REQUEST FOR PROPOSALS NO. 106142
ALLIANT ENERGY CENTER MASTERPLAN
ALLIANT ENERGY CENTER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN

Opening Date: JANUARY 18, 2007
Time: 2:00 P.M.
Location: ROOM 425, CITY-COUNTY BUILDING

FOR INFORMATION ON THIS PROPOSAL, PLEASE CONTACT:

JOHN SCHRAUFNAGEL, PROJECT ENGINEER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/266-4798
FAX NO.: 608/267-1533
E-MAIL: SCHRAUFNAGEL@CO.DANE.WI.US
December 14, 2006

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 106142 to provide Consulting Services for the Alliant Energy Center Masterplan. The Proposals are due on or before 2:00 PM, Thursday, January 18, 2007. No proposal bond or performance bond is required.

SPECIAL INSTRUCTIONS

Please be sure to submit six copies of the entire Proposal package. Follow these instructions while submitting your Proposal:

1. Your cover page (with title sheet underneath)
2. Place the signed Signature Page as page 1.
3. Place the signed Signature Affidavit after the Signature Page
4. Place the Proposal information after the Signature Affidavit.
5. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
   Proposal # 106142
   Consulting Services/Alliant Energy Center Masterplan
   2:00 PM, Thursday, January 18, 2007

Mail to:
   Francisco Silva
   Dane County Purchasing Division
   210 Martin Luther King, Jr. Blvd., Room 425
   Madison, WI 53703-3344

If any additional information about this Proposal is needed, please call John Schraufnagel at 608-266-4798.

Sincerely,

John Schraufnagel
Assistant Director
Enc.: Request for Proposal Package No. 106142
Dane County Vendor Registration Program

All bidders / proposers wishing to submit a bid / proposal must be a paid registered vendor with Dane County. Prior to the bid / proposal opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608/266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid / proposal to be considered for an award.
COMMODITY / SERVICE: Consulting Services for Alliant Energy Center Masterplan

PROPOSAL INVALID WITHOUT SIGNATURE
THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE PRINTED SPECIFICATIONS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL IS IN CONFORMITY THEREWITH.

SIGNATURE OF PROPOSER REQUIRED: (Do not type or print) DATE:

SUBMITTED BY: (Typed Name) TELEPHONE: (Include Area Code)

COMPANY NAME:

ADDRESS: (Street, City, State, Zip Code)

CONTRACT COMPLIANCE PROGRAM WORKSHEET
Dane County has an established contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.

Contract Compliance Program: Following are abbreviated definitions of ethnic and group codes used by the Contract Compliance Program. See reverse side for full definitions:

DBE Disadvantaged Business Enterprise
MBE Minority Business Enterprise
WBE Women Business Enterprise
ESB Emerging Small Business

Please select the category / categories that best describe your business by marking the letter for each column in the box provided at the bottom of the column:

D DBE B African American L Male E ESB
M MBE H Hispanic American F Female
W WBE N Native American / American Indian
A Asian Pacific American
I Asian-Indian American

I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: ___________________________ Date: ________________

(Signature Page 1 of 2)
Disadvantaged Business Enterprise (DBE)  A small business concern:
1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
2. whose management and daily business operations are controlled by; one or more of the socially and economically disadvantaged individuals who own it.

Socially and Economically Disadvantaged Individuals
1. Any person having a current Section 8 (a) certification from the Small Business Administration is considered to be socially and economically disadvantaged.
2. Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
   A. Women;
   B. Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
   C. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
   D. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
   E. Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, The U. S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
   F. Asian-Indian Americans, which includes persons who origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

Minority Business Enterprise (MBE):  An independent and valid business concern that is owned and controlled by minority person(s).  A minority person or persons must own fifty-one (51%) percent of the business and must control the management daily operation of the business.

Women Owned Enterprise (WBE):  An independent and valid business concern that is owned and controlled by women.  A woman or women must own fifty-one (51%) percent of the business and must control the management daily operation of the business.

Emerging Small Business (ESB)
1. An independent business concern that has been in business for at least one year.
2. Business is located in the State of Wisconsin.
3. Business is comprised of less than 25 employees.
4. Business must not have gross sales in excess of three million over the past three years.
5. Business does not have a history of failing to complete projects.

