

AGENDA

SPACE & PROPERTIES COMMITTEE

MEETING DATE:	Tuesday, June 6, 2017
MEETING TIME:	5:00 PM
MEETING LOCATION:	Multi-Purpose Room at the Portage County Aging & Disability Resource Center, 1519 Water Street, Stevens Point, WI 54481
AGENDA:	Call to Order Roll Call
PUBLIC NOTICE:	Members of the Public who wish to address the Space and Properties Committee on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the Committee Chair as set forth in Robert's Rules of Order.
REVIEW VENDOR INVOICE LIST:	Review Vendor Invoice Lists Dated April 30, 2017
APPROVAL:	Meeting Minutes for May 2, 2017 and May 16, 2017
DISCUSSION/POSSIBLE ACTION:	Opening and possible awarding of bids on the following Tax Deed Parcels: <u>ITEM 4-2017</u> CITY OF STEVENS POINT 916 Portage St 281-24-0829303109 Stevens Point, WI 54481 LEGAL DESCRIPTION: S 66' LOT 3 BLK 23 STRONG ELLIS & OTHERS ADD APPRAISED VALUE: \$10,000 <u>ITEM 5-2017</u> CITY OF STEVENS POINT 1823 California Ave 281-24-0833400215 Stevens Point, WI 54481 LEGAL DESCRIPTION: LOT 7 & W10' LOT 8 BLK 1 ROBERTS SUB & PRT VAC ALLEY DESC 764524 BNG PRT NESE S33 T24 R8 520/468 764524-RES APPRAISED VALUE: \$45,000
DISCUSSION/POSSIBLE ACTION:	Request by Suzanne Bostwick with Central Wisconsin Area Community Theater to use 1039 Ellis as location for a haunted house.
DISCUSSION/POSSIBLE ACTION:	Request from Rick Zahn, Rotary Club of Greater Portage County to thank the committee for using Annex Conference Room 1 & 2 on Friday mornings from 7:00 to 8:00 a.m. for meetings. Also to respectfully request the County's approval of continuation of this agreement from June 30th, 2017 through July 1st of 2018.
DISCUSSION/POSSIBLE ACTION:	Review the letter to the City Council to request the extension of the Library Lease.
DISCUSSION/POSSIBLE ACTION:	Owners Representative scope of work for the New Government Building, with sample RFP included.
DIRECTOR'S REPORT:	<ul style="list-style-type: none"> • Daily Operations

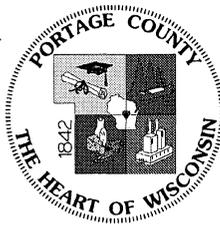
PORTAGE COUNTY

Todd Neuenfeldt
Carl Hurrish

FACILITIES MANAGEMENT

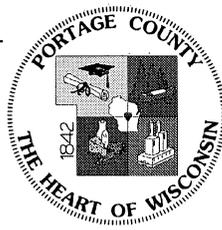
Facilities Director
Facilities Asst. Director

NEXT MEETING DATE:	Wednesday, July 5, 2017 at 3:30 p.m. in Conference Room 1&2 or July 11, 2017 at 5:00 p.m. in ADRC Multi-Purpose Room.
ADJOURNMENT:	
IMPORTANT NOTICES:	<p>A quorum of the Portage County Board Supervisors, or any committee thereof, may be present at this meeting.</p> <p>Any person who has special needs and plans on attending this meeting should contact Todd Neuenfeldt to request reasonable accommodations. Todd Neuenfeldt can be reached by telephone at (715) 346-1598, or by mail at 1462 Strongs Ave, Stevens Point WI 54481, or by e-mail at neuenfet@co.portage.wi.us</p>



**Minutes
SPACE & PROPERTIES COMMITTEE**

MEETING DATE:	Tuesday, May 2, 2017
MEETING TIME:	5:00 PM
MEETING LOCATION:	Multi-Purpose Room at the Portage County Aging & Disability Resource Center, 1519 Water Street, Stevens Point, WI 54481
MEMBERS PRESENT:	Jeanne Dodge, Dave Medin, Don Jankowski, Don Butkowski, and Jerry Walters
CALL TO ORDER:	Meeting was called to order by Dodge at 5:00 p.m.
ROLL CALL:	Revealed a quorum. Andrew Halverson asked to speak in regards to Government building.
APPROVAL: Meeting Minutes for April 4, 2017	Motion to approve by Don Butkowski. Seconded by Don Jankowski. Motion carried with unanimous voice vote.
DISCUSSION/POSSIBLE ACTION: Relating to Choice of Options moving forward with Government Facilities Building.	Motion made by Don Jankowski to develop a RFP for an Owner's Representative (Project Manager), to include a fee structure for facilitating cost estimates related to third party services. Development of the RFP should be in conjunction with entering into a scope of work with Venture Architects to update building layouts for a new two-story courthouse with refined cost estimates, seconded by Jerry Walters. Motion carried by unanimous voice vote.
DISCUSSION: Facilities Capital Improvement Projects Update.	
DISCUSSION/POSSIBLE ACTION: Portage County Public Library Lease.	Motion by Don Jankowski to extend Library Lease by five years, working with Corporation Counsel. Seconded by Dave Medin. Motion carried with unanimous voice vote.
NEXT MEETING DATE:	Tuesday, May 16, 2017 at 3:30 in Annex Conference Room 1 & 2
ADJOURNMENT	Motion to adjourn by Don Jankowski. Seconded by Don Butkowski. Motion carried with unanimous voice vote. Meeting was adjourned at 6:43 p.m.
MINUTES PREPARED BY	Deb Aldridge/Todd Neuenfeldt/Jami Gebert



Minutes

SPACE & PROPERTIES COMMITTEE

MEETING DATE:	Tuesday, May 16, 2017
MEETING TIME:	3:30 PM
MEETING LOCATION:	Annex Conference Room 1&2, 1462 Strongs Avenue, Stevens Point, WI 54481.
MEMBERS PRESENT:	Jeanne Dodge, Dave Medin, Don Jankowski, Don Butkowski. Jerry Walters was excused.
CALL TO ORDER:	Meeting was called to order by Dodge at 3:30 p.m.
ROLL CALL:	Revealed a quorum.
DISCUSSION/POSSIBLE ACTION: Review of Request for Proposals (RFP's) for hiring of an Owners Representative for a new Governmental Building.	No action taken. Discussed a goal to have a draft RFP by 6-06-17.
DISCUSSION: Proposal from Venture Architect's for: New County Courthouse and City/County Building Remodeling Professional Architectural Design & Planning Services Amendment to Contract dated 9-24-14.	The committee designated Mr. Cain to continue professional services with the new contract dated May 8, 2017, for \$24,950.00. The contract is attached.
NEXT MEETING DATE:	Tuesday, June 6, 2017 at 5:00 p.m at ADRC Multi-Purpose Room.
ADJOURNMENT	Motion to adjourn by Don Butkowski. Seconded by Dave Medin. Motion carried with unanimous voice vote. Meeting was adjourned at 3:50 p.m.
MINUTES PREPARED BY	Deb Aldridge

May 8, 2017

Mr. Todd Neuenfeldt
Facilities Management Director
Portage County
1462 Strongs Avenue
Stevens Point, WI 54481

**RE: Portage County
New Government Facility Building and City/County Building Remodeling
Professional Architectural Design & Planning Services
Amendment to Contract dated 9-24-14**

Dear Todd,

Venture Architects is pleased to send you this proposal between Portage County and Venture Architects, related to professional architectural design and planning services for a new Portage Government Facility Building and remodeled County/City Building.

Venture Architects was selected in the Fall of 2014 to work with County staff and elected officials to update a study for a new Justice Center that was completed by Venture Architects in 2007. This contract is an extension to the contract dated 9-24-14.

SCOPE OF WORK DESCRIPTION

This Scope of Work is to develop concept plans and assist in developing budget estimates for a new two story Government Facility Building to be constructed adjacent to the existing County Annex and the reuse of the existing County/City Building for General Government functions.

The final work to include

Updated Space Program using the July 23, 2015 Space Program as a starting point.

Conceptual site plan showing the location for the new Government Facility Building Addition.

Conceptual floor plans showing the general internal layout by department of the new Government Facility Building addition and remodeled existing County/City Building and Annex.

Project Budget, including construction cost and other associated non-construction costs, for the proposed concept are to be completed by the selected Owner's Representative.

May 8, 2017

Mr. Todd Neuenfeldt
Facilities Management Director
Portage County
New Government Facility Building and City/County Building Remodeling
Stevens Point, Wisconsin

MEETINGS

1. One onsite meeting with each County Department head to update the July 23, 2015 Space Program.
2. Two meetings with the Space and Properties Committee to discuss preliminary design concepts and project budget information.

Deliverables

- Conceptual site plan, as described above.
- Conceptual floor plans, as described above.
- Budget information related to the conceptual plans, as described above.

3. One County Board Presentation of final recommendation and project budget.

Deliverables

- PowerPoint presentation of material listed above.

PROFESSIONAL FEES

Professional Fees, including all normal reimbursable expenses (travel, lodging, meals, and printing) without mark-up, for the work and associated meetings described above will be billed at a fixed amount of \$24,950

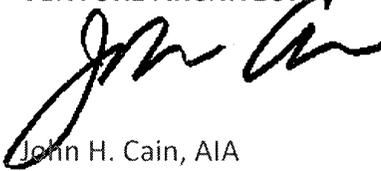
May 8, 2017

Mr. Todd Neuenfeldt
Facilities Management Director
Portage County
New Government Facility Building and City/County Building Remodeling
Stevens Point, Wisconsin

If this proposal meets with your approval, please sign below, and return a signed copy to my attention. We look forward to continuing our work with Portage County.

Sincerely,

VENTURE ARCHITECTS



John H. Cain, AIA
Architect | Principal

Approved For: PORTAGE COUNTY

Approved By: VENTURE ARCHITECTS

Signature

Signature

Name/Title

Name/Tile

Date

Date

Rotary Club



of Greater Portage County

Post Office Box 1073

Stevens Point, Wisconsin 54481-1073

www.portgaecounty.com

May 5, 2017

Space & Properties Committee of the Portage County Board of Supervisors
Mr. Todd Neuenfeldt, Facilities Director
1462 Strongs Avenue
Stevens Point, WI 54481

RE: Use of the County Annex First Floor Conference Rooms for Rotary Meetings

Dear Mr. Neuenfeldt:

I am writing to thank Portage County for the generous use of the Courthouse Annex Conference rooms 1 & 2 each Friday morning for Rotary Club of Greater Portage County meetings for the past year. The meeting space has served our organization very well. We continue our mission of local and community service. In the past year we have:

- *Donated a retired fire tanker to a Fire Department in Esteli, Nicaragua*
- *Coordinated another successful "giving season" as the local agent for Toys for Tots*
- *Served community meals at A Place of Peace*
- *Co-hosted Rotary Youth Exchange students from Indonesia, Peru and Taiwan*

Our routine will remain as in previous years. The Rotary Club of Greater Portage County meets every Friday morning from 7:00 to 8:00 a.m. excluding holidays. We have about 25 members and understand that we are responsible for set up of the room each morning as well as returning the room to its original condition at the conclusion of our meeting. We have enjoyed the use of the room, and find that the facility meets our needs exceptionally well. It is also centrally located for many of our members.

Our Club respectfully requests the County's approval of continuation of this agreement from June 30th, 2017 through July 1st of 2018.

Thank you again for your consideration of this request. Please feel free to contact me with any questions you may have.

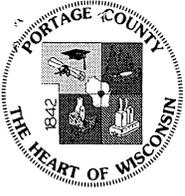
Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Zahn".

Rick Zahn, President
Rotary Club of Greater Portage County

Rotary





Portage County Space and Properties Committee

Jeanne Dodge - Space and Properties Committee Chairman

Dave Medin - Space and Properties Committee Vice Chairman

June 6, 2017

Dear City Council men/women:

Pursuant to the 2014 lease agreement that Portage County entered with the City of Stevens Point which the Library operates from, the County was responsible for making upgrades and improvements to the building as payment of rent. The length of the lease was determined based on the cost estimates for the repairs that were needed to the building were determined by the Portage County Facilities Director and the City Engineer.

At this time, the county is in the process of making the upgrades and improvements pursuant to the current lease which are proving to be more expensive than originally estimated. After the County competitive procurement process occurred, it was discovered that the estimated costs for repairs is much lower than the actual costs of the repairs will be.

The County is continuing with performing all the upgrades and improvements according to the lease at the higher cost if the city is willing to extend the lease for an additional five (5) years to adjust the increased cost to the County that was not none or calculated at the time original terms of the lease were calculated.

Your consideration is appreciated.

Jeanne Dodge
Space & Properties Committee Chairperson

JD/da

Enc. Original Lease and upgrade/improvement report

RE: Approving a Revised Lease-(Intergovernmental Agreement) Between the City of Stevens Point and the Portage County Library Board for the Lease and Operation of the Main Public Library (Stevens Point) for the period of January 1, 2015 through December 31, 2024

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

WHEREAS, the current lease agreement between the parties expired effective August 31, 2012; and

WHEREAS both parties have continued since that time to negotiate in good faith this successor agreement/lease; and

WHEREAS therefore both parties desire to enter the revised lease which provides the following revised details: The revised lease continues the lease for a period of ten years. The revised lease continues the main library operations at the current location. During the lease, both parties agree to necessary capital improvements to systems such as HVAC as set forth by their respective officials, which the County has agreed to fund. During the lease, the County shall pay a repair and replacement deductible of \$2,000 per occurrence; and

FISCAL NOTE: This resolution is not a budget amendment and does not appropriate funds related to this agreement. The deductible provision for repair and replacement items is appropriated in the County's or library's budget under routine repair and maintenance expenses. The estimated capital contributions in the amount of \$579,480 will require inclusion in the County's Capital Improvement Plan along with a financing plan to be submitted under a separate resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby adopts authorizes and approves a revised lease agreement for the Main Public Library with the City of Stevens Point address known as 1001 Main Street Stevens Point Wisconsin 54481, for the period of January 1, 2015 through December 31, 2024.

Dated this 12th day of November, 2014.

Respectfully Submitted,

PORTAGE COUNTY PUBLIC LIBRARY BOARD

William Zindars
William Zindars, President

EXCUSED
Tony Patton Vice President

NAY
James Krems

Debra L. Knippel
Debra L. Knippel

Mary McComb
Mary McComb

KRZ
Kristen Zastrow

Ed Poock
Ed Poock

PORTAGE COUNTY SPACE AND PROPERTIES COMMITTEE

Jeanne Dodge
Jeanne Dodge

Don Jankowski
Don Jankowski, Chair

Mike Wiza
Mike Wiza

EXCUSED
Tom Mallison

Lonnie Krogwold

Lonnie Krogwold

RECEIVED AND FILED
NOV 18 2014

PORTAGE COUNTY
COUNTY CLERK

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**PORTAGE COUNTY MAIN LIBRARY
LEASE AGREEMENT 2015-2024**

WHEREAS, the City of Stevens Point, a municipal corporation, hereinafter referred to as "City" is the owner of a building located at 1001 Main Street in the City of Stevens Point, and

WHEREAS, the County of Portage, a quasi-municipal corporation, hereinafter referred to as "County", did by County Board Resolution No. 192 passed September 15, 1981, resolve that a county-wide library system be established effective January 1, 1982; and

WHEREAS Portage County operates a consolidated county library, pursuant to sec.43.57 Wis. Stats., with the main branch located in Stevens Point and appoints a seven member county library board with the powers and duties of a library board under sec.43.58 Wis. Stats., hereinafter referred to as "Board"; and

WHEREAS, both the City and the County continue to desire that the facility at 1001 Main Street in the City of Stevens Point, Portage County, Wisconsin, (approximately 45,000 square feet), described in attached Exhibit A remain as the main branch of the Portage County Library System;

NOW, THEREFORE, it is agreed as follows:

That the City, in consideration of the covenants and agreements hereinafter contained, by the County to be kept and performed, leases to the County the premises at 1001 Main Street in the City of Stevens Point, Portage County, Wisconsin, (approximately 45,000 square feet), described in attached Exhibit A.

The following terms and conditions shall apply:

1. **TERM:** The term of this lease shall be for ten years beginning on the 1st day of January 2015, and ending on the 31st day of December 2024.
2. **RENTAL AND PURPOSE:** That in consideration of the continuance of the Municipal Library system within the County of Portage by County, the placement of a branch of the library in Stevens Point, and the payment by the County of agreed upon capital costs as set forth in Exhibit B, there shall be no rental payments during the term of this lease. The premises shall be used for the operation of a branch of the county-wide library system with public meeting rooms and for no other purposes whatsoever without the written consent of the City being first had and obtained, except as otherwise provided in this lease. The building remains under the ownership of the City during the term of this lease.
3. **UTILITIES:** County shall operate the library and pay for all utility services utilized on the premises, including gas, electricity, telephone, water and sewer connections. Both parties agree that future capital costs within this lease, including mechanical and HVAC within the leasehold, shall be both EnergyStar rated and in the upper 25% of efficiency for all similar products as designated by DOE Federal Energy Management Program.
4. **AGREEMENT TO OPERATE:** In fulfillment of a commitment to the continued operation of a quality library system, County shall be responsible for the operational expense of the main public library including but not limited to personnel, maintenance, general operations, up-keep, and the utility expenses. The Portage County Public Library Board of Trustees shall have the right to terminate or reduce the scope of its public library operation and staffing levels at the main branch

1 library at any time without City approval. The Portage County Public Library Board of Trustees
2 acting as an agent of the County will give the City advance notice of any significant reduction in
3 scope of operation or hours. City shall have the opportunity to use the meeting rooms for special
4 meetings or as a polling place upon prior agreement of the Library Board. The additional costs of
5 security or maintenance for these special uses shall be the responsibility of City.
6

7 **5. REPAIRS AND REPLACEMENTS:**

8
9 a. County is responsible for:

- 10
11 1) The first \$2,000.00 of all repairs and replacements per occurrence, necessary to keep
12 and maintain the leasehold in the condition in which they were on the
13 commencement date, ordinary wear and tear excepted. Occurrence is defined as
14 repairs for each reported problem issue, even as to multiple repair trips.
15
16 2) Repairs and replacements necessitated by County's negligence, except the County
17 shall not be liable for repairs and replacements caused by or resulting from ordinary
18 wear and tear, or repairs or replacements for which City is obligated.
19
20 3) Prompt daily snow and ice removal on the Main Street and Third Street sidewalks is
21 the responsibility of County.
22

23 b. City is responsible for:

- 24
25 1) The complete cost of all structural and mechanical repairs and replacements
26 necessary to keep and maintain the demised premises in good repair, order and
27 condition with the County responsible for the first \$2,000.00. Resurfacing of the
28 parking area when mutually agreed necessary by County and City, the sidewalks and
29 parking lots to Main Street, if any, are entirely the responsibility of the City for repair
30 and maintenance as are any needed window replacements.
31
32 2) Any loss or damage to any glass constituting a part of the exterior walls of the
33 building, except where such loss is as a direct result of the negligence of County's
34 use.
35
36 3) Maintenance and care of the "walkway" between the Clark Street parking lot and
37 Main Street is the responsibility of the City.
38

- 39 c. For purposes of the preceding paragraph (urgent or emergency repair), the Library Board,
40 Library Director, and/or the Portage County Director of Facilities will notify the City of
41 needed repairs and will obtain three bids/quotes for the repair, maintenance and replacement
42 and the lowest responsible bid/quote will determine the financially responsible party.
43

44 In the event of an urgent or emergency repair, including but not limited to broken glass,
45 failure of furnace or HVAC, broken pipes or plumbing, Portage County Public Library
46 Director, Library staff and/or the Portage County Director of Facilities will notify the City of
47 the need for urgent or emergency repair as soon as reasonably possible, the repair shall be
48 done immediately (within forty-eight hours) and the actual cost of said repair will determine
49 financially responsible party, notwithstanding any other language in this agreement.
50

- 1 d. City and County will be jointly responsible for an annual maintenance and repair review and
2 will file a comprehensive report with the Library Board and the City every September of this
3 lease agreement of the condition of the building, including the roof, structure, HVAC, boilers
4 etc.
5
- 6 e. City and County agree that the County shall alone solely fund and implement a schedule of
7 needed capital repairs and estimated expense costs as set forth in Exhibit B to this agreement
8 and with more detail provided in Exhibit C. The repairs and replacements of this paragraph
9 shall be completed within five years of the start date of this lease at the discretion of the
10 County. Neither party shall make any structural alterations or modifications without the prior
11 written consent of the other party. The parties further agree that the County purchasing and
12 procurement process shall be utilized for costs under this paragraph. No provision in this
13 lease shall be construed as an ownership interest in the building by the County, and except as
14 specified in this paragraph, County's responsibility for capital and repair cost is expressly
15 limited to this paragraph of the Agreement and repairs not exceeding \$2,000. The City
16 Engineer will be permitted ten business days to review the specifications and contracts under
17 this paragraph to be provided an opportunity to review and comment prior to installation.
18

19 **6. INSURANCE:**
20

- 21 a. Insurance coverage of the premises: City shall cover at all times during the term of this
22 lease and at its expense keep the demised premises which are now or hereinafter become
23 a part of the premises insured against loss or damage by fire and extended coverage
24 hazards for the full insurable value of such improvements, naming City as the insured
25 with loss payable to City. If the leased premises shall be damaged by fire, casualty, act of
26 God or other cause or happening, and such damage affects the sum of more than 50% of
27 the total square footage, City shall have no duty to rebuild under such lease and shall
28 have the option to terminate this lease agreement. In the event the loss is less than 50%
29 as provided herein, the insurance proceeds shall be used to repair the premises. The
30 policy shall contain a waiver of subrogation against County.
31
- 32 b. Insurance coverage of furnishings: At all times during the term of this lease, County
33 shall at its own expense keep all fixtures, furniture, equipment, books, library material
34 and inventory that may be in the premises from time to time insured against loss or
35 damage by fire and extended coverage hazards for an amount that, in the county's
36 judgment, will insure the ability of County to replace such fixtures, equipment, books and
37 inventory, and under such policy an endorsement waiving the insurer's subrogation rights
38 which may arise against City.
39
- 40 c. Personal Injury Liability Policy: County shall, at its own expense, maintain in effect
41 during the term of this lease, personal injury liability insurance covering the premises and
42 its appurtenances, sidewalks fronting thereon, including sidewalk and parking area used
43 for pedestrians or vehicular travel entering or leaving the premises. Such insurance shall
44 specifically insure County against all liability assumed by it hereunder as well as liability
45 imposed by law and shall insure both County and City and shall be so endorsed as to
46 create the same liability on the part of the insurer as though separate policies had been
47 written for County and City.
48
- 49 d. Indemnification: In the event the coverage under subsection (c) of this paragraph by
50 County should fail to provide a defense for coverage to City on such claim made against
51

1 City pursuant to this lease, County agrees to hold harmless and indemnify City as a result
2 of any loss suffered by City, except where such loss is due to the negligence or other acts
3 of the City, its employees or agents.
4

5 e. Miscellaneous: All policies of insurance mentioned herein shall contain an agreement by
6 the insurer that such policies shall not be cancelled without 60 days prior written notice to
7 both County and City. Nothing herein shall prevent County and City from taking out the
8 kind of insurance provided for herein under a blanket policy or policies provided that any
9 such policy shall provide similar coverage as required herein.

- 10
11 7. **PRIORITY OF LEASE AND ASSIGNABILITY**: This lease and all rights of the County
12 hereunder are and shall be prior, superior and paramount to the lien of any mortgage or
13 bondholders security interest, which may now or hereafter affect City's fee interest in the
14 leasehold. Both parties, City and County agree not to assign or transfer any of the rights to the
15 demised premises to any other agency, corporation, or individual without the other's consent
16 being first obtained in writing.
17
18 8. **COUNTY AND CITY TO COMPLY WITH LAWS, RULES, REGULATIONS AND FIRE**
19 **PREVENTION**: County shall comply with all local, state, and federal laws, rules, regulations,
20 and requirements applicable to premises' use, and in particular with those for the correction,
21 prevention and abatement of any fire hazard it causes.
22
23 9. **RIGHT OF FIRST REFUSAL**: The County shall have a right of first refusal in the event the
24 City wishes to sell the premises during the term of the lease. The City must present any bona fide
25 offer to purchase, including the purchase price, to the County. The County must exercise its
26 acceptable of remitter terms within 60 days of presentment of the offer or its right shall lapse.
27
28 10. **COMMON SPACE AND PARKING**. The County and the library patrons shall be granted full
29 rights of ingress and egress to and from the leased premises, subject to open hour restrictions.
30 The County and its patrons shall be provided adequate parking in the designated main parking lot
31 by the City.
32
33 11. **REDECORATING AND ALTERATIONS**. It is agreed upon by and between the parties
34 hereto that, barring prior written consent in an instrument executed with the same formality as
35 this Agreement, the County shall not redecorate, alter or in any way change the nature of the
36 premises which are the subject of this Lease.
37
38 12. **SIGNAGE**. Any business signage by the County is subject to review and approval of the City.
39 A consistent, fair and equal level of interior business signage is required. Signage that detracts
40 from the building architectural appearance, color scheme and aesthetics is not permitted.
41
42 13. **ENTRY BY CITY**. The City may at any and all reasonable times enter the leased premises to
43 view the same or to exhibit the same to other parties.
44
45 14. **NOTICES**. Any notices required by or deemed advisable under the terms of this Lease
46 Agreement shall be deemed to have been validly served upon deposit thereof in the United States
47 mail, certified with proper postage prepaid, with return receipt requested, addressed to the parties
48 as follows:
49

50 BOARD:

Mr. Robert J. Stack or successor
Director, Portage Board Libraries

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1001 Main Street
Stevens Point, WI 54481
Tel. 715-346-1544

CITY

1515 Strongs Avenue
Stevens Point WI 54481
Tel. 715 346 1569

- 15. **APPLICABLE LAW.** This Lease Agreement shall be governed under the laws of the state of Wisconsin and is made at Portage County, Wisconsin, and venue for any legal action to enforce the terms of this Lease Agreement shall be in Portage County Circuit Court.
- 16. **ENTIRE AGREEMENT.** This Lease Agreement constitutes the entire understanding of the parties with respect to the subject matter set forth herein and shall be considered to supersede any prior communications or agreements, written or oral, related hereto.
- 17. **MODIFICATIONS.** This Agreement shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.
- 18. **FINAL CLAUSE.** The parties hereto, having read and understood the entirety of this Lease and Intergovernmental Agreement, hereby affix their duly authorized signatures, agreeing therefore to be bound by its terms and conditions and by endorsement attesting to legal authority to enter the agreement.

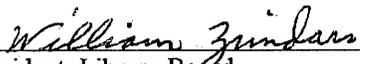
FOR PORTAGE COUNTY

FOR CITY OF STEVENS POINT


County Executive
Date: 11/18/14


Mayor
Date: 11/18/2014

PORTAGE COUNTY PUBLIC LIBRARY


President, Library Board
Date: 11-18-2014

- Exhibit A Legal Description
- Exhibit B Joint County-City Capital Maintenance Cost Summary Items
- Exhibit C Joint County-City Capital Maintenance Report of 2012

MAIN LIBRARY LEASE

EXHIBIT A

**1001 MAIN STREET
LIBRARY LEASE DESCRIPTION**

Part of Lot One of Portage County Certified Survey Map Number 3584 as recorded in Volume 12 of 'Certified Surveys' page 242 and 242A, located in Government Lot Two and the Northeast Quarter of the Northwest Quarter of Section 32 and that part of Government Lot Two located in said Section 32, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot One; thence N89°49'37"E along the south right of way line of Main Street to the face of the west wall of 1035 Main Street (f/k/a Tradehome Shoe Store); thence south along said wall to the southwest corner of said 1035 Main Street; thence east along the south wall of said 1035 Main Street to the west wall of 1045 Main Street (f/k/a Citizens Bank); thence south along said west wall approximately 36 feet; thence west along the north wall of the west entry to said 1045 Main Street and its westerly extension a distance of 22 feet; thence south and parallel with the west wall of 1035 Main Street to the north back of curb line of Municipal Parking Lot Number 12; thence west along said curb line to the east right of way line of Third Street (f/k/a Water Street); thence north along said right of way line to the point of beginning and there terminating.

EXHIBIT B AGREED UPON CAPITAL IMPROVEMENT PROJECTS AND REPAIR ITEMS

Improvement	Estimated Cost
Masonry and Concrete Work	\$ 27,610.00
Concrete Sidewalk Main Street Entrance	\$ 4,400.00
Roof Repairs	\$138,490.00
Boiler Replacement	\$ 74,800.00
Chiller Replacement	\$105,600.00
Air Handling System	\$ 8,580.00
Temperature Control System	\$132,000.00
Window Replacement	\$ 55,000.00
Lighting Upgrades	\$ 33,000.00
Total	\$579,480.00

October 12, 2012

RE: Anticipate Library Maintenance Needs

The Mayor of Stevens Point and the Portage County Executive had asked their respective staff members to review the library site and estimate the cost of major repair items required within the next 10 years. Todd Neuenfeldt from the County and Alex Saunders from the City have reviewed the facility and together have arrived at the following summary of facility needs beyond routine maintenance measures and have arranged them by work items and summarized the findings. Note that all costs provided in this narrative are in 2012 dollars and include a contingency and are intended for planning purposes.

Masonry and Concrete Work Walls **(\$25,100)**

Tuckpointing was conducted on a portion stone wall on the west side of the building in 2012 but additional work is required along the west wall in both the brick and stone portions of the wall. It is recommended that work on the west wall be completed in 2013 and it is estimated that the cost to complete tuckpointing of the west wall will cost \$18,000. Tuckpointing will include grinding material from bad joints along this wall, and tuckpointing with mortar matching the color of the existing mortar to the greatest extent practicable. This price also includes caulking alongside the joint between the building and the existing sidewalk where it appears water has been able to enter the foundation.

The exterior foundation wall in the basement where water has entered from above requires cleaning of loose material and patching holes created by water intrusion and the cleaning process. Once this work is completed the wall would be sealed with a Tamoseal to reduce future water intrusion. In the basement offices the original stone foundation has voids in the grout and in areas has sand depositions where the grout is deteriorating. The wall appears to be sound at this time but it is recommended the voids be filled before they become a structural issue. It is recommended that this work be completed in 2013 and would cost an estimated \$7,100.

Concrete Sidewalk at Main Street Entrance **(\$4,000)**

The existing sidewalk entrance to the library from Main Street utilized brick as an aesthetic feature and the brick is not in good condition and it is recommended that the brick be replaced with colored concrete at this entryway. The estimated cost for this replacement would be \$4,000. The sidewalk between the planter areas is in good condition but the planters trap water on the sidewalk as they have been built up to an elevation above the sidewalk. It is recommended that the mulch material be removed to allow water to drain from the sidewalk into the planters.

Roof Repairs **(\$125,900)**

The main library roof has had several leak issues over the past two years that have been corrected as they occur. In reviewing the cause of these leaks they were found to originate from the duct work from the air handling system and from the seams in the existing rubber roof where water pools on the rooftop. The existing air handling system has numerous roof penetrations that water must navigate around to reach the drain and in many areas over the center of the roof water is found to pool. During the winter the pooled water freezes and thaws and eventually works through the seams in the existing roof. It is recommended that the roof be replaced and tapered insulation be installed to increase the pitch on the roof to remove the standing water on the roof. The rubber roof would then be replaced. The estimated cost of this repair would be \$97,300, and it is recommended that this work be completed within the next four years. It is anticipated that small leaks may occur and require temporary repairs until such time as the roof is

EXHIBIT C

replaced. It is also recommended that the air handling system be incorporated into a roofing project to reduce the number of penetrations in the roof and to minimize the cost of doing these two projects at separate times. The air handling system will be discussed further in a later section of this report.

The smaller roof top areas have not displayed leaks in the last two years but given the age of the roof it is recommended that these roof tops be coated to extend their life and prevent leaks from occurring within the next 10 years. The estimated cost to clean these rooftops, treat the seams and coat these roof tops is \$28,600.

Boiler Replacement (\$68,000)

It is anticipated that one of the existing boilers will need replacement within the next 10-years. It is recommended that the existing steam boiler be replaced with a high efficiency hot water boiler. The new boiler will be needed and the more efficient boiler system will reduce operational costs. The anticipated cost of the boiler replacement is \$68,000. The second steam boiler was recently refurbished and would remain as a back up and for humidification purposes. The boiler replacement should reduce energy consumption by 10-15% for this system and pay for itself within a reasonable time period.

Chiller Replacement (\$96,000)

The library chiller system is nearing the end of its useful life and will need replacement within the next ten years. Currently one of the four compressors in the chiller requires replacement and two others are nearing the end of their life with the fourth one having been recently replaced. The compressor could be repaired at an estimated cost of \$18,000 but may require additional work of the failed compressor has contaminated the system. It should also be noted that the two of the other compressors will likely fail within the next 10-years and require similar replacement. The total replacement cost of the three compressors would be approximately \$54,000 not adjusting for inflation. The other components of the chiller will also require replacement within the next 10-years. Given the cost of the replacement of the compressors and the need to replace the chiller it is recommended that the chiller system be replaced at a cost of \$96,000 with a more efficient chiller. If replacement is not done early the cost of replacement of the compressor that is down and the two other compressors may be needed before replacement of the chiller.

Air Handling System (\$7,800)

The current air handling system on the roof has a number of deteriorated sections that hold water and are beginning to rust. The system itself is not laid out efficiently and the number of roof penetrations makes rooftop drainage an ongoing problem as noted above. The current air handling system can have tapered insulation installed similar to what is recommended for the roof to keep water off from the duct work and extend the life of this system. The cost to provide this measure is \$7,800. It is also possible to incorporate the chiller work and roof top work into a project that would remove the current system and replace it with a penthouse type system that could address the roof top drainage issues and duct work maintenance issues over the long term. The estimated cost for this system is \$640,000. It should be noted that the current duct system while inefficient will likely not require replacement in and of itself for 10 years; this is not recommended at this time. Current cost estimate for in-kind replacement is \$200,000.

Temperature Control System

(\$120,000)

The current temperature control system is 20 years old in the facility and is a pneumatic system and utilizes an air compressor to operate. The system has had numerous repairs in the last four years to repair leaks and other problems in the system at a cost of \$34,768.46. In addition the system has a failed switch and a receiver controller has failed and as a result a compressor is running continuously. The repairs to these systems would cost an estimated \$35,000 to \$50,000. It is recommended that the system be replaced with a direct digital control system that would eliminate the need for compressed air and would allow for operational savings and reduce the need for more and more frequent maintenance that has been seen on the existing system. The cost to replace this system is anticipated to be \$120,000.

Window Replacement

(\$55,000)

Windows on the northwest side of the building are beginning to deteriorate but are currently in sounds condition. Maintenance on these windows should include yearly painting as they are directly exposed to the elements. The windows along the northwest portion of the building are operable windows and should be stationary windows. It is recommended that maintenance be performed on these windows on a yearly basis as recommended to maintain the windows and that the operable windows be replaced with stationary windows within the next 5-years and that the remaining windows in this area be replace either with the operable windows or in the following 5 year increment. The replacement of the clear glass windows with more current windows will reduce heat loss through the windows improving the efficiency of the building. The cost presented is the cost to replace 30 windows along the northwest side of the library.

Lighting

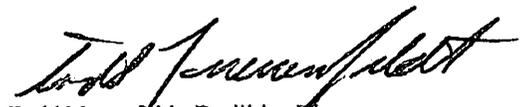
(\$33,000)

Lighting levels in the library are below the levels that one would desire for a facility of this type. The current lighting system could be replaced with an energy efficient lighting system that would bring the facility to recommended lighting levels, but given the current lighting levels in the facility it is likely that this upgrade will not result in operational savings. The estimated cost to upgrade the lighting system to recommended standards is \$33,000. A cable hung system that is more aesthetic and would provide more light would cost and additional \$20,000. If the library commission desires to improve lighting in the facility it is recommended that the lighting levels are improved to an average of 43 foot candles for the estimated cost of \$33,000. The upgrade of the lighting is operational in nature and would not be required as a result of deterioration to the existing lighting system.

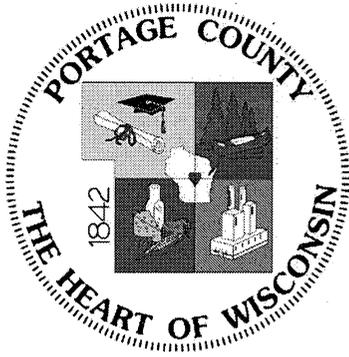
Sincerely,



Alex Saunders, City Engineer
City of Stevens Point



Todd Neuenfeldt, Facilities Director
Portage County



**Request for
Proposal (RFP)**

for

Owners Representative

**for building new Government Facility and Renovation
of County Courthouse/City Office Building**

Proposal #2017-30

Issued by:

Portage County
Purchasing Department

**Proposals must be submitted
No later than 2 PM 7/7/2017 to:**

**Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481**

**LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this Proposal**

For further information regarding this
RFP contact Calvin Winters
At (715) 346-1393
Email: winters@co.portage.wi.us

Issued: 6/7/2017

Table of Contents

1. General Information	4
1.1. Introduction	4
1.2. Definitions	4
1.3. Scope.....	4
1.4. Proposer Conference	5
1.5. Calendar of Events	5
1.6. Contract Term and Funding	6
1.7. Contract Documents	6
2. Preparing and Submitting a Proposal	6
2.1. General Instructions.....	6
2.2. Incurring Costs	6
2.3. Submitting Proposals	6
2.4. Proposal Organization and Format	7
2.5. Multiple Proposals	7
2.6. Withdrawal of Proposals.....	8
3. Proposal Selection and Award Process.....	8
3.1. Evaluation Committee	8
3.2. Preliminary Evaluation	8
3.3. Right to reject proposals.....	8
3.4. Proposal Scoring.....	8
3.5. Evaluation Criteria.....	8
3.6. Interviews/Presentations and/or Site Visits	8
3.7. Final Evaluation	9
3.8. Award and Final Offers	9
3.9. Notification of Intent to Award.....	9
3.10. Appeals Process	9
3.11. Negotiate Contract Terms.....	9
4. Requirements.....	10
4.1. Mandatory Requirements.....	10
4.2. Contract Requirements.....	10
4.3. Insurance Requirements	14
4.3.1.1. Workers Compensation:	14
4.3.1.2. Commercial General Liability	14

Table of Contents

- 4.3.1.3. Auto Liability 14
- 4.3.1.4. Excess (Umbrella) Liability: 14
- 4.3.1.5. Professional Liability: 14
- 5. Proposer Information and Solutions..... 14
 - 5.1. Organization Capabilities 14
 - 5.2. Staff Qualifications..... 15
 - 5.3. Proposer Solutions (300 points)..... 15
 - 5.4. Proposer References 15
- 6. Cost Proposal 15
 - 6.1. General Instructions for the Cost Proposal and how it will be Scored 15
 - 6.2. Format for Submitting Cost Proposal. 16
 - 6.3. Fixed Price Period..... 16
- 7. Contract Cancellation..... 16

- Attachment A - Signature and Authority Affidavit Form
- Attachment B - References
- Attachment C - Designation of Confidential & Proprietary Information Form
- Attachment D - Mandatory Requirements
- Attachment E - Standard Terms and Conditions
- Attachment F - Cost Proposal

1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for services in the role of an Owners Representative ("OR") during the pre-construction and construction phases of the construction of a new two-story Government Facility building and the renovation of the current County Courthouse/City offices building. The new Government Facility building is to include court rooms, office space, holding cells for inmates, and a secure port for the transport of inmates. The current courthouse building being renovated and will house County and City offices and conference room space.

The architecture firm chosen for this project is Venture Architects of Milwaukee, WI.

The County of Portage as represented by the Purchasing Department intends to use the results of this Request for Proposal (RFP) to award a contract for the above listed project. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become part of your contract terms and conditions.

Contract Execution: Portage County utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your proposal you are agreeing to the use of this program to sign documents should you receive an award. There is no cost to the proposer associated with this process.

1.2. Definitions

The following definitions are used throughout the RFP:

Contractor means proposer awarded the contract.

County means the County of Portage Wisconsin.

OR (in all caps) means the Owner's Representative

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

Purchasing means the County of Portage Purchasing Department.

RFP means Request for Proposal.

State means the State of Wisconsin.

VendorNet means the State of Wisconsin's electronic purchasing information system.

1.3. Scope

1.3.1. Project Description

Portage County ("County") is requesting proposals from Owner's Representative ("OR") Firms for the County's anticipated building of a new Government Facility building and the renovation of the existing County Courthouse. The goal of the County is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm.

1.3.2. Objective/Needs

The County is seeking an OR to represent the County in all aspects of the design, pre-construction,

construction, and close out phases of the project. The OR shall be present as needed or requested during meetings both public and internal to advise on the current state of the project.

1.3.3. Clarifications and/or Revisions to this RFP

Portage County Purchasing is the sole point of contact for the County during the selection process. Contact with anyone else involved with this process without the prior authorization of Purchasing may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal **in writing through email by 4pm 6/26/17**, to: Calvin Winters, Purchasing, Email: wintersc@co.portage.wi.us

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify the County prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by Purchasing. Addenda will be posted on VendorNet and on the Portage County Website. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

<https://vendornet.wi.gov>

<http://www.co.portage.wi.us>

1.4. Proposer Conference

Proposer Conference will be held on **6/22/17** at 2pm at the Portage County Annex Building at 1462 Strongs Ave, Stevens Point, WI 54481 in Conference Room 2 to respond to questions and to provide any needed additional instruction to vendors on the submission of proposals. All proposers who intend to respond to this RFP must attend the proposer conference.

1.5. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
6/7/2017	RFP Issuance date
6/22/2017	Proposer Conference
6/26/2017	Last day for submitting questions
6/27/2017	Addenda posted to https://vendornet.wi.gov/ and http://www.co.portage.wi.us
7/7/2017	Proposals due at or before 2:00 p.m.

Week of 7/17	Interviews/Presentations (estimated date if needed)
8/1/2017	Notification of intent to award sent to proposers (estimated)
8/9/2017	Contract award (estimated)
8/21/2017	Contract start date (estimated)

1.6. Contract Term and Funding

The contract shall be effective on the date indicated on the contract and shall continue until the completion of the building and renovation projects, subject to the termination clause in section 7.

1.7. Contract Documents

Portage County is requesting that the proposer include a sample contract for the services of Owners Representative. The preference would be Concensusdoc 810 or a similar nationally recognized construction contract.

2. Preparing and Submitting a Proposal

2.1. General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The County encourages all proposers to print their submission double-sided to save paper.

2.2. Incurring Costs

The County is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting Proposals

Proposers must submit, in a sealed package, **One Original (identify) PLUS four (4) identical copies** of all materials required for acceptance of their proposal on or before 2:00 p.m., 7/7/2017 to:

**Portage County Purchasing
1462 Strongs Ave
Stevens Point, WI 54481**

All proposals must be received by the Purchasing Department by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by Purchasing.

The County does not accept facsimile machine or email submitted proposals. All proposals must be packaged, sealed, and show the following information on the outside of the package:

Proposer's Name and Address
Request for Proposal Title
Request for Proposal Number
Proposal Due Date

COST PROPOSAL: Submit Original plus one (1) identical copy Attachment F. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

2.4. Proposal Organization and Format

Proposal should be typed and submitted on 8.5 by 11 inch paper and bound securely with page numbers clearly indicated. Proposers responding to this RFP must comply with the following format requirements:

Tab 1 - COVER LETTER, RFP SIGNATURE PAGES: Include here any cover letter, Attachment A - RFP Signature and Authority Affidavit Form, any addenda signature pages, and Attachment C - Designation of Confidential & Proprietary Information Form.

The Signature and Authority Affidavit submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your proposal.

Tab 1(A) - FINANCIAL STABILITY DOCUMENTATION: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from the proposer's bank or auditor verifying financial stability. **Do not** submit financial statements/documents. The County may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

Tab 2 - RESPONSE TO PROPOSER INFORMATION AND SOLUTIONS: Responses to the requirements in the proposer information and solutions must be in the same sequence and numbered as they appear in this RFP. Include here completed Attachment B--References.

Tab 3 – MANDATORY REQUIREMENTS: Include Attachment D Mandatory Requirements.

Separate Envelope - COST PROPOSAL—ATTACHMENT F: Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

2.5. Multiple Proposals

Multiple proposals from a proposer will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response

2.6. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The written withdrawal notice must be received by Purchasing. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

3. Proposal Selection and Award Process

3.1. Evaluation Committee

The County’s evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

3.2. Preliminary Evaluation

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

3.3. Right to reject proposals

The County reserves the right to reject any and all proposals.

3.4. Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.5. Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Points
Organization Capabilities	200
Staff Qualifications	300
Proposer Solutions	300
Cost Proposal	200
Total	1000

3.6. Interviews/Presentations and/or Site Visits

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, if requested by the County. The County will make every reasonable attempt to schedule the interview/presentation on the date specified in the

Calendar of Events. Failure of a proposer to complete a scheduled interview/presentation to the County may result in rejection of that proposer's proposal. The County may conduct site visits of proposer and/or references' facilities to clarify or confirm proposal information.

3.7. Final Evaluation

Upon completion of any interviews/presentations and/or demonstrations by proposers, the County's evaluation team will review their evaluations and make adjustments to the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

3.8. Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the County requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the County will request a best and final offer.

3.9. Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the County's intent to award the contract(s) as a result of this RFP.

3.10. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or Portage County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Calvin Winters, Procurement Director, Portage County Wisconsin, 1462 Strongs Ave, Stevens Point, WI 54481, and received in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Procurement Director may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a Portage County Ordinance provision.

3.11. Negotiate Contract Terms

The County reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

4. Requirements

4.1. Mandatory Requirements

Submit response using Attachment D Mandatory Requirements under Tab 3 of proposal - see section 2.4 for proposal submittal format.

The following requirement(s) are mandatory and the proposer must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with mandatory requirements will be rejected and not evaluated or scored.

- 4.1.1. Must have provided Owners Representation services to at least 3 organizations within the past 4 years.
- 4.1.2. The selected firm for the OR position will not be eligible to self-perform any construction work for the duration or scope of this project.

4.2. Contract Requirements

The awarded contractor is expected to fulfill the following contract requirements.

4.2.1. Pre-Construction Phase

4.2.1.1. Evaluate Project Options

The firms OR will evaluate various Project options and provide cost analyses during the Project's Pre-Construction Phase.

4.2.1.2. Develop a Project Budget

The OR, in consultation with the County and the Architect, will develop a detailed project budget that identifies all costs including construction costs, consulting fees, permit fees, testing and inspection fees, furnishings, equipment, inflation, and contingencies.

4.2.1.3. Develop a Project Delivery Strategy

The OR, in consultation with the County and the Architect, will analyze Project requirements and develop a preconstruction and construction strategy that addresses requirements for function, cost, quality, time and logistics.

4.2.1.4. Develop a Project Master Schedule

The OR, in consultation with the County and the Architect, will develop a Project Master Schedule that establishes duration and responsibility for all major activities during all phases of the Project.

4.2.1.5. Monitor the Project Master Schedule

The OR will monitor and report on progress during the Project's pre-construction phase. The OR will update the Project Master Schedule monthly, will notify the County and the Architect of any delays or problems, and will recommend any corrective action necessary to meet the schedule.

4.2.1.6. Perform Value Engineering Studies

The OR will perform a minimum of two (2) Value Engineering Studies: the first at the beginning of schematic design to evaluate systems, and the second at the completion of the design phase to evaluate details and finishes. A report will be generated for each study including recommendations on the selection of systems, details and finishes. The final selections shall be made in consultation with the County and the Architect, prior to the preparation of final construction documents.

4.2.1.7. Perform Cost Estimating

The OR will prepare a minimum of three (3) detailed cost estimates for all building construction/renovation and site development work provided at the completion of schematic design, the second estimate will be provided at the completion of the design phase, and the third estimate will be provided at the completion of construction documents. The final estimate shall conform to the final bid package configuration.

4.2.1.8. Perform Constructability Reviews

The OR will review design documents, as they are developed in order to avoid potential problems and to minimize potential change orders. The OR will provide recommendations on contract provisions that establish contractor performance requirements to promote quality cost effectiveness and schedule compliance.

4.2.1.9. Provide Monthly Reports

The OR will prepare and distribute monthly reports to the County and the Architect on the project budget, the status of the project schedule, and on general Project information.

4.2.1.10. Conduct Design Coordination Meetings

The OR will conduct design coordination meetings on a regular basis (minimum of two per month) with the County, the Architect, and other consultants to discuss and review all items pertinent to the design phase. The OR will prepare and distribute minutes of the meetings in a timely manner.

4.2.2. Bidding Phase**4.2.2.1. Construction Schedule**

In consultation with all parties, the OR will confirm a construction schedule that meets the needs of the County for inclusion in the contract documents.

4.2.2.2. Develop Contractor and Supplier Interest

The OR will assist in identifying potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The OR will investigate potential bidders and suppliers to determine their ability to meet project requirements.

4.2.2.3. Establish Bidding Procedures

The OR will assist the Procurement Director in establishing and implementing procedures for the bidding process including the distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, the receipt of bids, and the bidding schedule.

4.2.2.4. Distribute Bid Documents

The OR, at the request of the Procurement Director, will assist with the distribution of all bid documents to contractors and maintain accurate records of distribution activities.

4.2.2.5. Conduct Pre-Bid Conferences

The OR, in consultation with the County and the Architect, will assist in scheduling, organizing, and conducting pre-bid conferences in a manner consistent with the bid schedule.

4.2.2.6. Evaluate Bids

The OR, in consultation with the County and the Architect, will assist in evaluating all bids.

4.2.2.7. Prepare Construction Contracts

The OR, in consultation with the County, the County's Procurement Director, the County's Corporation Counsel, and the Architect, will assist in the preparation and coordination of all construction contract documents.

4.2.3. Construction Phase

4.2.3.1. Meetings/Pre-Construction Conferences

The OR, in consultation with the Architect, County, and General Contractor, will organize and conduct all meetings with contractors, consultants, and the County. The meetings shall include a review of Project management, project schedule, and Project procedures.

4.2.3.2. Maintain On-Site Staff

The OR will provide qualified staff sufficient to manage the Project, conform to the scope of services, and insure that the work is performed in compliance with the contract documents.

4.2.3.3. Process Construction Documents

The OR, in consultation with the Architect, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). In addition, the OR will coordinate the processing and approval of all submittals with the Architect. The OR will establish and maintain a submittal log to insure contractor compliance with the contract documents.

4.2.3.4. Project Coordination

The OR will provide administration, management, and related services necessary to coordinate the construction activities of the contractors with each other and with those of the OR, the Architect, and the County.

4.2.3.5. Construction Schedule

The OR will review, evaluate and maintain a detailed construction schedule based upon the construction schedule in the contract documents. The schedule will include start and finish dates for procurement and construction activities and major milestones for each segment of the work. The schedule will be updated monthly.

4.2.3.6. Monitor Construction Progress

The OR will review contractor's construction schedules, observe construction progress, and report deviations from the schedule that might delay Project completion. The OR will consult with contractors to develop and implement corrective actions necessary to meet the Project schedule.

4.2.3.7. Control Construction Quality

The OR will monitor and inspect all work in progress to insure the quality of the work and compliance with the contract documents. The OR will document and report all deficiencies and make recommendations for corrective actions.

4.2.3.8. Process Applications for Payment

The OR, in accordance with the Architect, will develop and implement a procedure for the review and processing of contractor payment applications. The OR will evaluate the contractor's schedule of values to insure accurate and appropriate payments in contractors.

4.2.3.9. Maintain Construction Accounting System

The OR will establish and maintain an accurate and up-to-date construction cost accounting system.

4.2.3.10. Conduct Project Meetings

The OR, in consultation with the County and applicable parties, will conduct meetings, as necessary, at the job site to discuss job progress, resolve problems, and make decisions. The OR will prepare and distribute accurate meeting minutes in a timely manner.

4.2.3.11. Process Change Orders

The OR, in consultation with the County Procurement Director and the Architect, will develop and implement a system for review and processing of change orders. The OR will estimate the cost of all change orders, insure the validity of change orders, and negotiate the cost of change orders with the contractors on behalf of the County.

4.2.3.12. Coordinate Inspections and Testing

The OR will determine the requirements and make recommendations for inspections and testing. The OR, in consultation with the County and the Architect, will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

4.2.3.13. Recommend Construction Changes

The OR will evaluate work in progress and make recommendations for changes in the work on the basis of field conditions, improved quality, cost savings, or timesavings.

4.2.3.14. Provide Monthly Reports

The OR will prepare and distribute a monthly report to the County and the Architect including information on schedule, budget, quality, safety, logistics, and general project information.

4.2.3.15. Monitor Contractors' Safety Programs

The OR will review and monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.

4.2.4. Close-Out Phase**4.2.4.1. Develop Close-Out Program**

The OR, in consultation with the County and the Architect, will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

4.2.4.2. Coordinate Systems and Equipment Testing

The OR will coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems in conjunction with the County's Facilities team.

4.2.4.3. Verify Substantial and Final Inspections

The OR, in consultation with the Architect, will verify substantial completion and final inspections. The OR will assist the Architect and the County in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

4.2.4.4. Coordinate Construction Close-Out

The OR will coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.

4.2.4.5. Submit Project Documentation

The OR will submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable form.

4.2.4.6. Coordinate Warranty Work

The OR will coordinate the warranty work by contractors to insure that their obligations are fulfilled in a timely manner.

4.2.4.7. Certificates

The OR, upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications, and shop drawings.

4.2.5. Subcontractors

Any subcontractors used by the OR must be approved by the County prior to use. The OR shall be liable for the direction, actions, and payment of the subcontractors. The County will not make any direct payments to subcontractors.

4.3. Insurance Requirements

4.3.1. The Firm shall carry at its sole expense and provide evidence of insurance coverage listed below to protect itself and the County from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the Firm or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the state of Wisconsin and shall have at least an A- rating by A.M. Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the County.

4.3.1.1. Workers Compensation:

Coverage A: Statutory

Coverage B:

Employers Liability:

Bodily injury by accident \$100,000 per person

Bodily injury by disease \$100,000 per person

Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

4.3.1.2. Commercial General Liability

Limits of Liability: \$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

4.3.1.3. Auto Liability

Limits of Liability: \$1,000,000 each accident

4.3.1.4. Excess (Umbrella) Liability:

The requirement that an Umbrella Policy shall be no less than \$1,000,000.

4.3.1.5. Professional Liability:

\$1,000,000 each occurrence

Coverage:

The County shall be named as an additional insured.

Certificates of insurance shall be presented to the Purchasing Department for approval before the successful Firm, its agents and/or employees commence any work whatsoever pursuant to the contract.

5. Proposer Information and Solutions

Submit response under Tab 2 of proposal - see section 2.4 for proposal submittal format.

5.1. Organization Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. (200 Points)

5.2. Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be contract manager(s), etc. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements. (300 Points)

5.3. Proposer Solutions (300 points)

- 5.3.1. Describe your experience in providing owners representation to a government organization for large scale building and renovation projects.
- 5.3.2. Detail your firms understanding of the challenges and barriers for a project like this and propose approach to overcoming these barriers.
- 5.3.3. Identify potential risk factors and methods for dealing with these factors.
- 5.3.4. