
01 31 13	Project Coordination	01 74 19	Construction Waste Management and Disposal
01 31 19	Project Meetings	01 76 00	Protecting Installed Construction
01 31 23	Project Management Web Site	01 77 00	Closeout Procedures
01 32 16	Construction Progress Schedules	01 78 13	Completion and Correction List
01 32 19	Submittals Schedule	01 78 23	Operation and Maintenance Data
01 32 23	Survey and Layout Data	01 78 36	Warranties
01 32 26	Construction Progress Reporting	01 78 39	As-Built Drawings
01 32 33	Photographic Documentation	01 78 43	Spare Parts and Extra Materials
01 33 23	Submittals	01 79 00	Demonstration and Training
01 41 00	Regulatory Requirements	01 81 13	Sustainable Design Requirements – LEED v4
01 43 39	Mockups	01 91 00	Commissioning
01 43 50	Air Barrier Systems	01 95 00	Measurement and Verification
01 45 16	Field Quality Control Procedures		

- D. The A/E will be responsible for writing additional Division 01 specifications as needed.

DIVISION 02 – Existing Conditions

- A. 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.
1. 02 41 16 Structural Demolition
- B. The A/E is responsible for writing any specifications related to this Division of Work
- C. The A/E shall use any existing information (site survey, soil information, hazardous material reports, etc.) generated and provided by the City during the design phase as attachments or references to the specifications.

DIVISION 03 – Concrete

- A. The City currently does not have any specifications for this Division of Work.
- B. 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.
- C. The City is requiring the A/E to incorporate the following City standards into the A/E Division 03 specifications and design standards for:
1. 03 20 00 Concrete Reinforcing
 - a. All rebar shall be plain steel rebar unless otherwise required or specified by code or construction detail.
 - b. Epoxy coated rebar shall only be used in exterior locations where open or cut concrete joints could potentially expose the rebar to corrosion.
- D. The City is requiring the A/E to incorporate the following standards into the A/E Division 03 specifications and design standards as follows:
1. Structural concrete design and specifications must follow the recommendations of the American Concrete Institute (ACI) contained in ACI 301-10 Specifications for Structural Concrete, Current Edition

2. Cold weather concreting specifications must follow the recommendations of the American Concrete Institute (ACI) contained in ACI 306R-10 Guide to Cold Weather Concreting, Current Edition
3. Architectural precast concrete design and specifications must follow the recommendations of the Precast Concrete Institute (PCI) contained in PCI publication, Architectural Precast Concrete, Current Edition.

DIVISION 04 – Masonry

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 04 specifications and design standards as follows:
 1. 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.
 2. Brick masonry design must follow the recommendations of the Brick Institute of America contained in the publication, Technical Notes on Brick Construction.
 3. Exterior limestone design must follow the guidelines of the handbook published by the Indiana Limestone Institute of America.

DIVISION 05 – Metals

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 04 specifications and design standards as follows:
 1. 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.
 2. Brick masonry design must follow the recommendations of the Brick Institute of America contained in the publication, Technical Notes on Brick Construction.
 3. Exterior limestone design must follow the guidelines of the handbook published by the Indiana Limestone Institute of America.

DIVISION 06 – Woods, Plastics, and Composites

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

DIVISION 07 – Thermal and Moisture Protection

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 07 specifications and design standards as follows:
 1. General calculation of envelope assemblies: Isothermal-Planes Method per ASHRAE simulation (i.e. THERM).
 2. Thermal Performance Goals

	Maximum overall U-Value	Minimum overall R-value	Maximum overall SHGC	Notes
Roof	0.02	30	0.01	
Wall SE-SW	0.077	13	0.045	
Wall SW-NW	0.077	13	0.035	
Wall NW-NE	0.077	13	NA	
Wall NE-SE	0.077	13	0.035	

	Maximum overall U-Value	Minimum overall R-value	Maximum overall SHGC	Notes
Wall Basement	0.05	20	NA	simulated
Floor Basement	0.05	20	NA	simulated

3. Moisture Control; A/E design of the above-grade building enclosure must be demonstrated early in the design development phase.
 - a. ASHRAE 160, Criteria for Moisture Control Design Analysis in Buildings is an acceptable basis of design.
 - b. Demonstration of the transient hydrothermal behavior of the various multi-layer building components for all critical building enclosure systems must be confirmed through modeling.
 - c. Construction documents must clearly depict all drainage and air passages.
 - d. Detail in three dimensions where practical, indicating critical corner terminations, interface of all differing systems, proper sealant methodologies, etc.
4. Below Grade Systems; A/E shall design below grade enclosures as necessary early in the Design Development phase.
 - a. Ground Water Control: If necessary, drainage mats and soil filters should be considered to relieve hydrostatic pressure on substructure walls and allow water drainage to the level of existing or new drains. Slope pipes per the specified Board of Public Works Standard Specification requirements. Subsurface drainage should discharge into the storm drain by gravity whenever possible. Cleanouts must be provided at grade to facilitate maintaining the system.
 - b. Waterproofing: Where below grade waterproofing is required the design shall follow the recommendations of the National Roofing Contractors Association (NRCA) Waterproofing Manual. Below-grade waterproofing must be applied to the positive pressure side and must be covered by a protection mat to shield the waterproofing membrane from harmful effects of construction activities, ultraviolet radiation, or aggressive vegetation.
 - c. Water Stops: Water stops must be used at construction joints in below-grade walls, footings and other elements where a waterproof system is required.
 - d. Under slab Insulation: Designs shall include insulation under concrete slabs on grade, where slabs are heated, or where they support refrigerated structures.
5. Wall Systems; A/E shall begin addressing wall enclosure system details as necessary early in the Design Development phase.
 - a. Connections and fasteners exposed to weather: No design shall include products constructed of carbon steel in exterior construction, including but not limited to exterior walls, soffits, and roofs, except where protected by appropriate galvanic zinc coating or other equivalent protection approved by the City.
 - b. Do not use vinyl wall coverings as the interior finish of exterior walls. On thermal mass storage walls where water may penetrate the wall, avoid interior finishes made from highly processed organic materials that may promote mold growth.
 - c. Air/Moisture Barrier System: An air/moisture barrier is required in all new construction and should be employed wherever possible during remediation of existing exterior envelopes. The air barrier system is:
 - i. A continuous plane of air tightness, herein called the air barrier system, must be installed as part of the building enclosure (both above and below grade) to effectively separate all conditioned air from outdoor and polluted spaces.
 - ii. Continuous in three-dimensions from roof-to-wall-to-foundation.
 - iii. Consists of materials and components that are either individually or collectively sufficient in stiffness and rigidity to resist air pressure differentials across the exterior wall assembly without permanent deformation or failure.
 - iv. Durable and structurally rigid to withstand the construction process.
 - d. The interior and exterior air pressures across an air barrier system that need to be examined include, but are not limited to, pressures caused by wind, stack effect, and mechanical systems. Air barriers may be located at different locations within a wall system, and the placement of the air barrier needs to be indicated by the designer on the drawings. The designer must carefully consider placement of the air barrier when the air barrier material(s) will act both as an air barrier and as a vapor retarder to determine if drying of the system will be inhibited by the location of this material within the

- assembly. Portions of the air barrier may require regular maintenance and an allowance should be made within the design to accommodate this maintenance.
- e. The air barrier system must be shown on the drawings as continuous through all section drawings of the enclosure. The air barrier materials and components of each assembly must be clearly identified and labeled as "Air barrier" on construction documents, and detailed at all penetrations, joints, and transitions. The pressure boundary of the air barrier system(s) and the zone(s) to be tested must also be shown on the drawings.
 - f. The air barrier material of each assembly must be joined and sealed to the air barrier material of adjacent assemblies with sufficient flexibility to allow for the relative differential movement and with sufficient strength to resist expected peak air pressure differences.
 - g. Penetrations of the air barrier system must be sealed to the air barrier system in an airtight manner. These penetrations include, but are not limited to: lighting fixtures, wiring, conduit, gas lines, cable services, windows, doors, ducts, fire protection standpipe connections, and plumbing pipes.
 - h. The air barrier system (and all materials and components comprising it) must last the anticipated service life of the enclosure or allow for easy maintenance, repair, and/or replacement.
 - i. Where required in the IBC, elevator hoist ways shall be provided with a means for venting smoke to the outside air in case of fire. Vents shall be permitted to open automatically upon detection of smoke in the elevator lobbies or hoist way, upon power failure, or upon activation of a manual override control.
 - j. Parking garages (attached to or under buildings), other structures connected to the building, including those connected via tunnels, walkways, service conduits, etc., and any storage with contents that can negatively affect indoor air quality must be separated from all other conditioned spaces by an air barrier system. Access to such spaces must be provided by doors in air-tight vestibules or airtight hatches at building access points.
 - k. Boiler rooms not using sealed combustion equipment must be separated from the rest of the building space by an air barrier system and provided with make-up air for combustion.
 - l. Additional equipment and other items required for testing the building's air-tightness are to be included in the design and construction documents for installation by the contractor as specified. This may include: indoor-to-outdoor pressure taps at various locations across the air barrier system, air flow and pressure measuring stations in air conveyance and handling systems, and tight-sealing dampers on all ducts carrying air across the air barrier.
 - m. Air/Moisture Barrier Testing: The specifications shall include provisions for air and moisture testing.
6. Roof Systems; A/E shall begin addressing roof enclosure system details as necessary early in the Design Development phase.
- a. Roofing design must follow the recommendations of the National Roofing Contractors Association as contained in NRCA publication, NRCA Roofing and Waterproofing Manual. The design of metal flashing, trim, and roofing must follow the recommendations of the Sheet Metal and Air Conditioning Contractors' National Association publication-Architectural Sheet Metal Manual. In addition, all roof assemblies and rooftop structures must meet the requirements of the International Building Code (IBC).
 - i. Whenever possible the City prefers to upgrade to roofing materials and details that will achieve the City standard of a 30 year manufacturer warranty regardless of roofing system type (asphalt, EPDM, etc.)
 - ii. Whenever possible the City prefers to have a minimum roof insulation value of R-50. Where rigid insulation is used layers shall be staggered to reduce thermal breaks.
 - b. Access to the Roof: Provide a permanent interior stair to permit access to roof-mounted equipment. In addition provide permanent access to all roof levels to facilitate reoccurring inspections and maintenance.
 - c. Edge Protection: Flat roofs designed for access must include a parapet or perimeter railing at least 42 inches in height. Where parapets and railings are not feasible, personal fall protection anchorage points must be provided. Equipment should be located away from roof edges and oriented with access panel's inboard of the roof edge.
 - d. Roof Mounted Equipment: Must be kept to a minimum and must be housed in penthouses or screened by walls. Penthouses and screen walls should be integrated into the building design and constructed of materials used elsewhere in the building exterior. Some roof-mounted equipment, such as antennae, lightning rods, flagpoles, etc., do not need to be screened, but these elements

- must be integrated into the building design. Roof-mounted equipment should be elevated as recommended in the NRCA Roofing and Waterproofing Manual and set back from the roof edge to minimize visibility. Critical roof-mounted equipment should be installed in such a way to permit roof system replacement or maintenance without disruption of equipment performance.
- e. When installing roof top photovoltaic systems, consult with City Engineering, local building, and fire code officials for additional access and safety requirements.
 - f. Provide walkways on the roof along routes to/from and around equipment for maintenance. No building element may be supported by the roofing system except walkways.
 - g. Penetrations through the roof to support equipment are extremely vulnerable to leaks. Flashing details must be studied for appropriate continuation of the waterproof barrier. Do not use pitch pockets as part of the roof design.
 - h. Exterior Soffits: Design exterior soffits to resist displacement and rupture by wind uplift. Design soffits for access to void space where operating equipment is located or maintenance must be performed. Soffits can be considered totally exposed to weather and should therefore be designed to be moisture resistant. Provide expansion and contraction control joints at the edges and within the soffit. Spacing and configuration of control joints should be in accordance with the recommendations of the manufacturer of the soffit material. Operating equipment or distribution systems that may be affected by weather should not be located inside soffits. Where it is necessary to insulate the floors over soffits, the insulation should be attached to the underside of the floor construction so that the soffit void may be ventilated to prevent condensation.
 - i. Rooftop Gardens and Landscaped Roof: The A/E shall explore the option of an “extensive” – sedum in tray style - green roof. If a green roof is pursued a fully adhered ballasted perimeter buffer shall be included. If the green roof option is pursued the EPDM roof may be black. Vegetated roof, rooftop gardens, and landscaped roofs must also be installed and maintained in accordance with the requirements in the ICC, International Fire Code (IFC).
7. 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

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 08 specifications and design standards as follows:
 1. ADA Compliant Door Actuators; whenever possible the A/E shall specify full-length, 36 inch high-low actuators as manufactured by BEA, Inc., model number LPR36.
 - a. Finishes shall be consistent with other related project finishes.
 - b. Mounting locations shall be easily accessible and not within the outward swing radius of any door.
- D. The A/E shall provide in the construction drawings all of the following on the same sheet whenever possible:
 1. Door and window schematics clearly labeled and identified with a non-duplicated reference number keyed back to the door and window schedule. Schematics shall show all types and/or annotate modifications to types as needed.
 2. Door and window schedules indicating the identification number, rough opening, type, hardware sets by component, finishes, associated details, and any special requirements.
 3. 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.)
- E. Exterior Doors:
 1. Vestibules are desired to control air infiltration. All door assemblies installed in the means of egress must meet the requirements of the relevant building code.
 2. Entrance doors may be aluminum and/or glass of heavy duty construction.
 - a. Aluminum frames and glazing shall be used at all public entrances
 - b. Aluminum frames must have thermal breaks.

3. Hollow Metal doors and frames must meet the requirements of SDI Grade III with a G-90 galvanic zinc coating. HM entrance doors and frames will be used at service entrances, mechanical rooms and other related back of house locations.
- F. Interior Doors: 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.
- G. Exterior Windows:
 1. Aluminum windows must meet the requirements of ANSI/AAMA Standard 101-85.
 - a. The City prefers Kawneer 451 UT, AA 250, AA 425 (Glazing U=0.19; SHGC=0.26; VT=0.6) or equal.
 - b. Only optimal performance classes may be used.
 - c. Aluminum frames must have thermal breaks.
 2. Metal windows other than aluminum must meet the requirements and standards of the following:
 - a. National Association of Architectural Metal Manufacturers
 - b. Steel Window Institute
 - c. Restoration or Preservation of historic steel windows must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties and National Park Service Preservation Brief 13: The Repair and Thermal Upgrading of Historic Steel Windows.
 3. Window mullions, where applicable, should be located on the floor-planning grid to permit the abutment of interior partitions.
- H. Interior Windows
 1. Interior windows may be used when programming space dictates for space separation such as observation, borrowing light, etc.
 2. 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.
- I. Skylights and Sloped Glazing: Skylight design (when used) must follow the guidelines of AAMA Standard 1600. For the design of sloped glazing, two AAMA publications are available: Glass Design for Sloped Glazing and Structural Design Guidelines for Aluminum Framed Skylights.
 1. Skylights and sloped glazing should use low emissivity glass. Placement should be calculated to prevent glare or overheating in the building interior. Condensation gutters and a path for the condensation away from the framing shall be included in the design details of the skylight system.
 2. Consideration must be given to cleaning of all sloped glazing and skylights, including access and equipment required for both exterior and interior faces.
 3. Skylights must be guarded for fall protection or meet OSHA structural requirements.
- J. Window Cleaning: The facility must have provisions for cleaning the interior and exterior surfaces of all windows, skylights, and other glazed openings. The A/E shall demonstrate that cleaning and maintenance of interior glazing surfaces can be achieved without extraordinary means and methods. Information on window cleaning shall be included with the architect design narratives for each phase.
- K. Overhead Doors
 1. 2", insulated, heavy duty, sectional steel door similar to Overhead Door Thermacore series 592.
 2. R-17.5 minimum (U-value of .057).
 3. Max air infiltration at 25 mph of 0.08 cfm/ft².
 4. Sound Transmission Class 26
 5. Glazing in doors to be insulated glass or polycarbonate. Glazing properties similar to other glazing for project.
 6. Torsion spring operators, 10,000 cycle springs.
 7. Roll-up doors can be considered in specific applications.

DIVISION 09 – Finishes

- A. 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.
 1. 09 64 00 Engineered Flooring
 2. 09 68 13 Carpet Tile
 3. 09 83 16 Acoustical Plaster Ceilings
 4. 09 90 00 Painting and coatings

5. 09 91 23 Interior Paint

- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. 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.
- D. 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.
 - 1. 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.
 - 2. Durability describes composition/content, thickness, hardness, strength, wear resistance, load limit, and water absorption.
 - 3. Maintenance addresses wear layer/sealer, barrier/backing, "clean-ability", stain resistance, microbial resistance, and mold/mildew resistance.
 - 4. Service life is described in terms of the length of warranty available.
 - 5. Environmental addresses recycled content, renewable resources, local materials, and VOC emissions.
- E. The City is requiring the A/E to incorporate the following standards into the A/E Division 09 specifications and design standards as follows:
 - 1. The A/E shall provide in the construction drawings all of the following, on the same sheet whenever possible:
 - a. A complete list of all finishes by component (tile, paint, acoustical tile, etc.).
 - b. 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.
 - i. Complete product specifications and allowable alternates shall be listed in the finishes specifications.
 - c. A complete finish schedule by room indicating the finish type for each wall, ceiling, floor, base, trim, etc.
 - i. The complete finish schedule shall be located in the architectural drawing set only.
 - ii. The use of keyed finish references on the floor plan and/or graphic symbolization will not be permitted.
 - iii. 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.
 - iv. 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; 2x2 carpet tile or plank style, 100% solution dyed nylon, tufted/textured loop, 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, types, and locations as selected by project
 - d. Vinyl Wall Coverings; colors and locations as selected by project. Vinyl wall coverings are not permitted on exterior walls.
 - e. Shower stalls:
 - v. Walls shall be Corian or other City approved solid surface material colors as selected by project
 - vi. Base shall be one piece, molded terrazzo or other solid surface, material colors as selected by project
 - f. 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 $NRC \geq 0.95$; Open Plan $CAC = N/A$; Closed Plan $NRC \geq 0.70$; Closed Plan = ≥ 35 .

3. Acoustics, Noise Isolation, and Speech Privacy

- a. The standards in this section establish adequate acoustic qualities that can be achieved through standard design practices by the A/E without the use of an Acoustic Design professional. Post-construction commissioning will confirm that the acoustical standards have been met.
- b. General Criteria for Building Spaces
 - i. 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.
 - a) 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 (closed-office) meeting spaces.
 - b) 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. 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.
 - iii. 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.
 - iv. 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.
 - v. 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:
 - vi. Absorptive materials are required in speech-sensitive spaces to control reverberation and echoes.
 - a) NIC 53 (teleconference room): Double stud wall, two layers of gypsum board on each side, batt insulation in the stud cavities. Full height (slab to slab).
 - b) NIC 48 (meeting rooms, training facilities): Staggered stud wall, two layers of gypsum board on each side, batt insulation in the stud cavity. Full height (slab to slab).
 - c) NIC 45 (private offices, confidential speech privacy): Single stud wall, two layers of gypsum board each side, batt insulation in the stud cavity. Full height (slab to slab) or 6 inches above a hung gypsum board ceiling.
 - d) NIC 40 (private offices, normal speech privacy): Single stud wall, two layers of gypsum board one side, one layer of gypsum board the other side, batt insulation in stud cavity. Slab to slab (preferred); minimum 6 inches above acoustical tile ceiling (minimum CAC 44).
 - e) NIC 35 (private offices, normal speech privacy, sound masking): Single stud wall, single layer gypsum board each side, batt insulation in stud cavity. Minimum 6 inches above acoustical tile ceiling (minimum CAC 44).
 - f) NIC 31 (private offices, normal speech privacy, low voice level, miscellaneous other spaces): Single stud wall, single layer of gypsum board each side, batt insulation in the stud cavity. Terminates at underside of acoustical tile ceiling (minimum CAC 35).
 - vii. See Divisions 22, 23, and 26 for additional noise isolation requirements of MEP related equipment and piping.

DIVISION 10 – Specialties

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The A/E shall work with City Staff for any specialty equipment that may be needed for the project.
Advise on the requirements for comfort changing stations in public restrooms.
Advise on the requirements for lactation rooms.
- D. The City is requiring the A/E to incorporate the following standards into the A/E Division 10 specifications and design standards as follows:
 - 1. Signage:
 - a. General Signage:
 - i. The A/E shall be responsible for designing a clear and coordinated system of interior and exterior 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 facility. Signage details and specifications shall be included in the construction documents bid package.
 - ii. A well-designed site shall use as few signs as possible. Signs should make the site way-finding clear to the first-time user by identifying multiple site entrances, parking, and the main building entrance.
 - iii. Any use of the Official City Logo or City Division Logo shall be sized and located as per City Administrative Procedure (APM) 3-18.
 - iv. Follow all ADA guideline specifics for parameters of design, including location, size, color, tactile qualities, and graphic symbols.
 - b. Building Identification Signage: Design building identification signage that complies with City of Madison Ordinances and has been reviewed/approved by the Urban Design Commission (UDC).
 - i. Building Identification Signage shall include but not be limited to free standing monument signs, signage fastened to the building, badging/division logos fastened to the building, etched into building features (stone, glazing), and graphics visible through windows.
 - ii. Signage font characteristics and wording shall match existing examples where applicable.
 - iii. Provide appropriate plans and details in the construction documents and coordinate additional trade requirements as needed.
 - iv. Monumental Signage shall be designed as needed on a project by project basis. Design shall include all required foundations, electrical, lighting controls, and other elements necessary for the sign to fully function as intended.
 - c. Traffic Signage and Traffic Marking:
 - i. Traffic related signage shall comply with City of Madison Ordinances and DOT regulations regarding font, colors, mounting heights, dimensions and other related requirements.
 - ii. Graphics painted on parking lot surfaces shall comply with City of Madison Ordinances and DOT regulations. All striping and symbology shall be high visibility traffic yellow.
 - d. Exterior Way-Finding Signage: Graphics and style of site way-finding signage should be consistent with signage used inside the building.
 - i. Signage placement can be an important detail element of the building design whether prominently displayed and tooled into the exterior building wall materials or as a freestanding component near the entrance to the facility.
 - ii. Customized Exterior Signage shall have full typical details provided with the architectural details in the construction drawings.
 - e. Interior Way-Finding Signage: 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 provided with the architectural details in the construction drawings.
 - 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.
 - f. Specialty Signage
 - i. MFD stairway signage; Madison Fire Department has done some standardization on signage and way finding in emergency exit stairways. Signage includes but is not limited to luminescent

- signs on all landings indicating floor and door location, luminescent stair nosing strips, and luminescent hand rail strips. Verify requirements with MFD during design.
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. 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: The City preferred wall protection is; 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.
 - i. Wall protection shall be used on all soft wall (drywall) areas as needed where high traffic or equipment belts (Police corridors) are common.
 - ii. Wall protection plates shall be used around security door scanning devices.
 4. Toilet Compartments and Accessories: Coordinate size of compartments with owner supplied accessories noted below.
 - a. A/E shall be responsible for determining and detailing all lateral bracing of toilet compartment support structures as needed.
 - b. Toilet Room Accessories: The A/E shall verify with City Staff all toilet room accessories including but not limited to paper dispensers, soap dispensers, and waste receptacles. Provide plan and interior elevation details indicating correct placement regardless of who is supplying/installing the accessory.
 - i. Standards vary from department to department as to who will provide accessories, install the accessories, and what manufacturer/model will be specified.
 - ii. Baby Changing Station; Public Restrooms only; Koala Kare, KB110-SSRE, provide backer board, indicate backer board in architectural design plans and interior toilet room elevations, do not interfere with ADA accessibility requirements
 - iii. Child Protection Seat; Public Restrooms only; Koala Kare, KB102, provide backer board, indicate backer board in architectural design plans and interior toilet room elevations, mount in ADA stall but do not interfere with ADA accessibility requirements, provide stall door with part 795 door label.
 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.

DIVISION 11 – Equipment

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The A/E shall work with City Staff for any specialty equipment that may be needed for the project.
- D. The City is requiring the A/E to incorporate the following standards into the A/E Division 11 specifications and design standards as follows:
 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 (AV), Data, Security, and other related equipment on the Technology floor plans for design coordination with other trades.
 - a. Coordinate with the City as to which items will be provided by the contract or by the owner.
 - b. All required rough-ins shall be part of the contract.
 - c. See Divisions 27 and 28 for additional information.
 3. The A/E shall verify all on site custodial equipment needs and provide custodial closets of sufficient size and amenities for storing equipment and supplies. Storage requirements shall include specialty

- equipment that may be required for cleaning specified finish materials. I.E. a “Taski” floor cleaning machine needs storage space for its footprint with power charging capabilities.
4. The A/E shall be responsible for locating and coordinating other equipment needs on a project by project basis.

DIVISION 12 – Furnishings

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 12 specifications and design standards as follows:
 1. Furniture Plans and Equipment Layouts:
 - a. The A/E shall provide preliminary furniture plans indicating locations of cubicles, desks, conference room tables, and equipment such as printers, copiers, plotters, etc.
 - b. The preliminary furniture plans shall be provided to all sub consultants to properly locate outlets, data ports, path of egress, exit lighting, and other mechanically related items.
 - i. Sub consultants shall show furniture/cubicle locations on their plan sheets as needed to ensure the sub-contractors are aware of critical placements during rough-in.
 - c. The preliminary furniture plans shall be included in the architectural construction documents for the general contractor’s reference of furnishing locations.
 - d. 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. Art: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
 4. Window Treatments: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
 5. Casework: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
 6. Task Lighting: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
 - a. 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.
 - b. Portable task lighting shall be by owner.
 - c. Walk-off Mats: Requirements shall be determined with City Staff during the Pre-design phase and incorporated into the plan set as the design progresses.
 - i. Recessed Grate Type mats are preferred on new installations. Mats shall be removable for cleaning and maintaining the pan, metals shall be non-corrosive.
 - ii. Roll type, portable entrance mats shall be used when recessed matting is not practical. Appropriately locate mats of differing materials for cleaning dirt and wiping moisture.
 7. General Office Furnishings: The A/E shall use the following City standard office furnishings for designing furnishing and equipment layouts as noted above. These standards shall be reviewed with City Staff prior to preparing furniture layouts.
 - a. Office and cubicle workspace configurations shall comply with City standard designs provided in Appendix A.
 - i. Systems Furniture; Allsteel; typical 6x7 workstations; 50” tackable fabric (Tempest, Full Stream) panel, 15” frosted glass stacker. Flint finish, Fossil Trim.
 - a) A/E shall note that workstations are typically 6x7. Other sizes and configurations may be used based on needs of various staff members. A/E and the City shall identify those needs during the Pre-design phase and incorporate them into the design process.
 - ii. Desking; Allsteel metal desk components including sit-to-stand component. Flint finish, Silver Mesh laminate tops.
 - iii. Storage; Allsteel metal storage components (storage cabinets, bookcases,, mobile pedestal files, personal lockers, etc.). Flint finish, standard bevel pulls.
 - iv. Desk Chairs; the City has many standard chairs to select from including the following:

- a) Herman Miller-Mirra, Frame Graphite, Armpad: Black, Back Finish: Graphite, Seat Material: Graphite AireWeave
- b) Allsteel-Lyric
- c) Haworth-Very desk
- v. Conference Room and Office Side Chairs; the City has many standard chairs to select from including the following:
 - a) Herman Miller-Caper, Molded plastic or Flexnet Seats (depending on use), Seat Color: Black, Frame: Black, Casters or glides depending on flooring material selections.
 - b) Haworth-Very side chairs and stacking chairs. Frame finish and shell color to be selected on a project by project basis. Casters or glides depending on flooring material selections.
 - c) Conference Room Tables; Herman Miller Everywhere
 - d) Training Room Tables; Herman Miller Everywhere Flip-top
- b. Other Furnishings shall be addressed by the A/E and City Staff on a project by project basis.

DIVISION 13 – Special Construction

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.

DIVISION 14 – Conveying Equipment

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.

DIVISION 21 – Fire Suppression

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 21 specifications and design standards as follows:
- D. 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.
 - 1. 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.
- E. 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.
- F. 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.
- G. 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:
 - 1. 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).
 - 2. Calculations for: egress, water supply, smoke control (fire dynamics) and timed egress, audibility for fire alarm system.
 - 3. 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

- A. The City currently does not have any specifications for this Division of Work.
- B. The A/E is responsible for writing any specifications related to this Division of Work.

- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 22 specifications and design standards as follows:
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. Coordinate locations of plumbing equipment, piping, etc., in each design phase, using REVIT, with other disciplines. Report all conflicts and potential corrective actions to the A/E design team.
 - a. A/E is responsible for resolving all conflicts of architectural, structural, mechanical, electrical, plumbing, fire protection, and technology.
 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 and edges shall be rounded to allow drainage off the slab.
 5. The City of Madison, <Engineering Maintenance> has standardized on the following fixtures, equipment, and trim. THIS INFORMATION WILL BE UPDATED WITH PARKS MAINTENANCE SELECTIONS. Only the manufacturer and model information provided below shall be specified for this project.
 - a. Fixture Types: Zurn, Chicago Faucet
 - i. Water Closet, flushometer valve type:
 - a) Water closets must be either dual-flush or low-flow type, manually controlled
 - b) Single flush, maximum flush volume when determined in accordance with ASME A112.19.2– (1.28 gal)
 - c) Dual-flush, effective flush volume determined in accordance with ASME A112.19.14 and USEPA WaterSense Tank-Type High Efficiency Toilet Specification – (1.28 gal)
 - ii. Water Closet, Tank-Type, High Efficiency Toilets (HET); Tank-type water closets must comply with the performance criteria of the U.S. EPA WaterSense Tank-Type High-Efficiency Toilet Specification.
 - iii. High Efficiency Urinals (HEU); Urinals must be low-flow, flush-type fixtures. Maximum flush volume when determined in accordance with ASME A112.19.2 – 0.5 L (0.125 gal)
 - iv. Private Lavatory Faucets:
 - a) Manual control
 - b) Meter or on/off sensor control will be considered based on space type and use of fixture; Maximum water use — 1.0 L (0.25 gal) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.; Maximum flow rate: 0.5 gpm.
 - v. Public Lavatory Faucets:
 - a) Use metered or on/off sensor type faucets for lavatories.
 - b) If using sensors, preference is hard wired.
 - c) If using batteries, consider solar charged batteries for sensors.
 - d) Depending on the building and the lavatory use, meter or sensor type may be more appropriate.
 - e) Maximum water use — 1.0 L (0.25 gal) per metering cycle when tested in accordance with ASME A112.18.1/CSA B125.1.
 - f) Maximum flow rate: 0.5 gpm
 - vi. Other sinks: Manual, metered or on/off sensor type faucets depending on application.
 - vii. Water Cooler: Elkay Electric Water Coolers; Verify ADA accessibility and bottle filler capability for each location required.
 - viii. Warm Air Dryer: Excel Dryer Inc. - XLERATOReco Hand Dryer.
 - a) Standard-speed, warm-air hand dryer.
 - b) Surface mounted.
 - c) Electronic-sensor activated with timed power cut-off switch. Operation Time: 12 seconds.
 - d) Stainless steel, brushed finish.
 - e) Electrical Requirements: 110-120 V, 13 A, 425 Watts to 530 Watts.
 - ix. Water Softener: Capital Water Softener, Windsor Series or Hellenbrand High Efficiency Series

- x. Solar Hot Water Heating: Based on the anticipated building use and hot water loads, perform a life cycle cost analysis for the solar hot water system including first cost, utility cost savings, maintenance, replacement and utility cost escalation. If the analysis shows that the system is cost effective it shall be included in the project. Not less than 30 percent of the hot water demand must be met through the installation and use of solar hot water heaters. Both drainback and pressurized glycol systems should be considered.
 - xi. Emergency Plumbing Fixtures; Emergency eye wash and shower fixtures shall be as manufactured by Bradley. Combination units are acceptable when hazard dictates. Quantities and location to be determined during the design process with input from City Staff.
 - xii. Where plumbing fixtures are made of vitreous china only Kohler products shall be specified.
 - xiii. Provide specific models, options, and colors in plumbing schedules.
6. Plumbing Noise and Insulation: Ambient noise from plumbing equipment shall not exceed the noise criteria (NC) values described in Division 09 above.
- a. All wastewater and drain piping above slab on grade must be specified as cast iron.
 - b. All water, wastewater, and drain piping must be vibration-isolated from the structure, finishes, and other piping.
 - c. 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.
 - d. Pipe Insulation: All supply, wastewater, and drain piping shall be insulated for additional noise reduction.
 - i. Domestic water piping (both hot and cold) shall be insulated with closed cell insulation and jacketed where exposed or otherwise visible from occupied spaces.
7. Pipe Identification: All piping shall be identified as to content type (waste, vent, domestic hot, soft cold, etc.) and flow direction.
- a. The following minimum marking requirements shall be followed for all pipe types:
 - i. Minimum marking requirements is once per room with no ceiling for each pipe type preferably centered on the room.
 - ii. Where a room has exposed piping, with a ceiling, pipe identification shall be above and below the ceiling.
 - iii. Large rooms shall be marked as often as possible with distances not to exceed 50 feet apart.
 - iv. Where pipe alignments bend around large equipment and ducts pipes shall be marked on both sides.
 - v. Pipes entering or leaving equipment shall be marked within 5 feet of the equipment being served by the pipe.
8. Valve Identification Tags and Lists: All plumbing valves shall be brass tags fastened to the valve by chain or metal clip. Zip-ties are not an acceptable means of fastening tags.
- a. All plumbing valve tags shall carry a prefix of "P" or "PLBG" followed by consecutive numbering. Valve tags DO NOT need to have pipe type and size on the tag.
 - b. A complete plumbing valve list shall be provided in hard copy and wall mounted in plexi-glass frames in all mechanical rooms. An electronic copy of the valve list in PDF format shall also be provided to the owner. Valve lists shall provide all of the following information for each valve.
 - i. Valve Number (example: P-101 or PLBG-101)
 - ii. Valve size and type (example: 3/4 Ball)
 - iii. Type of piping (example: 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.
 - c. When the project is a remodeling of existing work:
 - i. The previous list shall be updated for valves taken out of service.
 - ii. New valves shall not reuse old numbers. Coordinate with the agency maintenance supervisor for numbering. Consider using a new numbering sequence (example; all new valves installed would be numbered in the 200's).
9. Trap seal primers are not acceptable. Trap primers can be considered if very accessible.

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

- A. 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.
23 83 00 Radiant Floor Heating System
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 23 specifications and design standards as follows:
 - 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. 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.
 - d. Thermal Comfort shall be based on ASHRAE 55.
 - e. Indoor Air quality: Ventilate to meet OSHA, code and ASHRAE requirements (whichever is higher).
 - 5. Coordinate locations of HVAC equipment, ductwork, piping, etc., in each design phase, using REVIT, with other disciplines. Report all conflicts and potential corrective actions to the A/E design team.
 - a. A/E is responsible for resolving all conflicts of architectural, structural, mechanical, electrical, plumbing, fire protection, and technology.
 - 6. 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 and edges shall be rounded to allow drainage off the slab.
 - 7. Unacceptable Design Practices: Obsolete or soon to be phased out technologies (example R22), electric heat.
 - 8. The City of Madison, **<Engineering Maintenance>**, has standardized on the following Operability and Maintainability requirements for the HVAC system regardless of the technology type selected. THIS INFORMATION WILL BE UPDATED WITH PARKS MAINTENANCE SELECTIONS.
 - 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.
9. The City of Madison, **<Engineering Maintenance>**, has standardized on the following HVAC Components depending on the technology type selected. THIS INFORMATION WILL BE UPDATED WITH PARKS MAINTENANCE SELECTIONS. 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
 - a) Heat and cool with single existing central plant where possible.
 - b) Multiple AHUs may be required by schedules or space constraints, but use central heating/cooling plant.
 - ii. Cooling:
 - a) Small systems DX system (variable speed compressors for modulation, variable speed condenser fan). Basis of Design is Carrier or Daikin/McQuay. Sizing is to include a peak reduction from energy recovery.
 - b) Large systems water-cooled or air-cooled chillers. Basis of Design is Carrier or Daikin/McQuay. Sizing is to include a peak reduction from energy recovery.
 - iii. Cooling/Ventilation:
 - a) For each air handling unit system (AHU), outside air (OA) and exhaust air (EA) is to be provided by a Dedicated Outdoor Air System (DOAS unit) with a total energy recovery wheel or HX.
 - b) Conditioned OA from DOAS unit is to be provided to the AHU.
 - c) Both the DOAS unit and AHU are to have DX or Cooling coils.
 - d) The AHU shall not have a heating coil.
 - e) All fans are to be direct drive and nominal speed of 1750 RPM.
 - f) An airside dry bulb economizer is to be included with the AHU.
 - iv. Heating:
 - a) AHU shall not have a heating coil.
 - b) Heating is to be provided by perimeter radiators and/or in-floor radiant heating.
 - v. Shop / Garage Ventilation:
 - a) ERV with hydronic heat preferable
 - b) Direct-fired MAU where ERV is not practical (example: dirty environment)
 - b. Alternatives to the BOD
 - i. The BOD system may be combined with a geothermal system when the appropriate site space is available for a quality design. (example: geothermal system as central boiler/chiller, no zone heat pumps)
 - a) When space is critical evaluate VRV system.
 - b) When sensible cooling load is high, evaluate radiant cooling.
 - c. Controls; Honeywell WEBs Building Automation System Utilize existing system and expand as needed, All equipment shall be controlled by BAS as to the maximum extent possible. Control sequences to include, at a minimum:
 - i. Static pressure reset based on damper position
 - ii. HVAC Occupancy sensors, in addition to lighting occupancy sensors
 - iii. Operable window sensors
 - iv. Discharge air temperature reset based on cooling demand
 - v. Boiler and Chiller (if applicable) supply temperature reset
 - vi. CO2-sensors for system ventilation reset and VAV control in critical zones (i.e. conference room)

- vii. Scheduling
 - viii. Lead/Lag switchover
 - d. Filtration:
 - i. MERV 8 for Air intake
 - ii. MERV 13 for re-circulated air of occupied spaces
 - iii. MERV 8 for re-circulated air of unoccupied spaces
 - e. Boilers: Condensing and modulating (down to 46,000 Btu/h), AERCO, Design for 90-140°F and dT of 30°F. Sizing is to include a peak reduction from energy recovery.
 - f. Actuators and Control Valves; Honeywell; Pressure-independent control valves in lieu of balancing valves.
 - g. Fans; Greenheck, Carnes
 - h. Pumps; B&G, Grundfos
 - i. Makeup Air Units; Modine, Greenheck
 - j. Unit Heaters; Modine; Sterling Gas-fired units
 - k. IT Equipment Cooling; cool with transient air from conditioned spaces when possible, recover excess heat when possible.
- 10. HVAC Mechanical Noise and Insulation: Ambient noise from HVAC equipment shall not exceed the noise criteria (NC) values described in Division 09 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.
 - e. Pipe Insulation: All HVAC piping shall be insulated. Closed cell insulation shall be used. Insulation shall be jacketed where exposed, exterior or otherwise visible from occupied spaces.
- 11. Pipe and Duct Identification: All piping and ductwork shall be identified as to content type (chiller supply, chiller return, air supply, air return, etc.) and flow direction.
 - a. The following minimum marking requirements shall be followed for all pipe and duct types:
 - i. Minimum marking requirements is once per room with no ceiling for each pipe type preferably centered on the room.
 - ii. Where a room has exposed piping and ductwork, with a ceiling, identification shall be above and below the ceiling.
 - iii. Large rooms shall be marked as often as possible with distances not to exceed 50 feet apart.
 - iv. Where pipe alignments bend around large equipment and ducts pipes shall be marked on both sides.
 - v. Pipes entering or leaving equipment shall be marked within 5 feet of the equipment being served by the pipe.
- 12. 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. Valve tags DO NOT need to have the pipe type and size on the tag.
 - b. A complete HVAC valve list shall be provided in hard copy and wall mounted in plexi-glass frames in all mechanical rooms. An electronic copy of the valve list in PDF format shall also be provided to the owner. Valve lists shall provide all of the following information for each valve.
 - i. Valve Number (example: H-101)
 - ii. Valve size and type (example: 3/4 Ball)
 - iii. Type of piping (example: 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 26 – Electrical

- A. 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.
26 31 00 Photovoltaic System Performance Requirements
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 26 specifications and design standards as follows:
 - 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:
 - a. Minimum Design Services include power distribution, electrical service, circuit design for all load types, lighting design (by Lighting Designer), equipment connection schedules, integration of renewable energy equipment, electric vehicle charging equipment and utility coordination.
 - b. The service entrance location for commercial electrical power must be determined concurrently with the development of conceptual design and space planning documents.
 - i. Standards for equipment furnished by utility companies must be incorporated into the concept design.
 - ii. Locations of transformers, vaults, meters, and other utility items must be coordinated with the architectural design to avoid conflicts with critical architectural features such as main entrances and must accommodate both equipment ventilation and equipment removal.
 - iii. All major electrical equipment must be located 5 feet above the 100-year flood plain.
 - 4. A detailed load study, including connected loads and anticipated maximum demand loads, as well as the estimated size of the largest motor, must be included in the initial contact with the local utility company to prepare its personnel for discussions relative to the required capacity of the new electrical service.
 - 5. When required the A/E shall work with City Staff to determine any emergency power generation requirements. This shall include but not be limited to required emergency loads/circuits; generator size, location, type; etc.
 - 6. When required the A/E shall work with City Staff to determine the use of Photovoltaic (PV) power where site and roof features make it feasible and cost effective.
 - 7. When required the A/E shall work with City Staff to determine the use of Electric Vehicle (EV) charging where site features make it feasible and cost effective.
 - 8. Coordinate locations of HVAC equipment, ductwork, piping, etc., in each design phase, using REVIT, with other disciplines. Report all conflicts and potential corrective actions to the A/E design team.
 - a. A/E is responsible for resolving all conflicts of architectural, structural, mechanical, electrical, plumbing, fire protection, and technology.
 - 9. 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 and edges shall be rounded to allow drainage off the slab.
 - 10. The City of Madison, **<Engineering Maintenance>**, has standardized on the following Electrical Power and Supply Components. THIS INFORMATION WILL BE UPDATED WITH PARKS MAINTENANCE SELECTIONS.
 - a. Electrical Panels; Shall be as manufactured by Square D or Siemens
 - i. Transient voltage surge suppression (TVSS) at main panel.
 - ii. All panels with at least 25% spare capacity for future expansion.
 - iii. Subpanels on each floor (multiple if required)
 - iv. Separate panels for high-usage areas (example: shops)
 - v. Separate panels for electric vehicle chargers.
 - b. Electrical Devices; Shall be as manufactured by Hubble or LeGrand
 - 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
 - c. Photovoltaic Collectors:
 - i. Panels; Shall be as manufactured by Solarworld, Heliene, or Sharp
 - ii. Inverters; Shall be as manufactured by Solaredge or Sunnyboy
 - iii. Racking; Shall be as manufactured by Schletter Windsafe or Solardock when mounted on a support structure or ballasted roof or Iron Ridge when mounted on piers.
 - a) S5 Clips shall be used when mounting directly to standing seam metal roofs.
 - d. Electric Vehicle Chargers:
 - i. Basis of design is Juice Box. 240 V, 40A
 - ii. Size breakers and wire for 50A (charger will operate > 1hr)
 - iii. Charger and wiring is OFOI. Infrastructure including panel, breakers and conduit is CFCI
11. The City of Madison, **<Engineering Maintenance>**, has standardized on the following Lighting Design and Component Requirements. THIS INFORMATION WILL BE UPDATED WITH PARKS MAINTENANCE SELECTIONS.
- 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 is required
 - c. Use 277v lighting when building has 480v service.
 - d. Switching and Sensors:
 - i. Switching for improved comfort, however no switches in corridors.
 - ii. 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.
 - 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.
 - viii. Outdoor lighting control by photocell (will consider central photocell and fixture integrated), motions sensor unless facility requires timed lighting.
 - e. Lighting Products:
 - i. Lighting products shall be standard available fixtures. Factory customization of “gangable” fixtures is not permitted.
 - ii. Outdoors; LED lighting as manufactured by Cree. Controlled by integrated motion and photosensor. Dark sky compliant.
 - iii. Indoors, General Illumination
 - a) Fluorescent 4’ lamps as manufactured by Lithonia, Daybrite; T8 with parallel-wired ballast as manufactured by GE UltraStart.
 - b) LED 2x2 Finelite HRP WAV and Finelite HP-4
 - c) LED spotlights w/Edison-base; 4100 K
 - d) LED task lights w/ motion sensor as manufactured by Phillips; 4100 K
 - e) LED down lights w/Edison base as manufactured by Capri for non-proprietary replacement and when not much light is needed; 4100 K
 - iv. LED EXIT signs as manufactured by Lithonia; 4100 K
 - v. Emergency lighting; Separate emergency lighting fixture as manufactured by Lithonia
 - a) Battery backup ballasts and drivers are not acceptable
 - b) Consider central inverter for new installations as manufactured by Lithonia or Myers

DIVISION 27 – Communications

- A. 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.
 - 1. 27 00 05 Communication Cabling
 - 2. 27 21 33 Wireless Access Points (WAP)

3. 27 32 43 Radio Communication Equipment
 4. 27 35 00 Call Management
 5. 27 41 23 Audio-Visual Accessories
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 27 specifications and design standards as follows:
1. 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. Exterior service of cable, fiber and other utility connections
 - b. Dedicated IT rooms, racks, and equipment
 - c. All interior data conduit, cabling, data ports including floor outlets if needed
 - d. Data cabling and connections for any equipment specified in other Divisions of Work
 - e. All audio/visual equipment including projectors, monitors, mounting devices and related installation materials
 - f. All items required for wireless connectivity as needed
 - g. All items for City Channel connectivity as needed
 - h. All items for security system connectivity as needed
 2. 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.
 3. Coordinate locations of all Technology equipment, cabling trays, conduit, etc., in each design phase, using REVIT, with other disciplines. Report all conflicts and potential corrective actions to the A/E design team.
 - a. A/E is responsible for resolving all conflicts of architectural, structural, mechanical, electrical, plumbing, fire protection, and technology.

DIVISION 28 – Electronic Safety and Security

- A. 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.
- 28 13 00 Access Control System (Keyscan)
- 28 20 00 Electronic Surveillance
- B. The A/E is responsible for writing any specifications related to this Division of Work.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 28 specifications and design standards as follows:
1. The A/E 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.
 - a. Past and current solutions include both
 - i. Architectural solutions such as "airport style" public bathrooms, open plans without hiding areas, physical barriers, proper staff locations, etc.
 - ii. Technological solutions such as access control, security cameras, glass break alerts, panic alarms, etc.
 2. 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.
 - i. Provide installation plans, details and schedules per specification 28 13 00. Assist with edits as needed in Part 3 – Execution.
 - ii. System hardware shall be installed in dedicated IT rooms with other related equipment.
 - iii. Doors and card reader/keypad locations shall be identified on all floor plans, electrical plans, technology plans, and door schedules as required.

- iv. Ensure required connectivity cabling does not exceed manufacturer maximums along the path of travel.
 - b. Electronic Surveillance Equipment; coordinate with City Staff (including Madison police, and IT Departments as needed) all requirements for electronic surveillance.
 - i. Provide floor plans, elevations, and other details as needed the locations for cameras and other surveillance equipment.
 - a) When necessary, architectural, electrical and other plans shall also show mounted equipment for clarity during construction.
 - ii. Provide equipment schedules as needed.
 - iii. Ensure required connectivity cabling does not exceed manufacturer maximums along the path of travel.
 - c. Electronic Security Equipment; coordinate with City Staff all requirements for additional electronic security equipment that may be needed for this project including but not limited to electronic security gates, body scanners, baggage scanners, etc.
 - i. Provide floor plans, elevations, and other details as needed the locations for cameras and other surveillance equipment.
 - a) When necessary, architectural, electrical and other plans shall also show mounted equipment for clarity during construction.
 - ii. Provide equipment schedules as needed.
 - iii. Ensure required connectivity cabling does not exceed manufacturer maximums along the path of travel.
- 3. Coordinate locations of all Technology equipment, cabling trays, conduit, etc., in each design phase, using REVIT, with other disciplines. Report all conflicts and potential corrective actions to the A/E design team.
 - a. A/E is responsible for resolving all conflicts of architectural, structural, mechanical, electrical, plumbing, fire protection, and technology.

DIVISION 31 – Earthwork

- A. The A/E (including the Civil and Landscape Architect sub-consultants) shall use the *The City of Madison Board of Public Works Standard Specifications* (BPWSS) for most common work results required for this division of work.
 - 1. The City of Madison Board of Public Works Standard Specifications are updated annually and can be found on line at <http://www.cityofmadison.com/business/pw/specs.cfm>.
 - 2. The A/E shall use BPWSS Standard Detail Drawings that may apply to this division of work.
 - a. Details may be downloaded off the website in PDF format.
 - b. Details shall be inserted into A/E drawing sheets and shall include all City title blocks, detail numbers and other related information.
 - c. City standard details shall not be edited.
 - d. Deviations of details shall be approved by the City Project Manager and other City Engineering staff on a case by case basis.
- B. The A/E is responsible for writing any specifications, in CSI format, related to this Division of Work. References to the BPWSS within the CSI format are permissible and shall include the BPWSS Part, Article, and Section number being referenced.

DIVISION 32 – Exterior Improvements

- A. The A/E (including the Civil and Landscape Architect sub-consultants) shall use the *The City of Madison Board of Public Works Standard Specifications* (BPWSS) for most common work results required for this division of work.
 - 1. The City of Madison Board of Public Works Standard Specifications are updated annually and can be found on line at <http://www.cityofmadison.com/business/pw/specs.cfm>.
 - 2. The A/E shall use BPWSS Standard Detail Drawings that may apply to this division of work.
 - a. Details may be downloaded off the website in PDF format.
 - b. Details shall be inserted into A/E drawing sheets and shall include all City title blocks, detail numbers and other related information.

- c. City standard details shall not be edited.
 - d. Deviations of details shall be approved by the City Project Manager and other City Engineering staff on a case by case basis.
- B. The A/E is responsible for writing any specifications, in CSI format, related to this Division of Work. References to the BPWSS within the CSI format are permissible and shall include the BPWSS Part, Article, and Section number being referenced.
- C. All proposed site design must meet baseline compliance with all applicable federal, state, and local regulation and/or guidance. This includes all elements of work performed under the scopes of the landscape architect, architect, civil engineer, and geotechnical engineer. The applicable regulations must be determined by the A/E and authority having jurisdiction.
- D. The A/E shall provide protection zone(s) on the drawings to define the area surrounding individual trees, groups of trees, shrubs, other vegetation or site features to be protected during construction. This shall include protection zone(s) for plantings outside the property boundaries. All protection zones shall conform to the BPWSS standards and details.
- E. The City is requiring the A/E to incorporate the following standards into the A/E Division 32 specifications and design standards as follows:
 - 1. Civil; the A/E shall prepare all civil plans and details required for the project with input from the City Design Staff and other City agencies as appropriate for the project.
 - 2. Pavements; the City shall specify the appropriate pavement type to be used in various portions of the project depending on the end use. This shall include asphalt paving, concrete paving, and permeable paving.
 - 3. Landscape; the A/E shall prepare all landscaping plans and details required for the project with input from the City Design Staff and other City agencies as appropriate for the project.
 - a. Prepare plans, details, and specifications for landscape design. Landscape shall consist of materials, systems, equipment, and furnishings for land forms, lawns, and plantings. Landscape design shall be based on program requirements, physical site characteristics, design objectives, and environmental determinants.
 - b. Detailed plans must be provided for those plants that will be impacted and/or removed from the site. For all new construction projects this includes identifying proposed new tree/plant locations and quantities. Plans and schedules shall follow all applicable ordinances for screening and other parking lot/site related requirements prior to first review. Project shall always exceed the minimum requirements.
 - 4. Storm Water Management; the A/E shall prepare all required storm water management plans, specifications and details. Coordinate types and designs with input from the City Design Staff and other City agencies as appropriate for the project. Coordinate required/compatible plantings for the storm water feature with the landscaping plans and planting schedule.
 - 5. At the end of the Design Development Phase – and the beginning of the Construction Document phase – the A/E shall be prepared to submit the City of Madison Parking Lot / Site Plan review.
 - a. All items required for this submission can be found on line at <https://www.cityofmadison.com/development-services-center/other-residential/parking-lot-site-plan>
 - b. The Parking Lot / Site Plan review is conducted by multiple agencies within the City of Madison for compliance with city ordinances.
 - i. After the initial review the A/E shall be responsible for correcting any plans, details, specifications, etc. per the published staff agency comments and resubmitting for final review.
 - ii. Final review must be approved by all staff agencies prior to the completion of the CD phase.

DIVISION 33 – Utilities

- A. The A/E (including all sub-consultants) shall use the *The City of Madison Board of Public Works Standard Specifications* (BPWSS) for most common work results required for this division of work.
 - 1. The City of Madison Board of Public Works Standard Specifications are updated annually and can be found on line at <http://www.cityofmadison.com/business/pw/specs.cfm>.
 - 2. The A/E shall use BPWSS Standard Detail Drawings that may apply to this division of work.
 - a. Details may be downloaded off the website in PDF format.
 - b. Details shall be inserted into A/E drawing sheets and shall include all City title blocks, detail numbers and other related information.

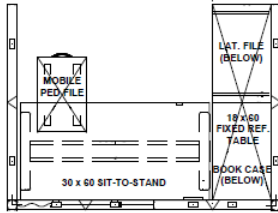
- c. City standard details shall not be edited.
 - d. Deviations of details shall be approved by the City Project Manager and other City Engineering staff on a case by case basis.
- B. The A/E is responsible for writing any specifications, in CSI format, related to this Division of Work. References to the BPWSS within the CSI format are permissible and shall include the BPWSS Part, Article, and Section number being referenced.
- C. The City is requiring the A/E to incorporate the following standards into the A/E Division 33 specifications and design standards as follows:
 - 1. This division of work shall apply to storm, sanitary, water and other Public Works Utilities (traffic signaling, street lighting, etc.).
 - 2. The A/E shall work with designated City Agencies for any city owned utility work and all private utility companies having utilities above or below the ground within the work limits of this project.
 - 3. Design and coordinate with City Agencies and private utility companies beginning in the Pre-design Phase for existing utilities that may be reused or rerouted and any new utilities that will be required for this project.
 - 4. Include utility installation, rate structure options, connection charges, area charges, and other related costs in all project cost estimates.


APPENDIX A – STANDARD WORKSTATION AND OFFICE LAYOUTS

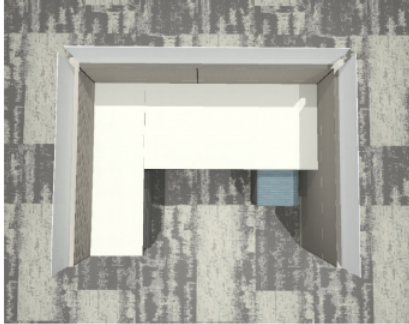
- A. The A/E shall incorporate the following standard workstation and office layouts for this project as noted in Division 12.

Layout size standards are based on specific job tasks and changing sizes of layouts or equipment shall be avoided. Other workstation options will be considered, based on job tasks, on a project by project basis. Full sized cut sheets are available as needed through the City Project Manager.

Standard 6x7 Cubicle Workstation







6.6X5A

- 50"H TACKABLE PANEL (35"H BASE W/ 15"H STACKER)
- 15"H FRAMELESS GLASS STACKER (TOTAL HT: 65"H)
- 60"W x 15"H TOOL RAIL TILE (TOOLS ORDERED SEPARATELY)
- 60"W x 30"D ELECTRIC HEIGHT ADJUSTABLE SURFACE
- 30"W x 18"D x 28"H - METAL LATERAL FILE WITH FRONT TO BACK FILING RAILS
- 15"W x 23"D x 22"H - METAL MOBILE BOX - FILE PEDESTAL WITH CUSHION TOP
- 30"W x 18"D x 28"H - METAL OPEN BOOKCASE
- WORKSURFACE CLAMPED POWER MODULE - 3 POWER

PANELS ALONG WINDOW WALLS ARE 35"H WITH A BOTTOM PERFORATED METAL TILE & NO FRAMELESS GLASS STACKER
PANELS ALONG ALL OTHER WALLS ARE 50"H WITH NO FRAMELESS GLASS STACKER



TYPICAL LAYOUTS FOR MANAGER & DIRECTOR OFFICES ARE FORTHCOMING.

END OF DOCUMENT



Office of City Engineering
City Engineering
Room 115, City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275

Exhibit C - Fee Proposal

for

Contract # 8947

OLIN BUILDING IMPROVEMENTS

DESIGN SERVICES		CONSULTANT	PRELIMINARY DESIGN		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING + CONTRACT		CONSTRUCTION ADMIN		WARRANTY		SUB-TOTAL		
			COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST PER HOUR
PROJECT BASIC SERVICES	ARCHITECTURE	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	INTERIOR	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	LANDSCAPE ARCHITECTURE	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	CIVIL	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	MECHANICAL	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	ELECTRICAL	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	PLUMBING	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	STRUCTURAL	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	FIRE PROTECTION	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	SIGNAGE	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	TECHNOLOGY	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	AUDIO VISUAL	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	COST ESTIMATION	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	ELEVATOR DESIGN	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	LEED / SUSTAINABILITY	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
SUB-TOTAL			\$15	15	\$15	15	\$15	15	\$15	15	\$15	15	\$15	15	\$15	15	\$105	105	\$1.00
PROJECT ADD SERVICES	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$1	1	\$7	7	\$1.00
SUB-TOTAL			\$7	7	\$7	7	\$7	7	\$7	7	\$7	7	\$7	7	\$7	7	\$49	49	\$1.00
TOTAL			\$22	22	\$22	22	\$22	22	\$22	22	\$22	22	\$22	22	\$22	22	\$154	154	\$1.00

NOTES	
1	INPUT FOR ALL GREEN CELLS IS REQUIRED BASED ON THE BASIC SERVICES THAT ARE IDENTIFIED IN EXHIBIT A: PROJECT SUMMARY, PROJECT GENERAL REQUIREMENTS, AND ANY POSTED ADDENDA PRIOR TO THE INTERVIEW.
2	INPUT FOR ALL YELLOW CELLS IS NOT REQUIRED. IF THE TEAM FEELS ADDITIONAL SERVICES WOULD BENEFIT THE PUBLIC INTEREST PLEASE INDICATE THEM WITHIN "PROJECT ADD SERVICES"
3	ALL WHITE AREAS ARE SELF TOTALING, A/E IS RESPONSIBLE FOR ENSURING ALL ROWS AND COLUMNS HAVE TOTALED PROPERLY. REPORT ANY ERRORS WITH THE FORM PRIOR TO THE DAY OF YOUR INTERVIEW.
4	
5	
6	
7	
8	
9	

Notes:

Provide a single hard copy of this proposal page in a separate sealed envelope with your RPF response packet. Refer to RFP instructions for additional information.

Ensure all items have been populated and your totals are correct both horizontally and vertically.

Please provide the point of contact information for this proposal. Your signature affirms that you will comply with the City of Madison Purchase of Services Contract (as written), Liability Insurance requirements, and Affirmative Action requirements provided in the original RFP.

Name

Firm

Phone

Email

Signature

Date



SOUTH ELEVATION showing west building and east building



SOUTH ELEVATION looking to the east



SOUTH ELEVATION main entrance



EAST ELEVATION



STAIR DETAIL on east elevation



NORTH ELEVATION looking to the west



NORTH ELEVATION looking to the east



NORTH ELEVATION where east building meets west building



LOWER LEVEL ENTRANCE and stairs to upper level



UPPER LEVEL ENTRANCE looking toward south parking lot



UPPER LEVEL ENTRANCE/RECEPTION looking north



UPPER LEVEL MEETING ROOM looking southwest



UPPER LEVEL BOARD ROOM looking north



UPPER LEVEL MEETING ROOM looking west



UPPER LEVEL HALLWAY looking west



LOWER LEVEL HALLWAY looking north



TYPICAL RESTROOM



TYPICAL RESTROOM



December 16, 2019

SCHEMATIC DESIGN MEETING

Wisconsin Medical Society Building

330 E Lakeside Street

Attendees:

- Jon Evans, Facility Engineer - City of Madison
- William McMahon, Facility Engineer - City of Madison
- Amy Scanlon, Facility Architect - City of Madison
- Michael Hein - HEIN Engineering Group

SCHEMATIC DESIGN ESTIMATED PROJECT COSTS

ESTIMATED PROJECT COSTS – OPTION 1	
	1955 Bldg (East)
	24,190 SF
DIVISION 21 - FIRE PROTECTION	
FP1 6" Fire Service to Bldg	\$ 20,000
FP2 Fire Suppression System - \$4/SF	\$ 97,000
TOTAL DIV 21 COSTS	\$ 117,000
DIVISION 22 - PLUMBING	
P1 Gas Service Modifications - 2# Gas, 2 Meters	\$ 9,000
P2 Gas Water Heater Replacement + RCP, Sealed Comb.	\$ 8,000
P3 Upgrade Sewage Ejector Pumps & Controls	\$ 7,000
P4 Upgrade Clear Water Sump Pumps & Controls	\$ 7,000
P5 Upgrade Elevator Sump Pump, Cut & Patch	\$ 4,000
P6 Upgrade and Replace Plumbing Fixtures	\$ 20,000
P7 Boiler Make-up Water - RP BFP	\$ 2,000
TOTAL DIV 22 COSTS	\$ 57,000
DIVISION 23 - HVAC	
H1 HVAC Demolition	\$ 42,000
H2 HVAC Equip - AHU, CU, Fans & Ref Lines	\$ 118,000
H3 Terminal Units - VAV Boxes & Ductwork	\$ 126,000
H4. Ductwork - AHU's	\$ 60,000
H5. Inlets & Outlets - Registers, Diffusers & Louvers	\$ 14,000
H6. Heating Plant - Boilers, Pumps & Hydronic Equip	\$ 90,000
H7. Hydronic Piping, Radiation Mod, Reheat Loop	\$ 60,000
H8. HVAC Controls - BAS, Sensors, Valves & Dampers	\$ 130,000
H9. HVAC TAB & Commissioning	\$ 12,000
TOTAL DIV 23 COSTS	\$ 652,000

DIVISION 26 - ELECTRICAL	
E1 Electrical Demolition	\$ 36,000
E2 Electrical Service - 1600A, 1200A CB, 800A CB + Ct's	\$ 42,000
E3 Electrical Feeders	\$ 24,000
E4. Electrical Devices - Recept & Switches	\$ 6,000
E5. Lighting Replacement - LED & Controls \$ 4/SF	\$ 96,000
E6. Emergency Egress & Exit Lights	\$ 12,000
E7. Exterior Site Lights & Parking Lts Upgrades	\$ 26,000
E8. Standby Generator 60KW, XFS and Panels	\$ 80,000
TOTAL DIV 26 COSTS	\$ 322,000
DIVISION 27 - COMMUNICATION	
C1 Data Cabling - \$ 200/drop	\$ 48,000
C2 Data Rack, Grounding, Cable Trays	\$ 8,000
C3 Cable Testing	\$ 2,000
C4 Split System AC 1-1/2 ton	\$ 5,000
C5 City Fiber Optic Cabling and Network Equip	\$ 50,000
TOTAL DIV 27 COSTS	\$ 113,000
DIVISION 28A - DOOR ACCESS	
DA1 Control Panels	\$ 5,000
DA2 16 Door Card Reader-Door Strike	\$ 16,000
DA3 Cabling and Raceways	\$ 4,000
TOTAL DIV 28A COSTS	\$ 25,000
DIVISION 28B - FIRE ALARM	
FA1 Fire Alarm System Remodel \$ 2.5/SF	\$ 60,000
FA2 Elevator Recall	\$ 3,000
FA3 AHU SD	\$ 2,000
TOTAL DIV 28B COSTS	\$ 65,000
DIVISION 1 thru 14 - GENERAL CONSTRUCTION	
G1 Equipment Pads, C&P walls, Floors & Roof	\$ 30,000
G2 Remove and Replace Ceiling Tile \$ 1.50/SF	\$ 36,000
G3 Remodel Board Rm Ceiling & Rm Dividers \$ 6/SF	\$ 12,000
G4. Cond, Gen & Trash Enclosure - Screen + Bollards	\$ 10,000
G5. Bldg Access Opening to Basement	\$ 20,000
G6. Elevator Upgrade and Replacement	\$ 80,000
TOTAL DIV 1 thru 14 COSTS	\$ 188,000
TOTAL CONSTRUCTION COSTS – OPTION 1	
10% DESIGN CONTINGENCY	\$ 154,000
8% CONTINGENCY	\$ 123,000
6% A/E FEES	\$ 92,000
INDIRECT PROJECT COSTS - APPROVAL FEES, ETC 1%	\$ 15,000
TOTAL PROJECT COSTS	\$ 1,920,000

PHASE 1 - SCENARIO ESTIMATED PROJECT COSTS

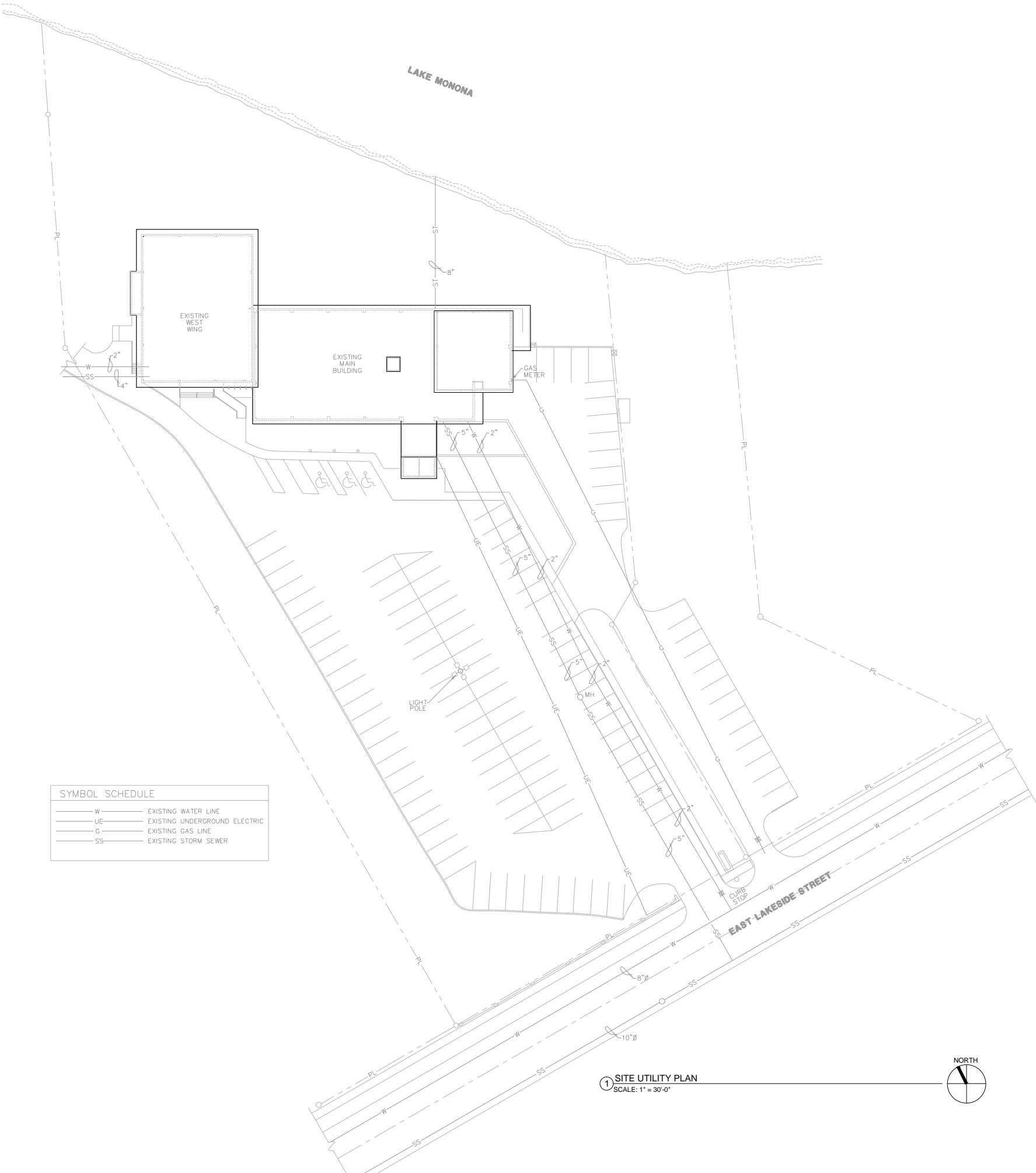
ESTIMATED PROJECT COSTS – OPTION 2	
	1955 Bldg (East)
	24,190 SF
DIVISION 21 - FIRE PROTECTION	
FP1 6" Fire Service to Bldg	\$ 20,000
FP2 Fire Suppression System - \$4/SF	\$ 97,000
TOTAL DIV 21 COSTS	\$ 117,000
DIVISION 22 - PLUMBING	
P1 Gas Service Modifications - 2# Gas, 2 Meters	\$ 9,000
P2 Gas Water Heater Replacement + RCP, Sealed Comb.	\$ 8,000
P3 Upgrade Sewage Ejector Pumps & Controls	omit
P4 Upgrade Clear Water Sump Pumps & Controls	omit
P5 Upgrade Elevator Sump Pump, Cut & Patch	omit
P6 Upgrade and Replace Plumbing Fixtures	omit
P7 Boiler Make-up Water - RP BFP	\$ 2,000
TOTAL DIV 22 COSTS	\$ 19,000
DIVISION 23 - HVAC	
H1 HVAC Demolition	\$ 42,000
H2 HVAC Equip - AHU, CU, Fans & Ref Lines	\$ 118,000
H3 Terminal Units - VAV Boxes & Ductwork	\$ 126,000
H4. Ductwork - AHU's	\$ 60,000
H5. Inlets & Outlets - Registers, Diffusers & Louvers	\$ 14,000
H6. Heating Plant - Boilers, Pumps & Hydronic Equip	\$ 90,000
H7. Hydronic Piping, Radiation Mod, Reheat Loop	\$ 60,000
H8. HVAC Controls - BAS, Sensors, Valves & Dampers	\$ 130,000
H9. HVAC TAB & Commissioning	\$ 12,000
TOTAL DIV 23 COSTS	\$ 652,000
DIVISION 26 - ELECTRICAL	
E1 Electrical Demolition	\$ 36,000
E2 Electrical Service - 1600A, 1200A CB, 800A CB + Ct's	\$ 42,000
E3 Electrical Feeders	\$ 24,000
E4. Electrical Devices - Recept & Switches	\$ 6,000
E5. Lighting Replacement - LED & Controls \$ 4/SF	\$ 96,000
E6. Emergency Egress & Exit Lights	\$ 12,000
E7. Exterior Site Lights & Parking Lts Upgrades	omit
E8. Standby Generator 60KW, XFS and Panels	omit
TOTAL DIV 26 COSTS	\$ 216,000