(Signature Page 2 of 2)
The Dane County Purchasing Division, Room 425, City-County Bldg, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, will receive sealed Proposals until:

2:00 P.M., THURSDAY, JANUARY 18, 2007

PROPOSAL NO. 106142
ALLIANT ENERGY CENTER MASTERPLAN
ALLIANT ENERGY CENTER
MADISON, WISCONSIN

Dane County is inviting Proposals for professional architectural and engineering planning and design services for a complete campus study and master plan. This could develop into design and construction drawings for expansion and/or renovation of existing facilities. Preference will be given to firms with extensive experience in the entertainment and recreation building background. Only firms with these capabilities, experience & expertise should request this packet & submit Proposals.

A Request for Proposals package may be obtained at the Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from www.danepurchasing.com. Please call John Schraufnagel, Project Engineer, at 608/266-4798 for any questions or additional information.

Publish: December 14 & December 21, 2006 - Wisconsin State Journal
December 14 & December 21, 2006 - Western Builder

December 15, 2006 - The Madison Times
Eligibility Requirements

To be considered for this project, the Consultant must meet or exceed the following criteria:

A. Have more than one registered architect/engineer as a responsible member of the firm.

B. Have been in business for a period of not less than five (5) years.

C. Must have been responsible for the design and completion of more than one exhibition hall of at least 75,000 square feet. The selection will be made on experience and current ability to plan and develop sites and buildings for the entertainment, sports, and recreation facilities.

D. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR THE DANE COUNTY ALLIANT ENERGY CENTER MASTERPLAN IN MADISON, WISCONSIN

RFP NO. 106142

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as “OWNER”) and [A/E or Consultant Company Name] (hereafter, “ARCHITECT / ENGINEER”).

ARTICLE 1

ARCHITECT / ENGINEER’S SERVICES

BASIC SERVICES

(1) ARCHITECT / ENGINEER’S Basic Services with respect to design and construction of Dane County Alliant Energy Center Masterplan (hereinafter, “the Project”) shall be as set forth in General Information and Scope of Work sections of Contract Documents.

Schedules are attached hereto, and shall consist of project phases described below, including all usual and customary consulting, architectural, and engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and in General Information and Scope of Work sections of Contract Documents.

STUDY/CAMPUS MASTER PLAN PHASE

(2) ARCHITECT / ENGINEER shall obtain from OWNER information and materials necessary to ascertain scope of the Project and shall verify with OWNER program and functional requirements of the Project.

(3) Based on information, materials and requirements as verified by OWNER, ARCHITECT / ENGINEER shall prepare: 1) Summary Report; 2) Study and; 3) Master Plan
Documents consisting of drawings and other documents illustrating scale and relationship of the Project components. Draft version of Study/Campus Master Plan Documents shall be submitted to OWNER for review, modifications and written approval before submitting Final version.

(4) ARCHITECT / ENGINEER shall submit to OWNER construction cost estimate based on information provided by OWNER and gathered by ARCHITECT / ENGINEER and approved Study and Study/Campus Master Plan Documents.

(5) ARCHITECT / ENGINEER shall not be responsible for providing services not included in this Agreement and not customarily furnished in accordance with generally accepted architectural / engineering practices.

(6) Submit a final report with findings of study and site plan with preliminary building sizes, traffic patterns, and scale and relationship of future Project components.

**DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE – TO BE NEGOTIATED AT A LATER DATE**

(7) Based on approved Study/Campus Master Plan Documents, ARCHITECT / ENGINEER shall prepare Design Development Documents consisting of drawings and other documents to fix and describe size and character of the Project as to specifications, details, materials, components, equipment and systems, including structural, mechanical and electrical systems. Based upon approval of these Design Development Documents, ARCHITECT / ENGINEER shall prepare Drawings and Specifications setting forth in detail requirements for bidding and constructing the Project, including necessary bidding information. Design Development Documents and Drawings and Specifications shall be submitted to OWNER for written Approval.

