

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 10066-0-2021-AM

Title: Olbrich Gardens Thai Sala (Pavilion) Condition
Assessment and Repair Report

City Agency: Engineering Division

Due Date: Friday, October 1st, 2021
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

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

1.2 Important Dates

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

Issue Date: Friday, September 3rd, 2021
Questions Due Date: Wednesday, September 22nd, 2021
Answers Posted Date: Friday, September 24th, 2021
Due Date: Friday, October 1st, 2021, 2:00 PM CST

1.3 Format

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

The City will not consider illegible Proposals.

Complete and return Forms A through E to City of Madison Purchasing Services by Friday, October 1st, 2021, 2:00 PM CST.

1.4 Labeling

All email correspondence must include RFP #10066-0-2021-AM in the subject line.

1.5 Delivery of Proposals

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

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 Division is the procuring agency:	Amy Scanlon, AIA City of Madison Engineering Division PH: (608) 267-0743 ascanlon@cityofmadison.com
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The City of Madison Purchasing Services administers the procurement function:	Ana Martinez Purchasing Services City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3346 PH: (608) 266-4521 bids@cityofmadison.com
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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
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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](http://vendornet.state.wi.us/vendornet)

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

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

Home Page: www.demandstar.com

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

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 Scope of Services

Please refer to Exhibit A – Scope of Services

2.2 Important Dates

Interviews are not required to make a selection, but if the City selection team determines that interviews are needed for the consultant selection process, interviews will be held October 6, 2021.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 Section 1 - General Information, Signatures, and Required Guarantees and Certifications

- a. Form A – Signature Affidavit
- b. Form B – Receipt Forms and Submittal Checklist
- c. Form C – Contractor Profile Information
- d. Form D – Cost Proposal (Exhibit C)
- e. Form E – References

3.2 Section 2 - Scoring

Scoring will be weighted as follows:

- 5% for Local Vendor Preference (See Section 1.14)
- 30% for Project Overview Qualifications
- 35% for Technical Qualifications
- 30% for Cost

3.3 Section 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 two questions count for 30% of the scoring. Weight is shown in () before the question.

4. (20%) Describe the team. State firm or firms that will be on the team. Include location of the office from which this project will be served and the range of activities performed by the firm/team. Provide 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.
5. (10%) Case studies showing similar types of work previously completed, with the name and address of clients for whom the work was completed. Key experience from at least three (3) similar past-projects should be included.

3.4 Section 4 - Technical Qualifications (35%)

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

6. (15%) Describe the team's design approach and philosophy. Share any initial thoughts on the Olbrich Botanical Gardens Thai Pavilion Condition Assessment and Repair Report project and how the team would undertake this work.
7. (20%) Describe the techniques, approaches and best practices intended to be used in delivering a consistent, successful, high-quality project from the pre-assessment process through final report/construction documents.

3.5 Section 5 - Cost (30%)

Please submit all cost proposal files separate from the rest of your submission. Exhibit C – A + E Proposal Spreadsheet.



Form A: Signature Affidavit

RFP #: 10066-0-2021-AM Olbrich Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report

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 B: Receipt of Forms and Submittal Checklist

RFP #: 10066-0-2021-AM Olbrich Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report

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		
Exhibit B – NOT USED		
Exhibit C – Fee Proposal		
Exhibit D - Photos		
Exhibit E - Plans		
Exhibit F – Repair Report		
Addendum #		
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 10066-0-2021-AM Olbrich Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report

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 #: 10066-0-2021-AM Olbrich Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report

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.

Please reference spreadsheet: Exhibit C – A + E Proposal

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

COMPANY NAME



Form E: References

RFP #: 10066-0-2021-AM Olbrich Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report

This form must be returned with your response.

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

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

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

COMPANY NAME



CITY OF MADISON

(STC-Form: 12/18/2018)

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

APPENDIX A

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

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

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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.

APPENDIX A

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.

APPENDIX A

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.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
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.
- 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.
 - 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.
- 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.
 - Work not conforming to these warranties shall be considered defective.
 - 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

APPENDIX A

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

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
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.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on 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.

APPENDIX A

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.

SAMPLE



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 the 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. 28.

Insurance Instructions:

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

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

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

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

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SAMPLE

City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Architect)

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

List all attachments here by name, and attach and label them accordingly.

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Architect. This order will constitute authorization to proceed, unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Architect shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Architect's services are completed when the City notifies the Architect in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Architect, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Architect. If at any time the Architect believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Architect shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Architect shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Architect and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.
- E. The Architect shall notify the City in writing when the Architect has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Architect, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

APPENDIX B

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

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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 the 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.

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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 ARCHITECT:

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

APPENDIX B

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **STANDARD OF CARE.**

The Architect agrees that all work performed under this Contract shall be performed in accordance with good, sound architectural design and applicable engineering, geological, or other applicable professional or trade practices, shall be in conformity with any

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applicable data, specification, and design criteria attached to or included by reference in this Contract, and that performance under this Contract shall reflect the Architect's best professional knowledge, skill and judgment.

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

28. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

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

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

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

29. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

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

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30. **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 for a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time 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) to (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.
31. **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).
32. **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.
33. **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 to 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.

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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.



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Exhibit A - SCOPE OF SERVICES
CONTRACT #9080, PROJECT # 13417-51-200
OLBRICH BOTANICAL GARDENS THAI SALA (PAVILION)
CONDITION ASSESSMENT and REPAIR REPORT

In this Exhibit A; the word “City” means City of Madison, Wisconsin. The City of Madison will include the City Project Manager and/or Owner’s Representative; and the word “A/E” means the licensed design professional(s) **TBD**.

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PROJECT OVERVIEW

A. Project Overview

1. The purpose of the Olbrich Botanical Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report project is to assess the condition and prioritize repairs for the pavilion structure and finish materials with specific interest in developing a plan to repair the roof system using methods that retain traditional Thai construction techniques.

The report will include a full assessment of the condition of existing building elements with specific emphasis on the roof system components, prioritization of building repairs and related cost estimates, construction drawings and specifications related to roof repairs, and an immediate intervention strategy to address the flashing failure.

While the main purpose of the report is the repair of the roof, the report should prioritize all building repair needs from critical to non-critical and help establish a long-term facility maintenance and capital budget plan.

Very early in the project, the consultant will provide a temporary immediate repair strategy to address the lead ridge cap and flashing failure for installation as soon as possible, but at least before January 2022. This temporary repair will be in place while the report and construction documents for the long term roof repair are completed.

2. The Thai Sala (Pavilion), located in Olbrich Botanical Gardens at 3330 Atwood Avenue in Madison, Wisconsin was fabricated in Thailand using traditional construction techniques and materials. The pavilion was a gift to the University of Wisconsin – Madison from the Thai Government and the Thai Chapter of the Wisconsin Alumni Association. The pavilion was constructed in Thailand and then shipped to Wisconsin to be reconstructed by Thai artisans at Olbrich Botanical Gardens in September of 2001. The pavilion is constructed of plantation-grown teak without the use of nails or screws. The structure is 40 feet long, 22 feet wide and 30 feet high.

The structure of the pavilion is in excellent condition; however, the architectural finishes have deteriorated since the construction of the pavilion. The lead roof ridge caps and flashing details are in poor condition and have reached the point of failure. The deteriorated flashing allows water to penetrate the roof structure and saturate the finished ceiling boards. It was clear in 2014 that there was an issue with the lead flashing due to pitting and discoloration observed on the material surface. In 2021, the existing lead flashing has become detached from the structure in places and requires an immediate temporary intervention to address the situation and protect the building.

Aside from the roof repair, other building repairs seem less critical, but the failing finishes are allowing moisture and ultra-violet radiation to reach the underlying wood thereby increasing deterioration.

As the repairs are being planned and implemented, it is imperative that the artistic integrity of the Thai Pavilion be retained through the use of traditional Thai techniques and materials. The report will assist the City in understanding those repairs that can be addressed by local contractors and those that require Thai artisans. The City assumes that the immediate flashing intervention and the roof repairs will be completed by local contractors using locally available, appropriate materials that retain traditional Thai construction methods and materials. In addition, the report will assist the City in planning for repairs that are critical to be completed in the short term and those that are noncritical to be completed in the longer term as budgets allow.

3. This single contract with the A/E shall be for preparing the report and construction documents as described above and providing a temporary immediate intervention strategy to address the flashing failure.

Architectural and engineering services will also determine order of priority and cost estimating for these repairs to develop a long-term building maintenance plan.

Architectural and engineering services may also include structural and similar engineering services as needed.

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

4. General project schedule highlights:

The City anticipates hiring a consultant in October 2021.

The immediate repair strategy for the flashing will be implemented as soon as possible, but at least before January 2022.

Depending on the recommendations in the report, the roof repair project is scheduled to be completed 2022-2023.

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 completion of the Olbrich Botanical Gardens Thai Sala (Pavilion) Condition Assessment and Repair Report project.
2. The scope of architectural services provided in each design phase should be considered a minimum outline of the work to complete the project.
3. Nothing included in this document shall be a substitute for technical architectural, engineering, and design competence.
4. 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 work.
2. All dealings between the City and the A/E with respect to the subject matter of the Agreement shall be with the City Project Manager. The City Project Manager shall inform the A/E as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the A/E, refer information and requests submitted by the A/E to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the A/E. The designation of the project manager thereof shall not limit those with whom the A/E may have contact if, in the A/E and project manager's judgment, consultation with others will be of assistance.

C. Minimum A/E Team Qualifications

1. Architect: Licensed and 5 years experience in existing building condition assessment, historic preservation, materials conservation, or related service.
2. Structural Engineer (as needed): PE license with 5 years experience

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. 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 investigated and constructed in a manner compliant with all current OSHA regulations applicable to construction, operation, and occupation of the facilities.

- F. 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.
- G. 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.
- H. State and Local Government Review
1. The A/E must prepare as many documents and presentations as needed for approval by appropriate committees, commissions, and plan review processes.
 - a. Prepare oral and visual presentations as required for presentations to committees and commissions that may include but not be limited to Urban Design Commission, Board of Park Commissioners, Olbrich Botanical Society, Board of Public Works, Common Council, and other committees as necessary.
 - b. Prepare plan review sets as required for the City of Madison Building Inspection Unit, Department of Natural Resources, University of Wisconsin, and other similar agencies as necessary.
- J. 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.
 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. Asbestos and Lead: A/E shall assume that the existing paint and flashing contain lead and shall use caution and approved practices for their work on and around the pavilion.

CITY GOALS

- A. 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.