DIVISION 27 - COMMUNICATION	
C1 Data Cabling - \$ 200/drop	\$ 48,000
C2 Data Rack, Grounding, Cable Trays	\$ 8,000
C3 Cable Testing	\$ 2,000
C4 Split System AC 1-1/2 ton	\$ 5,000
C5 City Fiber Optic Cabling and Network Equip	\$ 50,000
TOTAL DIV 27 COSTS	\$ 113,000
DIVISION 28A - DOOR ACCESS	
DA1 Control Panels	\$ 5,000
DA2 16 Door Card Reader-Door Strike	\$ 16,000
DA3 Cabling and Raceways	\$ 4,000
TOTAL DIV 28A COSTS	\$ 25,000
DIVISION 28B - FIRE ALARM	
FA1 Fire Alarm System Remodel \$ 2.5/SF	\$ 60,000
FA2 Elevator Recall	\$ 3,000
FA3 AHU SD	\$ 2,000
TOTAL DIV 28B COSTS	\$ 65,000
DIVISION 1 thru 14 - GENERAL CONSTRUCTION	
G1 Equipment Pads, C&P walls, Floors & Roof	\$ 30,000
G2 Remove and Replace Ceiling Tile \$ 1.50/SF	\$ 36,000
G3 Remodel Board Rm Ceiling & Rm Dividers \$ 6/SF	\$ 12,000
G4. Cond, Gen & Trash Enclosure - Screen + Bollards	\$ 10,000
G5. Bldg Access Opening to Basement	\$ 20,000
G6. Elevator Upgrade and Replacement	omit
TOTAL DIV 1 thru 20 COSTS	\$ 108,000
TOTAL CONSTRUCTION COSTS – OPTION 2	\$ 1,315,000
10% DESIGN CONTINGENCY	\$ 132,000
8% CONTINGENCY	\$ 105,000
6% A/E FEES	\$ 79,000
INDIRECT PROJECT COSTS - APPROVAL FEES, ETC 1%	\$ 13,000
TOTAL PROJECT COSTS	\$ 1,644,000

* * *

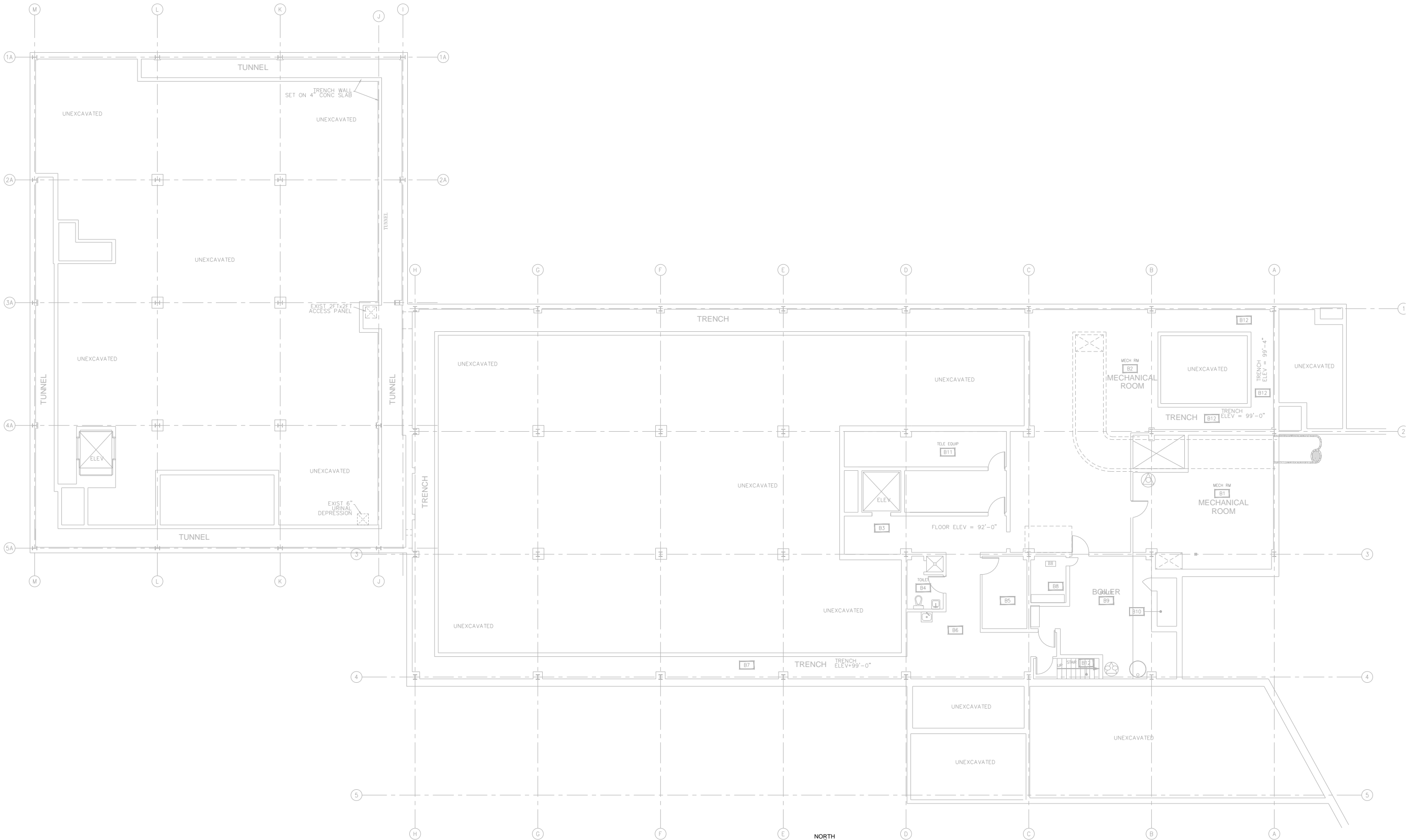
EXHIBIT F

SITE & BUILDING PLANS



ISSUANCES:	
-	2020

SITE UTILITY
PLAN



1 BASEMENT PLAN
1/8" = 1'-0"



City of Madison

Facilities and Sustainability Management
210 Martin Luther King Jr. Blvd. Rm 115



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WISCONSIN MEDICAL SOCIETY

330 EAST LAKESIDE STREET
MADISON, WISCONSIN

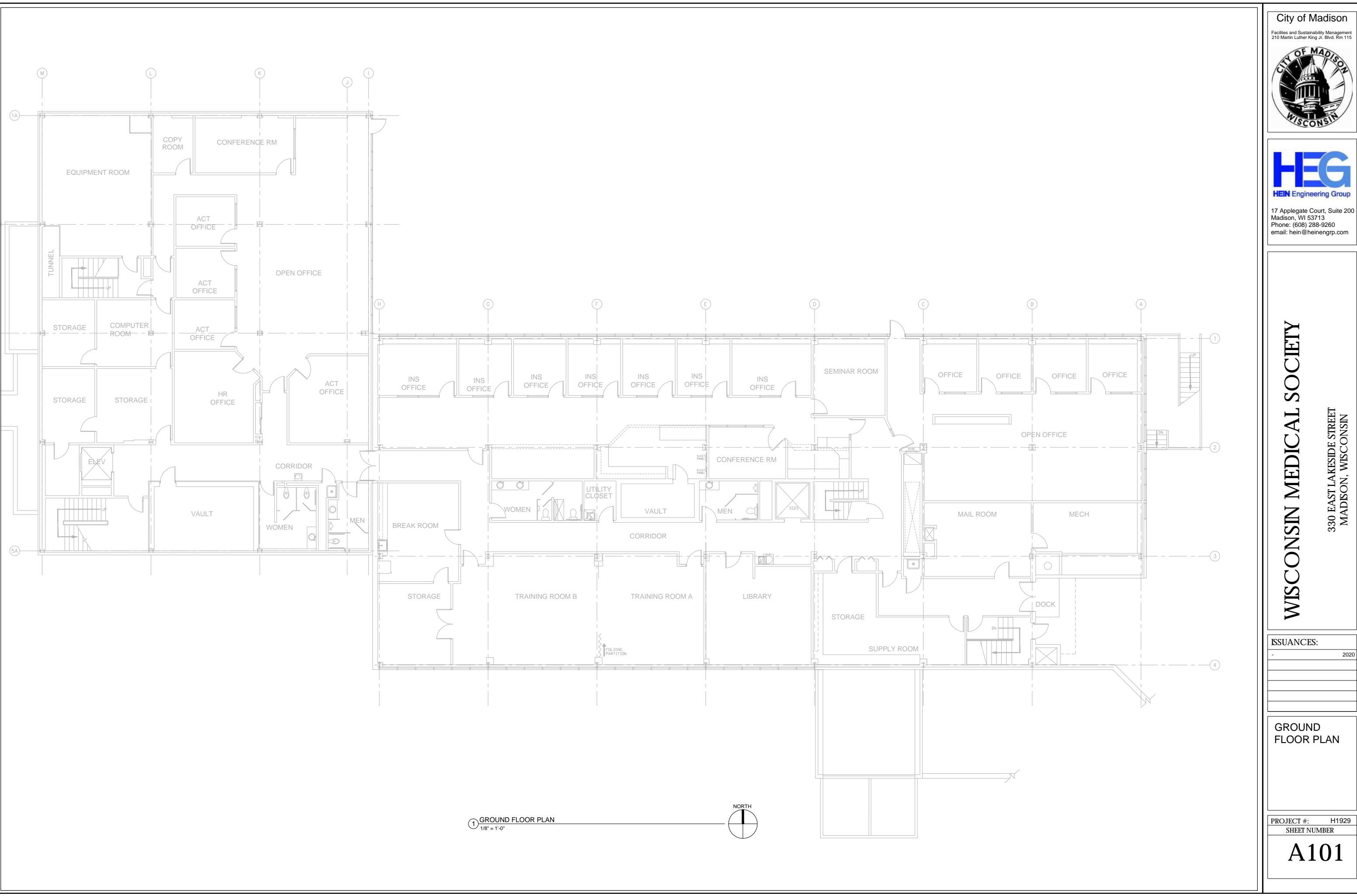
ISSUANCES:

1	2020

**BASEMENT
PLAN**

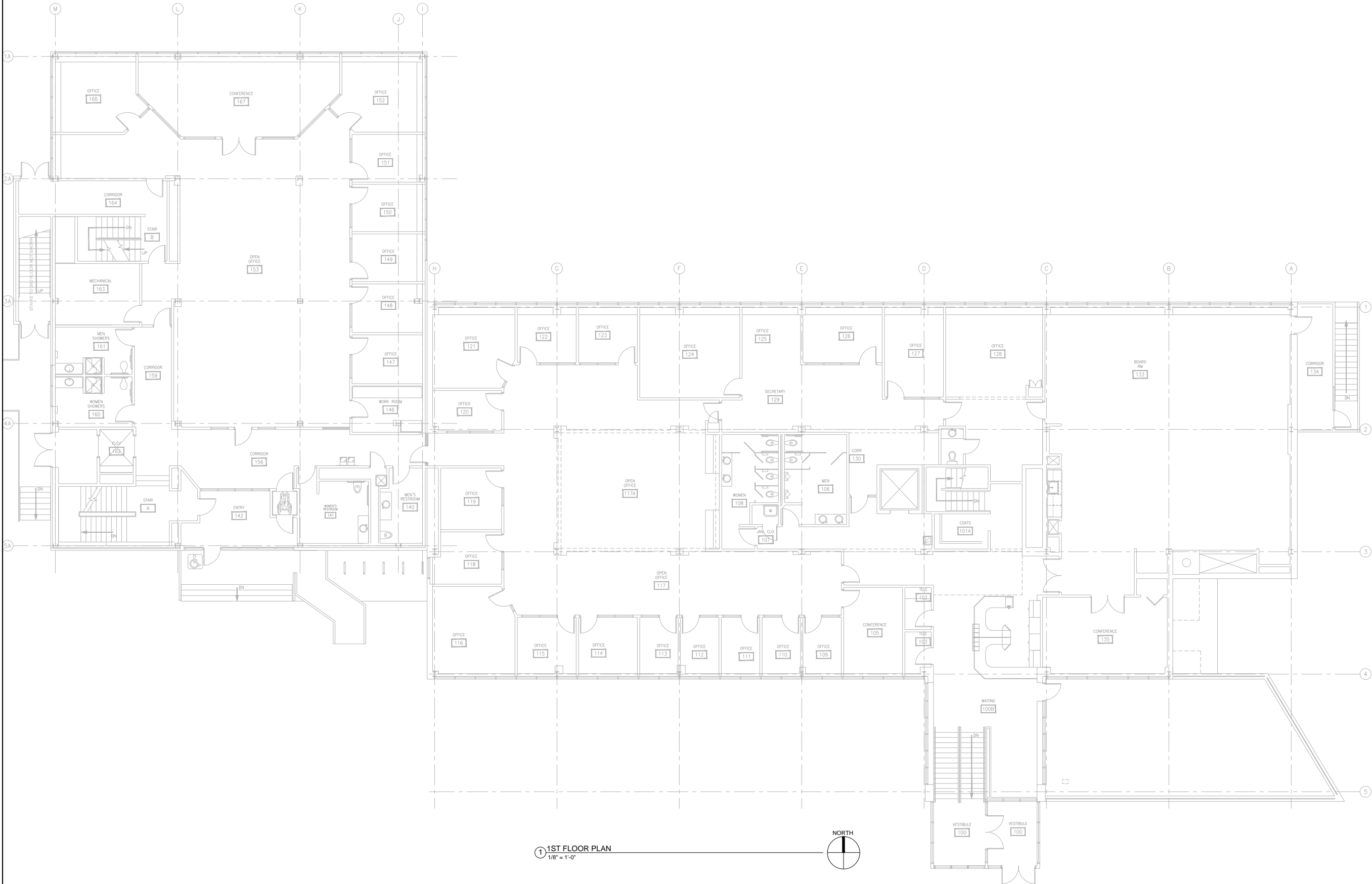
PROJECT #: H1929
SHEET NUMBER

A100



ISSUANCES:	
-	2020

GROUND FLOOR PLAN



1 1ST FLOOR PLAN
1/8" = 1'-0"



City of Madison

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210 Martin Luther King Jr. Blvd. Rm 115