(8) ARCHITECT / ENGINEER shall advise OWNER of any adjustments to previously submitted construction cost estimate indicated by changes in requirements or general market conditions, and shall obtain OWNER’S written approval of any such changes.

(9) ARCHITECT / ENGINEER shall file proper office documents requiring approval of governmental authorities having jurisdiction over the Project.
ARTICLE 2

OWNER’S RESPONSIBILITIES

(1) OWNER shall provide full information regarding requirements for the Project.

(2) OWNER shall designate, when necessary, representative authorized to act in OWNER’S behalf with respect to the Project. OWNER shall examine documents submitted by ARCHITECT / ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of ARCHITECT / ENGINEER’S services.

(3) OWNER shall pay for necessary testing services, including lab work, soil borings, compaction testing and concrete testing. ARCHITECT / ENGINEER shall supervise such testing.

(4) If OWNER becomes aware of any fault or defect in the Project or non-conformance with Construction Documents, RFP, or this Agreement, OWNER shall give prompt notice thereof to ARCHITECT / ENGINEER and ARCHITECT / ENGINEER shall take prompt action to correct such fault or defects.

(5) OWNER shall expeditiously furnish information required hereunder:

(a) Asbestos / hazardous materials abatement plan;

(b) Phase I Study of facility and project vicinity as performed by CS&L International; and

(c) Existing facility drawings and specifications.

ARTICLE 3

CONSTRUCTION COST

(1) Actual or probable construction cost is not to be used as basis for determining ARCHITECT / ENGINEER’S compensation under this Agreement.
(2) Actual or probable construction cost does not include compensation of ARCHITECT / ENGINEER and ARCHITECT / ENGINEER’S consultants, cost of land, rights-of-way, or other costs which are responsibility of OWNER.

(3) Construction cost estimates prepared by ARCHITECT / ENGINEER represent ARCHITECT / ENGINEER’S best judgment as design professionals familiar with current construction industry. It is recognized, however, that neither ARCHITECT / ENGINEER nor OWNER has any control over cost of labor, materials or equipment, over methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ARCHITECT / ENGINEER does not guarantee that bids will not vary from any construction cost estimates prepared by ARCHITECT / ENGINEER.

(4) There shall be bidding contingency in amount equal to ten percent (10%) of cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase, including any adjustments approved at Construction Documents Phase.

(5) If Bidding or Negotiating Phase has not commenced within six months after ARCHITECT / ENGINEER submits Construction Documents to OWNER, construction cost estimate approved by OWNER at Design Development Phase, including adjustments approved at Construction Documents Phase, shall be adjusted to reflect any change in general level of prices which may have occurred in construction industry for area in which the Project is located. Adjustment shall reflect changes between date of submission of Construction Documents to OWNER and date on which proposals are sought.

(6) If cost of construction set forth in construction cost estimate approved by OWNER at Design Development Phase (including any adjustments approved at Construction Documents Phase plus amount of bidding contingency established hereunder) is exceeded by ten percent (10%) by lowest bona fide bid, OWNER shall:

(a) Give written approval to proceed with the Project at said bid amount; or
(b) Authorize rebidding the Project within reasonable time and cooperate with ARCHITECT / ENGINEER in revising the Project scope and quality to reduce cost of the Project to amount not in excess of cost of construction set forth in construction cost estimate approved at Design Development Phase (including adjustments approved at Construction Documents Phase plus amount of bidding contingency).

(7) In case of (b), ARCHITECT / ENGINEER, without additional charge, shall modify Drawings and Specifications as necessary and as approved by OWNER to reduce cost of the Project prior to rebid. Providing of such service shall be limit of ARCHITECT / ENGINEER’S responsibilities in this regard and, having done so, ARCHITECT / ENGINEER shall be entitled to compensation set forth in this Agreement.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by ARCHITECT / ENGINEER, and cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 5
REIMBURSABLE EXPENSES

(1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by ARCHITECT / ENGINEER, its employees, or professional consultants in interest of the Project and subject to prior written
Reimbursable Expenses shall be directly billed to OWNER and may include following:

(a) Expense of reproducing and mailing Drawings and Specifications for bidding.

(b) Fees paid for securing approval of authorities having jurisdiction over the Project.