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 process and to facilitate reviews by the City project team, tenant agencies, local regulatory agencies, and review boards. These requirements are the minimum standards.
2. During development of all assessment phases the A/E shall meet and review progress documents with the City's Project Manager, and City's Project Team, and applicable additional 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 will likely include, but not be limited to, Urban Design Commission, Board of Park Commissioners, Board of Public Works, Olbrich Botanical Society, Common Council, Zoning, Conditional Use Approvals, Building Inspection Plan Review, Department of Natural Resources, and similar agencies or committees.
4. In each phase of work, project documents/deliverables 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. Quality Reviews will be performed by the City of Madison staff at each project phase. The A/E should plan for City project review time after delivery of each phase. Refer to Completion Schedule section for understanding of the timeframe for each phase. -All outstanding phase issues will need to be completed prior to proceeding to the next phase.
6. No 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. Consultant shall accommodate pausing or delays of the project at no extra charge.
8. 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.
9. 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.
10. The A/E will translate the City provided plans of the existing building to a set of electronic documents. City provided plans will be an approximation of the on-site conditions and dimensions.

B. Deliverables EACH Phase - Drawings

1. Drawing Size: All drawings of a single project must be a uniform standard size. Drawing sets must be 11 x 17, 24 x 36, or 30 x 42 format as approved by the City Project Manager.
2. Drawing Lettering: Lettering on drawings must be legible when drawings are reduced to half size.
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. As-is drawings: A/E is responsible for confirmation of dimensions as necessary to complete construction drawings. Using copies of existing plans alone for construction drawings is 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 intent, City policy requirements, and law. This shall include but not be limited to:
 - a. 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.
 - b. Provide a specification Table of Contents at the Schematic Assessment phase. Provide draft specification sections at Assessment Development phase. Provide complete specs at Construction Documents.
2. Format: Specification sections shall be edited and compiled into a single document.
 - a. Specifications should be produced according to the latest edition Construction Specification Institute (CSI) division format.
 - b. Specifications shall have a Table of Contents (TOC) organized by CSI divisions and indicating all sections and section titles used. Each section in the TOC shall be hyperlinked directly to the subject section within the specification.

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

D. Deliverables EACH Phase - Narratives

1. Format: Reports, narratives, etc. must be 8.5 x 11. Typed report document shall accompany the Pre-Assessment, Schematic Assessment, Assessment Development and Final Report/Construction Document Submittals. Format should be able to be printed and bound.
2. Content: Narratives shall serve to explain the project intent and to document decisions made during the process. Like drawings and specifications, narratives are an important permanent record of the process. 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 process.

E. Phase I: Pre-Assessment

1. GENERAL – PRIOR TO COMPLETION OF PRE-ASSESSMENT
 - a. See “DELIVERABLES EACH PHASE – GENERAL REQUIREMENTS” above for meeting/presentation/approvals expectations.
 - b. Review all information provided by the City.
 - c. At the beginning of the project, the City’s project team, and design A/E shall meet to define the objectives/goals of the project. The agenda for this meeting should address:
 - i. Project objectives/goals
 - ii. Temporary immediate roof intervention plan goals
 - iii. Staff input related to repairs, site access, project phasing, and budget
 - iv. Inspections/certification requirements
 - v. Coordinating construction issues
 - vi. Project schedule
 - d. Field-survey existing conditions and conduct condition assessment on site.
 - e. At the end of the Pre-Assessment phase, the City’s project team, and design A/E shall meet to review the temporary intervention plan to address ridge cap and flashing failure. The intervention plan shall include drawings, photographs, specifications as needed, and cost estimate for the City procurement process.
 - f. Revise temporary intervention plan to address staff feedback.
2. DOCUMENT DELIVERABLES – PRE-ASSESSMENT
 - a. Project goals
 - b. Condition Assessment progress including photographs and/or drawings
 - c. Temporary Intervention Plan to address the ridge cap and flashing failure including drawings, photographs, specifications as needed, and cost estimate.
 - d. Project Schedule

F. Phase II: Schematic Assessment

1. GENERAL – PRIOR TO COMPLETION OF SCHEMATIC ASSESSMENT

- a. See "DELIVERABLES EACH PHASE – GENERAL REQUIREMENTS" above for meeting/presentation/approvals expectations.
 - b. Analyze condition assessment findings and note conditions on documentation drawings.
 - c. Prepare repairs list and prioritize repair projects from critical to noncritical with the roof repair being the most critical.
 - d. Determine which repairs could be implemented by local contractors and which projects require Thai artisans.
 - e. Prepare condition assessment and repair report outline.
 - f. Prepare roof repair drawing and specification section list.
 - g. At the end of the Schematic Assessment phase, the City's project team, and design A/E shall meet to review the condition assessment and repair report outline, condition assessment findings, repair projects organized from critical to noncritical, projects requiring Thai artisan repairs, and roof repair drawing and specification list.
 - h. Revise report outline and repair list to address staff feedback.
 - i. Revise drawing and specification list to address staff feedback.
2. DOCUMENT DELIVERABLES – SCHEMATIC ASSESSMENT
- a. Report outline, including:
 - i. Documentation of the methodology used
 - ii. An executive summary
 - iii. Objective/Goal Statements
 - iv. Relevant Facts
 - v. Condition Assessment findings including photographs and/or drawings
 - vi. Repair projects (critical to non-critical) and general scopes of work
 - vii. Project Schedule
 - b. Roof Repair drawing list, including:
 - i. Site plan
 - ii. Floor plan
 - iii. Roof plan
 - iv. Building elevations
 - v. Building sections/Wall sections
 - vi. Roof details
 - c. Roof Repair specification table of contents

G. Phase III: Draft Report/Assessment Development

1. GENERAL – PRIOR TO COMPLETION OF ASSESSMENT 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 product developed from the final schematic assessment deliverables.
 - c. All Board of Park Commissioners, Board of Public Works, and similar approvals must be complete prior to proceeding beyond the assessment development phase.
 - d. Prepare draft report document
 - e. Prepare roof repair drawings, specifications, and cost estimate.
 - f. At the end of the Assessment Development phase, the City's project team, and design A/E shall meet to review the condition assessment and repair report draft, and roof repair progress drawings, specifications, and cost estimate.
 - g. Revise report draft to address staff feedback.
 - h. Revise drawings, specifications, and cost estimate to address staff feedback.
2. DOCUMENT DELIVERABLES – DESIGN DEVELOPMENT
 - a. Report draft, including:
 - i. Documentation of the methodology used
 - ii. An executive summary
 - iii. Objective/Goal Statements

- iv. Relevant Facts
- v. Condition Assessment findings including photographs and/or drawings
- vi. Repair projects (critical to non-critical) and general scopes of work
- vii. Project Schedule
- b. Roof Repair construction drawings progress set, including:
 - i. Site Plan describing: Site boundaries, existing landscape features, setbacks, and easements as applicable, building orientation with respect to path of sun, location of on-site and off-site utilities, pedestrian circulation and vehicular access, lay down space for material storage, and staging locations.
 - ii. Floor plan(s) showing: Locations of structural members, areas of selective demolition, and members requiring structural repair or replacement due to damage.
 - iii. Roof plan showing: Locations of structural members, areas of selective demolition, notes for component repair, members requiring structural repair or replacement due to damage, and new components.
 - iv. Building elevations showing: areas of selective demolition, notes for component repair, and new components. The information may be conveyed on elevation photographs if photograph quality is approved by City Project Manager.
 - v. Building sections/Wall sections
 - vi. Roof details
- c. Roof Repair specifications
- d. Roof Repair cost estimate

H. Phase IV: Final Report/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 report and roof repair design. In CD the A/E and all sub-consultants shall provide all plans, details, and specifications to a level of 100%. In order to complete this phase:
 - i. The A/E shall do all of the following:
 1. Confirm all floor plan dimensions are complete and not conflicting
 2. Confirm all details are complete, fully noted/dimensioned and properly linked to other details as necessary
 3. Confirm that 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 specifications are complete. This includes any co-edited specifications.
 2. Verify the final design intent meets the needs for the project.
2. Document Deliverables – Final Report/Construction Documents
 - a. Final Report document, including:
 - i. Items listed under Assessment Development
 - ii. Any revisions requested by City during review of draft report document
 - b. Roof Repair construction drawings progress set, including:
 - i. Items listed under Assessment Development
 - ii. Any revisions requested by City during review of Assessment Development documents
 - c. Roof Repair specifications
 - d. Roof Repair cost estimate

Owner Provided Services and Deliverables

- A. CONSTRUCTION DRAWINGS
- B. PHOTOGRAPHS

C. ROOF CONDITION REPORT

Personnel (City)

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

Personnel (A/E)

- A. 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 RFP 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 the RFP 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 RFP 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 shown in the table at the end of this section.
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.
 - 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, Plan Commission, 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	15%	Billed upon successful acceptance by City Designated Representative
Schematic Design	25%	Billed upon successful acceptance by City Designated Representative
Design Development	45%	Billed upon successful acceptance by City Designated Representative
Construction Documents	15%	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 project schedule indicating the completion date of each phase or segment of work.
 - 1. For each phase, 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 approvals and acceptance, or of similar items.
 - 2. For each phase 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 Project Manager 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
2021	
September	RFQ/RFP and contracting process with principal A/E firm
October	Complete A/E contract signing
October - November	Complete Pre Design and Intervention plan (including owner design review & corrections)
November - December	Complete Schematic Design (including owner design review & corrections)
2022	
December - February	Complete Design Development (including owner design review & corrections)
March	Complete Construction Drawings (including owner design review & corrections)

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 to 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



Exhibit C - Fee Proposal

for

Contract #9080, Project #13417-51-200

OLBRICH GARDENS THAI PAVILION CONDITIONS ASSESSMENT & REPAIR REPORT PROJECT

PROJECT	DESIGN SERVICES	CONSULTANT	PRELIMINARY DESIGN		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		SUB-TOTAL		
			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	\$4	4	\$1.00
	STRUCTURAL (as needed)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$4	4	\$1.00
	SUB-TOTAL		\$2	2	\$2	2	\$2	2	\$2	2	\$8	8	\$1.00
PROJECT ADD SERVICES	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$4	4	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$4	4	\$1.00
	(insert add service...)	X	\$1	1	\$1	1	\$1	1	\$1	1	\$4	4	\$1.00
	SUB-TOTAL		\$3	3	\$3	3	\$3	3	\$3	3	\$12	12	\$1.00
TOTAL			\$5	5	\$5	5	\$5	5	\$5	5	\$20	20	\$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.
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 SUSMISSION OF THE PROPOSAL.
4	
5	
6	
7	
8	
9	

Notes: Provide a single hard copy of this proposal page in a separate sealed envelope with your RFP 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.



Condition of Thai Pavilion spring 2021.



Condition of Thai Pavilion spring 2021.



Condition of Thai Pavilion architectural details and finishes.



Condition of Thai Pavilion ridge cap.



Thai Pavilion roof detail condition.



Thai Pavilion roof detail condition.



Thai Pavilion roof detail condition.



Thai Pavilion roof detail condition.



Thai Pavilion ridge cap condition 2016.



