

ROCK COUNTY, WISCONSIN



**GENERAL SERVICES COMMITTEE
TUESDAY, MARCH 6, 2018 – 8:00 A.M.
CONFERENCE ROOM N-1 – FIFTH FLOOR
ROCK COUNTY COURTHOUSE-EAST**

Agenda

1. Call to Order
2. Approve Agenda
3. Citizen Participation
4. Approval of Minutes – February 20, 2018
5. Transfers
6. Review of Payments
7. Resolution
 - A. Awarding Contract for Carpet Replacement at Rock County Courthouse and Job Center
8. Updates
 - A. Discussion and Possible Action on Mission Statements
 - B. Review and Discussion of Walker Parking Consultant Study
 - C. Review and Discussion of Potter Lawson Proposal and Agreement Phase 2 & 3
9. Communications, Announcements and Information
10. Adjournment

Please contact Marilyn at (608)757-5510 if you are going to be late or if you will not be able to attend the meeting.

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
18-1810-0000-62112	SECURITY	P1800665	02/15/2018	JBM PATROL AND PROTECTION CORP	5,879.28
18-1810-0000-62113	SNOW REMOVAL	P1800183	02/15/2018	E AND S SNOWPLOWING	528.00
18-1810-0000-62119	OTHER SERVICES	P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	144.00
		P1800663	02/01/2018	ALSCO INC	39.42
18-1810-0000-62160	CLEANING CONTRAC	P1800667	02/08/2018	PETERSON CLEANING INC	11,488.95
18-1810-0000-62400	R & M SERV	P1800173	02/15/2018	GETZ FIRE EQUIPMENT COMPANY	99.00
		P1800317	02/08/2018	JOHNSON CONTROLS INC	6,573.50
		P1800355	02/08/2018	PIEPER ELECTRIC INC	1,690.04
		P1800369	02/22/2018	SIMPLEX GRINNELL LP	10,320.00
		P1800664	02/15/2018	PER MAR SECURITY SERVICES	652.56
		P1800784	02/15/2018	JOHNSON TRACTOR INC	3,000.00
		P1800806	02/01/2018	FOLEY ELECTRIC INC	525.00
		P1800957	02/15/2018	ABC FIRE AND SAFETY INC	170.00
		P1801023	02/15/2018	LAMP RECYCLERS INC	607.17
18-1810-0000-62461	ELEVATOR	P1800352	02/01/2018	OTIS ELEVATOR COMPANY	511.75
18-1810-0000-63500	R&M SUPPLIES	P1800174	02/08/2018	BJ ELECTRIC SUPPLY INC	282.71
		P1800192	02/01/2018	GRAINGER	307.06
		P1800304	02/01/2018	HARRIS ACE HARDWARE LLP	68.11
		P1800311	02/22/2018	JANESVILLE ELECTRIC MOTOR CORP	360.95
		P1800312	02/01/2018	JANESVILLE WINSUPPLY COMPANY	738.10
		P1800320	02/08/2018	JP MORGAN CHASE BANK NA	736.83
		P1800345	02/01/2018	MENARDS	32.98
		P1800371	02/22/2018	SULLIVAN SIGNS INC	98.50
		P1800662	02/15/2018	KWIK TRIP EXTENDED NETWORK	101.82
				FACILITIES MGMNT PROG TOTAL	44,955.73
18-1811-0000-62119	OTHER SERVICES	P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	107.00
18-1811-0000-62160	CLEANING CONTRAC	P1800667	02/08/2018	PETERSON CLEANING INC	857.01
18-1811-0000-62400	R & M SERV	P1800317	02/08/2018	JOHNSON CONTROLS INC	404.50
18-1811-0000-63500	R&M SUPPLIES	P1800304	02/01/2018	HARRIS ACE HARDWARE LLP	8.38
		P1800345	02/01/2018	MENARDS	278.21
		P1800367	02/15/2018	SHERWIN WILLIAMS	409.99
				PUBLIC HEALTH/COA PROG TOTAL	2,065.09
18-1812-0000-62113	SNOW REMOVAL	P1800183	02/15/2018	E AND S SNOWPLOWING	151.00

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
18-1812-0000-62119	OTHER SERVICES				
		P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	123.00
18-1812-0000-62160	CLEANING CONTRAC				
		P1800667	02/15/2018	PETERSON CLEANING INC	66.00
18-1812-0000-62400	R & M SERV				
		P1800316	02/15/2018	JF AHERN COMPANY	190.00
		P1800317	02/08/2018	JOHNSON CONTROLS INC	2,634.50
		P1800370	02/01/2018	STATE OF WISCONSIN	200.00
18-1812-0000-63500	R&M SUPPLIES				
		P1800166	02/08/2018	AARONS LOCK AND SAFE INC	9.75
		P1800345	02/01/2018	MENARDS	2.87
				YOUTH SERVICES CENTER PROG TOTAL	3,377.12
18-1815-0000-62400	R & M SERV				
		P1800317	02/08/2018	JOHNSON CONTROLS INC	2,476.50
				HCC BUILDING COMPLEX PROG TOTAL	2,476.50
18-1816-0000-62113	SNOW REMOVAL				
		P1800183	02/15/2018	E AND S SNOWPLOWING	164.00
18-1816-0000-62119	OTHER SERVICES				
		P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	79.00
18-1816-0000-62160	CLEANING CONTRAC				
		P1800667	02/15/2018	PETERSON CLEANING INC	44.00
18-1816-0000-62400	R & M SERV				
		P1800316	02/15/2018	JF AHERN COMPANY	125.00
		P1800317	02/08/2018	JOHNSON CONTROLS INC	1,295.00
		P1800365	02/22/2018	SGTS INC	308.00
		P1800369	02/22/2018	SIMPLEX GRINNELL LP	1,675.66
		P1800370	02/01/2018	STATE OF WISCONSIN	150.00
18-1816-0000-63500	R&M SUPPLIES				
		P1800174	02/15/2018	BJ ELECTRIC SUPPLY INC	31.98
		P1800192	02/01/2018	GRAINGER	956.60
		P1800312	02/08/2018	JANESVILLE WINSUPPLY COMPANY	26.76
		P1800320	02/08/2018	JP MORGAN CHASE BANK NA	181.66
		P1800345	02/22/2018	MENARDS	2.87
		P1800361	02/08/2018	R E MICHEL COMPANY	515.89
		P1800941	02/08/2018	MASTERS BUILDING SOLUTIONS	363.66
				COMMUNICATIONS CTR.OPERATION PROG TOTAL	5,919.98
18-1817-0000-62119	OTHER SERVICES				
		P1800663	02/01/2018	ALSCO INC	4.07
18-1817-0000-62160	CLEANING CONTRAC				
		P1800667	02/15/2018	PETERSON CLEANING INC	65.67
18-1817-0000-63500	R&M SUPPLIES				
		P1800166	02/22/2018	AARONS LOCK AND SAFE INC	3.98
		P1800184	02/08/2018	ENERGETICS INC	23.96
		P1800192	02/08/2018	GRAINGER	79.99

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
		P1800304	02/01/2018	HARRIS ACE HARDWARE LLP	7.59
		P1800309	02/22/2018	JACK AND DICKS FEED AND GARDEN	65.10
		P1800319	02/08/2018	JOHNSTONE SUPPLY	318.28
		P1800345	02/08/2018	MENARDS	16.87
		P1800361	02/22/2018	R E MICHEL COMPANY	101.22
		P1800662	02/15/2018	KWIK TRIP EXTENDED NETWORK	36.71
				DIVERSION PROG/ASC PROG TOTAL	723.44
18-1818-0000-62113	SNOW REMOVAL				
		P1800183	02/15/2018	E AND S SNOWPLOWING	886.00
18-1818-0000-62119	OTHER SERVICES				
		P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	403.00
		P1800663	02/01/2018	ALSCO INC	24.42
18-1818-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	2,364.76
18-1818-0000-62400	R & M SERV				
		P1800167	02/08/2018	ADDIE WATER SYSTEMS INC	289.00
		P1800178	02/01/2018	COLLINS SANITARY	930.00
		P1800316	02/15/2018	JF AHERN COMPANY	375.00
		P1800354	02/15/2018	PBBS EQUIPMENT CORPORATION	1,511.73
		P1800359	02/08/2018	QUALITY DOOR LLC	2,233.43
		P1800986	02/08/2018	GENERAL HEATING AND AIR CONDIT	1,644.69
		P1801023	02/15/2018	LAMP RECYCLERS INC	821.40
18-1818-0000-63500	R&M SUPPLIES				
		P1800166	02/01/2018	AARONS LOCK AND SAFE INC	259.01
		P1800184	02/08/2018	ENERGETICS INC	66.87
		P1800188	02/15/2018	FIRST SUPPLY LLC	98.58
		P1800192	02/15/2018	GRAINGER	4.40
		P1800309	02/01/2018	JACK AND DICKS FEED AND GARDEN	1,193.64
		P1800311	02/15/2018	JANESVILLE ELECTRIC MOTOR CORP	399.80
		P1800312	02/01/2018	JANESVILLE WINSUPPLY COMPANY	88.02
		P1800320	02/08/2018	JP MORGAN CHASE BANK NA	367.95
		P1800345	02/01/2018	MENARDS	276.41
		P1800959	02/08/2018	NATIONAL FLAG STORE	74.00
				JAIL PROG TOTAL	14,312.11
18-1819-0000-62400	R & M SERV				
		P1800175	02/15/2018	BOWERS SEWER AND DRAIN	95.00
		P1800180	02/15/2018	DEGARMO PLUMBING INC	1,973.22
		P1800316	02/15/2018	JF AHERN COMPANY	250.00
		P1800317	02/01/2018	JOHNSON CONTROLS INC	5,322.50
18-1819-0000-62461	ELEVATOR				
		P1800352	02/01/2018	OTIS ELEVATOR COMPANY	3,626.39
18-1819-0000-63500	R&M SUPPLIES				
		P1800192	02/01/2018	GRAINGER	1,234.82

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
UW-ROCK COUNTY PROG TOTAL					12,502.03
18-1820-0000-62119	OTHER SERVICES				
		P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	191.76
		P1800363	02/16/2018	SAFEWAY PEST CONTROL	920.55
18-1820-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	901.49
18-1820-0000-63500	R&M SUPPLIES				
		P1800320	02/08/2018	JP MORGAN CHASE BANK NA	223.75
18-1820-0000-65321	BLDG/OFC LEASE				
		P1800666	02/01/2018	HENDRICKS COMMERCIAL	11,424.57
ECLIPSE CENTER PROG TOTAL					13,662.12
18-1821-0000-62113	SNOW REMOVAL				
		P1800183	02/16/2018	E AND S SNOWPLOWING	540.00
18-1821-0000-62119	OTHER SERVICES				
		P1800168	02/22/2018	ADVANCED DISPOSAL SERVICES	144.00
		P1800663	02/01/2018	ALSCO INC	12.21
18-1821-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	3,463.08
18-1821-0000-63500	R&M SUPPLIES				
		P1800192	02/01/2018	GRAINGER	116.48
18-1821-0000-67200	CAPITAL IMPROV				
		P1800935	02/15/2018	ANGUS YOUNG ASSOCIATES INC	150.00
JOB CENTER PROG TOTAL					4,425.77
18-1822-0000-62119	OTHER SERVICES				
		P1800168	02/22/2018	ADVANCED DISPOSAL SERVICES	119.00
18-1822-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	686.69
18-1822-0000-62400	R & M SERV				
		P1800173	02/15/2018	GETZ FIRE EQUIPMENT COMPANY	43.50
FRANKLIN ST PROG TOTAL					849.19
18-1823-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	266.81
COURT ST PROG TOTAL					266.81
18-1824-0000-62119	OTHER SERVICES				
		P1800168	02/15/2018	ADVANCED DISPOSAL SERVICES	294.14
		P1800663	02/15/2018	ALSCO INC	8.88
18-1824-0000-62160	CLEANING CONTRAC				
		P1800667	02/08/2018	PETERSON CLEANING INC	613.77
18-1824-0000-62400	R & M SERV				
		P1800178	02/08/2018	COLLINS SANITARY	1,813.60
		P1800310	02/22/2018	JANESVILLE DOOR CO LTD	169.05
18-1824-0000-63500	R&M SUPPLIES				

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
		P1800312	02/01/2018	JANESVILLE WINSUPPLY COMPANY	130.78
		P1800320	02/08/2018	JP MORGAN CHASE BANK NA	109.36
		P1800345	02/15/2018	MENARDS	83.52
				HWY BUILDINGS/GROUNDS PROG TOTAL	3,223.10
18-1828-0000-62119	OTHER SERVICES				
		P1800853	02/22/2018	BUTTERFLY RIDGE LLC	7,300.00
18-1828-0000-62400	R & M SERV				
		P1800180	02/15/2018	DEGARMO PLUMBING INC	2,259.05
		P1800314	02/08/2018	JC HEATING AND COOLING INC	95.00
		P1800807	02/15/2018	WASTE MANAGEMENT WI-MN	113.56
		P1801077	02/22/2018	CHARTER COMMUNICATIONS	346.28
18-1828-0000-63500	R&M SUPPLIES				
		P1800192	02/15/2018	GRAINGER	1,255.72
		P1800345	02/08/2018	MENARDS	195.96
				FAIRGROUNDS PROG TOTAL	11,565.57
18-1830-0000-62400	R & M SERV				
		P1800372	02/08/2018	TEUBERT ENTERPRISES LLC	1,950.00
				PARK N RIDE PROG TOTAL	1,950.00
18-1849-0000-67200	CAPITAL IMPROV				
		P1702525	02/15/2018	JD ENVIRONMENTAL LLC	20,720.00
		P1702581	02/22/2018	MEAD AND HUNT INC	345.07
		P1702991	02/15/2018	LUND COUNTERTOP INC	3,408.00
				HCC COMPLEX PROJECT PROG TOTAL	24,473.07
18-1855-0000-67200	CAPITAL IMPROV				
		P1503213	02/22/2018	MEAD AND HUNT INC	903.20
		P1701336	02/08/2018	GILBANK CONSTRUCTION INC	176,742.00
				COURTHOUSE SECURITY SYSTEM PROG TOTAL	177,645.20

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Inv/Enc Amt</u>
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I have reviewed the preceding payments in the total **\$324,392.83**

Date: _____ Dept _____

Committee _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
18-1810-0000-62400	R & M SERV	P1700336	02/08/2018	ILLINGWORTH KILGUST MECHANICAL	902.00
		P1700562	02/08/2018	SGTS INC	1,441.13
		P1700567	02/08/2018	JF AHERN COMPANY	500.00
		FACILITIES MGMNT PROG TOTAL			
18-1812-0000-62400	R & M SERV	P1701689	02/01/2018	HOBART SALES AND SERVICE	115.00
18-1812-0000-63500	R&M SUPPLIES	P1702882	02/08/2018	GRUBER POWER SERVICES	930.00
		YOUTH SERVICES CENTER PROG TOTAL			
18-1818-0000-62400	R & M SERV	P1703186	02/08/2018	GENERAL HEATING AND AIR CONDIT	2,391.96
		JAIL PROG TOTAL			
18-1820-0000-62400	R & M SERV	P1700568	02/15/2018	SAFEWAY PEST CONTROL	60.00
		ECLIPSE CENTER PROG TOTAL			
18-1821-0000-63500	R&M SUPPLIES	P1700328	02/01/2018	HARRIS ACE HARDWARE LLP	64.99
		JOB CENTER PROG TOTAL			
18-1837-0000-67200	CAPITAL IMPROV	P1701922	02/01/2018	HONEYWELL INC	1,073.99
		P1702339	02/01/2018	CONGRESS GLASS INC	5,000.00
		P1703115	02/01/2018	CONGRESS GLASS INC	2,018.16
		JAIL CAPITAL IMPROVEMENTS PROG TOTAL			
18-1849-0000-67200	CAPITAL IMPROV	P1702525	02/08/2018	JD ENVIRONMENTAL LLC	31,080.00
		HCC COMPLEX PROJECT PROG TOTAL			

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
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I have reviewed the preceding payments in the total **\$45,577.23**

Date: _____ Dept _____
Committee _____

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director-
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

February 22, 2018
DATE DRAFTED

**Awarding Contract for Carpet Replacement at Rock County Courthouse
and Job Center**

1 **WHEREAS**, the 2018 budget included funds to replace \$30,000 worth of carpet at Rock County
2 courthouse; and
3
4 **WHEREAS**, funds are budgeted over several years for carpet replacement at the Courthouse; and
5
6 **WHEREAS**, a inspection was completed and a list drafted of the areas to be replaced this year; and
7
8 **WHEREAS**, the 2018 budget also included \$29,000 to replace carpet in the resource room at the Job
9 Center; and
10
11 **WHEREAS**, Halverson flooring has the State bid #505ENT-015-FLOORING-05 for carpet.
12
13 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
14 this _____ day of _____, 2018, and awards a contract to replace carpet at the
15 Rock County Courthouse and Job Center in the amount of \$59,000, to Halverson Flooring of Janesville,
16 WI.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Bob Yeomans

David Homan

J. Russell Podzilni

ADMINISTRATIVE NOTE:

Recommended,

Josh Smith
County Administrator

FISCAL NOTE:

The Courthouse carpet replacement is being funded by sales tax revenue and the Job Center carpet is funded by rent revenues.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.

Richard Greenlee
Corporation Counsel

Executive Summary

Awarding Contract for Carpet Replacement at the Courthouse

Many areas throughout the Courthouse is in need of having the carpet replaced. There is a need to replace a certain amount of carpet each year. \$30,000 worth a carpet was replaced in 2017. Another \$30,000 was budgeted in 2018 to continue the replacement program. 2018 budget also included \$29,000 for replacing the carpet in the Resource room at the Job Center. Halverson Flooring holds the current state contract for flooring. The State Contract number is 505ENT-015-Flooring-05.

ROCK COUNTY, WISCONSIN

51 S. Main Street
Janesville, WI 53545



Facilities Management

Facilities Maintenance

(608) 757-5526

(608) 757-5516 - Fax

General Services Proposed Mission Statement

To enable Rock County Employees to be effective, productive and efficient in satisfying client needs through workplace design and management.

DRAFT

ROCK COUNTY, WISCONSIN

51 S. Main Street
Janesville, WI 53545



Facilities Management

Facilities Maintenance

(608) 757-5526

(608) 757-5516 - Fax

Facilities Management proposed Mission Statement

To provide all citizens and staff who enter and work in all County Facilities a safe and comfortable environment, delivering Excellent Customer Service while maintaining financial responsibility.

DRAFT



WALKER
RESTORATION CONSULTANTS

850 W. Jackson Boulevard,
Suite 310
Chicago IL 60607

Voice: 312.633.4260
Fax: 312.633.4262
www.walkerrestoration.com

June 27, 2016

Mr. Brent Sutherland, CHFM, CPM
Facilities Management Director
Rock County Courthouse
51 S. Main Street
Janesville, WI 53545
Brent.sutherland@co.rock.wi.us

Re: Proposal for Due Diligence Assessment of Two Parking Structures at
The Rock County Courthouse
Janesville, Wisconsin

Dear Mr. Sutherland:

It was a pleasure talking to you on Friday June 24, 2016. As discussed, Walker Restoration Consultants (WRC) is pleased to submit this proposal to perform a walk-through due diligence assessment of the two similar parking structures at the Courthouse of Rock County at 51 S. Main Street in Janesville, Wisconsin. This letter proposal presents our understanding of the project, project objectives, our proposed Scope of Services, schedule, fee, and conditions of agreement for your consideration.

PROJECT UNDERSTANDING

The two parking structures are located adjacent to the Courthouse at the hill side. Both parking structures are of precast concrete construction with double-tee girders supported by perimeter walls and beams. Reportedly both parking structures were built in the nineties. An aerial view of the two parking structures is shown in Photo 1.

We understand that you are planning to add parking spaces for the Courthouse and are exploring different possibilities of either expanding the existing parking structures or to build something completely new to meet the projected needs. As a result, you would like to know the current existing condition of the two parking structures and any repair and restoration work that would be required to extend the service life. The information would allow you to evaluate and identify a cost-effective plan for expanding the Courthouse parking.

The objectives of the due diligence assessment will include:

- Perform a walk-through assessment of the parking structures to determine the present condition.
- Identify conditions and work items that need to be mitigated, maintained, and/or repaired.
- Prepare an opinion of probable repair cost for the recommended repair items.



WALKER
RESTORATION CONSULTANTS

Mr. Brent Sutherland
Due Diligence Assessment of Two Parking Structures
at the Rock County Courthouse, Janesville WI
June 27, 2016
Page 2

SCOPE OF SERVICES

To achieve the project objectives, we propose the following work items:

- Review available as-built structural and architectural drawings, as made available to us, to gain an understanding of the systems of the parking structure.
- Visually examine the parking structures including precast double-tee girders, support beams, walls and exposed joints. Typical concrete cracking, spalls and repairs will be examined. Typical conditions will be documented with notes and photographs.
- Recommend conceptual repairs for the deteriorated conditions as needed.
- Based on our experience, develop an opinion of probable repair costs for each parking structure. It should be noted that the opinions of costs are intended for budgetary purposes.
- Provide a written report summarizing our observations, repair recommendations, photographs of representative conditions, and opinion of probable repair costs.

SCHEDULE

We will be able to mobilize and start our services on this project within one to two weeks after receiving your written authorization to proceed. We will schedule our site visits with you. We anticipate that our field services will take one day and our report should be ready in another two to three weeks thereafter.

PROFESSIONAL FEES AND EXPENSES

We will perform the services as outlined above for a lump sum fee of Nine Thousand Dollars (\$9,000.00) including expenses. Our services will be billed in accordance with the attached General Conditions of Agreement.

We look forward to having the opportunity to provide our services for all your parking structure needs. Please feel free to call if you have any questions.

Sincerely yours,
WALKER RESTORATION CONSULTANTS

K. Nam Shiu, S.E., P.E.
Sr. Vice President

KNS:cgm

Enclosure: General Conditions of Agreement for Restoration Services



WALKER
RESTORATION CONSULTANTS

Mr. Brent Sutherland
Due Diligence Assessment of Two Parking Structures
at the Rock County Courthouse, Janesville WI
June 27, 2016
Page 3

AUTHORIZATION

Trusting that this proposal meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

ROCK COUNTY
Janesville, Wisconsin

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____



SERVICES

Walker Restoration Consultants, as a Division of Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



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East Parking Options

Purpose:

The purpose of this report is to review condition of existing parking deck, past maintenance methods by owner, estimate long term maintenance costs and determine estimated costs over a 25 year period for the various options identified later in this report.

Existing East Parking Garage:

The existing parking deck is a two level parking deck built in 1995. Each parking level is approximately 122 ft by 254 ft.. The lower level has approximately 96 stalls (cars) with entrance on E Court Street (north side). The upper parking deck has approximately 96 stalls (cars) and entrance is on St. Lawrence Avenue (south side). Total parking stalls for two level parking deck is 192 cars.

The upper parking level is two bays of precast double tees each spanning 60 ft. The design load for the upper deck is 250 psf live load and can handle HS20-44 loading or semi trucks.

Present condition and Issues

We walked the parking deck on July 3, 2017 and reviewed Walkers report completed in Sept. 2016. We do agree with Walkers assessment of parking deck and general short term repairs for east parking deck. It is apparent that the parking deck has been salted and corrosion is occurring at the double tee flange connections. The concrete at the tee flange edges is saturated with chlorides. You are starting to see spalling at existing embedded plates and weld plates due to the corrosion. This is likely to get worse as chloride saturated concrete is activated by moisture from rain and snow.

All welded plates and embedded plates appear to be mild steel including connecting rebar in tee flanges. No stainless steel plates were found or used from visual inspection.

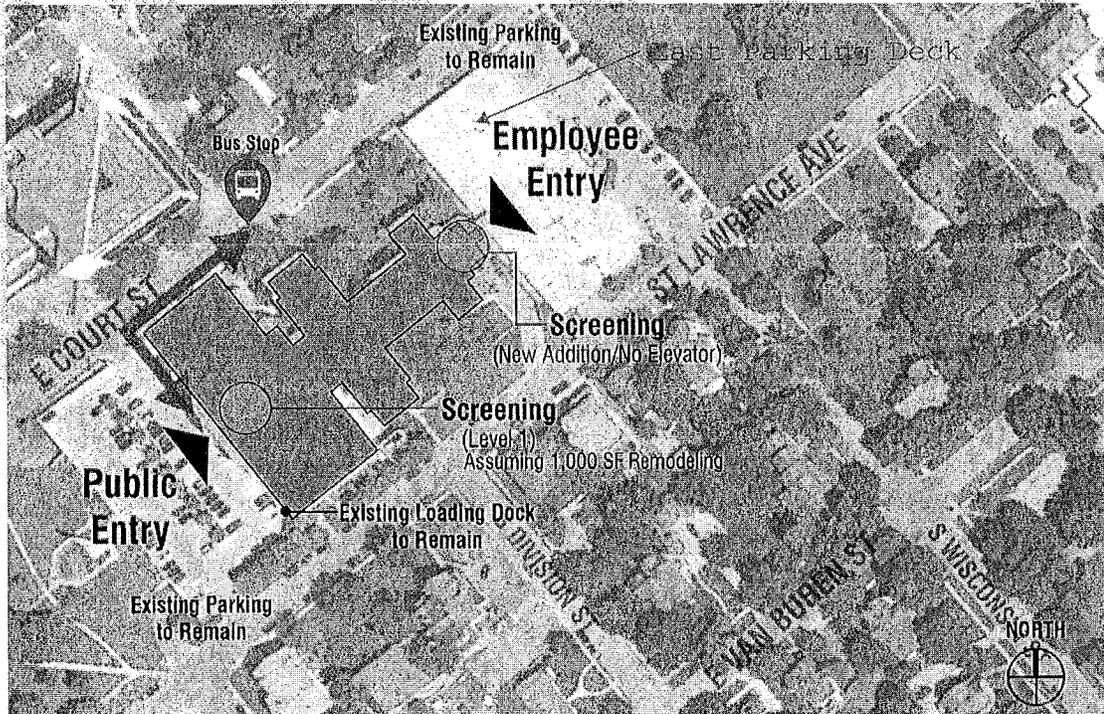
We also observed that drain hubs and drains were badly corroded and leaking at all locations. Other repairs were generally identified correctly in Walkers Report dated September 2016.

What was missing in the report was recommendation of long-term maintenance costs over next 25 years. Long term maintenance costs can only be estimated by talking to maintenance staff, understanding how your deck is maintained and used, assessing present condition of deck, amount of salt used on deck, snow plowing, etc.

After talking with your maintenance staff, we understand that deck is heavily salted in winter to reduce ice and the risk of someone falling. We understand that deck is not flushed in early fall and spring to remove salts and dirt. We also understand that parking deck is plowed by local contractor during the winter. The plow on snow blade appears to be steel as we saw a lot of damage to concrete at tee flange connections (damage is evident from chipped concrete and rust marks from steel blade).

Repairs have been made to parking deck in 2010 and 2013. This documentation of repairs is important to better understand the condition of parking deck both before and after repairs, so we can better assess future expected repairs.

Options evaluated for East Parking Deck: See attachment showing East Parking Deck. Several options were evaluated including two options for repairing existing parking deck, Option 2 for replacing existing parking deck with a new cast-in-place post-tensioned parking deck and Option 3 for demo of existing parking deck and replacing with slab-on-grade one level parking deck. Each option includes a brief description, short term initial costs for repairs and/or new and long term maintenance costs over 25 years and total costs for short/long term maintenance costs. A summary of short term and long-term maintenance costs including estimated costs over next 25 years is included at end of this section.





Option 1A: Repairing East Parking Deck per Walkers Recommendations

This option includes short term repairs identified in Walkers Report dated September 2016. A sealer is applied to deck to reduce chloride and water penetration into precast.

Advantages

- Lower initial costs
- Keeps two level parking or 192 stalls

Disadvantages

- Higher long term maintenance costs
- Parking deck life expectancy is 2053.

Option 1B: Repairing East Parking Deck and adding 4" Topping Slab

This option includes short term repairs in option 1A, but also includes adding a 4 inch topping slab. The topping slab will be bonded to existing precast concrete tees and will reduce the number of joints to 4 expansion joints. The present number of joints is 28. The topping will also act to limit the amount of chlorides and rain/snow getting to existing embedded plates so we expect to slow the corrosion of embedded plates. You will see some cracking at previous tee flange connections, but water infiltration will be much reduced. These cracks will have to be filled each year or bi-yearly and has been included in long-term maintenance costs.

The 4 inch concrete topping will also help bridge and make the precast double tees act together and the deck should not see as much movement when vehicles drive over surface. Snow plow damage will be much reduced with fewer number of joints.

This option is being recommended over applying a membrane as we are concerned that the membrane would be damaged with snow plowing during the winter and last less than 5 years. A 4 inch concrete topping can be added due to the 250 psf live load capacity of existing parking deck.

Advantages

- Reduce amount of chlorides getting to existing embedded flange plates reducing moisture activating chlorides/corrosion.
- Lower long term maintenance costs
- Expected to increase parking deck life by another 10 to 15 years (2063- 2068) if topping is maintained
- Snow plow damage will be reduced due to reduced number of joints
- Keeps two level parking or 192 stalls

Disadvantages

- Higher short term costs for installing 4 inch topping
- Need to add 4 inch railing or cap stone to walls so we maintain 42" perimeter barrier height
- Some modifications will have to be made to pedestrian entrances at stairs.