(c) On and off site testing.

ARTICLE 6
PAYMENTS TO ARCHITECT / ENGINEER

(1) Fee for the study phase and the schematic design phase of the work to be provided under this Agreement shall be negotiated and awarded as a lump sum.

(2) Fee for the design development phase and the construction documents phase is to be negotiated at a later date and shall be a percent of the cost of work.

(3) Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each Phase shall equal to following for services hereunder:

| Study/Schematic Design Phase | - Lump sum as proposed |
| Design Development & Construction Document Phase | - Percent of construction as negotiated |

(4) Payments for additional services of ARCHITECT / ENGINEER and for Reimbursable Expenses shall be made monthly upon submission by ARCHITECT / ENGINEER of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.
(5) No deductions shall be made from ARCHITECT / ENGINEER’S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

ARTICLE 7
ARCHITECT / ENGINEER’S ACCOUNTING RECORDS

(1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER’S authorized representative at mutually convenient time.

ARTICLE 8
TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by either party upon seven days’ written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.

(2) In event of termination not due to fault of ARCHITECT / ENGINEER, ARCHITECT / ENGINEER shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.

(3) The following shall constitute grounds for immediate termination:

(a) Violation by ARCHITECT / ENGINEER of any State, Federal or local law, or failure by ARCHITECT / ENGINEER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;

(b) Failure by ARCHITECT / ENGINEER to carry applicable licenses or certifications as required by law;
(c) Failure of ARCHITECT / ENGINEER to comply with reporting requirements contained herein; or

(d) Inability of ARCHITECT / ENGINEER to perform the Project provided for herein.

(4) Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out OWNER’S obligations hereunder shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

(5) Completion of Study Phase services does not obligate the OWNER to proceed with the ARCHITECT / ENGINEER to later project phases. The OWNER may terminate this Agreement at the completion of Study Phase services.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Draft version of Study shall become property of OWNER. ARCHITECT / ENGINEER shall furnish OWNER with:

(a) Original unbound copy of Draft version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;

(b) Three (3) regular bound copies of Draft version of Study in 8½ x 11 and / or 11 x 17 format;

(c) Electronic copy of Draft version of Study in Word 2000 (or earlier version) on CD;

(d) Electronic copy of any other files (e.g., AutoCAD 2004, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Study on CD; and

(e) Electronic copy of Draft version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD;
minimize pdf file size by converting files rather creating scan of printouts.

(2) Final version of Study shall become property of OWNER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

(a) Original unbound copy of Final version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;

(b) Four (4) regular bound copies of Final version of Study in 8½ x 11 and / or 11 x 17 format;

(c) Electronic copy of Final version of Study in Word 2000 (or earlier version) on CD;

(d) Electronic copy of any other files (e.g., AutoCAD 2004, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Final version of Study on CD; and

(e) Electronic copy of Final version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather creating scan of printouts.

(3) Drawings and Specifications shall remain property of ARCHITECT / ENGINEER whether the Project for which they are made is executed or not. ARCHITECT / ENGINEER shall furnish OWNER with:

(a) Four (4) regular bound copies of final Schematic Design Phase Documents;

(b) Electronic version of final Schematic Design Phase Documents on CD;

(c) Four (4) regular bound copies of final Design Development Phase Drawings;
(d) Four (4) regular bound copies of final Design Development Phase Project Manual Specifications in 8½ x 11 format;

(e) Electronic version of final Design Development Phase Documents Drawings in AutoCAD 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version) on CD;

(f) Four (4) regular bound copies of 60% Review Construction Document Phase Drawings;

(g) Four (4) regular bound copies of 60% Review Construction Document Phase Project Manual Specifications in 8½ x 11 format;

(h) Electronic version of 60% Review Construction Document Phase Documents Drawings in AutoCAD 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version) on CD;

(i) Four (4) regular bound copies of 95% Review Construction Document Phase Drawings;

(j) Four (4) regular bound copies of 95% Review Construction Document Phase Project Manual Specifications in 8½ x 11 format;

(k) Electronic version of 95% Review Construction Document Phase Documents Drawings in AutoCAD 2004 (or earlier version) and Project Manual in Word 2000 (or earlier version) on CD;