Thai Pavilion ridge cap condition 2016.



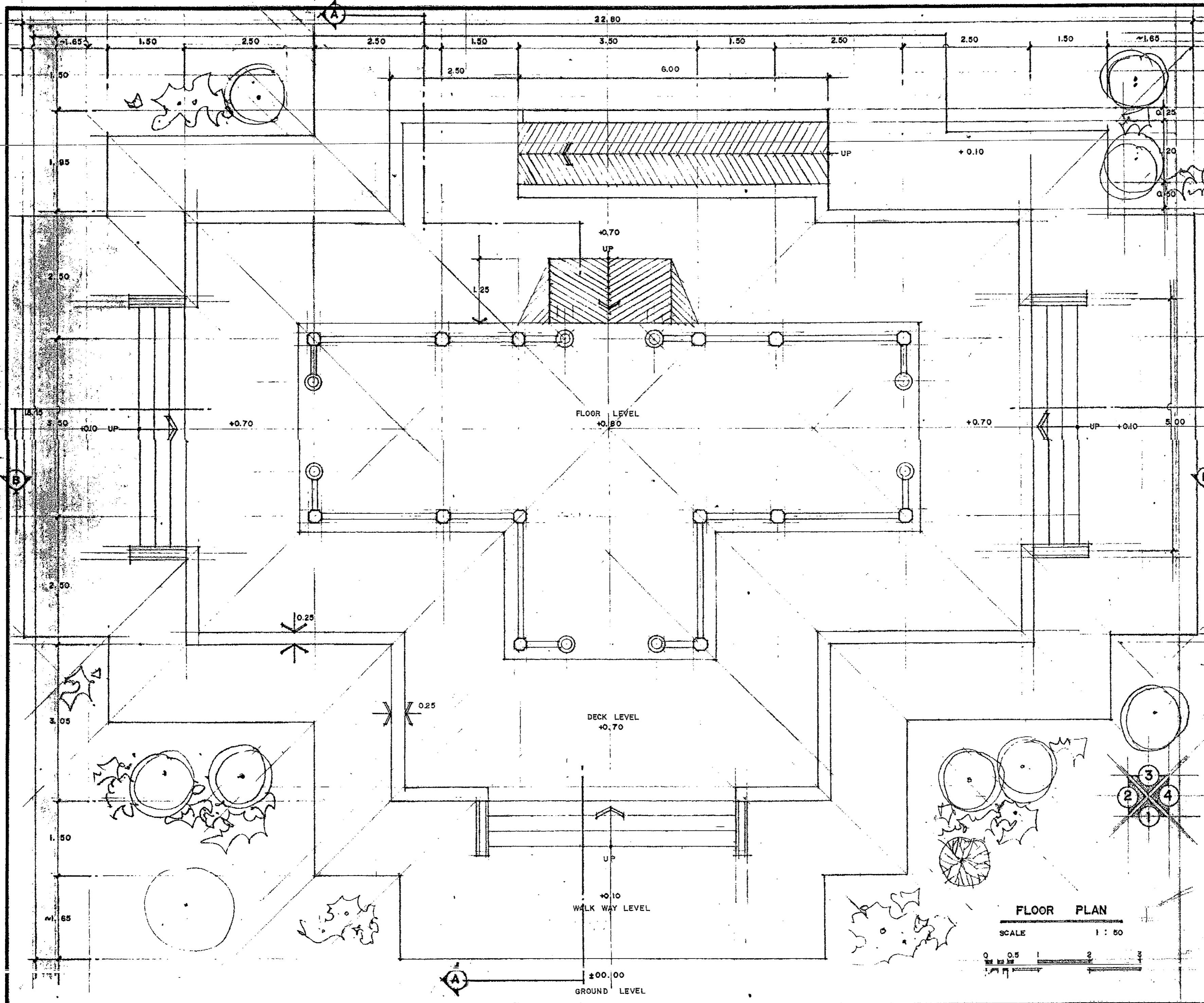
Thai Pavilion construction 2001.

https://news.wisc.edu/newsphotos/images/Thai_pavilion_wide_view01.jpg



Thai Pavilion construction 2001.

https://news.wisc.edu/archive/pavilion/images/Thai_pavilion_students01.jpg



สถาบันศิลปกรรม
กรมศิลปากร

แบบ THAI PAVILION (SAH LAH THAI) UNIVERSITY OF WISCONSIN - MADISON	
สถานที่: U.S.A.	
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
ส่วนวิศวกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
ผังหน้ากร	
ส่วนเทคนิคศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมสุขาภิบาล	
วิศวกรรมโยธา	อ. น. เจริญกุล
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	อ. กฤษณ์ ทองสุข
ฝ่ายเขียนแบบ	
สถาปนิก	น. อ. อรุณ ใจบุญ
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	
อนุมัติ	อ. อ. อรุณ ใจบุญ
แบบแสดง	
FLOOR PLAN	
มาตราส่วน 1 : 50	แบบหมายเลข 1
วันที่ เดือน ปี	8



สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A.

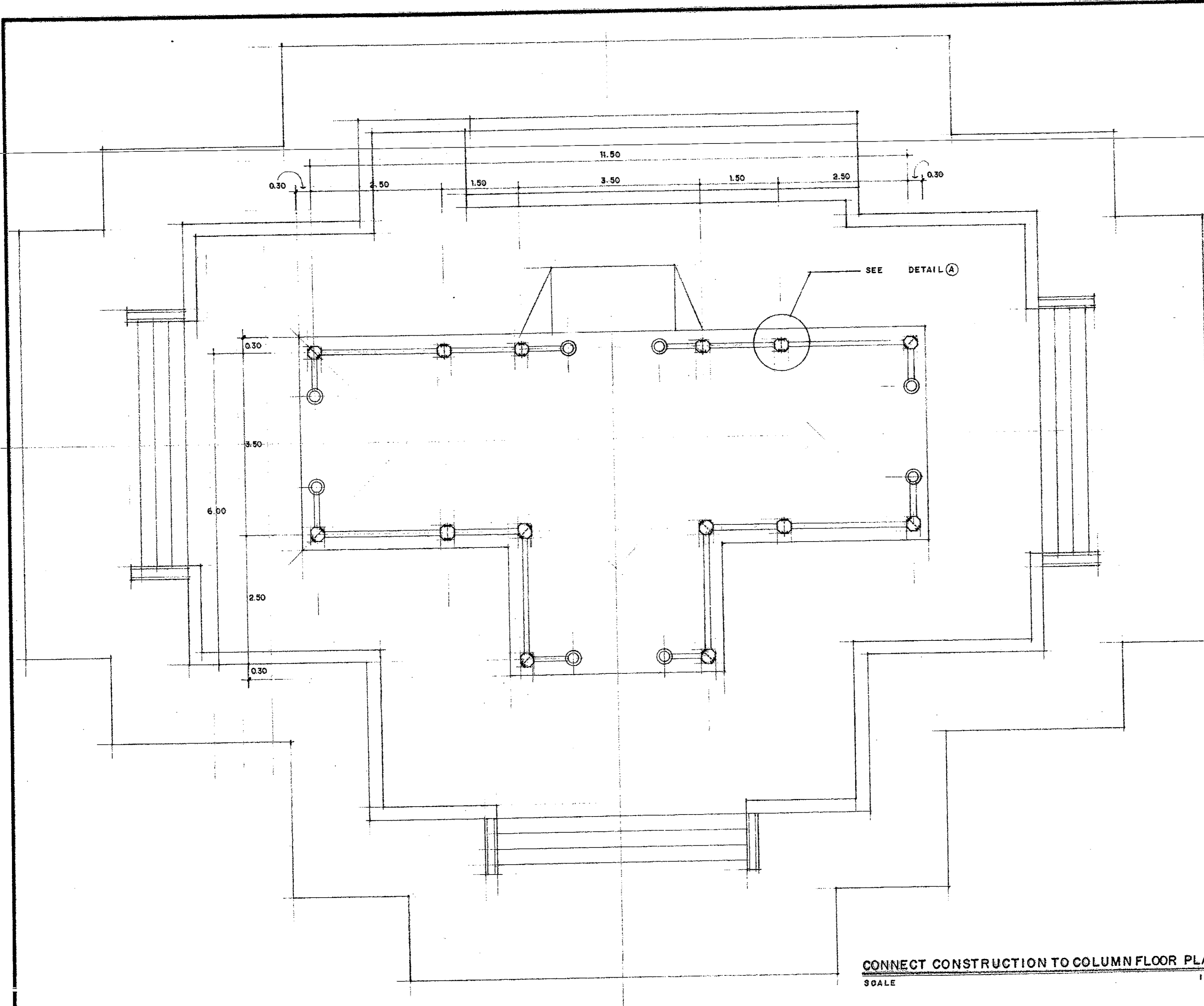
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างเขียน	
ส่วนจิตรกรรมและศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มณฑลนคร	
ส่วนมณฑลศิลป์	
วิศวกรไฟฟ้า	
วิศวกรสุขาภิบาล	
วิศวกรโยธา	สุทิน เจริญสวัสดิ์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	เศกฉกรรค์ ปัญญาขันธ์
นายช่างศิลปกรรม	ก่อเกียรติ ทองสุคต
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ.อรุณ เสินสูงเนิน
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	