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WISCONSIN MEDICAL SOCIETY

330 EAST LAKE SIDE STREET
MADISON, WISCONSIN

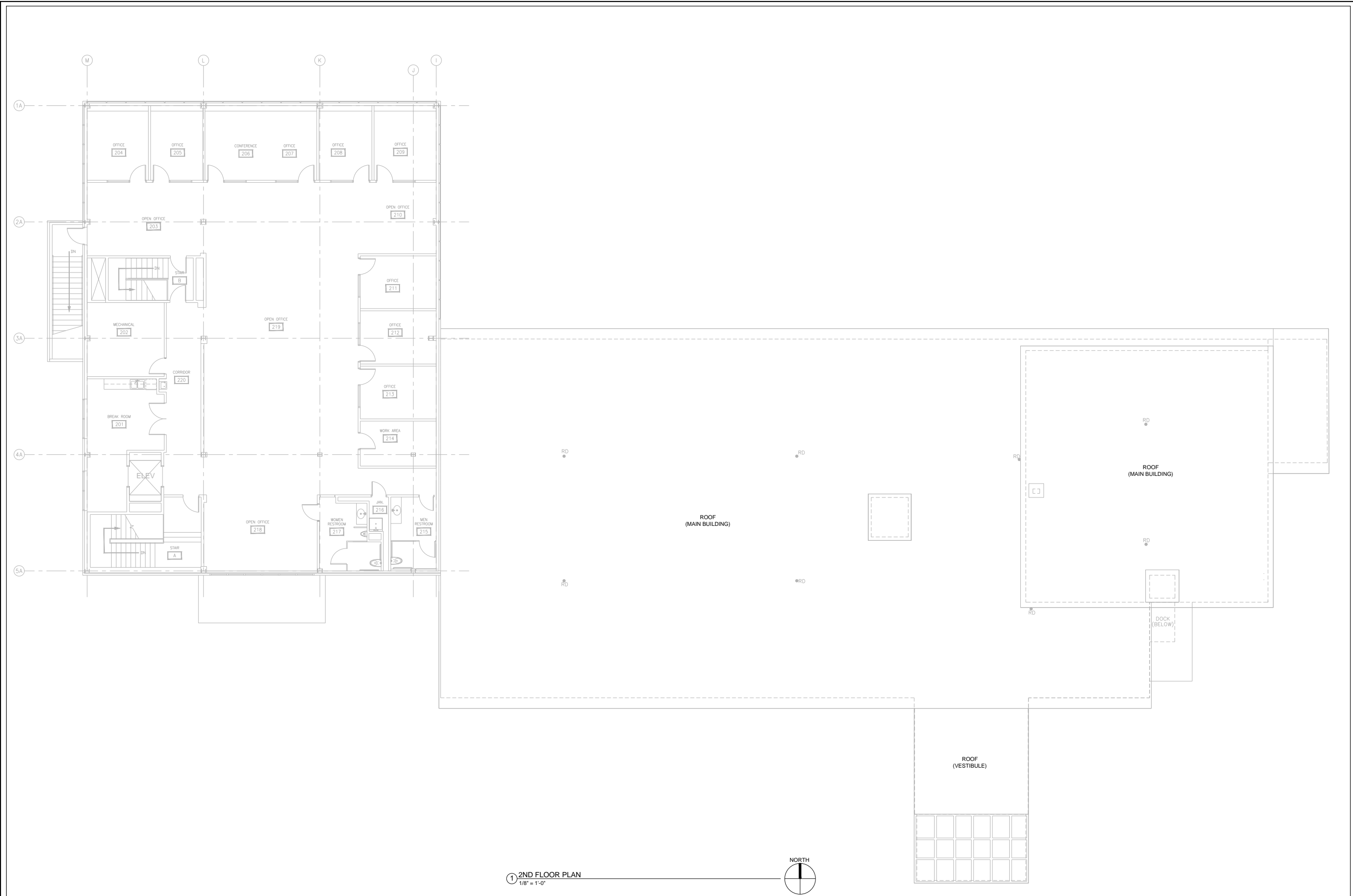
ISSUANCES:

2020

1ST FLOOR
PLAN

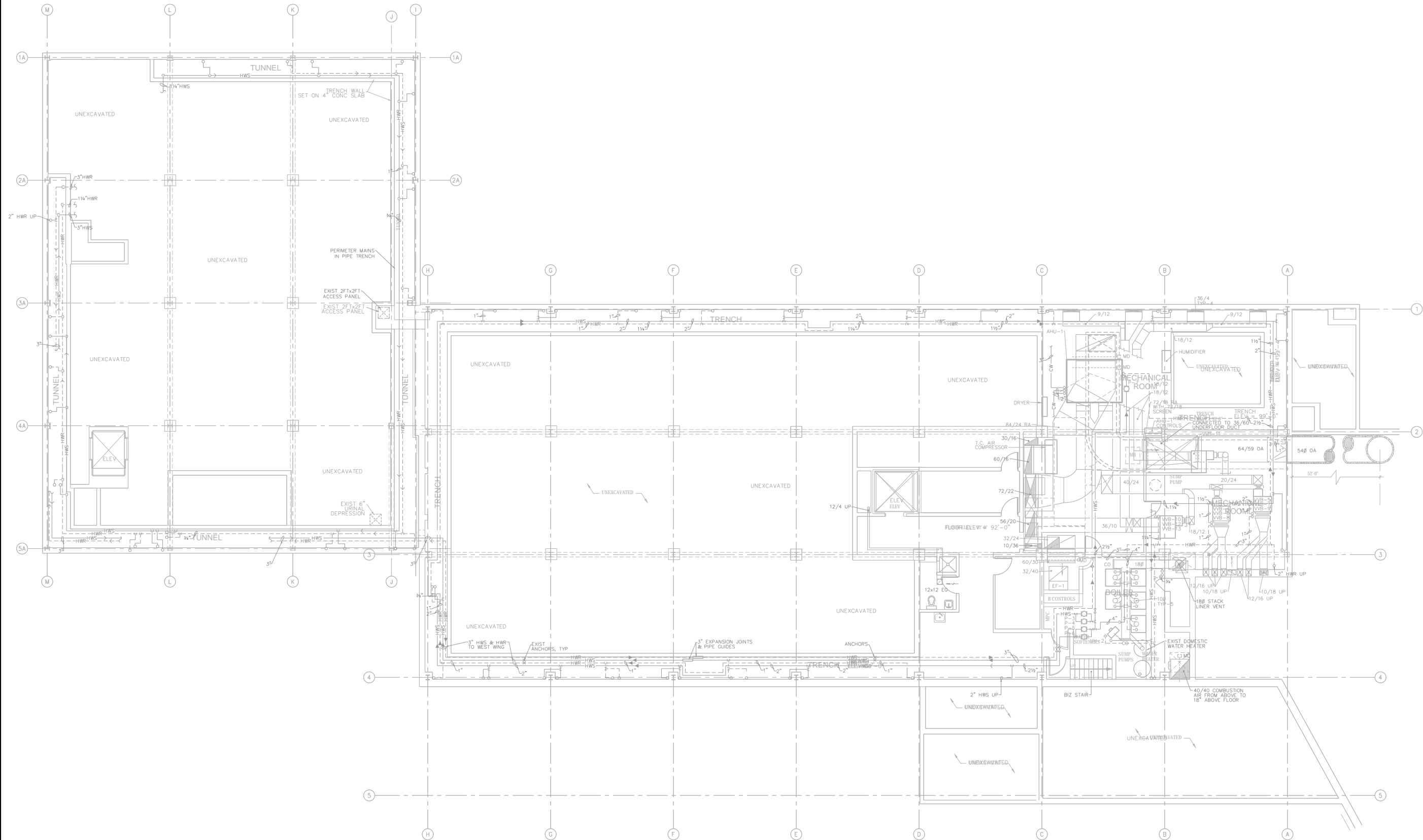
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SHEET NUMBER

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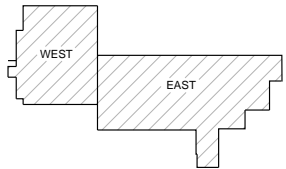


ISSUANCES:	
1	2020

2ND FLOOR
PLAN



1 BASEMENT HVAC PLAN
1/8" = 1'-0"



KEYPLAN

City of Madison

Facilities and Sustainability Management
210 Martin Luther King Jr. Blvd. Rm 115



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WISCONSIN MEDICAL SOCIETY

330 EAST LAKESIDE STREET
MADISON, WISCONSIN

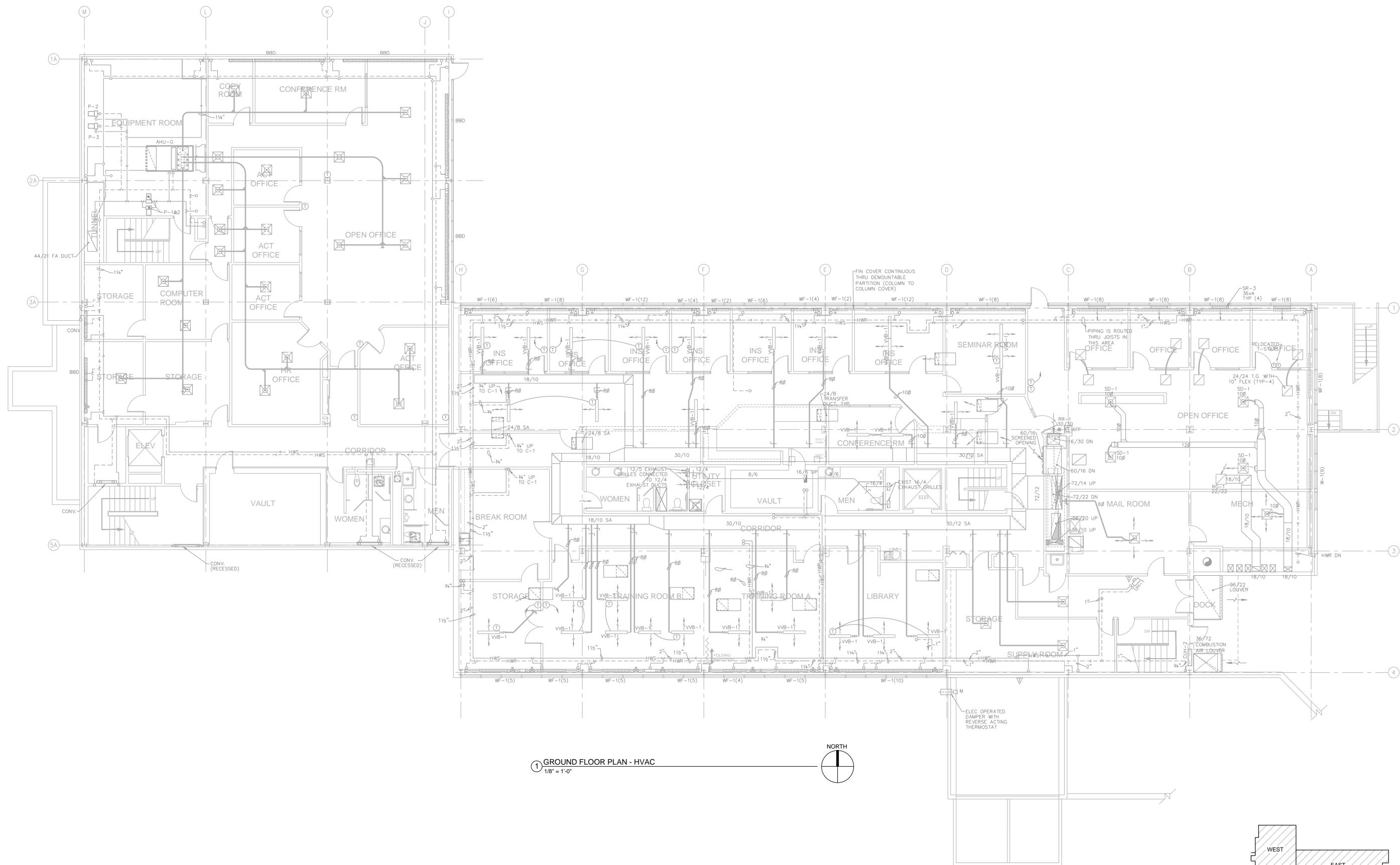
ISSUANCES:

2020

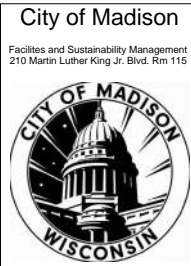
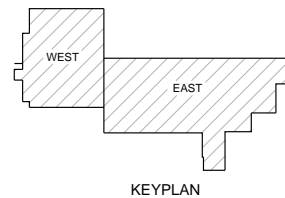
BASEMENT HVAC PLAN

PROJECT #: H1929
SHEET NUMBER

H100



1 GROUND FLOOR PLAN - HVAC
1/8" = 1'-0"



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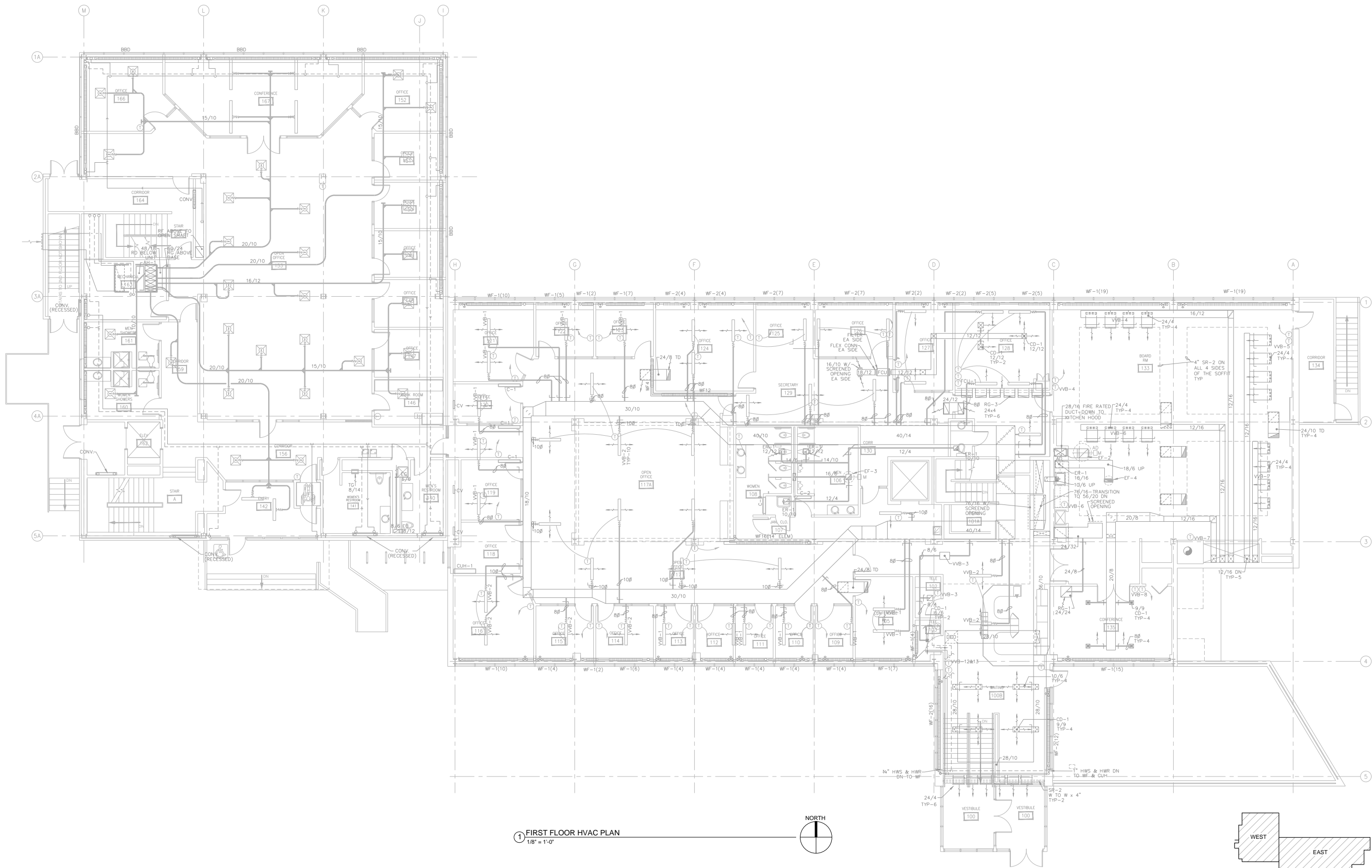
WISCONSIN MEDICAL SOCIETY