(l) Original tracings of final Construction Document Phase Drawings in reproducible prints;

(m) Two (2) regular bound copies of final Construction Document Phase Drawings;

(n) One (1) regular bound copy of final Construction Document Phase Drawings to be submitted by ARCHITECT / ENGINEER to State of Wisconsin for stamped approval;
(o) Electronic version of final Construction Document Phase Drawings in AutoCAD 2004 (or earlier version) on CD;

(p) Electronic version of final Construction Document Phase Drawings in Adobe PDF 7.0 (or earlier version) on CD;

(q) Original unbound copy of final Construction Document Phase Project Manual Specifications in reproducible 8½ x 11 format;

(r) Two (2) regular bound copies of final Construction Document Phase Project Manual;

(s) One (1) regular bound copy of final Construction Document Phase Project Manual to be submitted by ARCHITECT / ENGINEER to State of Wisconsin for stamped approval;

(t) Electronic version of final Construction Document Phase Project Manual in Word 2000 (or earlier version) on CD; and

(u) Electronic version of final Construction Document Phase Project manual in Adobe PDF 7.0 (or earlier version) on CD;

**ARTICLE 10**

SUCCESSORS AND ASSIGNS

(1) OWNER and ARCHITECT / ENGINEER each binds itself, its partners, successors, assigns and legal representatives to other party to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor ARCHITECT / ENGINEER shall assign, sublet or transfer any interest in this Agreement without written consent of other.
ARTICLE 11
EXTENT OF AGREEMENT

(1) This Agreement, including General Information and Scope of Work sections of Contract Documents included hereto, represents entire integrated agreement between OWNER and ARCHITECT / ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT / ENGINEER.

ARTICLE 12
GOVERNING LAW

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

ARTICLE 13
ARCHITECT / ENGINEER'S LIABILITY INSURANCE

(1) ARCHITECT / ENGINEER shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of ARCHITECT / ENGINEER furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of ARCHITECT / ENGINEER under this paragraph shall survive expiration or termination of this Agreement.
In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, ARCHITECT / ENGINEER shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least $1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, ARCHITECT / ENGINEER shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If ARCHITECT / ENGINEER’S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, ARCHITECT / ENGINEER shall maintain coverage for duration of this Agreement and for six years following completion of this Agreement, and ARCHITECT / ENGINEER shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that ARCHITECT / ENGINEER shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to ARCHITECT / ENGINEER and shall cooperate with ARCHITECT / ENGINEER’S attorneys in defense of action, suit or other proceeding. ARCHITECT / ENGINEER shall furnish evidence of adequate Worker’s Compensation Insurance.

ARCHITECT / ENGINEER’S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of ARCHITECT / ENGINEER’S professional insurance
shall be filed with OWNER prior to commencement of the Project. ARCHITECT / ENGINEER agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from ARCHITECT / ENGINEER. Cessation of insurance coverage shall have no effect on obligations and duties of ARCHITECT / ENGINEER under law or this Agreement.

(4) In case of any sublet of work under this Agreement, ARCHITECT / ENGINEER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of ARCHITECT / ENGINEER.

(5) Parties do hereby expressly agree that OWNER, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER’S Risk Manager taking into account nature of the Project and other factors relevant to OWNER’S exposure, if any, under this Agreement.

ARTICLE 14

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of ARCHITECT / ENGINEER and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.
ARTICLE 15
NONDISCRIMINATION

(1) ARCHITECT / ENGINEER will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. ARCHITECT / ENGINEER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.

(2) ARCHITECT / ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT / ENGINEER, state that all qualified applicants will receive consideration for employment and ARCHITECT / ENGINEER shall include statement to effect that ARCHITECT / ENGINEER is “Equal Opportunity Employer”.