ผู้อำนวยการสถาบันศิลปกรรม	
อนุมัติ	อธิบดี

แบบแสดง

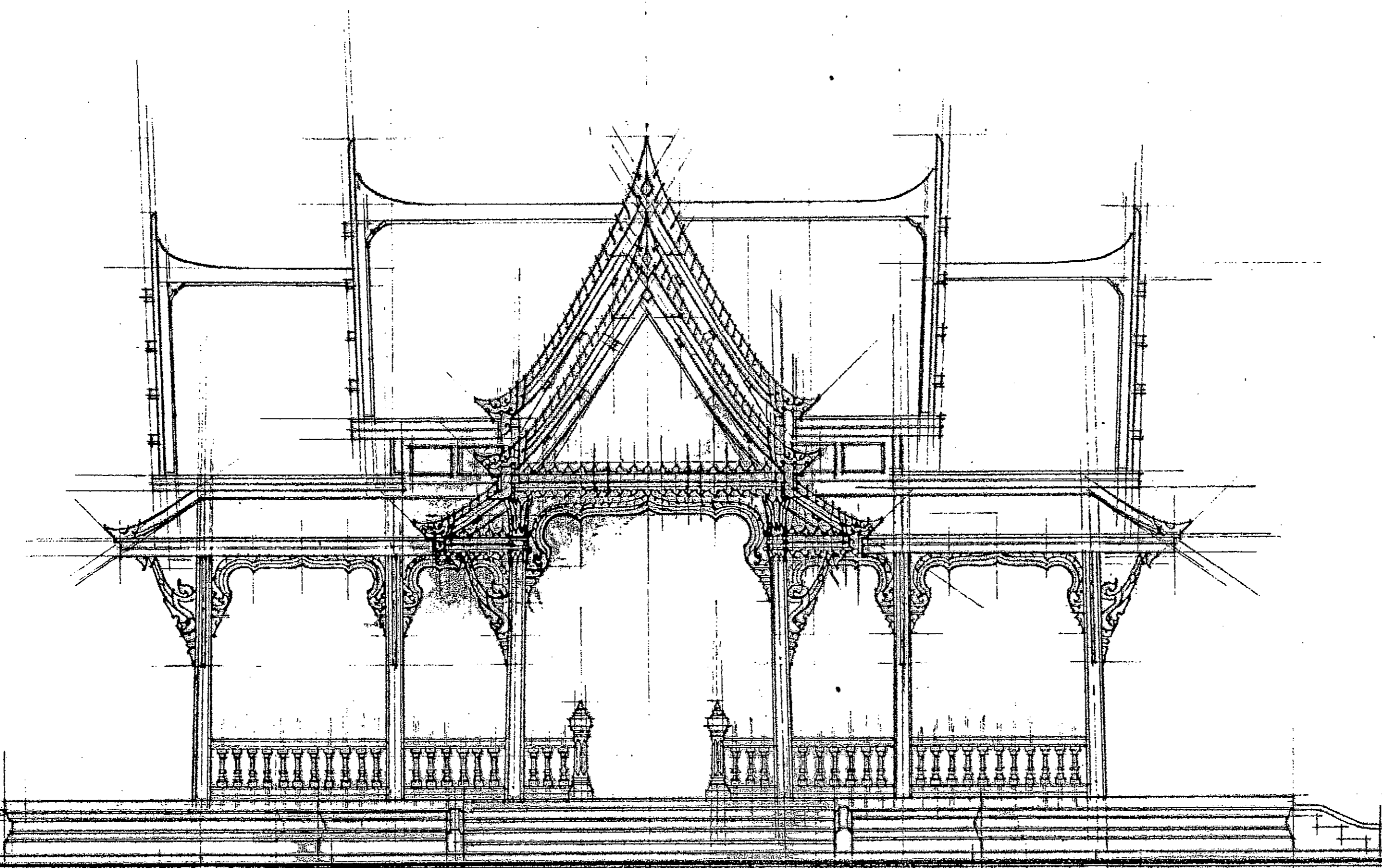
CONNECT CONSTRUCTION
TO COLUMN FLOOR PLAN

มาตราส่วน 1 : 50	แบบหมายเลข S1 2
วันที่ เดือน ปี	



CONNECT CONSTRUCTION TO COLUMN FLOOR PLAN
SCALE 1 : 50

DELIVERY COMPONENT BUILDING
IN THAILAND



ELEVATION
SCALE 1/50



สถาบันศิลปกรรม
กรมศิลปากร

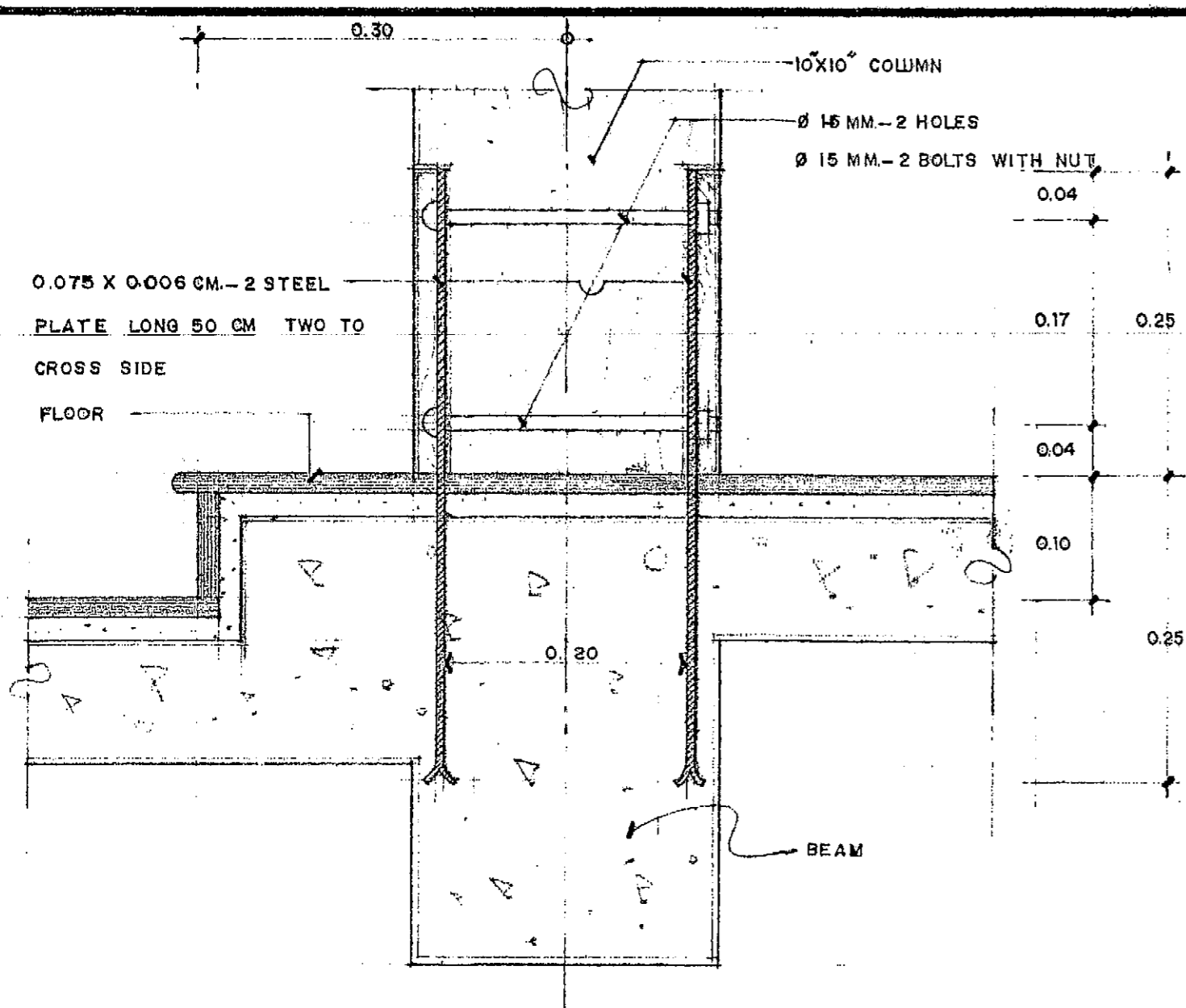
แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A.	
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
ส่วนจิตรกรรม และศิลป์ประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีนาคม	
ส่วนเทคนิคศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมสุขาภิบาล	
วิศวกรรมโยธา	สุวิทย์ วัฒนศิริ
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	กมลเกียรติ วัฒนศิริ
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ. อารุณ เจริญสุขสันต์
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	

อนุมัติ
ศาสตราจารย์ ดร. อธิปไตย

แบบแสดง
ELEVATION 1

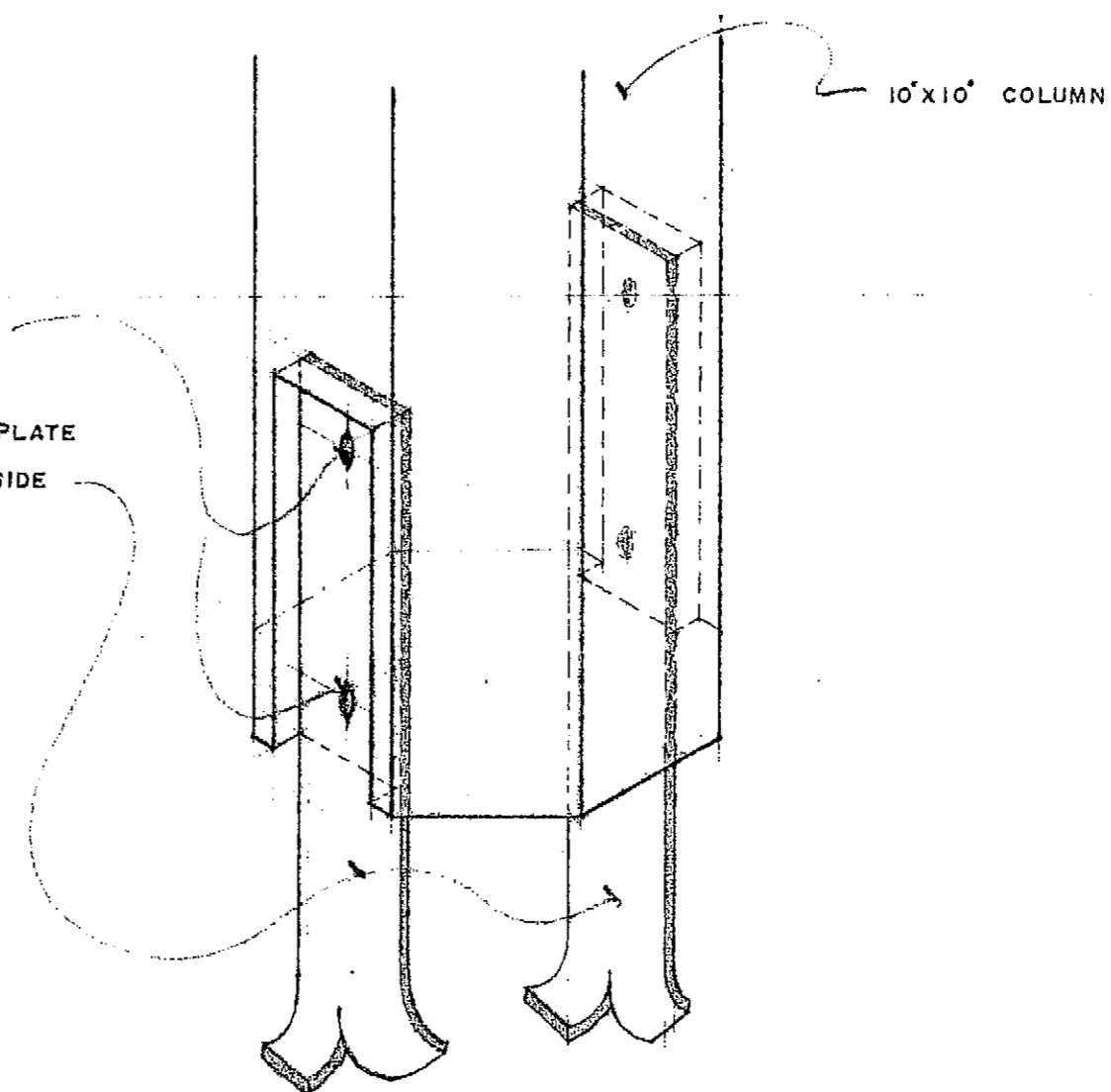
มาตราส่วน 1:50
วันที่ เดือน ปี
แบบหมายเลข 2/8



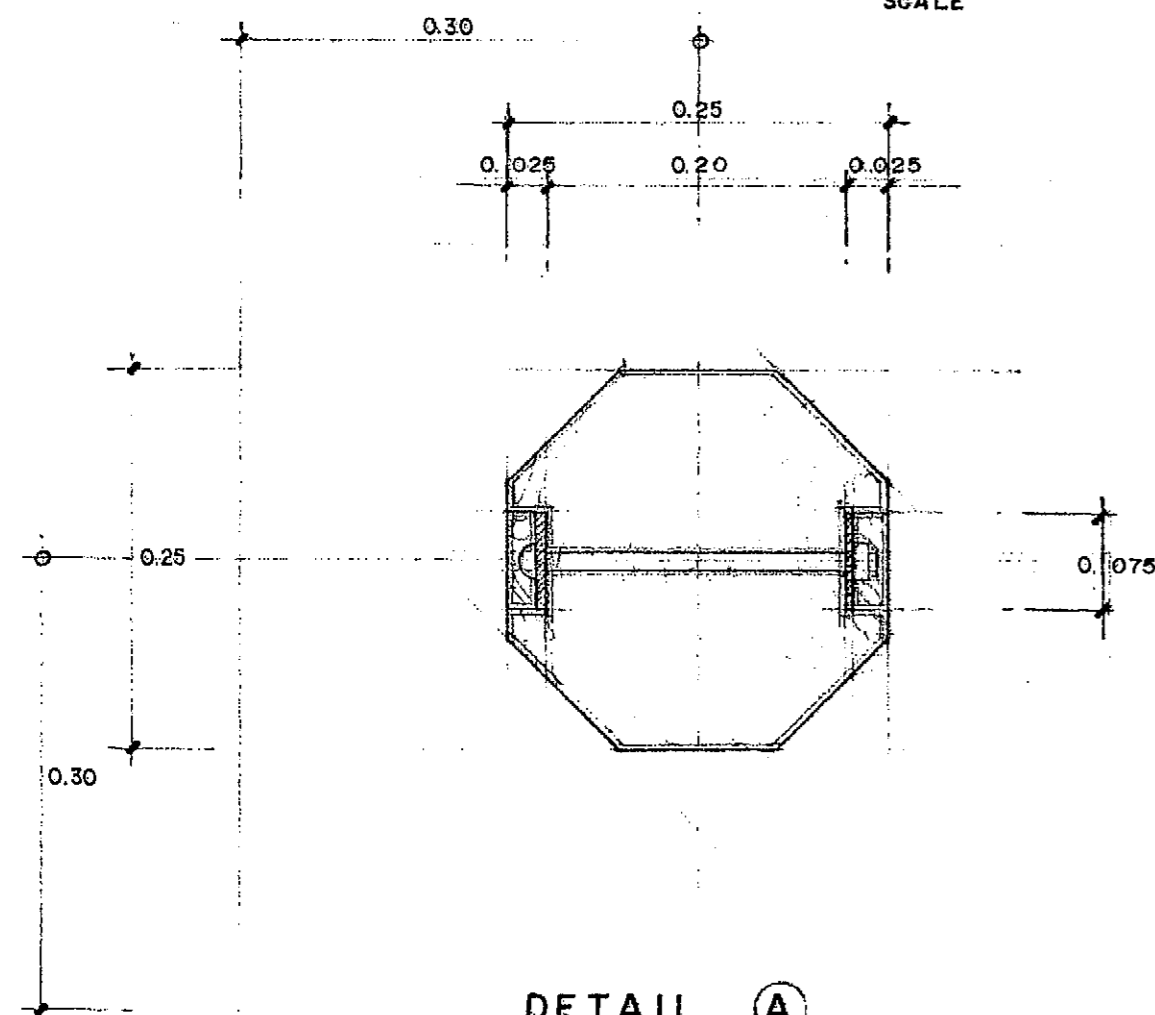
SECTION CONNECT CONSTRUCTION TO COLUMN
SCALE 1/85

Ø 15 MM.- 2 HOLES
Ø 15 MM.- 2 BOLTS WITH NUT

0.075 X 0.006 CM.- 2 STEEL PLATE
LONG 50 CM. TWO TO CROSS SIDE



ISOMETRIC
SCALE 1/85



DETAIL A
SCALE 1/85



สถาบันศิลปกรรม
กรมศิลปากร

แบบ

THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A.

ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
ส่วนจิตรกรรมและศิลป์ประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีนทนาการ	
ส่วนมีนทศิลป์	
วิศวกรไฟฟ้า	
วิศวกรสุขาภิบาล	
วิศวกรโยธา	สุทิน เจริญสวัสดิ์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	เศกฉจรค์ ปัญญาจิมย์
นายช่างศิลปกรรม	ค้อเกษยจติ ทองพุด
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ.อาวุธ เงินชูกลิ่น
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	

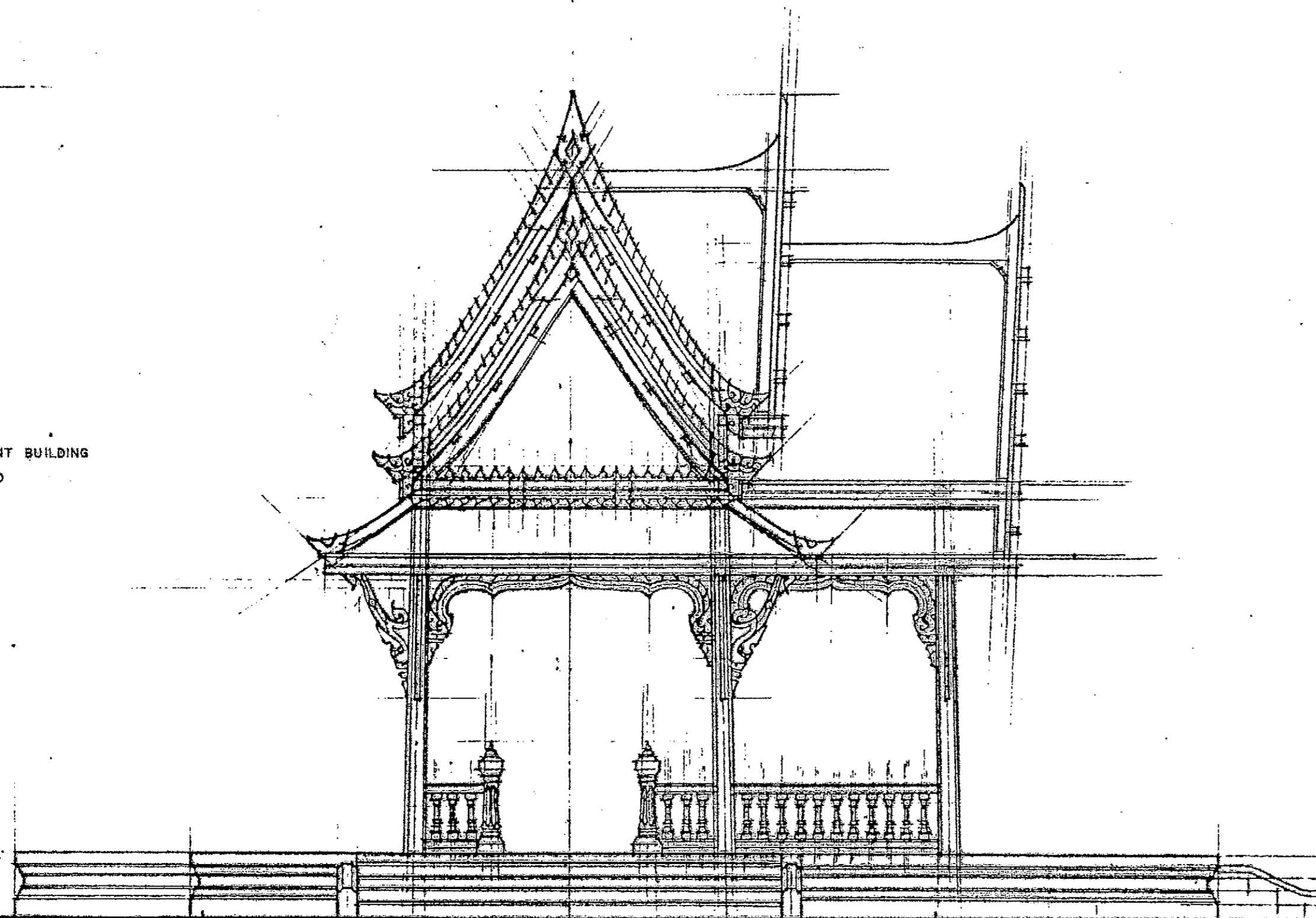
ผู้อำนวยการสถาบันศิลปกรรม

อนุมัติ
อธิบดี

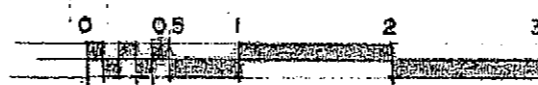
แบบแสดง
DETAIL A

มาตราส่วน 1/85
แบบหมายเลข S2

DELIVERY COMPONENT BUILDING
IN THAILAND



ELEVATION 2
SCALE 1 : 50



สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่	U.S.A.
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างตีเหล็ก	
ส่วนวิศวกรรม และศิลป์ประยุกต์	
วิทยาด้านช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีกหนาก	
ส่วนมีกหนาศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมโยธา	
วิศวกรรมโยธา	สุวิทย์ ใจบุญสวัสดิ์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	ศ.ดร.วิมลรัตน์ ธรรมบุตร
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ. ชาติกร เงินสุกสัน
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	

ผู้อำนวยการสถาบันศิลปกรรม
อนุมัติ
นายช่างเขียนแบบ

แบบแปลน
ELEVATION 2

มาตราส่วน	1 : 50	แบบแปลน 3 8
งานหมายเลข		
วัน เดือน ปี		

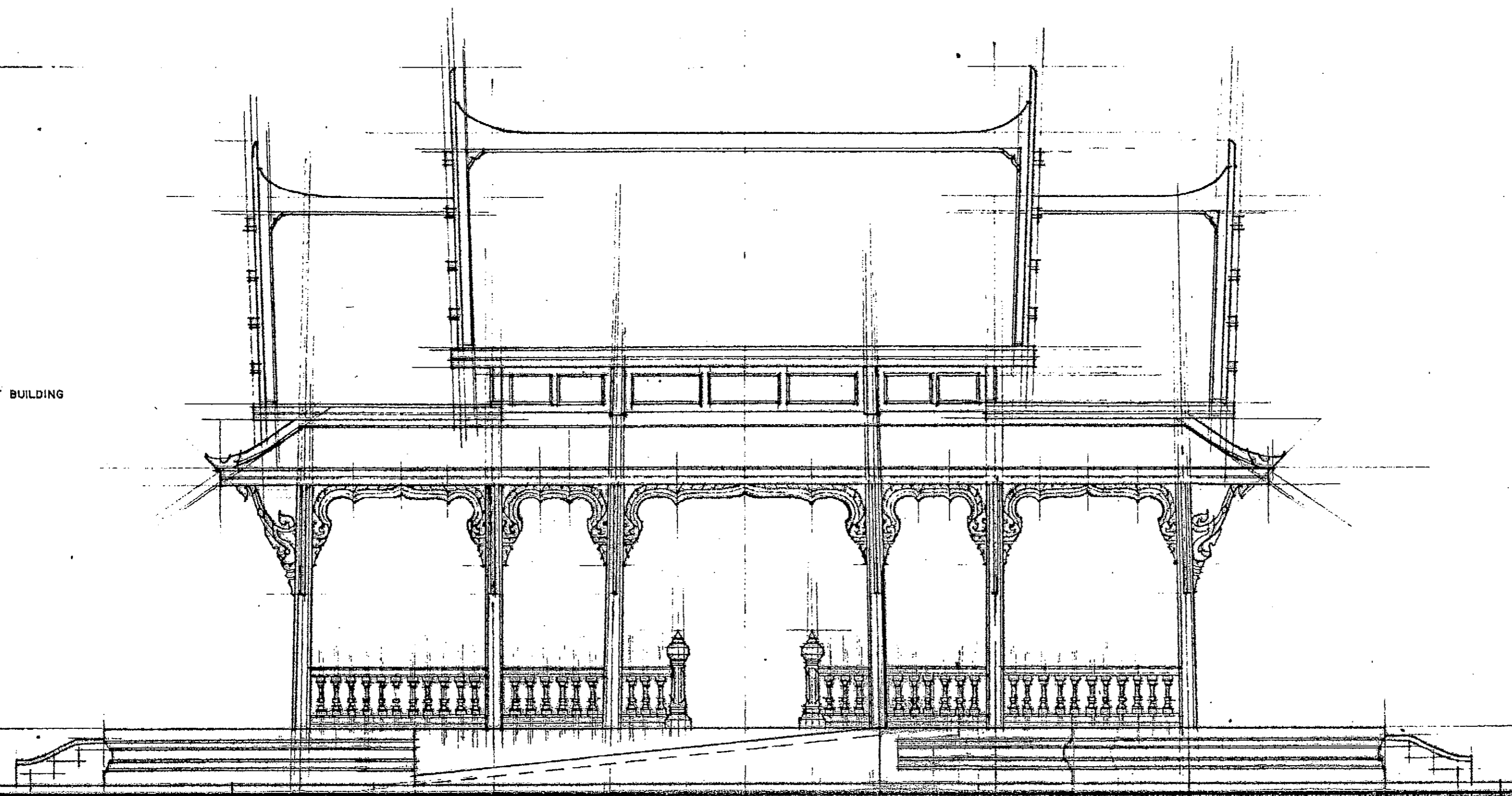


สถาบันศิลปกรรม
กรมศิลปากร

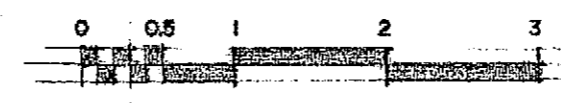
แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A.	
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ตัวประติมากรรม	
ตัวช่างสิบหมู่	
ส่วนศิลปกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีดหมายกร	
ส่วนมีดหมายศิลป์	
วิศวกรไฟฟ้า	
วิศวกรสุขาภิบาล	
วิศวกรโยธา	สุทิน เจริญสวัสดิ์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	ศิวเกียรติ ทองสุคต
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ. อารุณ เงินสุกชั้น
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	

DELIVERY COMPONENT BUILDING
IN THAILAND



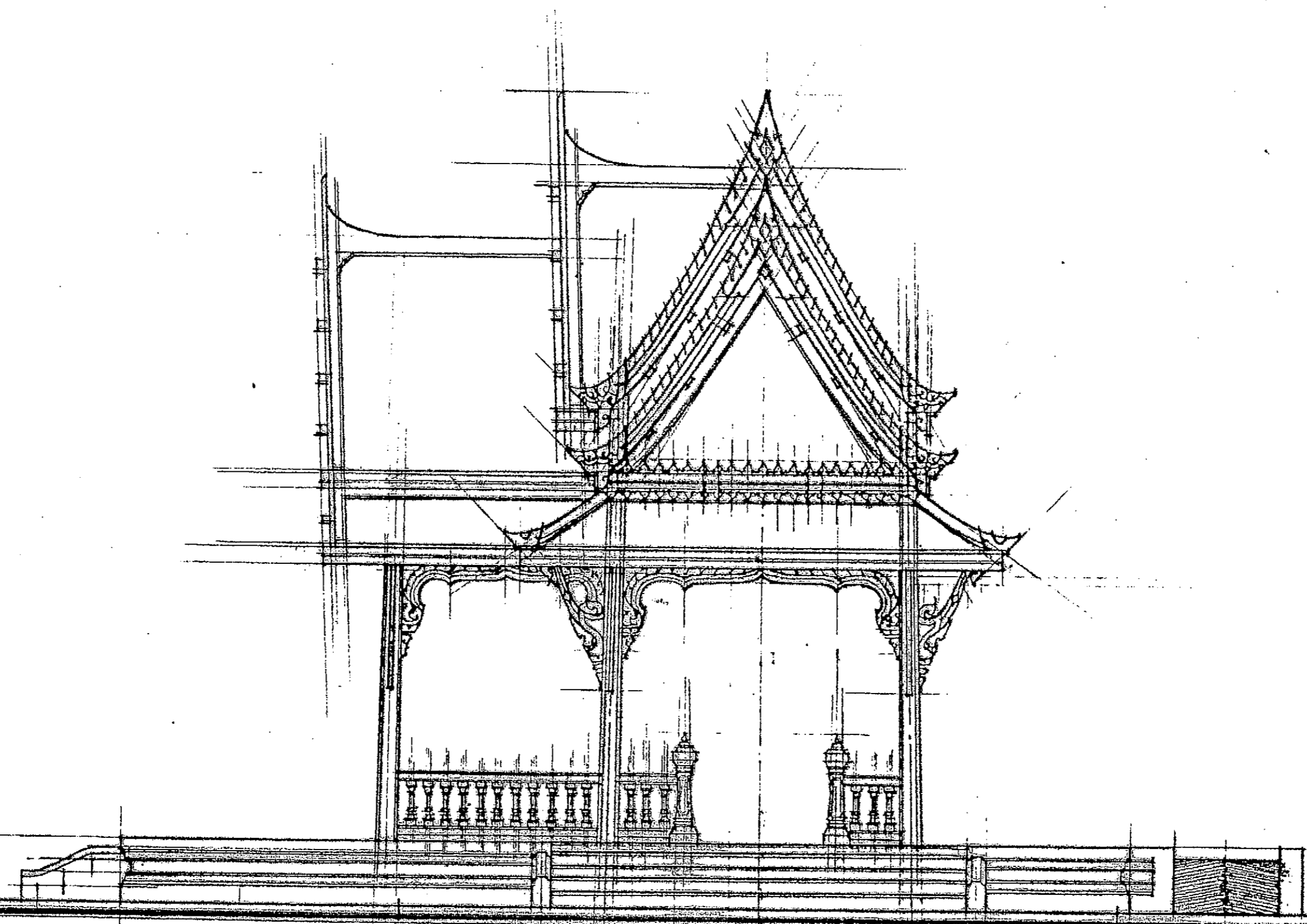
ELEVATION 3
SCALE 1 : 50



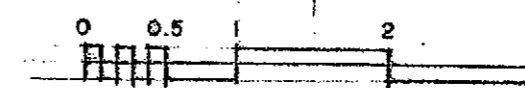
ELEVATION 3

ขนาดตัวหนังสือ 1 : 50	แบบหมายเลข 4/8
จำนวนแผ่น	
วัน เดือน ปี	

DELIVERY COMPONENT BUILDING
IN THAILAND



ELEVATION
SCALE 1 : 50



สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A

ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
สวนประติมากรรม	
ช่างเขียนแบบ	
ช่างศิลปกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีนาคม	
ส่วนมันเทศศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมสุขาภิบาล	
วิศวกรรมโยธา	สุเทพ เจริญสวัสดิ์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	กมลเกียรติ ทองบุญชู
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ. อารุส เงินสูงลิ้น
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	

ผู้อำนวยการสถาบันศิลปกรรม

อนุมัติ
ท.อ. อารุส เงินสูงลิ้น อธิบดี

แบบแสดง

ELEVATION 4

มาตราส่วน 1 : 50	แบบหมายเลข
งานหมายเลข	5 / 8
วัน เดือน ปี	



สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON.

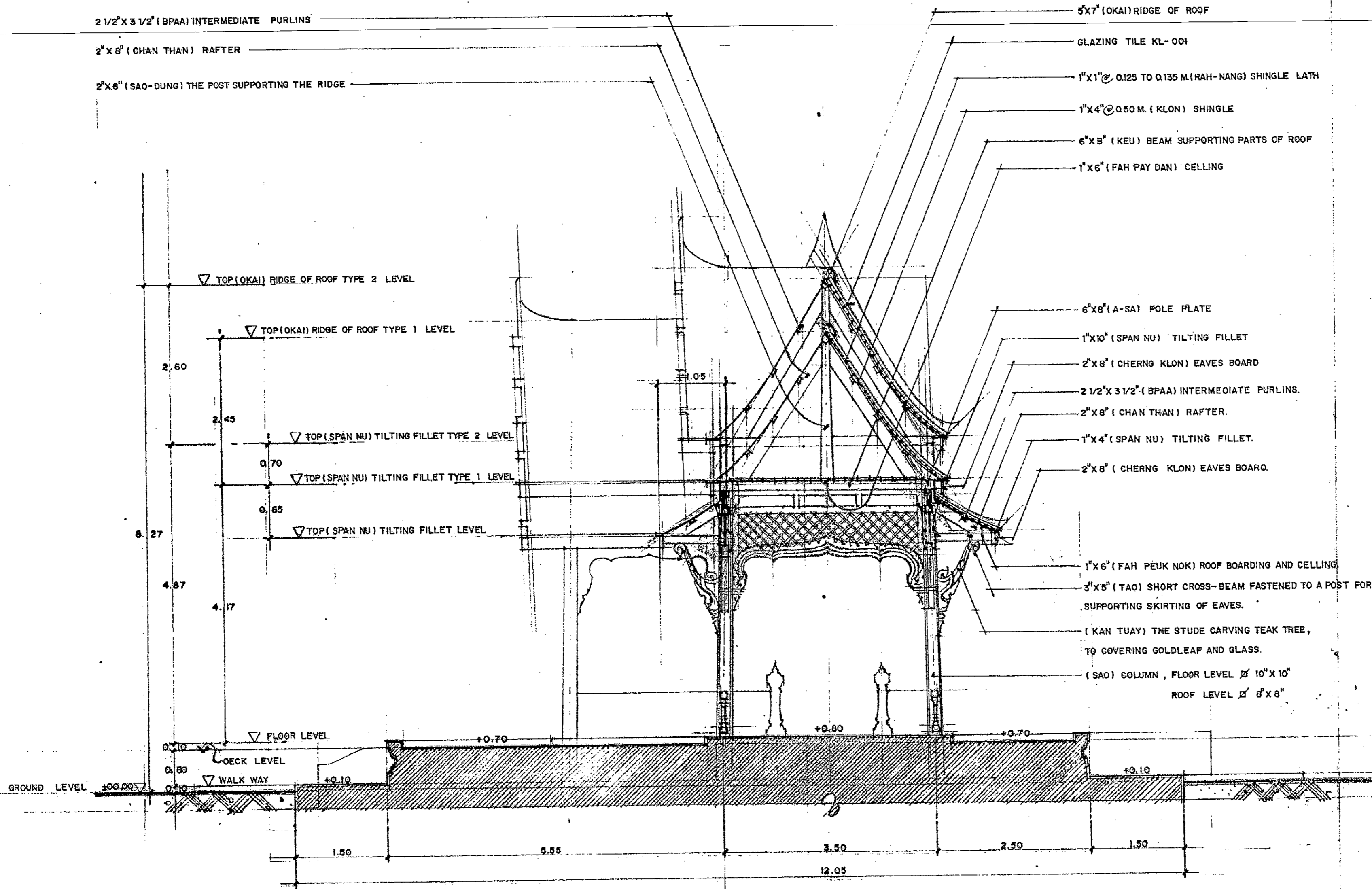
สถานที่: U.S.A.

ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
ส่วนศิลปกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มอดหมายกร	
ส่วนมอดหมายศิลป์	
วิศวกรไฟฟ้า	
วิศวกรสุขาภิบาล	
วิศวกรโยธา	อุทัย ฤทธิพิบูลย์
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	ถนัดเกียรติ ทองบุตร
ฝ่ายเขียนแบบ	
สถาปนิก	น.อ. อารุส เสงี่ยมสิน
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	

อนุมัติ
พ.อ. ๑ / พ.พ.อ. ๒
อธิบดี

แบบแสดง
SECTION

มาตราส่วน 1 : 50
แบบหมายเลข 6/8
วัน เดือน ปี



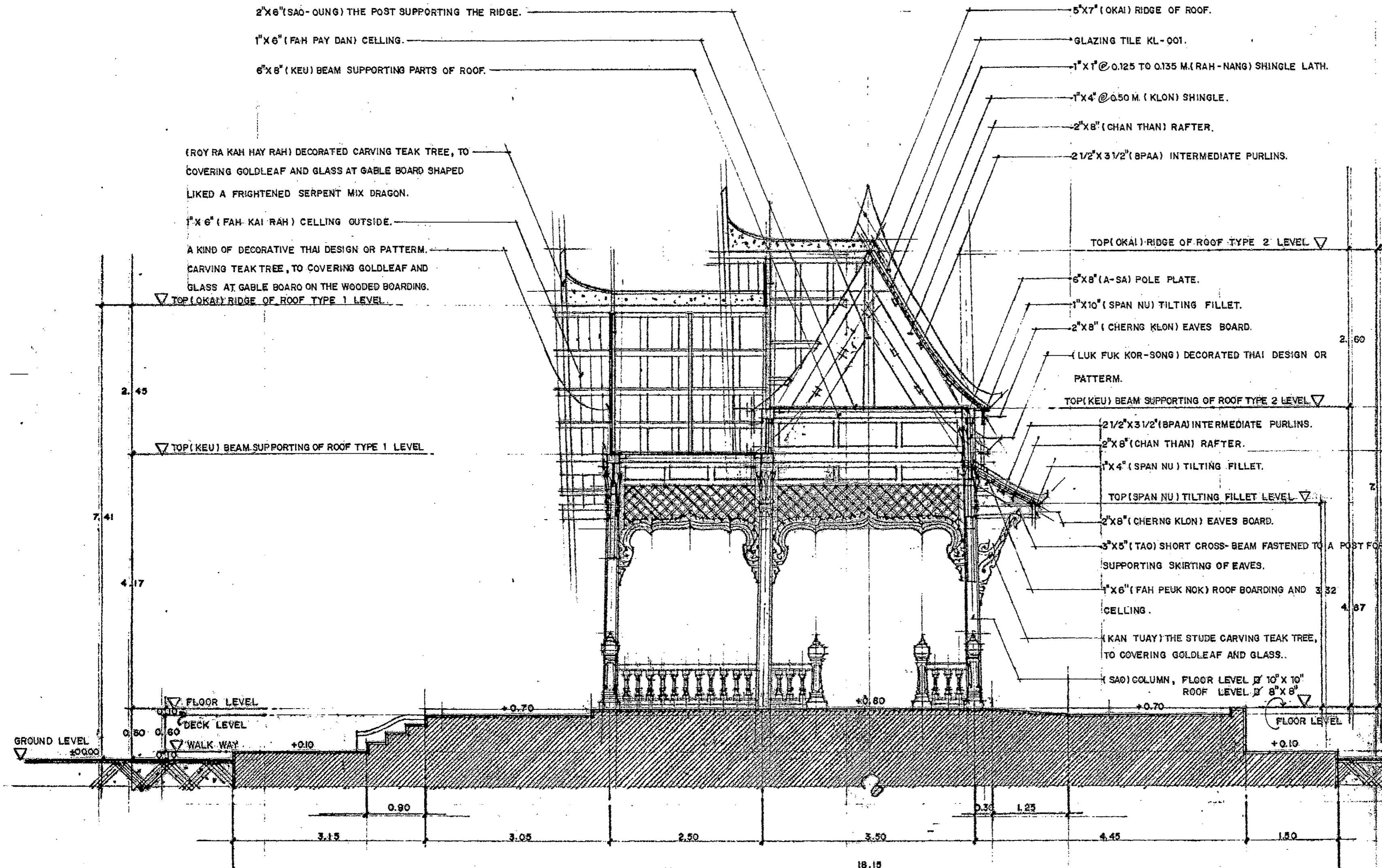
SECTION
SCALE 1 : 50



สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THAI PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON.

สถานที่: U.S.A.	
ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
ส่วนศิลปกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
มีแผนการ	
ส่วนมีแผนศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมสุขาภิบาล	
วิศวกรรมโยธา	อุทก วิชาโยธา
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	กมลเกียรติ - ทอมมูต
ฝ่ายเขียนแบบ	
สถาปนิก	บ.ธ.อรุณ วิชาโยธา
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	
อนุมัติ	ผ.อ. วิชาโยธา



SECTION A-A
SCALE 1:50

SECTION A-A

มาตราส่วน 1:50	เลขที่แบบแปลน
งานหมายเลข	8
วัน เดือน ปี	

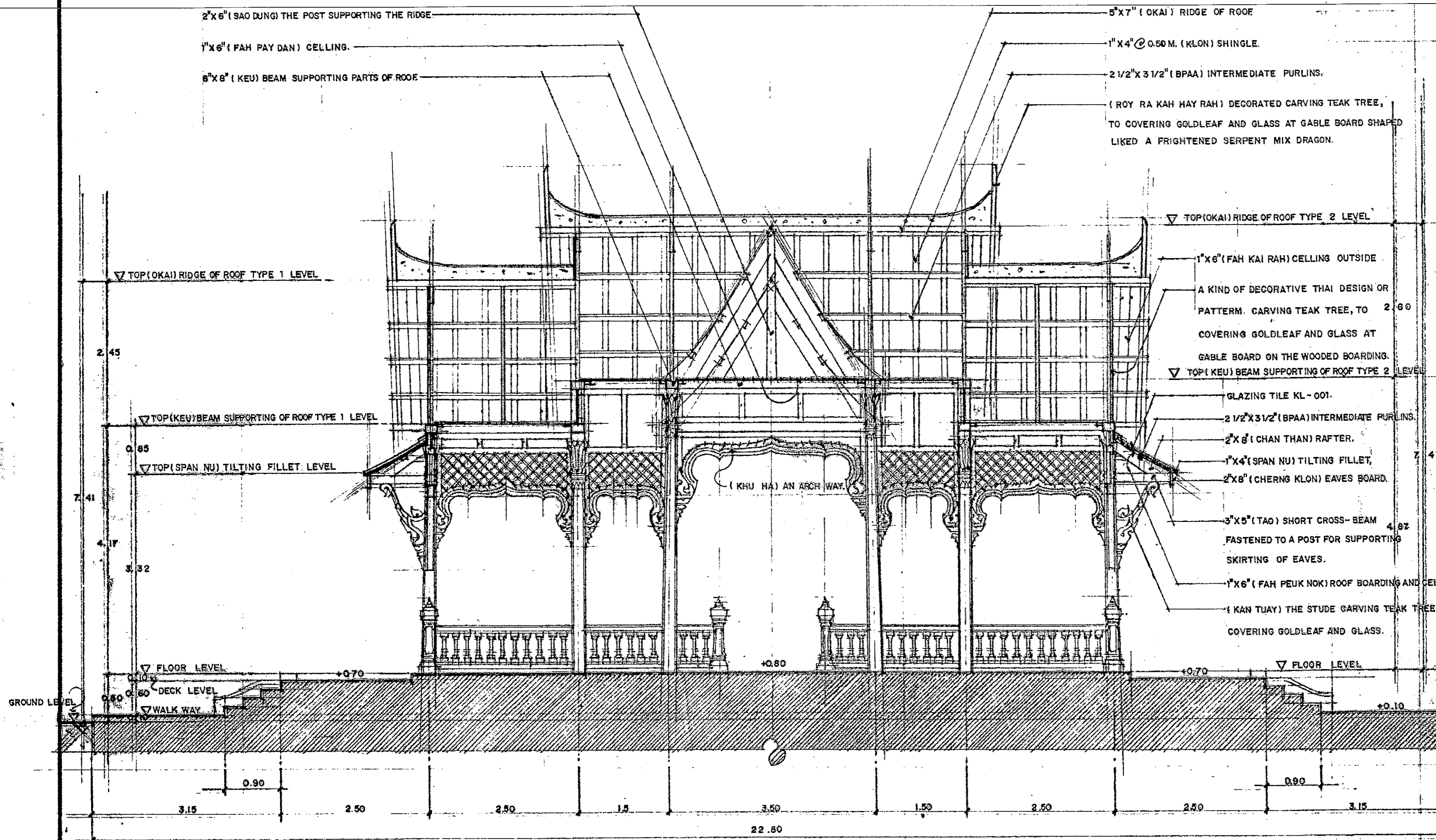


สถาบันศิลปกรรม
กรมศิลปากร

แบบ
THA I PAVILION (SAH LAH THAI)
UNIVERSITY OF WISCONSIN - MADISON

สถานที่: U.S.A.

ช่างศิลปกรรม	
นายช่างศิลปกรรม	
นักวิชาการช่างศิลป์	
จิตรกร	
ประติมากร	
ส่วนประติมากรรม	
ส่วนช่างสิบหมู่	
สำนักศิลปกรรม และศิลปประยุกต์	
วิทยาลัยช่างศิลป์	
นายช่างสำรวจ	
ฝ่ายสำรวจ	
ส่วนเทคนิคช่าง	
ชั้นแผนกช่าง	
ส่วนฝึกหัดศิลป์	
วิศวกรรมไฟฟ้า	
วิศวกรรมสถาปัตย์	
วิศวกรรมโยธา	
ส่วนวิศวกรรม	
นายช่างเขียนแบบ	
นายช่างศิลปกรรม	ก้องเกียรติ ทองสุข
นายช่างเขียนแบบ	
สถาปนิก	น.อ. อภิรักษ์ วัฒนสุวัฒน์
สถาปนิกผู้ช่วย	
ภูมิสถาปนิก	
ส่วนสถาปัตยกรรม	
ผู้อำนวยการสถาบันศิลปกรรม	



SECTION B-B
SCALE 1:50

อนุมัติ	น.อ. อภิรักษ์ วัฒนสุวัฒน์
แบบแปลน	
SECTION	B-B
มาตราส่วน	1:50
งานหมายเลข	8
วัน เดือน ปี	ธันวาคม ๒๕

Olbrich Botanical Gardens

Thai Pavilion: Repair Report

Prepared by Jeff Epping, Director of Horticulture

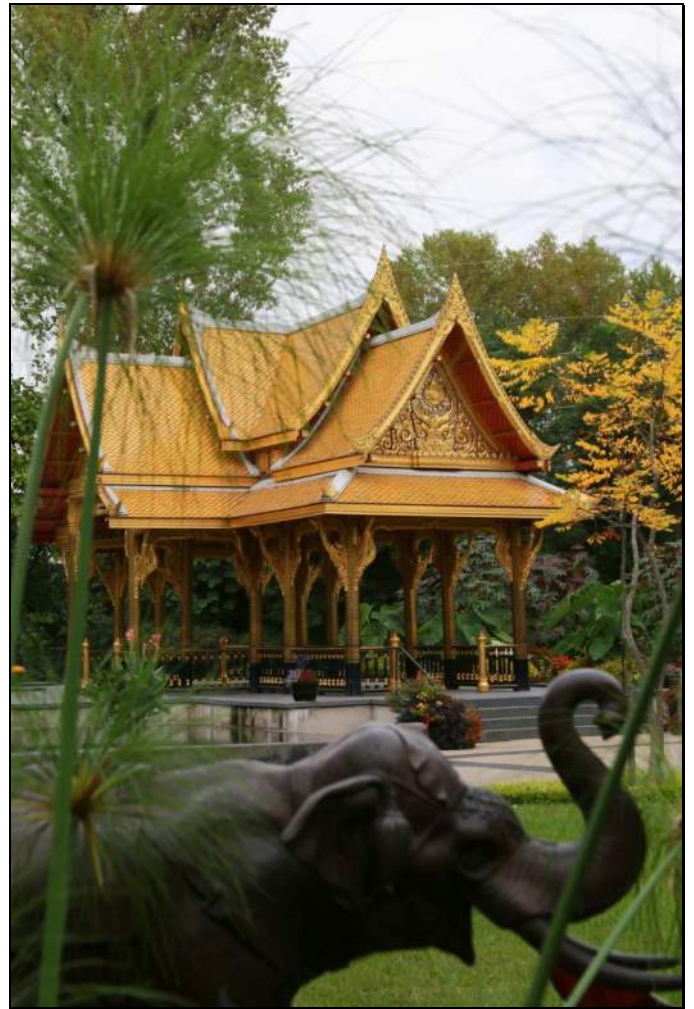
The Thai Pavilion was a gift to the University of Wisconsin-Madison from the Thai Government and the Thai Chapter of the Wisconsin Alumni Association. The pavilion was built in Thailand by skilled craftsman under the direction of the Thai Fine Arts Commission and transported to Madison in the spring of 2001. Eleven Thai artisans arrived in Madison to erect the pavilion in the new Thai Garden on the infamous day of September 11, 2016. The artisans erected the pavilion on site for the next five weeks as the gardens were planted and visitors have enjoyed both for the last 15 years.

The Thai Pavilion and Garden are now a main visitor's attraction for people who visit Madison from all across the county and the world. The pavilion has become a symbol of peace and friendship with the people of Thailand, with over 3 million visitors coming to see its beauty since the garden was opened in 2002.

This report has been prepared to illustrate the repairs that need to be made to the Thai Pavilion at Olbrich Botanical Gardens. The structural integrity of the pavilion at this time is excellent, however architectural detailing has deteriorated over the last 15 years and the roof is leaking and in need of repair. Due to the failing roof flashing, water is penetrating the roof attic and saturating the ceiling boards on a continual basis. It is imperative that these repairs be made as soon as possible to protect the entire structure from damage and rot.

Beyond the major roof problem, most other repairs are less critical, but failing finishes are allowing moisture and ultra-violet radiation to reach bare wood, opening it up to deterioration and decay.

If repairs need to be made in stages, the roof would be top priority, followed by paint and gold leaf repairs to the parts of the structure that are continually exposed to the sun and rain. Interior repairs could be made in the last phase of the renovation project, since they will be protected from destructive elements and rapid decay once the roof is repaired.



We are very concerned about preserving the artistic integrity of the Thai Pavilion and it is our hope that the Thai artisans can come to Olbrich to work on the rejuvenation project to assure that the repairs are made in keeping with traditional Thai craftsmanship. We do not have any local contractors with the skills to repair the many decorative elements of the structure, but do have an excellent contractor that can make the repairs to the roof. In fact, the contractor we would like to hire has proposed a system using innovative techniques and state of the art products that will both respect the authenticity of the structure and assure the repairs will outlast the system that was used originally. We think it would be a great educational opportunity for the Thai artisans to work with our local contractor to learn the new system, so they may utilize the technique back in Thailand. The partnership of craftsman from our two countries would be a great opportunity for cultural exchange and further strengthen and promote the friendship between the community of Madison and the state of Wisconsin with the country of Thailand.

THE ROOF

Water is penetrating the roof through missing roof tiles and failing roof flashing and entering the attic and saturating the ceiling boards on a regular basis after a rain or snow fall.

The roof flashing has deteriorated significantly, to the point that moisture from rain and melting snow is penetrating the metal sheathing and reaching the wooden structure below. The roof flashing is made of lead sheeting, which was verified by Richard Horan of *Assurance Inspection Services*, a Wisconsin licensed lead inspector.

The lead flashing will have to be removed and disposed of by a certified lead abatement contractor and replaced with another material. It was suggested to us by Larry Statz of *Statz Painting and Decorating* that the sheathing be replaced with a solid composite material. The estimate for the work is \$55,000 for both the lead removal and fabrication and installation of the new flashing.

Roof Flashing and Tiles:



Fig. 1 – missing roof tiles need to be replaced



Fig. 2 – ridge roof flashing pulling away from tiles



Fig. 3 – flashing curled and wood exposed allowing water to penetrate the attic and ceiling



Fig. 4 – deteriorated flashing

Roof Flashing and Tiles:



Fig. 5 – deteriorated lead flashing – loose pieces peeling exposing bare wood below



Fig. 6 – deteriorated flashing



Fig. 7 – deteriorated lead flashing and paint

Architectural Details

Mirror and glass pieces:



Fig. 8 – missing silver mirror squares (black squares). South-facing gable end of sala

Mirror and glass pieces:



Fig. 9 – missing multi-colored glass pieces on all columns

Fig. 10 – missing multi-colored glass pieces on all columns – gray areas are adhesive without glass

Sala Ceiling Paint:

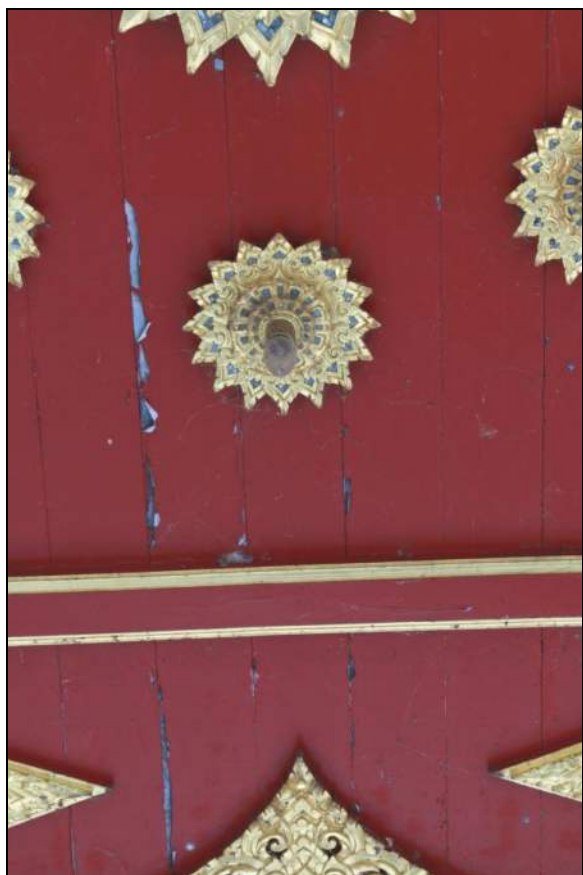


Fig. 11 – peeling paint inside – sala ceiling

Columns & Railings:



Fig. 12 – Column base – wood checking



Fig. 13 – close-up of column base

Columns & Railings:



Fig. 14 – railing post cap



Fig. 16 – railing bottom



Fig. 15 – railing top

Peeling Paint and Goldleaf:



Fig. 17 – east side of sala

Peeling Paint and Goldleaf:



Fig. 18 – north end of sala roof



Fig. 21 – wood splitting on west gable end



Fig. 19 – decorative roof pieces – north end of sala



Fig. 20 – peeling paint – east side of sala



Fig. 22 – close-up

Peeling Paint and Goldleaf:



Fig. 23 – peeling paint on east side of sala

Wood Splitting:



Fig. 24 – close-up of splitting wood – west end of sala