330 EAST LAKESIDE STREET
MADISON, WISCONSIN

ISSUANCES:	
1	2020

GROUND FLOOR PLAN - ELECTRICAL

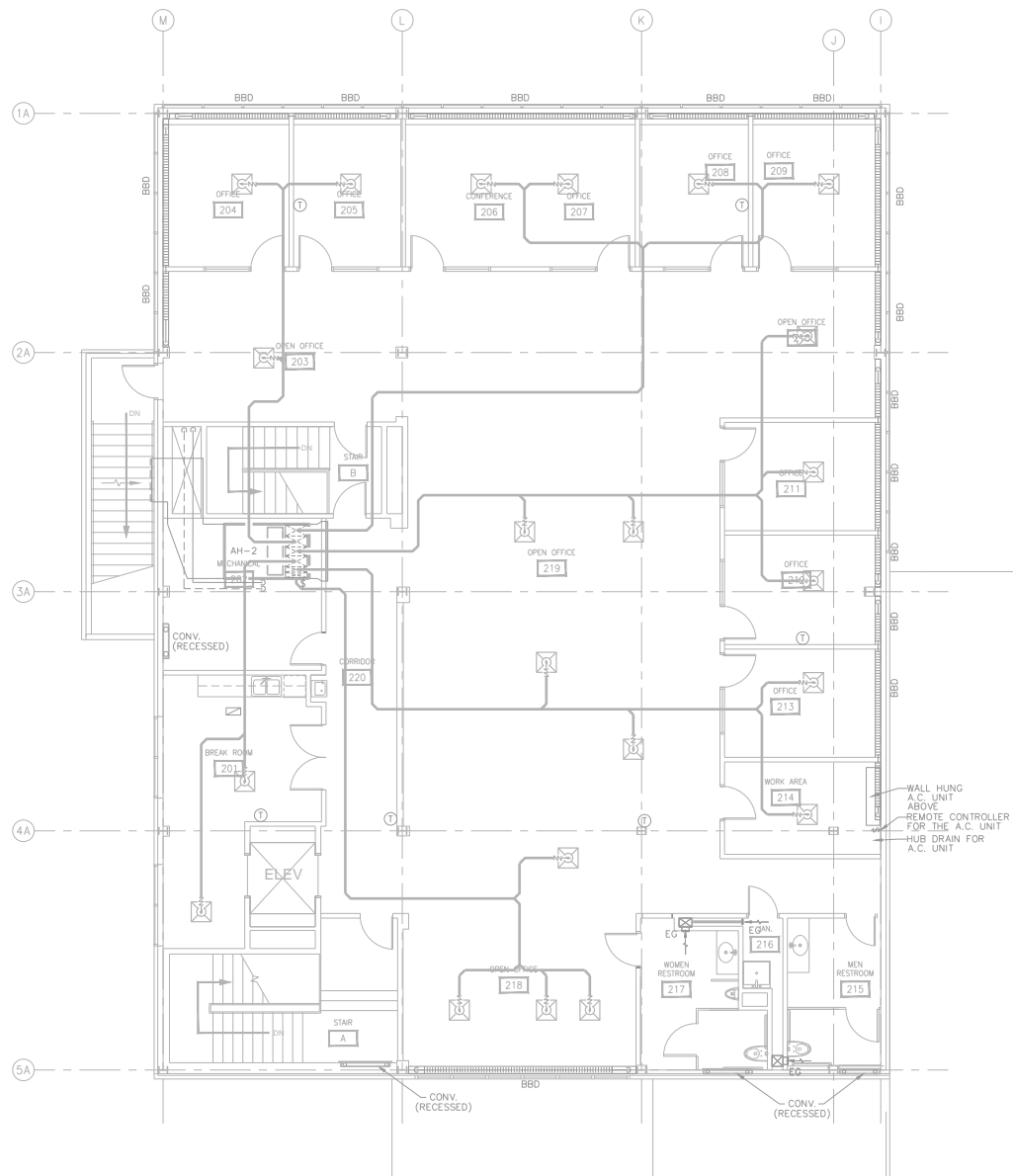
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SHEET NUMBER	H101



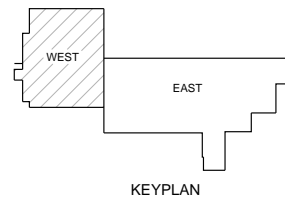
ISSUANCES:	
1	2020

FIRST FLOOR
HVAC PLAN

PROJECT #:	H1929
SHEET NUMBER	H102

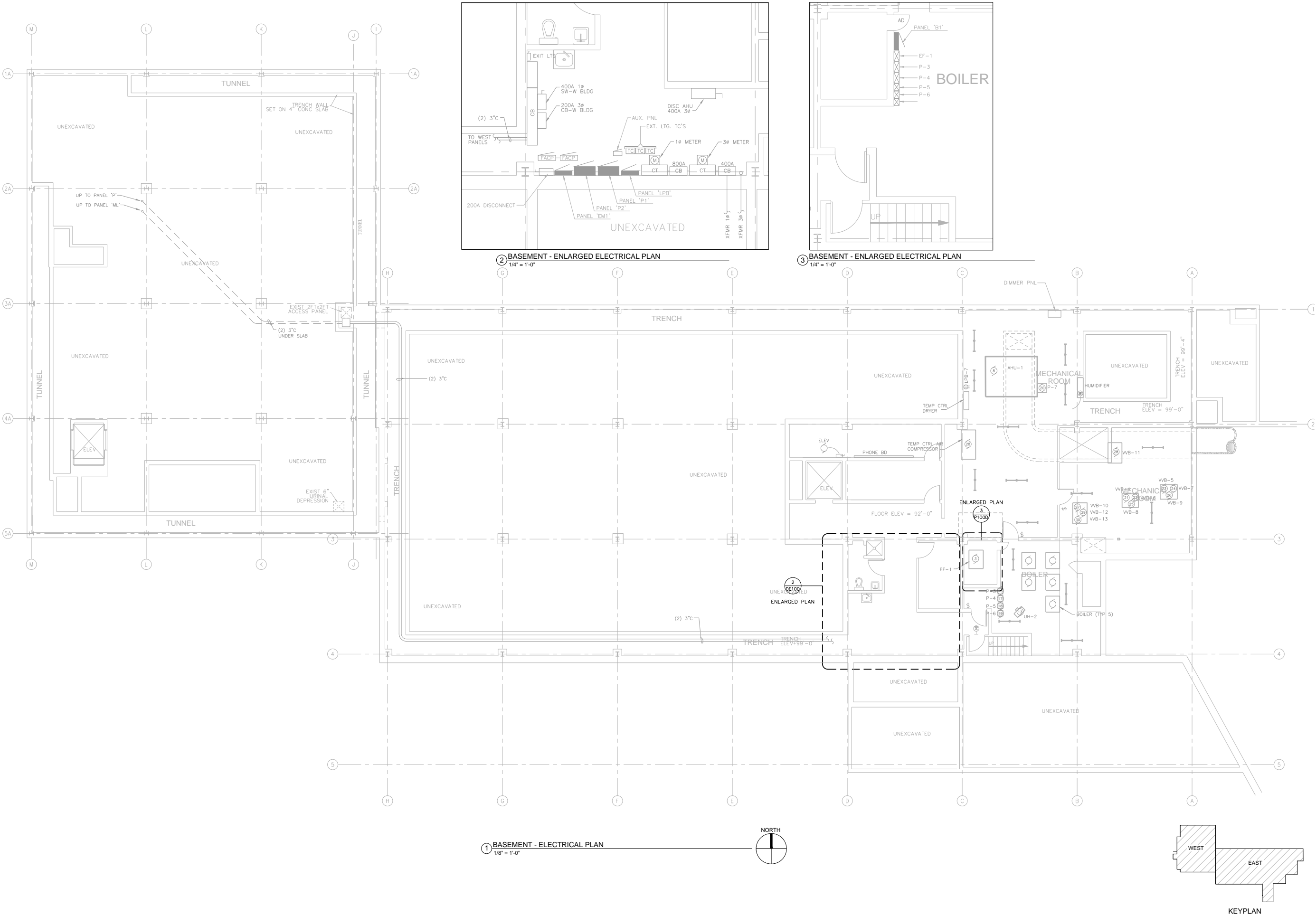


1 SECOND FLOOR HVAC PLAN
1/8" = 1'-0"



ISSUANCES:	
	2020

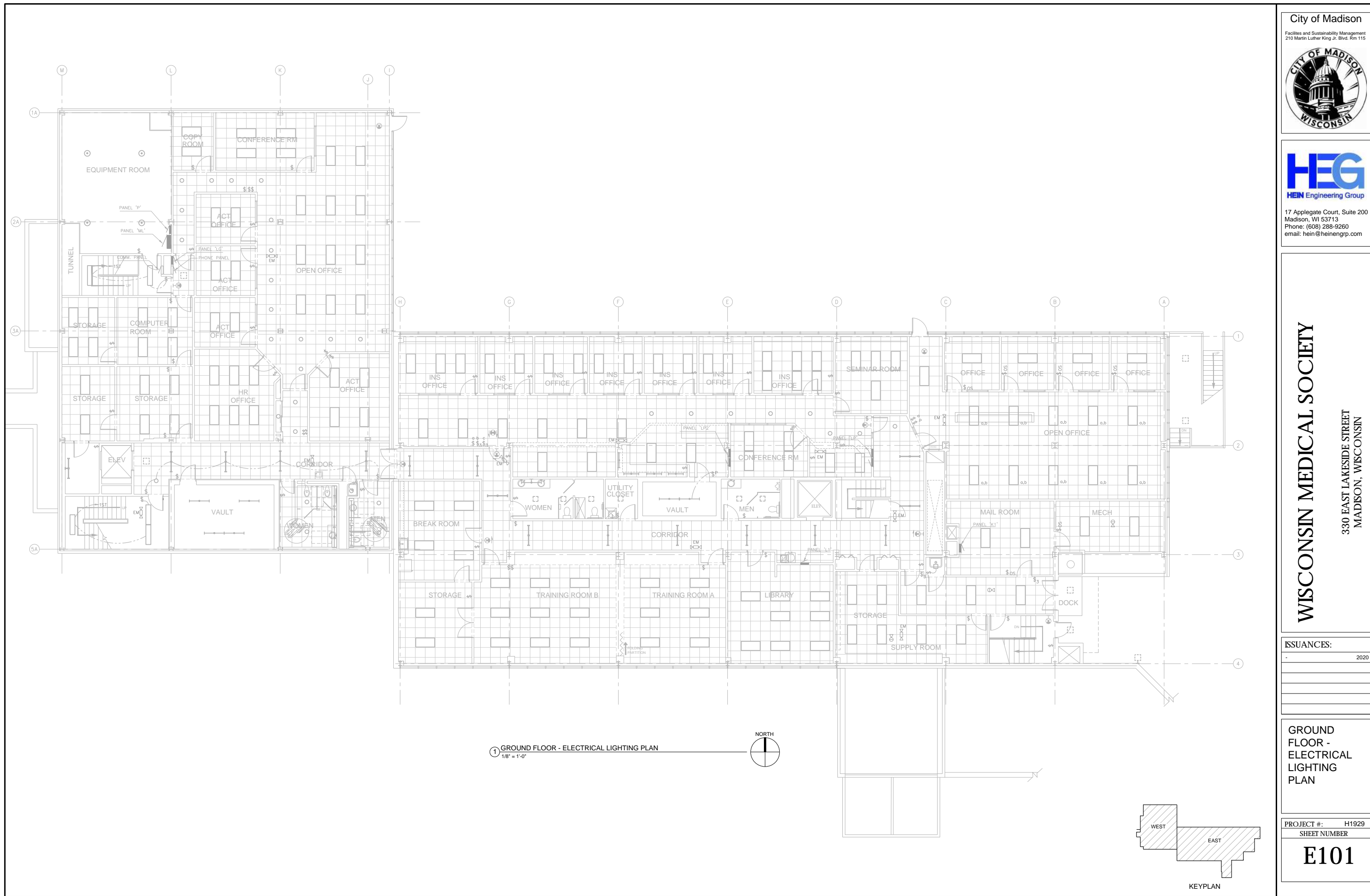
SECOND FLOOR HVAC PLAN	
PROJECT #:	H1929
SHEET NUMBER	



ISSUANCES:	
1	2020

**BASEMENT -
ELECTRICAL
PLAN**

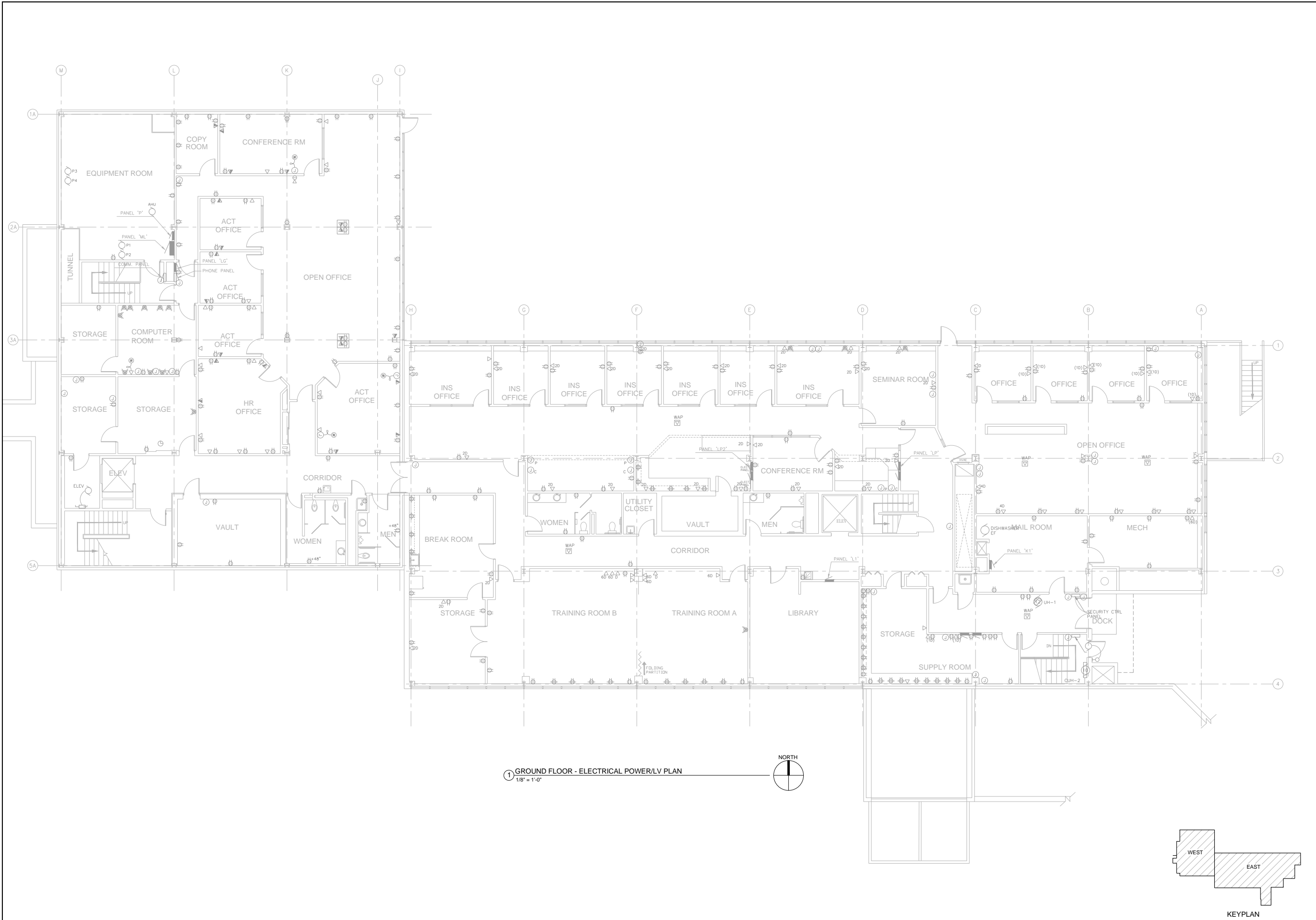
PROJECT #: H1929
SHEET NUMBER
E100



ISSUANCES:	
1	2020

GROUND FLOOR -
ELECTRICAL
LIGHTING
PLAN

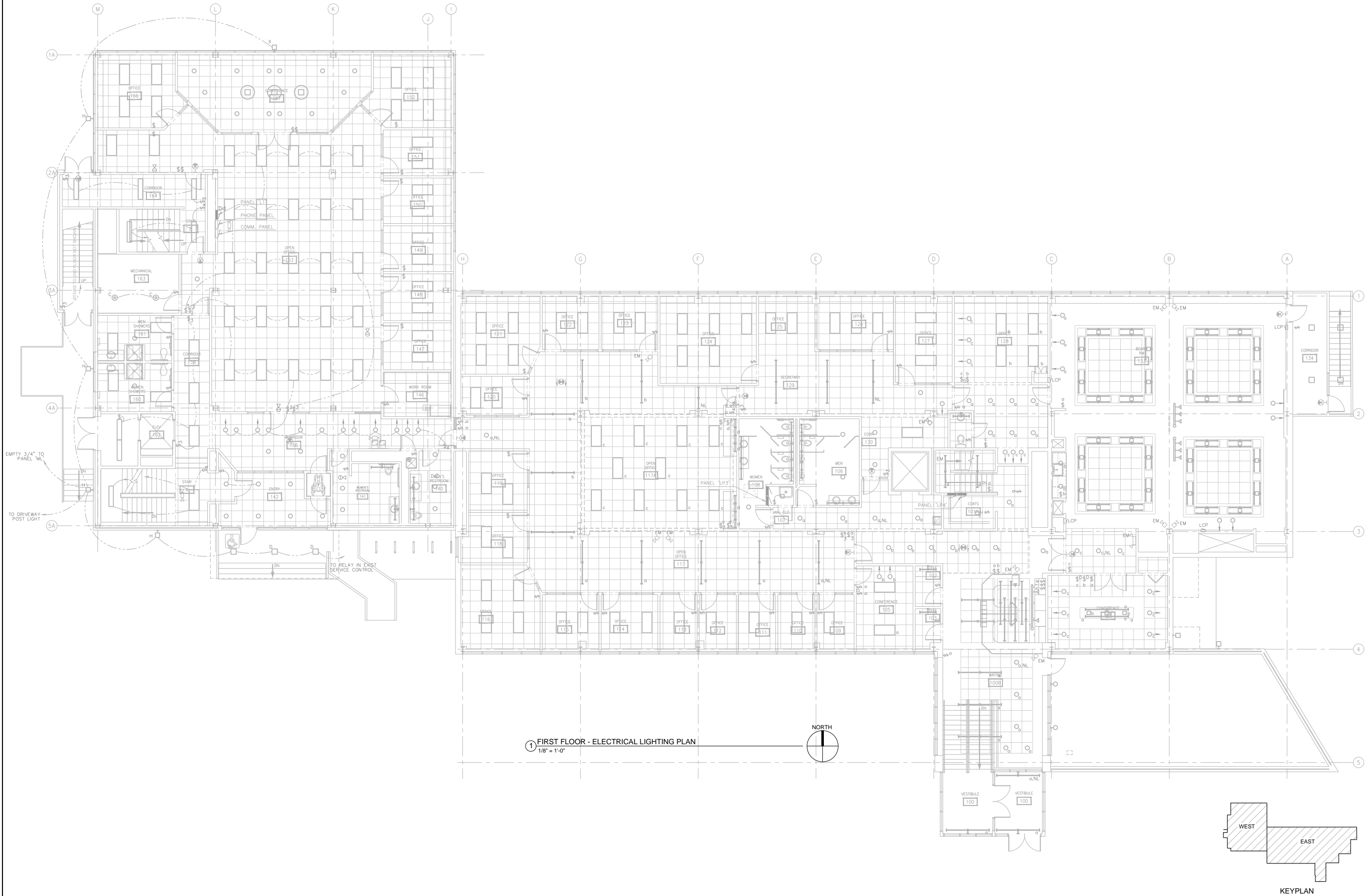
PROJECT #:	H1929
SHEET NUMBER	E101



ISSUANCES:	
	2020

GROUND
FLOOR -
ELECTRICAL
POWER/LV
PLAN

PROJECT #: H1929
SHEET NUMBER
E102



City of Madison

Facilities and Sustainability Management
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WISCONSIN MEDICAL SOCIETY