(3) ARCHITECT / ENGINEER will send to each labor union or representative of workers with which ARCHITECT / ENGINEER has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER’S Affirmative Action Officer, advising labor union or workers’ representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) ARCHITECT / ENGINEER shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action
Officer and will permit access to its books, records, and accounts by OWNER and OWNER’S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 16
CIVIL RIGHTS COMPLIANCE

(1) If ARCHITECT / ENGINEER has twenty or more employees and receives $20,000 in annual contracts with OWNER, the ARCHITECT / ENGINEER shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ARCHITECT / ENGINEER shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances. ARCHITECT / ENGINEER shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. ARCHITECT / ENGINEER who has less than twenty employees, but who receives more than $20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ARCHITECT / ENGINEER submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of ARCHITECT / ENGINEER’S Plan is sufficient.
(2) ARCHITECT / ENGINEER agrees to comply with OWNER’S civil rights compliance policies and procedures. ARCHITECT / ENGINEER agrees to comply with civil rights monitoring reviews performed by OWNER, including examination of records and relevant files maintained by ARCHITECT / ENGINEER. ARCHITECT / ENGINEER agrees to furnish all information and reports required by OWNER as they relate to affirmative action and non-discrimination. ARCHITECT / ENGINEER further agrees to cooperate with OWNER in developing, implementing, and monitoring corrective action plans that result from any reviews.

(3) ARCHITECT / ENGINEER shall post Equal Opportunity Policy, name of ARCHITECT / ENGINEER’S designated Equal Opportunity Coordinator and discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. Complaint process will be according to OWNER’S policies and procedures, and made available in languages and formats understandable to applicants, clients and employees. ARCHITECT / ENGINEER shall supply to OWNER’S Contract Compliance Officer upon request, summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of involved persons, nature of complaints, and description of any attempts made to achieve complaint resolution.

(4) ARCHITECT / ENGINEER shall provide copies of all announcements of new employment opportunities to OWNER’S Contract Compliance Officer when such announcements are issued.

(5) If ARCHITECT / ENGINEER is government entity having its own compliance plan, ARCHITECT / ENGINEER’S plan shall govern ARCHITECT / ENGINEER’S activities.
ARTICLE 17
LIVING WAGE

(1) ARCHITECT / ENGINEER agrees to pay all workers employed by
ARCHITECT / ENGINEER in performance of this Agreement, whether on a full-time or part-
time basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances.
ARCHITECT / ENGINEER agrees to make available for OWNER inspection ARCHITECT /
ENGINEER’S payroll records relating to employees providing services on or under this
Agreement or subcontract.

(2) If any payroll records of ARCHITECT / ENGINEER contain any false,
misleading or fraudulent information, or if ARCHITECT / ENGINEER fails to comply with
provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold
payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after
due process hearing, deny ARCHITECT / ENGINEER right to participate in bidding on future
OWNER contracts for period of one year after first violation is found and for period of 3 years
after second violation is found.

(3) ARCHITECT / ENGINEER agrees to submit to OWNER certification as
required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) ARCHITECT / ENGINEER agrees to display OWNER’S current living wage
poster in prominent place where it can be easily seen and read by persons employed by
ARCHITECT / ENGINEER.

(5) ARCHITECT / ENGINEER shall ensure that any subcontractors comply with
provisions of this Chapter 25.

(6) The following are exemptions from the requirements of Chapter 25:
   (a) When Maximum Cost of Agreement is less than $5,000;
   (b) When ARCHITECT / ENGINEER is school district, municipality, or
       other unit of government;
(c) When employees are persons with disabilities working in employment programs and ARCHITECT / ENGINEER holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that ARCHITECT / ENGINEER is paying wage higher than minimum wage;

(d) When individual receives compensation for providing services to family member;

(e) When employees are student interns;

(f) When ARCHITECT / ENGINEER meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and

(g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 18
MISCELLANEOUS

(1) ARCHITECT / ENGINEER warrants that it has complied with all necessary requirements to do business in State of Wisconsin, that persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of ARCHITECT / ENGINEER’S registered agent is as follows:

________________________________________

________________________________________

ARCHITECT / ENGINEER shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and ARCHITECT / ENGINEER’S legal status. For partnership, term “registered agent” shall mean general partner.
(2) This Agreement is intended to be agreement solely between parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of parties.

(3) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof. Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(4) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.
IN WITNESS WHEREOF, OWNER and ARCHITECT / ENGINEER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

*******

FOR ARCHITECT / ENGINEER:

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Printed or Typed Name and Title

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FOR OWNER:

Kathleen M. Falk, County Executive

Date

Robert Ohlsen, County Clerk

Date
DANE COUNTY PROVIDED INFORMATION

Dane County will provide the following to the Engineering Consultant:

**Study/Campus Master Plan Phase**
- CS&L report dated 4/06
- AUTOCAD LT file of Center grounds and surrounding area
- Information on soil conditions and existing utilities
- Kitchen area sizing requirements applicable information (provided by Centerplate)
- Building and generator sizing requirements
- Record Drawings with some as-builts
- Drawings of previous Alliant Energy Center master plans

**Design Development and Construction Document Phase**
- General Conditions
- Instructions to Bidders
- Advertisements to Bidders
- Examples of Bid Bond, Performance Bond, and Public Works Contract
- Wage rate determination
- Recycling specification
- Fair opportunity statement
General Information

The Alliant Energy Center complex encompasses over 160 acres of land, a variety of multipurpose buildings, and paved parking for over 5,800 cars. The Center provides a variety of activities for the citizens of Dane County and neighboring counties and states, including conventions, consumers shows, amateur sports, concerts, family shows, trade shows, agricultural events, youth hockey events, outdoor festivals, banquets, retail sales, and other activities such as World Dairy Expo, Midwest Horse Show, and the Dane County Fair. Annual attendance at Center activities is approximately 1 million people. In addition, the Center has the rights to use Quann Park, a City of Madison Park that is adjacent to Center grounds for Center purposes. The Center operates a full service rental business and an e-business system for ordering.

Buildings Include:
Veteran’s Memorial Coliseum with 7,700 permanent seats and a capacity of 10,200;
Exhibition Hall opened in 1995 with four halls and 100,000 net square feet of unobstructed exhibition space plus 30,000 square feet of lobby space connected to a 140-room hotel.
Conference Center, which is part of Exhibition Hall, has approximately 25,700 net square feet of space configured in 12 breakout rooms with moveable walls, an atrium, and an upscale boardroom;
Arena built in 1953 and expanded and remodeled in 1994 has 20,400 square feet of space utilized for ice hockey in the winter, a horse ring for horse shows in the summer, and flat shows in between; eight barns plus a dirt pavilion and toilet/shower facility that are converted for horses and cows – two of the barns are sometimes used for exhibition buildings; and
Willow Island, 29 acres of green space used for outdoor events such as concerts, company picnics, and festivals.

The Alliant Energy Center is a department of the County of Dane, WI. More detailed information on the Center and Dane County Government can be found by visiting the Alliant Energy Center Website at http://www.alliantenergycenter.com/.

In 2005, the Center began a process of updating its master plan. The first step in this process was a feasibility and economic impact study by CS&L International that was completed in the spring of 2006. This Request for Proposal (RFP) is intended to accomplish the next step, which is to include a Study/Master Plan Phase to include expansion as outlined in Scope of Work of these Construction Documents. This Study/Master Plan Phase is described in Section 2 of Article 1 of the Professional Services Agreement of these Construction Documents. There may then be a Design Development and Construction Document Phase to follow, as described in Section 3 of Article 1 of the Professional Services Agreement of these Construction Documents.

The three expansions possibly included in this work will each incorporate 100,000 square feet of exhibition space, so that the total new exhibition space will be in excess of the 255,000 gross square feet of the current Exhibition Hall, Conference Center, and kitchen.
The expansions could be done as three 100,000 sq ft expansions or as six 50,000 sq ft expansions. This work will include traffic and pedestrian paths, parking, identifying space for two future hotels, and other work as detailed in this RFP.

The Center will provide a file of the grounds and surrounding area in AUTOCAD LT format. The file has been pieced together from CAD files from architects, the City of Madison, and other sources. It is not 100% to scale, but it is close. Aerial photography of the Center is available on the Dane County website. The CS&L International Report dated 4/06 will also be made available. In addition, the Center will be able to provide information on soil conditions, which vary widely due to former dumps and former quarries. Also of note, there is a 36” main sewer that runs down the middle of Fairgrounds Drive, the major east-west road on the grounds.
Scope of Work

- Identify locations on the grounds for three additional exhibition halls, each with 100,000 net sq ft. The current hall is approximately 255,000 gross sq ft, and it is estimated that these three expansions will be larger in terms of gross sq ft.
- The following items should be addressed when sizing the footprints of the three expansions:
  a. Kitchen - Centerplate is the Center’s food and beverage service provider. The kitchen that currently serves the Exhibition Hall is not large enough. Centerplate will provide information for the proper sizing of a kitchen to serve 200,000 net sq ft of exhibition hall space, along with any information about prep-kitchen needs.
  b. Storage – The Center operates a full-service rental company for equipment and audio/visual equipment. The current Exhibition Hall has approximately 30,000 sq ft of storage, and this amount of space must be duplicated for each future expansion. Therefore, outside storage of 30,000 sq ft is required for each expansion.
  c. Offices – Currently, all individual halls do not have a lobby office. All halls must have a lobby office.
  d. Bathrooms – There is a need for bathrooms in both the front and back of each exhibition hall.
  e. Meeting Rooms – The CS&L report indicated that some users of the Center require more, smaller breakout meeting rooms. The current ration of exhibition space to meeting space of 4.0 is adequate and should be maintained. Also, the ability to create more, smaller breakout rooms needs to be considered.
  f. Flexible Exhibition Hall – The CS&L report indicated that a number of current customers and potential future customers would like an exhibition hall with different lighting options, better wall coverings, better floor coverings, and lower ceilings with different covering. Identify the advantages and disadvantages of flexible exhibition halls, and identify several existing facilities with flexible exhibition halls.
- Parking – Identify the amount of needed parking, and located necessary parking on the grounds when the facility is fully expanded.
- Traffic and Pedestrian Paths – Identify and locate the movement of vehicles and pedestrians on the grounds when fully expanded.
- Hotel – The Clarion Suites hotel that is currently attached to the Exhibition Hall has 140 rooms, expandable to 240 rooms. At 240 rooms, the Center is obligated to give up additional parking spaces for hotel expansion. Locate the space for two additional hotels on the same size lot as the Clarion Suites hotel.
- Other Considerations
  a. New Barn – The Center will provide sizing information and will work with the successful firm to locate a new barn on the grounds
  b. Interruptible Electrical System (Generators) – The Center will provide sizing information and will work with the local utility and the successful firm to locate back-up generators on the grounds.
• Pricing – For future planning purposes only, the Center would like cost estimates on a 50,000 net sq ft exhibition hall expansion and a 100,000 net sq ft expansion. Nothing should be implied that there is an eminent expansion project. The Center would simply like to have a basis through indexing, estimating, etc. for taking the current cost estimates and moving them forward to 2010, 2011 and perhaps beyond. Ranges are acceptable, as are disclaimers.
Pricing

Pricing is broken into two sections: 1) work contained in this RFP as a lump sum and possibly some follow-up work; and 2) any expansion that takes place as a percentage of work to be done. No pricing information should be submitted with this RFP. Firms will be asked to submit pricing at the appropriate time described below:

I. It is anticipated that the work done within the scope of this RFP will be at a firm cost not-to-exceed along with reimbursable costs. Architects will be short-listed based on the RFP and firms on the short list will make a presentation and discuss the project with the County. Following the presentation, firms will be asked to submit their cost not to exceed pricing for this project. Follow-up work would be either a lump sum or a percentage of work to be done depending on the nature of the work.

II. Nothing contained in this RFP should be construed as indicating that there will be an expansion project at the Alliant Energy Center. Should an expansion occur in the future, the Center will attempt to retain the firm selected from this RFP as the firm to perform programming, design, creation of construction documents, bidding, and inspection. Discussion regarding fees for this portion of the work will take place at the interview associated with this RFP. This is generally selected on a percentage of work to be done.
SIGNATURE AFFIDAVIT

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken 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 a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print)                        Title

Signature                                           Firm

Address: (Street, City, State, Zip Code)

Telephone                                             Fax                                             E-Mail

Date