



CITY OF
SUN PRAIRIE
Wisconsin

CITY OF SUN PRAIRIE

CONTRACT FOR

PROFESSIONAL SERVICES

Contract #: 23-LIB01

Title: Owner's Representative (OR) Services for Sun Prairie
Public Library Expansion & Renovation Contract (Full Design)

Department: Sun Prairie Public Library

Start Date: Thursday, January 19, 2023

End Date: Sunday, March 31, 2024

TABLE OF CONTENTS

I. NOTICE TO CONTRACTORS	3
A. PARTIES	3
B. PURPOSE.....	3
C. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.....	3
D. TERM AND EFFECTIVE DATE.....	3
E. ENTIRE AGREEMENT	4
F. ASSIGNABILITY/SUBCONTRACTING	4
G. DESIGNATED REPRESENTATIVE	4
H. PROSECUTION AND PROGRESS	4
I. AMENDMENT	5
J. EXTRA SERVICES	5
K. NO WAIVER.....	5
L. NON-DISCRIMINATION	5
M. SEVERABILITY	6
N. NOTICES.....	6
O. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.....	6
P. GOODWILL	6
Q. THIRD PARTY RIGHTS	7
R. AUDIT AND RETAINING OF DOCUMENTS	7
S. CHOICE OF LAW AND FORUM SELECTION	7
T. COMPLIANCE WITH APPLICABLE LAWS.....	7
U. CONFLICT OF INTEREST	7
V. COMPENSATION	7
W. BASIS FOR PAYMENT.....	8
X. DEFAULT/TERMINATION	9
Y. INDEMNIFICATION	9
Z. INSURANCE	10
AA. OWNERSHIP OF CONTRACT PRODUCT.....	13
BB. PUBLIC RECORD LAW COMPLIANCE.....	13
CC. LIVING WAGE (Applicable to contracts exceeding \$5000).....	14
DD. WEAPONS PROHIBITION.....	14
EE. IT NETWORK CONNECTION POLICY	14
FF. AUTHORITY	14
GG. COUNTERPARTS, CONTRACT DELIVERY	14
II. SCOPE OF SERVICES	15
III. REQUIRED FORMS FROM CONTRACTOR	16

CONTRACT FOR PURCHASE OF SERVICES

I. NOTICE TO CONTRACTORS

A. PARTIES

This is a contract between the City of Sun Prairie, located in Dane County, Wisconsin, hereinafter referred to as “City”, and Vendor Name, of TBD City , TBD State, hereinafter referred to as “Contractor”. The project is funded by the City and the Sun Prairie Public Library (SPPL) has oversight.

The Contractor is a:

(To be completed by Contractor and copy of Contractor’s W9 shall be given to the City of Sun Prairie Finance Department)

- Corporation
- General Partnership
- Limited Liability Company
- LLP
- Sole Proprietor
- Unincorporated Association
- Other: _____

B. PURPOSE

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

C. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): Based on RFQ responses and library priorities. Payments shall be made quarterly. Scope of Services is detailed in Section II.

D. TERM AND EFFECTIVE DATE

This contract shall become effective upon execution by the Mayor, on behalf of the City of Sun Prairie, 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 Sun Prairie. The term of this contract shall be from **Thursday, January 19, 2023** to **Sunday, March 31, 2024** with the option to extend for one (1) additional year period upon the same or more favorable terms and conditions, and under mutual agreement of both parties.

E. ENTIRE AGREEMENT

This contract for purchase of services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

F. ASSIGNABILITY/SUBCONTRACTING

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

G. DESIGNATED REPRESENTATIVE

1. Contractor designates TBD Agent as contract agent with primary responsibility for the performance of this contract. In case this contract agent is replaced by another for any reason, the Contractor will designate another contract agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set for in Section O, Notices.
2. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section Y, at its option.

H. PROSECUTION AND PROGRESS

1. Services under this agreement shall commence upon written order from the City to the contractor. This order will constitute authorization to proceed.
2. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
3. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

4. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the city with each invoice under Section X of this agreement, and at such other times as the City may specify.
5. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

I. AMENDMENT

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

J. EXTRA SERVICES

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section X. 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 C, 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 W, unless the contract is amended as provided in Section I above.

K. NO WAIVER

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

L. NON-DISCRIMINATION

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer's premises during nonworking hours.

M. 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.

N. 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, to the addresses of the parties listed below:

FOR THE CITY:

Svetha Hetzler

Sun Prairie Public Library, 1350 Linerud Drive

Sun Prairie, WI 53590

FOR THE CONTRACTOR:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

O. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING

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

Contractor shall provide its taxpayer identification number (or social security number) to the City of Sun Prairie Finance Department, 300 East Main Street, Sun Prairie, WI. 53590, prior to payment. The Contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

P. GOODWILL

Any and all goodwill arising out of this contract insures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

Q. 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.

R. AUDIT AND RETAINING OF DOCUMENTS

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

S. 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.

T. COMPLIANCE WITH APPLICABLE LAWS

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

U. CONFLICT OF INTEREST

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

V. COMPENSATION

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$ Include full dollar amount (not to exceed) and quarterly payment schedule for full design phase.

