

**ATTACHMENT NO. 1**  
**SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS**  
**FEMRITE DRIVE PHASE I TENANT IMPROVEMENT REMODEL**  
**MADISON POLICE DEPARTMENT TRAINING CENTER**

**CONTRACT NO. 6485**

In this Attachment 1; the word "City" means City of Madison, Wisconsin; the word "Architect" means the licensed design professional, Angus Young Associates, Inc.; and the word "General Building Contractor" means the entity which will construct the structure.

**ARTICLE I. PROJECT DESCRIPTION**

The project is the development and preparation of designs, plans and specifications, preparation of bid documents, assistance in the bid process and construction administration for the design and construction of tenant improvement remodeling, including utilities site work for the Madison Police Department Training Center located at 5702 Femrite Drive, Madison, Wisconsin.

The project is to convert the former warehouse and manufacturing space into a state of the art training center over several phases of construction. Phase #1 shall include pre-service academy classrooms, academy office, toilet/locker/shower rooms, mechanical room, telecom room, adjoining storage rooms, and similar spaces.

Professional design services shall include architectural, civil, HVAC, plumbing, electrical, fire protection, telecommunications, and similar disciplines as required.

The scope of this project includes professional architectural and engineering design services for building improvements that will achieve a minimum of LEED Silver Certification at a certified level following the U.S. Green Building Council's LEED for New Construction and Major Renovations (LEED-NC) Rating System (for a copy of the LEED-NC Rating System go to [www.usgbc.org](http://www.usgbc.org) and click on LEED). LEED certification for this project will be registered at the beginning of Phase I and final submittals to USGBC upon completion of future Phase III remodeling.

The estimated preliminary construction budget for Phase I of this project is \$800,000 (\$700,000 for construction and \$100,000 for furniture).

Attachment 1 shall include the following exhibits:  
Exhibit 'A': 1-page existing floor plan dated July 8, 2010  
Exhibit 'B': 1-page Fee Summary dated July 9, 2010

**ARTICLE II. SERVICES TO BE PERFORMED BY THE ARCHITECT**

The Architect's services shall consist of the five (5) phases described below and shall be performed by the Architect as principal.

**PHASE I: PRE-DESIGN PHASE**

- A. Review all pre-design information provided by the City.
- B. Meet and confer with representatives of the City to prepare proposed space programs, staffing programs, and space needs summaries.

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- C. Meet and confer with representatives of the City to review existing concept schematic and possible changes, review the city's timetable for scheduling and completion of various phases of the design and construction contracts.
- D. Meet and confer with the City Fire Marshal to identify programming criteria related to fire suppression systems, building type, fire alarm systems, site considerations for fire vehicle access, fire hydrant locations, and similar fire department related requirements.
- E. Conduct a pre-design charrette to develop clear and quantitative sustainability goals that: optimize energy efficiency, promote occupant productivity and health, promote resource conservation and environmental responsibility. The charrette will be attended by the various disciplines of the design firm and its consultants. The sustainable design goal setting session shall be used to develop a consensus of the strategies and technologies to be explored during design. The Architect will use LEED-NC rating system as a goal setting tool to establish a LEED target.
- F. Furnish five (5) sets of completed Pre-Design Documents as needed at the end of this phase to the City's Designated Representative.
- G. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of pre-design phase.
- H. The Architect shall not proceed beyond Phase I without written authorization from the City's Designated Representative.

**PHASE II: SCHEMATIC DESIGN PHASE**

- A. Review all design information provided by the City.
- B. Prepare a schematic design master plan illustrating all phases of the interior renovation of the 22,400 square foot training area and firing range addition to the existing facility. Schematic plans shall include site plan, floor plans and exterior elevations of the proposed master plan. The schematic floor plans shall illustrate wall, door, window, fixture and furniture layouts for review and approval by the City of Madison Police Department, City Staff and committees. Included in the master planning process will be a LEED assessment and goal setting for achieving LEED Silver certification. The Architect shall not proceed beyond Master Plan without written authorization for the City's Designated Representative.
- C. Prepare schematic designs consisting of drawings and other documents illustrating the scale and relationship of the Project components for approval by the City including, but not limited to, site plans, basic building design floor plans, exterior elevations, building sections, perspective sketches.
- D. Prepare and present to City for review and approval a sustainability schematic design report. The report shall contain a narrative discussion of project goals and priorities developed as part of the charette including a completed copy of the LEED assessment. Identify opportunities and special features for design elements to address incorporating "Green Building" design materials and

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system(s) into the project design. Include preliminary cost estimates associated with proposed green building design materials and system(s). The City intends to submit this project for a minimum of LEED Silver certification, during future Phase II & III remodeling, for New Construction and Major Renovations (LEED-NC certification). Identify proposed "Green Building" elements and highlight features on schematic design drawings in both graphic and written summary.