Option 2: Replace Existing East Parking Deck with New CIP PT Parking Roof Slab

This option includes removing existing precast parking 2nd level and replacing this with a new cast-in-place post-tensioned parking deck for 2nd level. We are assuming we can re-use the existing footings and majority of foundation walls. Precast beams will need to be replaced on west side and portion of upper section of foundations walls on east foundation wall and removed and replaced to facilitate post-tensioning CIP beams.

Advantages

- Lower long term maintenance costs
- New parking deck is expected to last 50 years
- Snow plow damage will be reduced number to reduced number of joints
- Keeps two level parking or 192 stalls

Disadvantages

- Higher short term costs for removing existing precast deck and installing new CIP PT deck

Option 3: Demo existing East Parking Deck and replace with on grade parking (1 level)

This option includes removal of existing precast tees and beams and replacing with on grade parking. The problem with designing on grade parking is that existing grade slopes over 10 feet from south to north and also slopes from east to west. If we try to reuse the existing upper entrance and keep upper parking level then you would want to fill in lower parking area. West foundation walls and beams will have to be replaced with new concrete retaining walls. Entrance at north will have to be filled in.

Another option is to have on grade parking match existing grade. This still requires tearing out west foundations walls and removing and replacing west entrance pedestrian entrance to parking level. Also slope on parking deck level would be around 4 to 6% making it slippery in the winter.

Advantages

- Lower long term maintenance costs

Disadvantages

- High initial costs
- Reduced parking stalls to 96

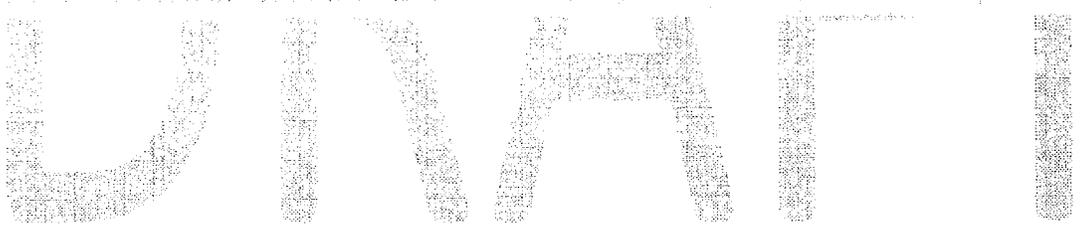


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East Parking Options :

Options	Description of Option	Initial Repairs	Long Term Repairs					Total Expended	Total Parking Spaces
		(Note 1)	2023	2028	2043	2048	2053		
1A	Repairing East Parking Deck per Walkers Recommendations - Maintenance repairs would be expected every five years	\$454,000	\$475,000	\$510,000	\$540,000	\$568,000	\$610,000	\$3,157,000	192
1B	Repairing East Parking Deck and adding 4" Topping Slab	\$968,000	\$100,000	\$150,000	\$180,000	\$250,000	\$325,000	\$1,973,000	192
2	Replace Existing East Parking Deck with New CIP PT Parking Roof Slab - Assumes reusing 50% of existing footings and foundation walls	\$4,400,000	\$50,000	\$80,000	\$100,000	\$150,000	\$200,000	\$4,980,000	192
3	Demo existing East Parking Deck and replace with on grade parking (1 level) - Assumes demo top structural slab, replacing west foundation walls and filling in north entrance; Enter on south side same as present upper deck.	\$2,950,000	\$10,000	\$20,000	\$30,000	\$40,000	50,000	\$3,100,000	96

Note 1: Includes 20% add for soft costs
All initial costs are in 2018 dollars.



 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of January in the year Two Thousand and Eighteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Rock County
Rock County Courthouse
51 South Main Street
Janesville, Wisconsin 53545

and the Architect:
(Name, legal status, address and other information)

Potter Lawson, Inc.
749 University Row, Suite 300
Madison, Wisconsin 53705

for the following Project:
(Name, location and detailed description)

Rock County Courthouse Modifications

Phase 2 – Option 3R Screening all public at west side entrance and badging staff for entrance at the east side, repairs to the front west parking structure and security upgrades in the west entrance lobby, repairs to east parking structure with maintenance and repairs, new stair and elevator to make it ADA accessible.

Security Phase 3 Renovation
Adding millwork and separation between public and staff in multiple departments within the Rock County Courthouse.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
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- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

- .1 The total estimated Project cost is \$6,050,000. The preliminary estimate for the Cost of the Work, as defined in Section 6.1, is \$5,550,000.
- .2 The Owner intends the following procurement or delivery method for the Project:
Competitive Bid to Single Prime General Contractor
- .3 Consultants retained by the Architect under Basic Services:
Structural Engineer – GRAEF
Mechanical Engineer – Mead & Hunt
Electrical Engineer – Mead & Hunt
Fire Protection Engineer – Mead & Hunt
Plumbing Engineer – Mead & Hunt
Technology Engineer – Mead & Hunt
Security Electronics – Mead & Hunt
- .4 Consultants retained by the Architect under Additional Services:
To be Determined

Init.

- .5 Consultants retained by the Owner:
 - .1 Core and Chemical/Petrographic Testing
 - .2 Construction Testing
 - .3 Site Survey of existing parking decks for east and west parking decks along with area for new stairs and elevators including, but not limited to, documentation of existing elevations and drains.
- .6 The Owner's Contractor: To be Determined
- .7 Subcontractors retained by the Contractor: To Be Determined
- .8 Construction is anticipated to be completed in a single phase based upon completion and Owner's approval pursuant to Section 3.4.5.
- .9 The Scope of Services does not include any work related to the existing loading dock on the west side of the courthouse or constructing a new loading dock on the east side of the courthouse.
- .10 No Stormwater management for east, west and new stairs and elevator is included in Basic Services. If required, these services will be an Additional Service.
- .11 No software design is included in Basic Services.
- .12 Phase 2 West side Entrance Lobby – Public Entry (public screening area)
Revise the existing front entry area to include a new screening station:
 - .1 Metal detectors (by Owner)
 - .2 Package scanners (by Owner)
 - .3 ADA entrance (by Owner)
 - .4 Queuing line (by Owner)
- .13 Phase 2 Rear entrance Area - Staff Entry Only – Badging in
 - .1 Revise the existing stair tower (between existing parking structure and existing courthouse)
 - .2 New stair
 - .3 New elevator
- .14 Phase 2 East and West Parking Garage Repairs and East New Stair and Elevator
East Parking Deck:
 - .1 Repairs as outlined in Walkers report dated September 2016. These include:
 - .1 Replacement of the deteriorated asphalt in the drive lane of the west bay.
 - .2 Repair concrete floor and lifting loop pocket spalls/delaminations.
 - .3 Repair concrete spalls/delamination on the beams, columns, column haunches, walls, tee stems and double-tee flanges.
 - .4 Installation of expansion joints at the two entrance/exits to the Upper Level.
 - .5 Route and seal random cracks in the floor system with a urethane sealant.
 - .6 Replacement of all the sealants at the cove, control and vertical joints. Tee-flange-to-tee-flange sealants will be removed as a 4-inch topping will be installed and water must not become trapped between new 4-inch topping and existing precast flange joint.
 - .7 Replacement of the corroded floor drains and piping.
 - .8 Replacement of the broken shear connectors.
 - .9 Installation of supplemental bearing supports below two tee stems that have lost partial bearing capacity.
 - .10 Paint underside of east parking deck and walls with a breathable paint.
 - .11 Lighting improvements at the lower levels of the ramp per Walker Parking Consultant's report dated 9/20/16.
 - .2 Any additional visual repairs that GRAEF finds after a re-inspection occurs. It has been 18 months since Walkers report so a re-inspection needs to be completed.

Int.

- .3 Installation of 4-inch concrete topping:
 - .1 Cores and chemical/petrographic testing be completed by the Owner to inform the structural engineer on the extent of chloride penetration so that concrete can be properly scarified and removal of poor concrete is completed so that new topping will bond to existing concrete tee flanges.
 - .2 Removal of all existing traffic toppings
 - .3 Installation of a bonded 4-inch topping; Topping will be reinforced and mechanically bonded to tee stems.
 - .4 Sealants installed at all construction joints placed in topping slab. Any shrinkage cracks that occur in topping slab will need to be routed and filled with sealant.
 - .5 Application of penetrating sealer to topping slab if required. The engineer is considering a crystalline admixture (Xypex) so a sealer may not be required.
 - .6 Re-stripping of parking stalls for east parking deck elevated slab only.
 - .7 Re-grading and providing new approach slabs for entrances at St. Lawrence Street and east side.
- .4 Installation of perimeter railings or 4 inch concrete caps to all perimeter walls so that we have a 42-inch minimum height per code.

West Parking Deck:

- .1 Repairs as outlined in Walkers report dated September 2016. These include:
 - .1 Repair of the concrete floor spalls/delamination.
 - .2 Repair of the concrete spalls/delamination on the beams, columns, walls, tee stems and double-tee flanges.
 - .3 Installation of expansion joints at the two entrance/exists to the Upper Level.
 - .4 Replacement of all the sealants at the tee-flange-to-tee-flange, cove, control and vertical joints.
 - .5 Apply a penetrating sealer to the supported floor surfaces.
 - .6 Re-coat existing worn traffic topping.
 - .7 Replacement of the corroded floor drains and piping.
 - .8 Replacement of the broken shear connectors.
 - .9 Re-stripping the parking stalls where the sealer is being applied on elevated slab only. The original stripes will be partially removed when preparing the surface for the sealer application.
 - .10 Paint underside of west parking decks and lower walls with a breathable paint.
 - .11 Lighting improvements at the lower levels of the ramp per Walker Parking consultant's report dated 9/20/16.
- .2 Re-inspect for other repairs – Provide chain drag and document additional repairs.

New Stairs and Elevator at East Parking Deck:

- .1 Demo of existing stairs at East Parking Deck and install a new stair and elevator per Schematic Design Drawings pp 7 dated October 10, 2017.

.15 Phase 3: Public Transportation / Restricting Access

To improve safety for employees within the existing courthouse, restrict public access to County personnel and improvements of services counters at departments with staff / public transactions. Areas of cash transactions will be defined by the Owner and separated by both millwork and glass. District Attorney's Office will be separated by bullet-resistant millwork and glass.

The following is a description of Work by Department:

- .1 Register of Deeds: (First Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter
 - .3 No glass separation required
 - .4 New half high door, separate public from staff
- .2 County Treasurer: (Second Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter

Init.

- .3 Glass separation (open top & bottom)
 - .4 New full height door (w/card access), separate public from staff
- .3 County Clerk: (Second Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter
 - .3 No glass separation required
 - .4 Planning: (Second Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter
 - .3 No glass separation required
 - .4 20 half high doors, separate public from staff
 - .5 Clerk of Courts: (Second Floor)
 - .1 New casework and solid surface countertop
 - .2 Divide at deferred payment office
 - .3 Include ADA height counter
 - .4 Glass separation (sliding operation) – similar to rest of stations this area
 - .6 Judges Office Area: (Second Floor)
 - .1 New Door - front entry door – change to full glass (top & bottom)
 - .7 Jury Assembly Area: (Second Floor)
 - .1 Create new cashier transaction opening location outside lobby area
 - .2 Leave existing transaction window in current location with glass and all
 - .3 New casework and solid surface countertop at new opening
 - .8 Child Support: (Third Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter
 - .3 Glass separation (open top & bottom) – coordinate with existing soffits and lighting
 - .9 Probate: (Third Floor)
 - .1 New casework and solid surface countertop (all the way across the opening)
 - .2 Move casework back to provide more room for waiting area
 - .3 Include ADA height counter
 - .4 Glass separation (open top & bottom)
 - .10 District Attorney: (Fourth Floor)
 - .1 New casework and solid surface countertop (w/ ARMORCORE or similar product below and in adjacent walls)
 - .2 Bullet resistance protection is required
 - .3 Include ADA height counter
 - .4 Bullet resistant glass separation
 - .5 Coordination of HVAC, Lighting, etc.
 - .11 Family Mediation: (Fourth Floor)
 - .1 New casework and solid surface countertop
 - .2 Include ADA height counter
 - .3 Move entry door / wall back – create more space with in
 - .4 Look at changing the swing of the entry door (Code review)
 - .5 Add new gate (half high door), separate public from staff
 - .16 Preliminary Schedule:

Design Development (12 weeks)	February 5, 2018 – April 27, 2018*
Construction Documents (8 weeks)	April 30, 2018 – June 22, 2018

Init.

Bidding / Award by County (8 weeks) June 25, 2018 – August 17, 2018
Construction (8 months) August 20, 2018 – April 15, 2019**

* Prior to Structural Design of the East Parking Structure the Owner shall contract with a company to provide Cores and Chemical/Petrographic Tests of the existing structure. These tests will typically take 6-8 weeks to procure and the design team will need six weeks following completion of the tests to complete Design Development services.

** Construction of Phase 2 and Phase 3 will be completed simultaneously.

.17 Schematic Design services were provided under a separate agreement.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

August 2018

.2 Substantial Completion date:

April 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect's representative authorized to act on behalf of the Architect with respect to the Project is Eric Lawson.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

.2 Automobile Liability

Combined Single Limit	\$1,000,000
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.3 Workers' Compensation

Init.

Statutory

Employer's Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$500,000

.4 Professional Liability

Claims Made	
Per Claim	\$2,000,000
Aggregate	\$3,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, electrical, technology and security electronics engineering services. Services not set forth in this Article 3, Section 12.5 and Section 12.6 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner, or for delays or other causes beyond the Architect's reasonable control.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities. The Architect shall review laws, codes, and regulations applicable to the Architect's services in effect as of the date of the submission of this Project to governmental authorities for approval prior to construction commencing.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 INTENTIONALLY DELETED

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

Init.

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.2.1 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Contractor, revise the Program, scope or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 3.3.2.2 If the Owner chooses to proceed under Section 3.3.2.1.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 3.3.2.1.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service in revising the documents to meet the Owner's budget for the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Owner shall review and approve the Design Development Documents prepared by the Architect within seven (7) calendar days of receipt and provide written comments and/or written approval to the Architect. If the Owner fails to provide comments within the timeframe specified, the Architect shall assume that the Owner has approved the Documents and authorized the Architect to proceed to the Construction Documents Phase.

§ 3.3.5 Meetings: up to two (2) meetings with the General Services Committee and up to one (1) meeting with the County Board. Additional meetings can be provided as an Additional Service.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.4.6 The Owner shall review and approve the Construction Documents prepared by the Architect within seven (7) calendar days of receipt and provide written comments and/or written approval to the Architect. If the Owner fails to provide comments within the timeframe specified, the Architect shall assume that the Owner has approved the Documents and authorized Bidding of the Project.

§ 3.4.7 Meetings: up to one (1) meeting with the General Services Committee and up to one (1) meeting with the County Board. Additional meetings can be provided as an Additional Service.

§ 3.5 BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in bidding the Project by

- .1 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Owner in the form of addenda; and
- .2 the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to the Owner for its distribution to all prospective bidders; and
- .3 attend a pre-bid conference.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Architect shall assist Owner, for the portion of the Project for which the Architect is providing services, with completing and submitting applicable forms, calculations and worksheets to the appropriate governmental authorities having jurisdiction over the Project at the conclusion of the Construction Documents Phase for plan review. Pursuant to the General Conditions of the Contract (A201-2007) the Contractor shall be responsible for obtaining necessary permits, fees, licenses and inspections during construction. At the conclusion of construction the Architect shall assist the Owner in obtaining a certificate of occupancy required by governmental authorities having jurisdiction over the Project. Architect shall not be responsible for identifying necessary permits, licenses, fees or certificates.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site as agreed by the Owner and Architect in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the

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Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a recommendation made in good faith either to exercise or not to exercise such authority shall give rise to a duty or a responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations to the Owner concerning the performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within a reasonable period of time.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or recommendations rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Owner and Contractor will designate a person, other than the Architect, to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2.1 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, of

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any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work issued by the Architect during the Construction Phase of the Project.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct observations to determine the date of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the visible Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	Basic Service: Section 4.2.5
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling	Architect	Basic Service: Section 4.2.1
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design	Architect	Basic Service: Section 4.2.2
§ 4.1.10 Value Analysis	Architect	Basic Service: Section 3.2.5.2 & Section 6.5
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation	Architect	Basic Services: Section 3.6.2.1
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	Basic Service: Section 4.2.3
§ 4.1.15 As-Constructed Record drawings	Architect	Basic Service: Section 4.2.4
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner	Section 5.6
§ 4.1.20 Telecommunications/data design	Architect	Basic Service: Section 12.5
§ 4.1.21 Security Evaluation and Planning	Not Provided	
§ 4.1.22 Commissioning	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28 Acoustical Design (Building or Site)	Not Provided	
§ 4.1.29 Radio System Design	Not Provided	
§ 4.1.30 Wireless Communications Design	Not Provided	
§ 4.1.31 Voice and Data Network Services Analysis, Design	Not Provided	
§ 4.1.32 Active Computer Network Electronics (Gateways, routers, switches, hubs, servers)	Not Provided	
§ 4.1.33 Telephone System (traditional and IP) Design	Not Provided	
§ 4.1.34 Peripheral System (voice mail, auto attendant, call accounting, etc.) Design	Not Provided	
§ 4.1.35 Foodservice Design	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.2.1 Building Information Modeling:

- .1 As part of the Architect's Basic Services, a Building Information Model (BIM) shall be created by the Architect as a digital representation of the physical and functional characteristics of the Project (herein after referred to as the 'model') to produce two-dimensional (2D) Construction Documents, construction bulletins, RFI responses, etc. suitable for bidding and construction. The model will be created using standards developed by the Architect. The model is intended for internal coordination among the design team and it is understood the model is not intended to be an exact and complete three-dimensional (3D) representation of how the Contractor(s) will construct the project.
- .2 It is the intent of the Architect to prepare the Architectural Model using Building Information Software – Autodesk Revit v 2017 (Architecture, Structural, MEP).
- .3 To clarify the documentation, the following is being assumed:
 - .1 Architectural, structural, mechanical, electrical details will be independent of the model
 - .2 Architectural wall sections and details will be provided in 2D
 - .3 Modeling will not include such items as equipment insulation, hangers, supports, and anchors; non-geometric information such as loads and pressures; testing/balancing; fire stopping; underfloor air distribution systems; sprinkler heads; ceiling mounted devices such as audio visual equipment; wall mounted elements such as plumbing fixtures, thermostats, etc; mechanical piping 3/4" diameter and less; branch medical piping; ductwork flanges; valves; housekeeping pads and curbs; loose lintels; bar joist bridging; support framing for ceiling-mounted equipment; cold formed metal stud framing; systems outside of the building's footprint; baseplates and anchor rods; reinforcing bars; and pockets in walls for beams; and, other items not normally modeled by the Architect and its consultants.
 - .4 Elements of the Project which are designed by product suppliers and where minimal coordination benefit will be obtained by modeling will not be included in the model.
 - .5 The model will not include Owner or vendor-provided and installed systems.
 - .6 The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
 - .7 The model will not be used in energy calculations, energy modeling, daylight analysis, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, etc., or to resolve all collisions.
 - .8 Modeling of existing conditions will be limited to the extent required to produce specifications and 2D Construction Documents.
 - .9 Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
 - .10 The Contractors will be required to account for all items shown on the Construction Documents, regardless of whether and how they are included in the model.
 - .11 The Contractors will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
- .4 The model will provided by the Architect to the Owner pursuant to Section 12.1 and Article 7.

§ 4.2.2 Architectural Interior Design: The Architect shall as part of its Basic Services provide interior finish selection for walls, floor and ceiling finishes and window treatments that are bid as a part of the Project and become a Cost of the Work. Interior design of the retail buildings are not included in the Architect's Services but can be provided as an Additional Service.

§ 4.2.3 As-Designed Record drawings: The Architect and Architect's consultants will make modifications to their Construction Document drawings to reflect the changes issued by the Architect in Construction Bulletins to the Contractor during construction. Changes will not be clouded or separately identified on the final as-design record drawings. The Architect will provide the Owner with an electronic PDF copy of the final drawings at the completion of construction for its records.

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§ 4.2.4 As-Constructed Record drawings: Upon completion of the Work, the Architect and Architect's consultants shall compile for and deliver to the Owner an electronic PDF copy of As-Constructed Record drawings based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record drawings will show significant changes made during construction. Because these Record drawings are based on unverified information provided by other parties, which the Architect and Architect's consultants are entitled to assume will be reliable, the Architect and Architect's consultants cannot and do not warrant their accuracy.

§ 4.2.5 Existing facilities surveys: The Owner shall provide the Architect with copies of documents pertaining to the existing buildings. The Architect and the Architect's consultants shall perform a visual observation of existing conditions and update the drawings to reflect conditions observed as part of Basic Services. Existing condition observations to be performed are based on a visual inspection only, and do not contemplate or involve the dismantling or moving of any objects or portion of the premises. Latent and concealed conditions, defects, and deficiencies are excluded from the Architects review. The Architect and the Architect's consultants shall have no liability for concealed from view or inaccessible conditions which were not able to be directly observed. The Architect and the Architect's consultants observations shall be limited to the conditions on the date of our observation, the real property, and not the review of personal property. Providing extensive surveys of existing conditions and taking field measurements shall be considered an Additional Service.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker;
- .12 Providing services for the design or selection of interior or exterior graphics and signage;
- .13 Providing services in connection with the procurement of works of art;
- .14 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project;
- .15 Providing services relative to future facilities, systems and equipment;
- .16 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
- .17 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner;
- .18 Services related to value engineering or negotiating construction cost/scope with contractors or others and making any related revisions to Instruments of Service after Construction Documents are complete;
- .19 Field testing, adjusting, balancing or field time to assist installation contractors; or

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.20 Energy modeling or Life Cycle Costing.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 up to sixteen (16) visits to the site by the Architect, corresponding with the Contractors monthly Project job-site meetings, over the duration of the Project during construction
- .3 up to one (1) review of the Work pursuant to Section 3.6.6.1 by the Architect to determine if the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 up to one (1) review of the Work by the Architect pursuant to Section 3.6.6.1 to determine final completion
- .5 Structural site visits, see Section 12.6.4.3
- .6 Mechanical, Electrical, Fire Protection, Plumbing, Technology and Security Electronics (MEPTSE) Engineering site visits, see Section 12.5.5.7

§ 4.3.4 If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's representative authorized to act on the Owner's behalf with respect to the Project is Brent Sutherland. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; flood plains; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, hazardous materials storage, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Contractor and Contractor's consultants during the Construction Phase, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. The Architect's updated estimates of the Cost of the Work (Sections 3.3.2 & 3.4.4), represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

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budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced, but in no case shall the Architect be entitled to compensation for services that have not been performed or for anticipated but unearned profits.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by the Owner or others are limited to printed copies (also known as hard copies) or portable document format (PDF) files distributed by the Architect. Files in working media format such as, but not limited to, AutoCAD, Revit, SketchUp or other building information modeling format that are furnished by Architect or its consultants to the Owner or others are only for convenience of the receiver of the files. Any conclusion or information obtained or derived from such working media files will be at the user's sole risk.

§ 7.6 When transferring documents in electronic media format, Architect and its consultants make no representation as to the accuracy, long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Architect and its consultants in preparation of these documents.

§ 7.7 If there is a discrepancy between the working media files and the PDF files or hard copy prints, the PDF and hard copy prints shall govern.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction in Wisconsin

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) calendar days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) calendar days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) calendar days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with its Reimbursable Expenses incurred through the date of termination and its reasonable out of pocket expenses associated with winding down the Project.

§ 9.7 Intentionally Deleted.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Wisconsin.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, and, in the sole judgment of the Architect, will not in any way increase the Architect's risk or the availability or cost of its Professional or General Liability insurance, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. Payment of any amount due to the Architect shall in no way be contingent upon the Architect's signing any certificate.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 10.9 Subject to the standard of care set forth in Section 2.2, Architect and its consultants may use or rely upon design elements and information ordinarily and customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

§ 10.10 This Agreement shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations, representations or agreements, either written or oral and any purchase order terms or conditions. The Agreement may be amended only by written instrument signed by both the Owner and Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

- .1 The Architect's Basic Services (Design Development, Construction Documents and Construction Phase Services) shall be provided for a lump sum fee of Four Hundred Sixty Four Thousand Dollars (\$464,000.00).

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Compensation Breakdown:	
Architectural Design	\$ 93,000
GRAEF	\$ 152,000
Mead & Hunt	\$ 219,000
Total Compensation	\$ 464,000

Sales tax on architectural, engineering and interior design services, if mandated by law, would be in addition to the fee for Architect's services.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for Additional Services shall be lump sum, hourly, or hourly not to exceed a stipulated sum as agreed in writing by the Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be lump sum, hourly, or hourly not to exceed a stipulated sum as agreed in writing by the Owner and Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %).

§ 11.5 The Compensation for Basic Services for each phase of services shall be as follows:

Design Development Phase	\$161,900
Construction Documents Phase	\$172,800
Bidding or Negotiation Phase	\$ 20,600
Construction Phase	\$108,700
Total Basic Compensation	\$464,000

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Potter Lawson's Hourly Rates	
Principal	\$ 155.00 - \$ 185.00/Hr.
Architectural Staff	\$ 75.00 - \$ 155.00/Hr.
Interior Design Staff	\$ 75.00 - \$ 110.00/Hr.
Professional Support Staff	\$ 50.00 - \$ 90.00/Hr.
Administrative Staff	\$ 50.00 - \$ 100.00/Hr.
GRAEF Hourly Rates	
Senior Group Manager	\$200.00/Hr.
Group Manager	\$186.00/Hr.

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User Notes: (2036806497)

Senior Professional	\$176.00/Hr.
Professional	\$102.00 - \$165.00/Hr.
Senior Technician	\$114.00 - \$131.00/Hr.
Technician	\$ 72.00 - \$102.00/Hr.
Administrative	\$72.00/Hr.

Mead & Hunt Hourly Rates	
Security Electronics Staff	\$188.00/Hr.
Mechanical Engineer	\$163.00/Hr.
Electrical Engineer	\$152.00/Hr.
Plumbing/Fire Protection Engineer	\$152.00/Hr.
Technology Engineer	\$150.00/Hr.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner other than the 3D modeling prepared by the Architect pursuant to Section 3.2.5;
- .8 Expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 INTENTIONALLY DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Delivery of Electronic Files

- .1 In accepting and utilizing any drawings, Model(s), reports and data or any form of electronic media generated and furnished by the Architect, the Owner and Contractor agree that all such electronic files are instruments of service of the Architect and the Architect's consultants, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights, except as set forth in Article 7 above.
- .2 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for this Project. Except as permitted under Article 7 above, the Owner and Contractor agree not to transfer these electronic files to others outside of the Project Team (Owner and Owner's Consultants, Contractor and appropriate Subcontractors) without the prior written consent of the Architect. The Owner and Contractor further agree to waive all claims against the Architect and the Architect's consultants resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.
- .3 The Owner and Contractor are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between electronic files and the signed Construction Documents and hard-copy addendum(s) prepared by the Architect, the signed, sealed or hard-copy Construction Documents and addendum(s) shall govern.
- .4 In addition, the User (Owner, Contractor, Subcontractors and/or Consultants) agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from Owner's and Contractor's modifications to the files not authorized by the Architect, or the Owner's and Contractor's unlicensed use of such files. Nothing in this section shall obligate one party to indemnify another party against its own negligence or intentional wrongdoing.
- .5 Under no circumstances shall delivery of electronic files for use by the Owner or others be deemed a sale by the Architect. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's or Contractor's use or reuse of the electronic files.
- .6 The Owner shall include this provision in its contract(s) with the Contractor and its Consultants.

§ 12.2 Discovery of Mold: Both parties acknowledge that the Architect's Scope of Services does not include any services related to the presence of mold or other like materials. In the event the Architect or any other party encounters any mold or other like materials on or about the Project site, or should it become known to the Architect that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the mold or other like materials. The Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's Additional Services, arising out of or in any way connected with the discovery of mold or other like materials. The Owner further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the discovery, removal or abatement of any mold or other like materials on or about the Project site.

§ 12.3 Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, it is understood by all parties that conditions will be uncovered during the remodeling and/or rehabilitation process which were not observed by the Architect and its consultants and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that architectural, engineering and construction costs

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may be incurred related to the Work. The Owner agrees to set aside a reserve fund/Owner contingency fund to be used, as required, to pay for any such increased project costs.

§ 12.4 Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

§ 12.5 Mechanical, Electrical, Plumbing, Fire Protection, Technology and Security Electronics Engineering Basic Services include:

- .1 Programming Phase Basic Services
 - .1 Review existing systems and determine what infrastructure needs to be upgraded or replaced.
 - .2 Discuss Mechanical (M), Electrical (E), Plumbing (P), Technology (T) and Security Electronics (SE) design considerations. Review different components of each system that could be incorporated into the project.
 - .3 Meeting and Survey: one (1) trip for each discipline (MEPTSE).
- .2 Design Development Phase Basic Services
 - .1 Incorporate design decisions into preliminary construction documents showing required demolition and proposed layout of new components.
 - .2 Provide a report identifying what systems will be designed and incorporated into the project.
 - .3 Provide cut sheets of products selected and an estimate of probable construction costs associated with the design.
 - .4 Meeting and Survey: one (1) trip for each discipline (MEPTSE)
- .3 Construction Documents Phase Basic Services
 - .1 Incorporate preliminary design into final Construction Documents showing all detailed information required to upgrade the existing security system. Provide complete floor plans of the Mechanical, Electrical, Plumbing, Technology and Security Electronics systems, enlarged plans of equipment rooms, details, riser diagrams and wiring diagrams.
 - .2 Develop final project specifications and bid documents.
 - .3 Identify construction packages, alternates and phasing.
 - .4 Provide an estimate of probable cost associated with the design.
 - .5 Meetings: one (1) trip for each discipline (MEPTSE).
- .4 Bidding Phase Basic Services
 - .1 Attend pre-bid walk-thru with bidding contractors.
 - .2 Review and pre-approve Security Electronics contractors qualified to perform the work.
 - .3 Process contractor requests for information and generate documents and addenda as required.
 - .4 Meetings: one (1) pre-bid walk-thru trip for one design professional.
- .5 Construction Phase Basic Services
 - .1 Process Contractor requests for information.
 - .2 Identify, review and process Change Order requests.
 - .3 Review shop drawing submittals to ensure conformance with project requirements.
 - .4 Generate and distribute a punch list of corrective items to the Contractor based on a final inspection at the end of construction.
 - .5 Provide one (1) site visit review to verify corrective action has been taken.
 - .6 Provide record drawings based on contractor-provided markups of Construction Documents.
 - .7 Meetings:
 - a. provide up to twelve (12) construction site visits -- one design professional for each meeting.
 - b. provide one (1) punch-list trip for each discipline (MEPTSE).
 - c. provide one (1) closeout confirmation trip for one design professional.

§ 12.6 Structural Engineering Basic Services include:

- .1 Design Development Phase Basic Services
 - .1 Field review of east and west parking decks; GRAEF will chain drag and document repair areas

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- .2 Review core and chemical/petrographic tests on 12 cores on east parking deck provided by the Owner. These cores and chemical/petrographic tests are required to determine depth of scarifying concrete and removal of poor concrete.
- .3 Provide preliminary documents and details of repairs along with layout and new stairs and elevator.
- .4 Prepare a cost estimate for east and west parking deck repairs only.
- .5 Attend one (1) meeting with Owner.
- .2 Construction Document Phase Basic Services
 - .1 Complete final Construction Documents and specifications.
 - .2 Attend one (1) meeting with Owner to review final Construction Documents.
 - .3 Issue final construction documents and specifications for bid package including stamped sets for building department approvals.
- .3 Bidding Phase Basic Services
 - .1 Attend pre-bid meeting(s). Assumes up to two (2) pre-bid meetings.
 - .2 Prepare addendums.
 - .3 Review bids.
- .4 Construction Phase Basic Services
 - .1 Review shop drawings and submittals.
 - .2 Respond to RFI's / construction questions.
 - .3 Provide the following site visits during construction and provide field reports for each:
 - a. provide up to six (6) site visits for east parking deck.
 - b. provide up to three (3) site visits for west parking deck.
 - c. provide up to two (2) site visits for new stairs and elevator.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document A201™-2007, General Conditions of the Contract for Construction

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Eric D. Lawson President

(Printed name and title)

Init.

MARILYN BONDEHAGEN

From: Kevin Anderson <kevina@potterlawson.com>
Sent: Friday, December 22, 2017 1:59 PM
To: Brent Sutherland
Cc: Eric Lawson; Kara Schloemer
Subject: Rock County Courthouse - Phase 2 & 3 Proposal
Attachments: PLI Bldg Access Proposal_PH2&3_122217.pdf

Brent;

Attached please find a copy of our Proposal for Phase 2 & 3
Please review and let us know if you have any questions or concerns.

We look forward to working with you on this project and are ready to get started.

Happy Holidays!
Regards,

Kevin Anderson, AIA
Potter Lawson, Inc.

749 University Row, Suite 300 | Madison, WI 53705
T - 608.274.2741
www.potterlawson.com

Celebrating over 100 Years of Success by Design



December 22, 2017

Mr. Brent Sutherland
Rock County – General Services
51 South Main Street
Janesville, WI 53545

RE: Building Access and Weapons Screening
Option 2 - 3R and Option 3
Architectural Services Proposal

Dear Mr. Sutherland:

We are pleased you have requested Potter Lawson, Inc. to provide Architectural and Engineering services for improving Building Access and Weapons Screening at the Rock County Courthouse located at 51 West Main Street in Janesville, Wisconsin. This letter will serve to outline the project, the services to be provided, and the basis for our compensation.

Project Background:

In September 2015, the Rock County Board hired Mead & Hunt to prepare plans and specifications for the design and bidding of Duress Alarms, Card Access, Door Control / Monitoring and Video Surveillance improvements to the existing Courthouse – this work has been defined by Rock County as Phase 1. Mead & Hunt's work does not include development of alternatives to improve building access and weapons screening. Phase 1 is being completed by Mead & Hunt under a separate contract with the County without Potter Lawson's involvement.

In March 2016, Potter Lawson began Phase 2, an architectural study to investigate and identify alternatives for improving building access and weapons screening at the existing Courthouse. This study led to several options being considered. The County selected Option 3R.

In May 2017, Potter Lawson began Phase 3, an architectural study to investigate the structural condition of the existing east parking structure in order to make a recommendation to the County on the long-term viability of making maintenance improvements to the existing structure.

In October 2017, Potter Lawson presented to the Rock County General Services Committee a recap of the options studied in Phase 2.

General Project Description:

The Project is identified as Phase 2 and 3 Building Access, Screening Screening and Parking Structure Improvements. The Project is generally defined as Phase 2, Option 3R which includes screening all public at the west side entrance and badging staff for entrance at the east side. This Option also includes repairs to the front west parking structure and security upgrades in the west entrance lobby. Also included are repairs to the east parking structure with maintenance and repairs, new stair and elevator to make it ADA accessible. Security Phase 3 renovation which includes adding millwork and separation between public and staff in multiple departments within the courthouse. Phase 2 and Phase 3 are combined and will be completed together as one Project.

This Proposal is based upon a total estimated Project cost of \$6,050,000.

This Proposal is based upon the following Schedule:

Design Development (12 weeks)	February 5, 2018 – April 27, 2018	See Note below
Construction Documents (8 weeks)	April 30, 2018 – June 22, 2018	
Bidding / Award by County (8 weeks)	June 25, 2018 – August 17, 2018	
Construction (8 months)	August 20, 2018 – April 15, 2019	

Note: Prior to Structural Design of the East Parking Structure the Owner shall contract with a company to provide Cores and Chemical/Petrographic Tests of the existing structure. These tests will typically take 6-8 weeks to procure and the design team will need six weeks following completion of the tests to complete Design Development.

Consultants retained by Potter Lawson:

GRAEF: Structural Engineering

Mead & Hunt: Mechanical, Electrical, Plumbing/Fire Protection, Technology and Security Electronics

Consultants retained by Owner:

- Core and Chemical/Petrographic Testing
- Construction Testing
- Site Survey of existing parking decks for east and west parking decks along with area for new stairs and elevators including, but not limited to, documentation of existing elevations and drains.

Specific Project Description by Project Area:

Architectural and engineering services are based upon the following description of Work:

1. Phase 2 West side Entrance Lobby – Public Entry (public screening area).
Revise the existing front entry area to include a new screening station:
 1. Metal detectors (by Owner)
 2. Package scanners (by Owner)
 3. ADA entrance (by Owner)
 4. Queuing line (by Owner)
2. Phase 2 Rear entrance Area - Staff Entry Only – Badging in
 1. Revise the existing stair tower (between existing parking structure and existing courthouse)
 2. New stair
 3. New elevator
3. Phase 2 East and West Parking Garage Repairs and East New Stair and Elevator

East Parking Deck:

- A. Repairs as outlined in Walkers report dated September 2016. These include:
 1. Replacement of the deteriorated asphalt in the drive lane of the west bay.
 2. Repair concrete floor and lifting loop pocket spalls/delaminations.
 3. Repair concrete spalls/delamination on the beams, columns, column haunches, walls, tee stems and double-tee flanges.
 4. Installation of expansion joints at the two entrance/exits to the Upper Level.
 5. Route and seal random cracks in the floor system with a urethane sealant.
 6. Replacement of all the sealants at the cove, control and vertical joints. Tee-flange-to-tee-flange sealants will be removed as a 4-inch topping will be installed and water must not become trapped between new 4-inch topping and existing precast flange joint.
 7. Replacement of the corroded floor drains and piping.
 8. Replacement of the broken shear connectors.
 9. Installation of supplemental bearing supports below two tee stems that have lost partial bearing capacity.
 10. Paint underside of east parking deck and walls with a breathable paint.

- B. Any additional visual repairs that GRAEF finds after a re-inspection occurs. It has been 18 months since Walkers report so a re-inspection needs to be completed.
- C. Installation of 4-inch concrete topping
 - 1. Cores and chemical/petrographic testing be completed by the Owner to inform the structural engineer on the extent of chloride penetration so that concrete can be properly scarified and removal of poor concrete is completed so that new topping will bond to existing concrete tee flanges.
 - 2. Removal of all existing traffic toppings
 - 3. Installation of a bonded 4-inch topping; Topping will be reinforced and mechanically bonded to tee stems.
 - 4. Sealants installed at all construction joints placed in topping slab. Any shrinkage cracks that occur in topping slab will need to be routed and filled with sealant.
 - 5. Application of penetrating sealer to topping slab if required. The engineer is considering a crystalline admixture (Xypex) so a sealer may not be required.
 - 6. Re-stripping of parking stalls for east parking deck elevated slab only.
 - 7. Re-grading and providing new approach slabs for entrances at St Lawrence Street and east side.
- D. Installation of perimeter railings or 4 inch concrete caps to all perimeter walls so that we have a 42-inch minimum height per code.

West Parking Deck:

- A. Repairs as outlined in Walkers report dated September 2016. These include:
 - 1. Repair of the concrete floor spalls/delamination.
 - 2. Repair of the concrete spalls/delamination on the beams, columns, walls, tee stems and double-tee flanges.
 - 3. Installation of expansion joints at the two entrance/exists to the Upper Level.
 - 4. Replacement of all the sealants at the tee-flange-to-tee-flange, cove, control and vertical joints.
 - 5. Apply a penetrating sealer to the supported floor surfaces.
 - 6. Re-coat existing worn traffic topping.
 - 7. Replacement of the corroded floor drains and piping.
 - 8. Replacement of the broken shear connectors.
 - 9. Re-stripping the parking stalls where the sealer is being applied on elevated slab only. The original stripes will be partially removed when preparing the surface for the sealer application.
 - 10. Paint underside of west parking decks and lower walls with a breathable paint.
- B. Re-inspect for other repairs – Provide chain drag and document additional repairs

New Stairs and Elevator at East Parking Deck

- A. Demo of existing stairs at East Parking Deck and install a new stair and elevator per Schematic Design Drawings pp 7 dated October 10, 2017.

- 4. Phase 3: Public Transportation / Restricting Access
To Improve safety for employees within the existing courthouse, restrict public access to County personnel and improvements of services counters at departments with staff / public transactions. Areas of cash transactions will be defined by the Owner and separated by both millwork and glass. District Attorney's Office will be separated by bullet-resistant millwork and glass.

The following is a description of Work by Department:

- A. Register of Deeds: (First Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. No glass separation required
 - 4. New half high door, separate public from staff

- B. County Treasurer: (Second Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. Glass separation (open top & bottom)
 - 4. New full height door (w/card access), separate public from staff

- C. County Clerk: (Second Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. No glass separation required

- D. Planning: (Second Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. No glass separation
 - 4. (20 half high doors, separate public from staff)

- E. Clerk of Courts: (Second Floor)
 - 1. New casework and solid surface countertop
 - 2. Divide at deferred payment office
 - 3. Include ADA height counter
 - 4. Glass separation (sliding operation) – similar to rest of stations this area

- F. Judges Office Area: (Second Floor)
 - 1. New Door - front entry door – change to full glass (top & bottom)

- G. Jury Assembly Area: (Second Floor)
 - 1. Create new cashier transaction opening location outside lobby area
 - 2. Leave existing transaction window in current location with glass and all.
 - 3. New casework and solid surface countertop at new opening

- H. Child Support: (Third Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. Glass separation (open top & bottom) – coordinate with existing soffits and lighting

- I. Probate: (Third Floor)
 - 1. New casework and solid surface countertop (all the way across the opening)
 - 2. Move casework back to provide more room for waiting area
 - 3. Include ADA height counter
 - 4. Glass separation (open top & bottom)

- J. District Attorney: (Fourth Floor)
 - 1. New casework and solid surface countertop (w/ ARMORCORE below and in adjacent walls)
 - 2. Bullet resistance protection is required
 - 3. Include ADA height counter
 - 4. Bullet resistant glass separation
 - 5. Coordination of HVAC, Lighting, etc.

- K. Family Mediation: (Fourth Floor)
 - 1. New casework and solid surface countertop
 - 2. Include ADA height counter
 - 3. Move entry door / wall back – create more space with in
 - 4. Look at changing the swing of the entry door (Code review)
 - 5. Add new gate (half high door), separate public from staff

Scope of Services:

1. Architectural Basic Services provide by Potter Lawson are as follows:

Design Development Phase Services

1. Develop and refine architectural floor plan layouts of each portion of the Project
2. Develop demolition plan
3. Provide cut sheets of products for Owner review and approval
4. Discuss and identify interior finishes
5. Provide an estimate of probable construction costs at the completion of Design Development
6. Owner to identify any alternates that should be incorporated into the Project
7. Assist in the selection of interior finishes
8. Meetings: up to two (2) meetings with the General Services Committee and up to one (1) meeting with the County Board

Construction Documents Phase Services

1. Prepare final architectural floor plans and details
2. Develop Project specifications and bidding requirements
3. Identify construction phasing, if any
4. Update estimate of probable construction cost at the completion of Construction Documents Phase
5. Meetings: up to one (1) meeting with the General Services Committee and up to one (1) meeting with the County Board

Bidding Phase Services

1. Prepare responses to questions from prospective bidders
2. Consider requests for substitutions, if the Construction Documents permit substitutions
3. Distribute addenda to the County for distribution to prospective bidders
4. Attend a pre-bid conference
5. Meetings: attend one (1) pre-bid conference

Construction Phase Services

1. Respond to contractor requests for information
2. Identify, review and process change order requests
3. Review shop drawing submittals
4. Perform up to sixteen (16) site visits corresponding with the contractor job-site meetings to observe construction
5. At completion of construction provide up to one (1) site visit to review if the Work is substantially complete
6. Upon final completion by the contractor provide up to one (1) visit to the site to determine final completion of the Work
7. Provide record drawings based on contractor-provided markups of Construction Documents.

2. Mechanical, Electrical, Plumbing, Fire Protection, Technology and Security Electronics Engineering Basic Services provided by Mead & Hunt are as follows:

Programming Phase Services

1. Review existing systems and determine what infrastructure needs to be upgraded or replaced
2. Discuss Mechanical (M), Electrical (E), Plumbing (P), Technology (T) and Security Electronics (SE) design considerations. Review different components of each system that could be incorporated into the project
3. Meeting and Survey: one (1) trip for each discipline (MEPTSE)

Design Development Phase Services

1. Incorporate design decisions into preliminary construction documents showing required demolition and proposed layout of new components
2. Provide a report identifying what systems will be designed and incorporated into the project

3. Provide cut sheets of products selected and an estimate of probable construction costs associated with the design
4. Meeting and Survey: one (1) trip for each discipline (MEPTSE)

Construction Documents Phase Services

1. Incorporate preliminary design into final Construction Documents showing all detailed information required to upgrade the existing security system. Provide complete floor plans of the Mechanical, Electrical, Plumbing, Technology and Security Electronics systems, enlarged plans of equipment rooms, details, riser diagrams and wiring diagrams
2. Develop final project specifications and bid documents
3. Identify construction packages, alternates and phasing
4. Provide an estimate of probable cost associated with the design
5. Meetings: one (1) trip for each discipline (MEPTSE)

Bidding Phase Services

1. Attend pre-bid walk-thru with bidding contractors
2. Review and pre-approve Security Electronics contractors qualified to perform the work
3. Process contractor requests for information and generate documents and addenda as required
4. Meetings: one (1) pre-bid walk-thru trip for one design professional

Construction Phase Services

1. Process Contractor requests for information
2. Identify, review and process Change Order requests
3. Review shop drawing submittals to ensure conformance with project requirements.
4. Generate and distribute a punch list of corrective items to the Contractor based on a final inspection at the end of construction.
5. Provide one (1) site visit review to verify corrective action has been taken
6. Provide record drawings based on contractor-provided markups of Construction Documents.
7. Meetings:
 - provide up to twelve (12) construction site visits – one design professional for each meeting
 - provide one (1) punch-list trip for each discipline (MEPTSE)
 - provide one (1) closeout confirmation trip for one design professional

3. Structural Engineering Basic Services provided by GRAEF are as follows:

Design Development Phase:

1. Field review of east and west parking decks; GRAEF will chain drag and document repair areas
2. Review core and chemical/petrographic tests on 12 cores on east parking deck provided by the Owner. These cores and chemical/petrographic tests are required to determine depth of scarifying concrete and removal of poor concrete.
3. Provide preliminary documents and details of repairs along with layout and new stairs and elevator
4. Prepare a cost estimate for east and west parking deck repairs only
5. Attend one meeting with owner

Construction Document Phase

1. Complete final Construction Documents and specifications
2. Attend one meeting with owner to review final Construction Documents
3. Issue final construction documents and specifications for bid package including stamped sets for building department approvals

Bidding Phase

1. Attend pre-bid meeting(s). Assumes up to two (2) pre-bid meetings
2. Prepare addendums
3. Review bids

Construction Phase

1. Review shop drawings and submittals

2. Respond to RFI's / construction questions
3. Provide the following site visits during construction and provide field reports for each:
 - Up to six (6) site visits for east parking deck
 - Up to three (3) site visits for west parking deck
 - Up to two (2) site visits for new stairs and elevator

Scope of Services Assumptions:

1. Rock County will provide AutoCAD electronic files of the existing Courthouse floor plans and site plan for use in completion of this Project and the design team shall be able to rely upon the accuracy and completeness of these files in completion of services. Potter Lawson shall not disclose or transfer floor plans of the Rock County courthouse to any outside individual or agency without the prior knowledge and consent of Rock County.
2. The Scope of Services does not include any work related to the existing load dock on the west side of the courthouse or constructing a new loading dock on the east side of the courthouse.
3. Construction Documents will be issued in a single bid package for bidding.
4. Potter Lawson is not responsible for preparation of staffing, operation, maintenance, or utility costs. These costs, if required, will be provided by others. Potter Lawson can insert information provided by others into our report and presentations to allow the County to have information in a single location.
5. Design and documentation of alternates can be provided as an Additional Service.
6. Signage and graphic design are not included in Basic Services.
7. Acoustical design is not included in Basic Services.
8. Construction is assumed to be eight months with Phase 2 and Phase 3 overlapping.
9. No Stormwater management for east, west and new stairs and elevator is included in Basic Services. If required, these services will be an Additional Service.
10. No software design is included in Basic Services.

Compensation:

1. Architectural and engineering Basic Services as outlined above shall be provided for a lump sum fee of Four Hundred Sixty Four Thousand Dollars (\$464,000.00).

Breakdown:

Potter Lawson	\$ 97,000
GRAEF	\$ 152,000
Mead & Hunt	\$ 215,000
Total	\$ 464,000

2. Reimbursable expenses are not included in the Basic Services fee noted above. Reimbursable expenses include travel, printing, postage and handling, government approval fees, and other similar Project-related expenses. The Owner should budget approximately \$10,000 for Reimbursable Expenses.
3. The Basic Services fee noted above does not include Core and Chemical/Petrographic Testing services provided by the Owner. GRAEF has reached out to American Engineering Testing, Inc. in Minneapolis and received an estimate (not a quote) of \$33,000 to complete this testing in 6 to 8 weeks. If the testing is expedited the cost will likely increase.

We look forward to working with you. If this proposal meets with your approval we will forward an Owner/Architect Agreement for execution prior to beginning services. If you have any questions, please don't hesitate to contact us.

Sincerely,
POTTER LAWSON, INC.



Eric D. Lawson, AIA
President /CEO