W. BASIS FOR PAYMENT

1. GENERAL

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

2. 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 O, NOTICES.
- 2) The City may, by written order, request extra services or decreased services, as defined in Section J of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the

services within the time limits specified in the Scope of Services, Section C of this Agreement, including any amendments under Section I of this Agreement.

- 3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section O of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- 4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

X. DEFAULT/TERMINATION

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

Y. INDEMNIFICATION

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Z. INSURANCE

INSURANCE REQUIREMENTS

(Professional)

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor/Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,00 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Contractor/Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Contractor/Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises occupied or used by the Contractor(s); and vehicles owned, leased, hired or borrowed by the Contractor(s).
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty ((30) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
7. Such liability insurance shall indemnify the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24-month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain exclusions for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Sun Prairie, and shall have a minimum A.M. Best's rating of A- VII.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Sun Prairie Finance Department, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work – Until the completion and final acceptance by the City of Sun Prairie of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

AA. OWNERSHIP OF CONTRACT PRODUCT

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

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

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

BB. PUBLIC RECORD LAW COMPLIANCE

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contacts.

1. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever

kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

2. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

CC. LIVING WAGE (Applicable to contracts exceeding \$5000)

Unless exempt, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than minimum hourly wage.

DD. 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. The 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 employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

EE. IT NETWORK CONNECTION POLICY

If this Contract includes services such as software support, software maintenance, network services, system development services and/or will require a network connection to the City network, is hereby incorporated and made a part of this contract and Contractor agrees to comply with the City's computer use policy.

FF. 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 s/he has been duly authorized to bind the Contractor and sign this contract on the Contractor's behalf.

GG. COUNTERPARTS, CONTRACT DELIVERY

This contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Executed copies of the originally signed contract must be delivered or mailed to the City of Sun Prairie Clerk's Office. Copies of the contract exchanged by facsimile, electronic scanned copy or similar technology shall not be considered a valid signed contract.

II. SCOPE OF SERVICES

The Scope of Work shall include, but not necessarily be limited to the work described herein.

Full-Design (includes Pre-Design and Pre-Pre-Construction)

- Negotiate on the owner's behalf for architectural design contracts.
- Provide comprehensive project management services.
- Coordinate with SPPL to understand procurement requirements, processes and timelines.
- Meet with library director, planning team, architects, SPPL facilities committee, SPPL Board, SPPL Foundation, and City staff (Administration, Finance, Sustainability, Engineering, Public Works, Planning, Utilities, IT, Attorney, and Building Maintenance) to assess facility, zoning, permits, technology, utilities, financial considerations, sustainability goals, and other improvement opportunities that can be addressed by the project.
- Oversee site investigation – ensure feasibility of the property to serve the intended project use, including zoning, land review, and risk analysis.
- Oversee Design Development Process, provide document review in conjunction with owner and committee(s).
- Facilitate design progress meeting with the owner and planning team.
- Maintain project budget.
- Oversee, review, communicate, and submit necessary approvals and permits.
- Participate in project team meetings and committee meetings, as required.
- Provide project milestone scheduling.
- Assist in clarifying and resolving any document discrepancies.
- Perform constructability/technical review of design documents.
- Provide cost estimates during design – assume (3) estimates.
- Develop, and continuously update, overall project schedules for procurement and design.
- Oversee Construction Document Process, provide document review in conjunction with owner and committee(s).
- Development of solicitation bid documents for construction services.
- Assist during bidding process.
- Assist in clarifying and resolving any document discrepancies.
- Interview, analyze, and document team selection proceedings and results.
- Act as center point of communications between Owner and all other team members, including library director, planning team, architects, builders, and library facilities committee
- Presentation and submittal of regular reports to the Library Board and City Council
- Attendance at all required meetings with planning team, committees, Library Board, and City Council.
- Regular check-in meetings with Library Director, frequency to be determined by phase of project.

III. REQUIRED FORMS FROM CONTRACTOR

- A. Vendor's Response
- B. Insurance and Indemnification, including Endorsements
- C. Contract Fees

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

CITY OF SUN PRAIRIE
a municipal government

CONTRACTOR

By: _____
Paul Esser, Mayor

(Name of Contracting Entity)

Date: _____

By: _____
(Signature)

By: _____
Elena Hilby, City Clerk

(Print Name and Title of Person Signing)

Date: _____

Date: _____

Approved as to Form:

By: _____
(Signature)

By: _____
Kathleen McDaniel, City Attorney

(Print Name and Title of Person Signing)

Date: _____

Date: _____

By: _____
Kristin Vander Kooi, City Treasurer

Date: _____