- E. Prior to completion of Phase II, submit to the City's designated representative a statement of the estimated cost of site and building improvements. It is understood that the City's designated representative shall approve the estimated cost before the Architect shall proceed. In the event that the City does not approve any submittal, because the submittal does not meet the construction budget or does not comply with previously approved project directives, Architect agrees to revise submittal until approved by the City.
- F. Develop project time schedules for the project indicating the expected progress of the work (include architectural and engineering design, bidding, contract execution and construction).
- G. Meet and confer with the City's Information Technology department to review designs for telecommunications/data systems. Contact Information Services, Network Communications Team, at 266-4454 to schedule telecom design review meetings.
- H. Meet and confer with the City Fire Marshal to review schematic design plans and specifications related to fire suppression systems, building type, fire alarm systems, site considerations for fire vehicle access, fire hydrant locations, and similar fire department related requirements.
- I. Meet and confer with City Engineering to review schematic design site plans related to storm water management and design.
- J. Systems furniture design and plans will be prepared by Interior Investments Company. Meet and confer with City staff and Interior Investments Company to coordinate preparation of systems furniture design plans.
- K. Furnish five (5) sets of completed drawings, specifications, and other documents at the end of this phase to the City's Designated Representative.
- L. Meet and review architectural schematic design documents with the Board of Public Works. This is an informational meeting and shall occur prior to proceeding beyond Phase II. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project related design materials.
- M. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of schematic phase.
- N. The Architect shall not proceed beyond Phase II without written authorization from the City's Designated Representative.

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PHASE III: DESIGN DEVELOPMENT PHASE

- A. Prepare, from the City approved Schematic Documents, the Design Development documents consisting of drawings and other documents to fix and describe the size and the character of the entire facility as to architectural, civil, landscape, structural, HVAC, plumbing, electrical power and communications, interiors, and such other essentials as may be appropriate. In addition, the Architect shall, as a part of this phase, include the following specific considerations:

1. BUILDING DESIGN

- a. Prepare building floor plans, exterior elevations, building sections, wall sections, and similar drawings of the described areas.
- b. Prepare reflective ceiling and lighting plans, including lighting fixture schedules and switching plans and selection of and/or design of lighting fixtures that supply adequate working light, conserving as much electric energy as is practical.
- c. Plan, design and specify repairs to the building exterior, including materials, finishes, and colors. Provide samples of materials, finishes, and colors as needed.
- d. Prepare interior signage and way finding plans, schedules, and details.
- e. Provide special designs or graphics to identify special areas of service.
- f. Provide interior elevation drawings for all casework, toilet rooms, and special conditions.
- g. Provide designs for telecommunications/data raceway and wiring systems, including security, telephone, data and cable TV. This work includes phone and data cabling. Systems design shall include all built-in components. The specification for cable subsystem shall be provided by the City.
- h. Building design elements in the path of travel to all public and all staff work areas shall be accessible and shall be designed to meet the minimum standards of ADA Accessibility Guidelines.
- i. Interior Design Services: Plan, design, and specify typical interior design colors and texture selections for interior finish materials, furniture, furnishings, and special features. Provide three (3) interior design color boards at the completion of interior design for reference of approved interior finish materials and colors.

2. SITE PLANNING/CIVIL ENGINEERING

- a. Prepare existing site plan drawing on CADD indicating all existing locations and orientations of buildings, pavements, drainage and other amenities.
- b. Modify site plan drawing as needed to incorporate any new requirements being required by other City agencies in the plan review process. New requirements may include but are not limited to:
  - Site fire protection drawings for fire department access including fire engine clearances, turning radius, and fire hydrant locations.
  - Storm water management and erosion control measures as needed.
  - Parking changes, bike storage, walks, area lighting
  - Any new or relocated utility entrances.
  - Any changes or additions in landscaping to include exterior signage.