330 EAST LAKESIDE STREET
MADISON, WISCONSIN

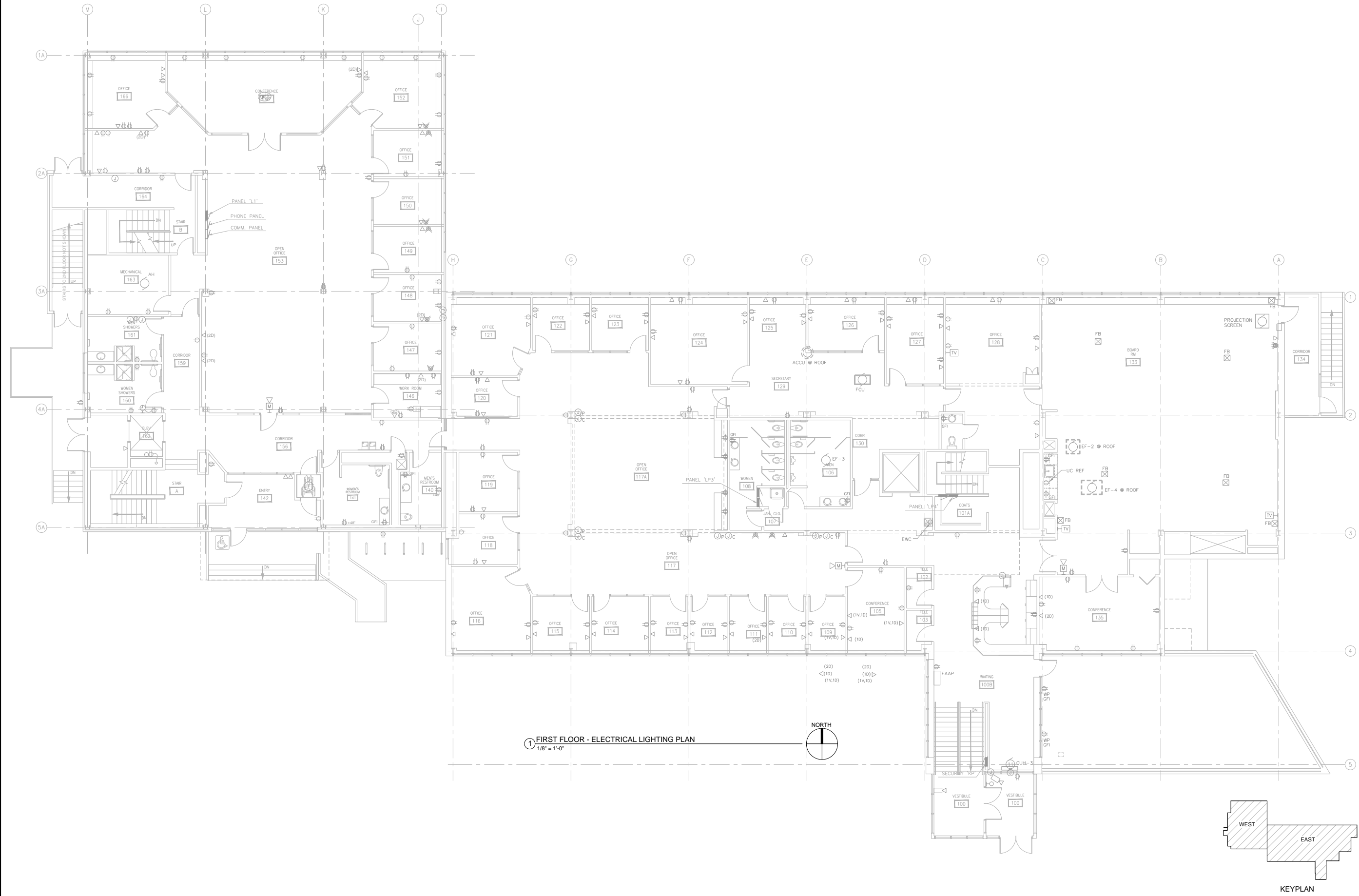
ISSUANCES:

2020

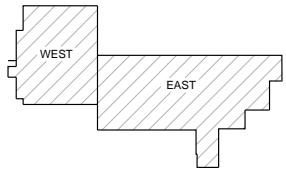
FIRST FLOOR -
ELECTRICAL
LIGHTING
PLAN

PROJECT #: H1929
SHEET NUMBER

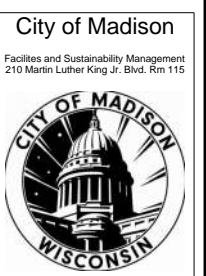
E103



1 FIRST FLOOR - ELECTRICAL LIGHTING PLAN
1/8" = 1'-0"



KEYPLAN



HEG
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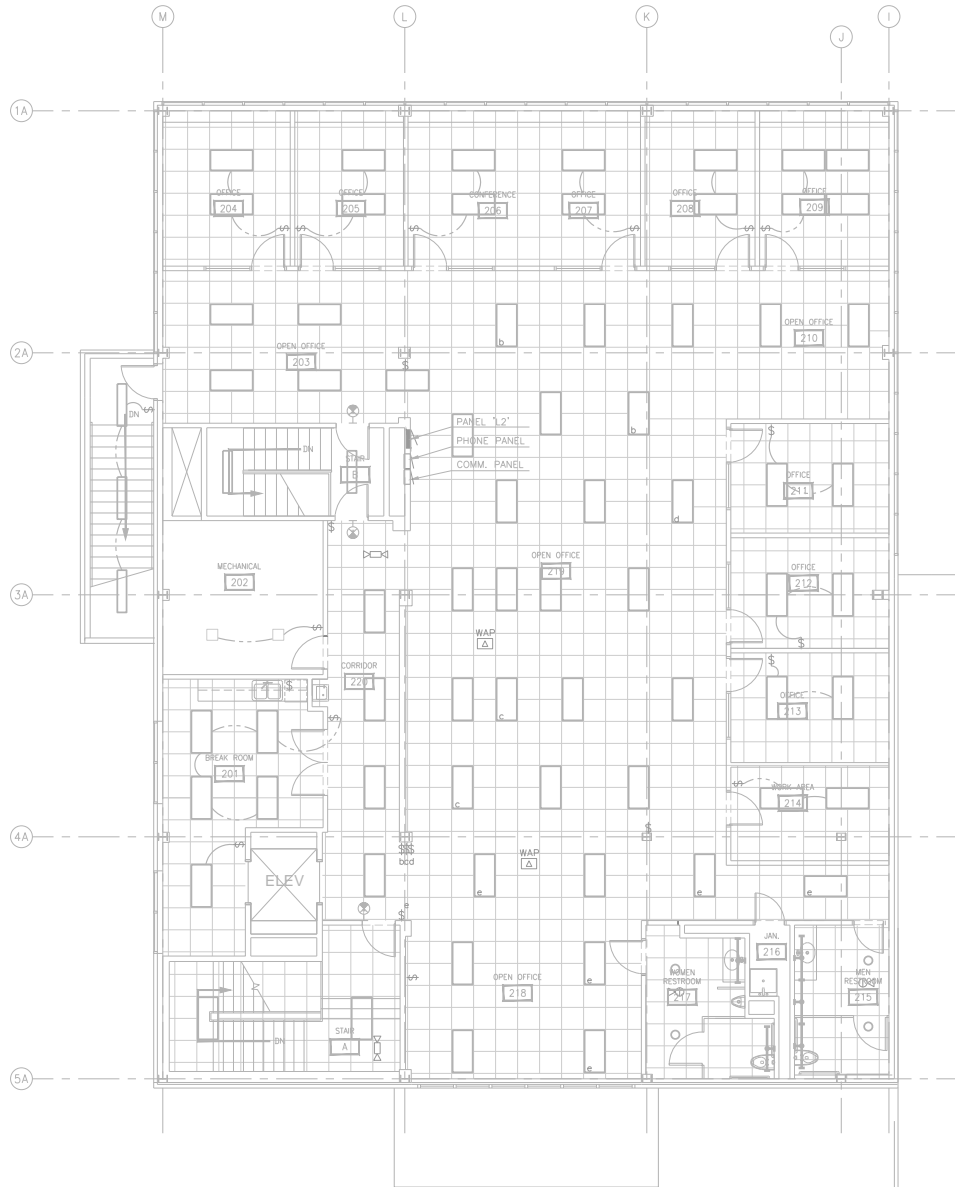
WISCONSIN MEDICAL SOCIETY
330 EAST LAKE STREET
MADISON, WISCONSIN

ISSUANCES:	
	2020

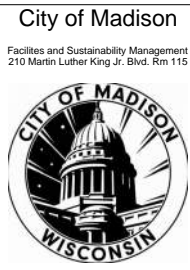
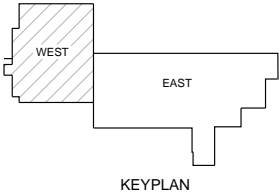
**FIRST FLOOR -
ELECTRICAL
POWER/LV
PLAN**

PROJECT #: H1929
SHEET NUMBER

E104



1 SECOND FLOOR - ELECTRICAL LIGHTING PLAN
1/8" = 1'-0"



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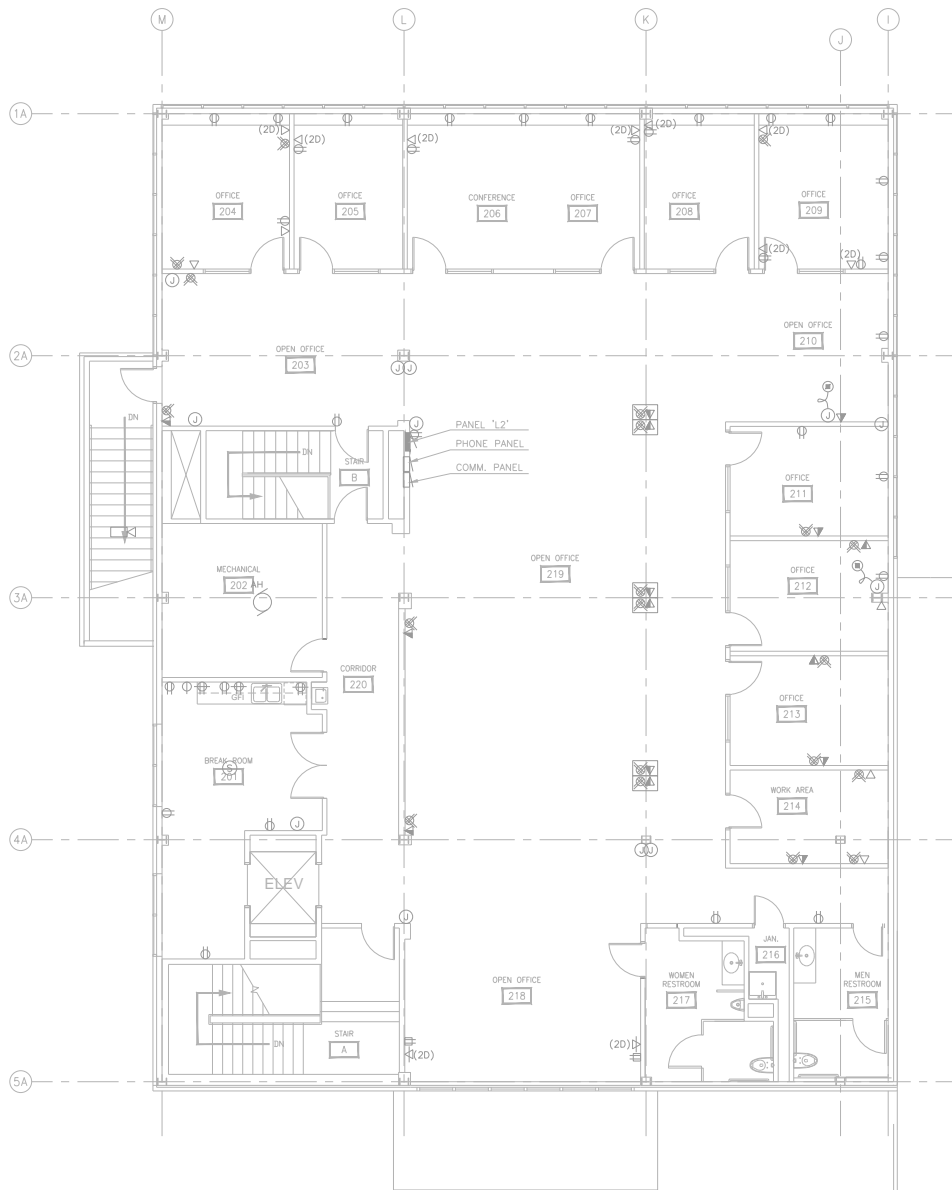
WISCONSIN MEDICAL SOCIETY
330 EAST LAKESIDE STREET
MADISON, WISCONSIN

ISSUANCES:	
-	2020

SECOND FLOOR -
ELECTRICAL
LIGHTING PLAN

PROJECT #: H1929
SHEET NUMBER

E105



1 SECOND FLOOR - ELECTRICAL POWER/LV PLAN
1/8" = 1'-0"



KEYPLAN

City of Madison

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WISCONSIN MEDICAL SOCIETY

330 EAST LAKESIDE STREET
MADISON, WISCONSIN

ISSUANCES:

-	2020

SECOND FLOOR - ELECTRICAL POWER/LV PLAN

PROJECT #: H1929
SHEET NUMBER

E106



CITY OF MADISON

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

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

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

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

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

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

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

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

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

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

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

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

7. Pricing and Discount.

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

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

9. Award.

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

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

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

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

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. 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.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

20. **Affirmative Action.**

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

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

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

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

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

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

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

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

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

(5) **Articles of Agreement:**

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), 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 ten thousand dollars (\$10,000), 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. Nondiscrimination. During the term of 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. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. 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.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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 Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com 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:
- Withholding of payments under an existing contract.
 - 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.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - 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:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - 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.
 - 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.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.
32. 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.).
33. Software & Technology Purchases.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

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

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

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

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

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

- b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

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

- c. Exemptions: This section does not apply when:

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

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



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

- ☐ Check one box at top of Page 1 for the type of business entity.
- ☐ Sections 3 & 4 will be completed by the City and should be complete before you sign.
- ☐ Put a name in Sec. 7.A. – person responsible for administering the contract.
- ☐ **Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV and complete the appropriate online form for the box you have checked:

All contractors:

Access the online forms for Affirmative Action compliance at this link: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms. If you do not already have an approved, current Affirmative Action Plan on file with the City of Madison, read the “*Instructions for Completing City of Madison Affirmative Action Plan*” at the above link. This will direct you to register for an account. If you already have an account you may click on the link for “*Affirmative Action Plan for Vendors and Suppliers*” to proceed. If you have never filed a plan or request for exemption, you must create an account in our online system. If you are exempt under Article IV, Sections C or D you will still need to create an account and go through some steps to confirm your exemption. Register for an account here: <https://elam.cityofmadison.com/citizenaccess>.

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

- ☐ Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- ☐ Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- ☐ Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- ☐ Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

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

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

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

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

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City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Design Professionals)

1. **PARTIES.**

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

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ 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.**

Contractor 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.

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

4. **TERM AND EFFECTIVE DATE.**

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

Contractor 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 Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor 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 Contractor, 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 Contractor. If at any time the Contractor 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 Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor 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 Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.
- E. The Contractor shall notify the City in writing when the Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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. **NONDISCRIMINATION.**

During the term of 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.

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 \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

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

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

Contractor 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 Contractor 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 Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor 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; Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor 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 Contractor, 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 Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor 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 Contractor 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 Contractor and accepted by the City.

26. **INDEMNIFICATION.**

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

27. **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 27.C., below.

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
- City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.**
- For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
- "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
- "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **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).
31. **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.
32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND 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; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

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

By: _____
Mary Richards, Procurement Supervisor

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 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 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.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.