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- B. Incorporate City approved “Green Building” elements selected from the Pre-Design Phase into the building design. Insure that the elements selected will achieve the City’s goal for a minimum of LEED Silver certification for New Construction and Major Renovations (LEED-NC certification). Identify proposed “Green Building” elements and highlight features on building design drawings in both graphic and written summary.
- C. Prior to completion of Phase III, submit to the City's designated representative a statement of the estimated cost of building improvements. It is understood that the City’s designated representative shall approve the estimated cost before the Architect shall proceed. In the event that the City does not approve any submittal, because the submittal does not meet the construction budget or does not comply with previously approved project directives, Architect agrees to revise submittal until approved by the City.
- D. Notwithstanding recommendations or approval by the City, the Architect shall not be relieved from responsibility for the constructability of details.
- E. Develop project time schedules for the project indicating the expected progress of the work (include architectural and engineering design, bidding, contract execution and construction).
- F. Meet and confer with the City’s Information Technology department to review designs for telecommunications/data systems. Contact Information Services, Network Communications Team, at 266-4454 to schedule telecom design review meetings.
- G. Meet and confer with the City Fire Marshal to review design development plans and specifications related to fire suppression systems, building type, fire alarm systems, site considerations for fire vehicle access, fire hydrant locations, and similar fire department related requirements.
- H. Systems furniture design and plans will be prepared by Interior Investments Company. Meet and confer with City staff and Interior Investments Company to coordinate preparation of final systems furniture design plans.
- I. Furnish five (5) sets of completed drawings, specifications, and other documents at the end of this phase to the City’s Designated Representative.
- J. Meet and confer with City, other City staff, users, and others as required to complete all design approval needs and completion aspects of design development phase.
- K. The Architect shall not proceed beyond Phase III without written authorization from the City’s Designated Representative.

**PHASE IV: CONSTRUCTION DOCUMENTS PHASE**

- A. Prepare from the approved design development documents, for approval by the City, drawings and other specifications setting forth in full detail the requirements for the construction of the entire project, and assist in the preparation of bidding forms, the conditions of the Contract and the form of Agreement between the City and the General Building Contractor.

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- B. Prepare and present to City for review and approval a final sustainability design report. Provide a narrative summary of all sustainable project goals and all special sustainability measures included. Provide a final LEED assessment checklist. Include final cost estimates associated with proposed green building design materials and system(s).
- C. Prior to completion of Phase III, submit to the City's designated representative an updated statement of the estimated cost of building improvements. It is understood that the City shall approve the *estimated* cost before the Architect shall proceed. In the event that the City does not approve any submittal, because the submittal does not meet the construction budget or does not comply with previously approved project directives, Architect agrees to revise submittal until approved by the City.
- D. At the completion of Phase III, submit complete drawings and specifications suitable for making multiple copies to the City's designated representative.
- E. Develop project time schedules for *the* project indicating the expected progress of the work (include architectural and engineering design, bidding, contract execution and construction).
- F. Meet with the City's Information Technology department to review designs for telecommunications/data systems. Contact Information Services, Network Communications Team, at 266-4454 to schedule telecom design review meetings.
- G. Meet and confer with the City Fire Marshal to review construction document plans and specifications related to fire suppression systems, building type, fire alarm systems, site considerations for fire vehicle access, fire hydrant locations, and similar fire department related requirements.
- H. Meet and review architectural and engineering construction documents with Board of Public Works. Prepare appropriate presentation materials which may include large color presentation boards, power point presentations, handout sheets, project schedules, and similar project design related materials.
- I. Furnish five (5) sets of completed drawings, specifications, and other documents at the end of this phase to the City's Designated Representative.
- J. At the completion of Phase IV, submit copy of electronic digital drawing files compatible with the City system (AUTOCAD Release 2008 or earlier) to the City's designated representative. Reference files shall be attached to each drawing.
- K. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of construction document phase.
- L. The Architect shall not proceed beyond Phase IV without written authorization from the City's Designated Representative.

**PHASE V: BIDDING PHASE**

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- A. The Architect, following the City's approval of the Construction Documents and of the latest Statement of Probable Construction Cost and the City's declaration of its intent to put the project out for bidding, shall assist the City in preparation and assembly of the final standard City contract specifications. The City's contract specifications will be prepared by the City's Designated Representative and shall include statements relating to advertising for bid, instructions to bidders, small business enterprise program information, proposal, bid bond, agreement, payment bond, performance bond, and prevailing wage rates. Bidding, bid opening, building contractor selection, and contract signing will be provided by the City Engineering Division and the Board of Public Works. Architect shall answer questions during bidding and contract negotiations and develop proper and timely addendums as required. Architect shall attend pre-bid conference meeting. Assist the City in obtaining printing for bid sets of plans and specifications. The cost of bid set printing will be by the City.
- B. As the City has a total construction cost limitation for this project, the Architect shall adhere to this limitation. Should the total bid for all work exceed the estimated probable costs of construction by more than eight (8) percent, the City shall have the discretion to require the Architect to revise the design at no additional cost to the City, whether or not the City ultimately decides to complete the project according to the redrafted plans or the original plans.

**PHASE VI: CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- A. The Construction Phase will commence with the award of the construction contract and will terminate when the Common Council accepts the construction. Refer to Contract for Purchase of Services (Architect) section No. 24, Basis For Payment.
- B. The Architect, as the representative of the City during the Construction Phase, shall advise and consult with the City and all of the City's instructions to the General Building Contractor shall be issued through the Architect. The Architect shall have the authority to act on behalf of the City to the extent provided in the City of Madison Standard Specifications for Public Works Contracts and General Conditions unless otherwise modified in writing.
- C. The Architect shall at all times have site access to the construction work.
- D. The Architect, and when appropriate to the progress of the project any sub-consultants used, shall attend construction meetings. The General Building Contractor shall conduct construction meetings and shall prepare minutes of the meetings. Such meetings shall be held at regular 2-week intervals plus additional meetings as may be required to maintain progress of the work. The Architect shall make periodic visits to the site as necessary to maintain familiarity with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect shall not be required to make exhaustive or continuous onsite observations to check on the quality or quantity of the construction work. The Architect shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the General Building Contractor's rights and responsibilities under the Contract Documents.

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- E. Based on construction observations at the site and on the General Building Contractor's applications for payment, the Architect shall assist the City to determine the amount owing to the General Building Contractor by verifying quantities of work put in place on the General Building Contractor's application for payment.

The Architect's review of the General Building Contractor's request for payment shall constitute a representation to the City, based on the Architect's observations of construction at the site as provided in sub-paragraph D and on data comprising the General Building Contractor's Application for Payment, that to the best of the Architect's knowledge, information and belief, the construction work has progressed to the point indicated, and the quality of the construction work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the construction 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.

The issuance of an opinion for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality of the construction work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received by the City to substantiate the General Building Contractor's right to payment, or (4) ascertained how or for what purpose the General Building Contractor has used money previously paid on account of the contract sum.

- F. The Architect shall be available to report to the Board of Public Works on claims of the City or General Building Contractor relating to the execution and progress of the work and on all other matters or questions related thereto.
- G. The Architect shall have authority to reject work, which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, with the approval of the City's Designated Representative, the Architect will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. The cost of such special inspection or testing shall not be borne by the Architect.

The Architect shall not be responsible for the General Building Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the General Building Contractor, Subcontractors, or their agents of employees, or for any other persons or entities performing portions of the work.

- H. The Architect shall review and take other appropriate action upon the General Building Contractor's submittals such as shop drawings, product data, and samples and make recommendations regarding such to the City's Designated Representative. The submittal review and action is for the limited checking for conformance with information given and the design



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concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for installation or performance of equipment or systems, all of which remain the responsibility of the General Building Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate acceptance of an assembly of which the item is a component.

- I. The Architect shall prepare, reproduce, and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by General Building Contractor or City. The Architect shall also prepare, reproduce, and distribute drawings and specifications with revisions to describe work to be added, deleted, or modified. Prepare change orders for the written approval of City and present proposed changes to the Board of Public Works for approval. Clarifications, drawing revisions, change orders and similar items shall be prepared in a timely manner.
- J. The Architect shall conduct construction observations to determine the dates of substantial completion and final completion, substantiated by punch lists, shall receive and review written guarantees and related documents assembled by the General Building Contractor, and shall transmit said data to the City's Designated Representative who will prepare the final Certificate for Payment. The Architect's punch list review shall be conducted with the City's Designated Representative to check conformance of the visible construction work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list of submitted items by the General Building Contractor of construction work to be completed or corrected.
- K. The Architect shall review and approve for reasonable accuracy and completeness, the General Building Contractor's submission of "record" drawings and operations and maintenance manuals and transmit same to the City prior to certification of the General Building Contractor's application for final payment.
- L. At the completion of construction the Architect shall attend one design process analysis meeting. The purpose of this meeting is to assess the City's efforts to implement LEED-NC sustainable design and construction requirements into the project and review any lessons learned from the overall effort. The meeting will be conducted as a round table discussion session. The Architect will provide a written analysis of the LEED-NC environmental goals of this project and the design's success in meeting these goals. The Architect shall also provide a summary of tools and processes used to research and implement these goals and their results. Additionally the Architect shall provide a summary of the actual hours expended by the Design Team to implement these requirements.

ALL TASKS OUTLINED IN PHASES I THROUGH VI ABOVE SHALL INCLUDE THE FOLLOWING

- A. Make presentations to appropriate groups, and prepare appropriate presentation materials.
- B. Prepare and distribute meeting minutes for pre-design meetings, schematic design meetings,

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design development meetings, construction document meetings, and construction administration meetings that are related to design.

- C. Meet and confer with regulatory agencies as required to obtain necessary approvals and permits. This shall include, but not limited to, Urban Design Commission, Plan Commission, Landmarks Commission, Board of Public Works, Common Council, Zoning, Conditional Use Approvals, Building Inspection Plan Review, Department of Commerce, Department of Natural Resources, Department of Transportation, Fire, City Engineering, Traffic Engineering, and similar agencies or committees

The final plan review system for Zoning, Fire, Traffic Engineering, Urban Design, and Engineering shall be completed utilizing the City of Madison website that has the current status and requirements from the reviewers. This website review system is for final zoning and planning approvals only. The website address is: <http://citypermits.cityofmadison.com/PL2>. The Architect and their consultants are required to view the current status of their projects in this system to learn if there are any design problems or items that must be addressed to ensure approval. Since the review occurs simultaneously, it is necessary to submit one set of plans for each agency required to review the plan. The consultant(s) shall subscribe by e-mail for automatic e-mail notifications regarding status of changes. For questions or information about the website or the process itself contact Inspection Unit, City of Madison, phone (608)266-4536.

- D. Meet and confer with City staff and others as needed or requested by the City, to complete all aspects of this project.
- E. The Architect shall identify and field measure existing conditions for all walls, doors, cabinets, plumbing fixtures, power and data outlets and panels, lighting fixtures and switches, ceiling grids, and similar items in area of scope of the project and shall be clearly delineated on the drawings. The area of field conditions shall include the entire floor, suite, or rooms as necessary to provide complete documentation of existing conditions. Drawings need to indicate with poche existing wall and partition types such as drywall and metal stud, interior clay tile, concrete block, metal demountable, and similar types. These existing condition drawings shall be used for both demolition plans and new plans.
- F. The Architect shall field identify and field measure existing on-site Owner equipment, desks, workstations, file cabinets, fax machines, vending machines, and similar items that are programmed to be relocated to the new facility. These items shall be clearly identified on all existing condition plans, demolition plans, and new plans.
- G. The Architect shall provide electronic digital drawing files, in AUTOCAD Release 2008 or earlier, for the City's Designated Representative, their sub-consultants or the General Building Contractor's subcontractors to use for development of furniture plans, shop drawings, fire alarm plans, HVAC digital control plans, fire sprinkler plans, and similar disciplines as may be necessary during design and construction of the project.
- H. LEED Documentation Services: Provide services to organize and manage the LEED documentation and certification process. Meet and confer with representatives of the Architect and City to prepare LEED documentation. Include coordination of meetings, document

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preparation, and assistance to the City in preparation of Owners Project Requirements (OPR) report and Basis of Design (BOD) report. Register the project with USGBC (U.S. Green Building Council). Registration fees shall be paid by the City. Prepare submittals for credit rulings from the USGBC for interpretation of credit language, principles, and implementation strategies. Credit ruling fees required by USGBC shall be paid by the City. Prepare and submit a LEED Certification Application for the project to the USGBC. Include required calculations and documentation for each LEED credit claimed in accordance with the LEED Certification Plan. Prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for LEED certification. Prepare and distribute meeting minutes for meetings related to LEED Documentation services.

- I. Meet and confer with the City's designated Commissioning Agent as needed or requested by the City, to complete all aspects of this project.
- J. Sustainability. Whenever possible include sustainable development into design approach. Sustainable development is development that meets present needs without compromising the ability of future generations to meet their own needs. Sustainable principles are: 1) Nature is not subject to systematically increasing concentrations of substances extracted from the earth's crust, 2) Nature is not subject to systematically increasing substances produced by society, 3) Nature is not subject to systematically increasing degradation by physical means, 4) People are not subject to conditions that systematically undermine their capacity to meet their needs.

**ARTICLE III. RESPONSIBILITIES OF THE CITY**

The City Implementation Team shall be responsible for the following through all phases of this contract.

- A. Furnish a site survey (if needed) by a licensed surveyor, describing the physical characteristics, legal limitations, and utility locations for the site of the project.
- B. Furnish testing for structural, mechanical, chemical, and other special laboratory tests, inspections, or reports as required by law. If applicable the City shall provide material abatement testing and removal.
- C. During construction the City shall furnish foundation testing services for on-site soil compaction testing and concrete testing, if needed.
- D. The services, information, surveys, and reports required by Paragraph A, B, and C above shall be furnished at the City's expense. If the Architect discovers any inaccuracy or lack of completeness, it shall immediately notify the City.
- E. Furnish information required of City as expeditiously as necessary for the orderly progress of the work.
- F. The City may, at its option, print and distribute portions of any documents prepared under this contract. In the event the City elects to have the Architect prepare extra copies beyond those provided by the Architect in the performance of this contract, the City shall reimburse the Architect for the actual cost thereof.

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- G. At all times, the City reserves the right to make public all information concerning this Project and to choose the form, content, method of presentation, by whom presented, and the time of release; and at any time during or after completion of this project.

**ARTICLE IV. PERSONNEL ASSIGNED**

The following personnel are designated as personnel assigned to this contract by the Architect, the Architect's Sub-Consultants, and the City Implementation Team.

A. Architect's personnel.

1. Principal Of the Architect: The Architect agrees that all its activities performed pursuant to the terms of this contract will be coordinated and directed as Principal of the Architect and Project Manager by:  
Jeffrey Hazekamp, AIA, Angus Young Associates, Inc.
2. Project Manager:  
Adam Hertel, AIA , Angus Young Associates, Inc.
3. Project Architect:  
Jeffrey Hazekamp, AIA, Angus Young Associates, Inc.
4. Other Design Staff of the Architect:  
Katie Udell, LA, LEED AP, Angus Young Associates, Inc.  
Jason LaRosh, P.E., Angus Young Associates, Inc.  
Denise Osborne, LC, Angus Young Associates, Inc.  
Kevin Schaefer, Angus Young Associates, Inc.
5. Principals of Sub-Consulting Firms:  
None

The Principal of the Architect shall be the general administrator of the professional services for the Project, and shall be responsible for design services contracts, change of scope authorizations, and staffing assignments. The Principal of the Architect shall be responsible for oversight of design services throughout the duration of the Project.

The Project Manager shall be responsible for budgets, scheduling, and quality control of design services and shall facilitate the exchange of information and schedule meetings as needed among the Architect, the engineering sub-consultants, and the City user groups as necessary for the coordination and completion of the Project. The Project Manager shall be assigned to schematic design, design development, construction documents, bidding, and construction administration phases.

The Project Architect shall be responsible for the design management and drawings of the project associated with architectural design, engineering design, construction materials and methods, and construction documents. The Project Architect shall be assigned to schematic design, design development, construction documents, bidding, and construction

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administration phases.

The Sub-Consultant is an independent contractor responsible for means and methods used in performing their professional services; and is not an employee, agent, or partner of the Architect. Employees or sub-consultants of the Architect shall not in any way be construed as employees of the City.

Activities to be performed by a Principal, either the Architect, sub-consultant, or both, as described in this Contract including the attachments and exhibits, shall be performed by or under the supervision of the appropriate Principal named above. In the event of the death or disability of the named Principal such as to be unable to participate in the above described activities, or if the named principal leaves the employment of the (Architect / Design Professional / Engineer), or in any other way becomes incapable of performing the above-described activities, the City may accept another as Principal or terminate this Agreement pursuant to the provisions of this Agreement, at its option.

- B. City's Representative: All dealings between the City and the Architect with respect to the subject matter of the Agreement shall be with the City's Designated Representative. The City's Designated Representative is James Whitney, City Architect. The representative shall inform the Architect as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the Architect, refer information and requests submitted by the Architect to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the Architect. The designation of the representative thereof shall not limit those with whom the Architect may have contact if, in the Architect's judgment, consultation with others will be of assistance.

**ARTICLE V. COMPLETION SCHEDULE**

The Architect shall provide a design and construction project schedule indicating the completion date of each phase or segment of work. The design and construction project schedule shall include review periods with the City, committees, or commissions as may be required for project design approvals and acceptance, or of similar items. The Architect will update and resubmit the project schedule whenever scheduling changes occur.

The work shall commence after final contract execution by the City and upon issuance by the City's representative of official notice to proceed.

It is anticipated the all construction indicated in the preliminary schematic of this contract shall be completed in July 2011, with the core classroom area being completed no later than April 15<sup>th</sup>, 2011.

**ARTICLE VI. PAYMENT SCHEDULE**

The City shall make periodic payment to the Architect in approximate proportion to services performed so that the compensation on the completion of each task described herein shall not exceed the following percentage of the contract price specified in Section 23 of this contract document.

**ATTACHMENT NO. 1**  
**SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS**  
**FEMRITE DRIVE PHASE I TENANT IMPROVEMENT REMODEL**  
**MADISON POLICE DEPARTMENT TRAINING CENTER**

Phase I	Pre-Design	5%
Phase II	Pre-Design	15%
Phase III	Design Development	35%
Phase IV	Construction Documents	75%
Phase V	Bidding and Negotiation	80%
Phase VI	Construction	100%

The Architect shall submit periodic statements certifying the sum so determined due and outlining the progress of the work to date. These reports shall be submitted to the City's Designated Representative and shall be subject to review by City personnel at the discretion of the City's designated representative.

No itemized expenses. Expenses including but not limited to travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project-related expenditures by the Architect, are included in the total contract price under Paragraph 23 of the Contract for Purchase of Services.

**ARTICLE VII. ADDITIONAL SERVICES**

Any additional services over and above the services described in Attachment #1, in Article II of the Scope of Services shall be provided when authorized in writing by the City's Designated Representative. For additional service, the Architect's additional compensation will be based on the following rates for individuals assigned to the Project:

The Architect's principal time at the rate of \$120.00 per hour; the Architect's employees' time at a multiple of 2.75 times the employees "base hourly salary." "Base hourly salary," means the employees hourly W-2 earnings.

Employees of Sub-consultants, time at a multiple of 2.75 times the employees "base hourly salary."

Such rates shall include but not be limited to the usual overhead costs such as clerical and office support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for all persons in consultation, research and design in producing report, drawings, specifications and other documents pertaining to the project. Services of professional subconsultants not included in Article II of this contract engaged by the Architect with the written consent of the City's Designated Representative shall be compensated at a multiple of one point one (1.1) times the amount billed to the Architect for such services.

The Architect and subconsultants listed in Article II shall be paid for reimbursable expenses that apply to additional services, as listed herein that are in excess of usual and customary expenses. Usual and customary expenses shall include expenses for travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project related expenditures.

The additional services rates listed above shall include usual and customary overhead associated with deliverance of the additional service.

**ATTACHMENT NO. 1**  
**SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS**  
**FEMRITE DRIVE PHASE I TENANT IMPROVEMENT REMODEL**  
**MADISON POLICE DEPARTMENT TRAINING CENTER**

<b>REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES</b>	
Mileage—in excess of travel required for basic service (beyond metropolitan area of Architect’s home office)	\$0.55/mile
Travel and Subsistence—in excess of travel required for basic service (beyond metropolitan area of Architect’s home office)	Cost
Long Distance Telephone, Telex, Telecopy, etc.	Cost
Postage, Handling, etc. (in excess of usual and customary office support)	Cost
Color Copies (8 ½” x 11”)	\$0.10/copy
Color Copies (11” x 17”)	Cost
Electrostatic Copies	Cost
Plotting	Cost
Reproduction and Printing (in excess of usual and customary project support)	Cost
Materials (in excess of usual and customary project support)	Cost
Equipment Rental	Cost

At the request of the City's Designated Representative, the Architect shall provide a statement listing the names of individuals who worked on the additional services, the category of work, the number of hours worked and the hourly rates based on the aforementioned rates of the individuals. All cost records of the Architect and the Architect’s subconsultants, including but not limited to time sheets, payrolls, receipts, invoices, and vouchers shall be available for inspection by representatives of the City upon request.

End of Attachment No. 1.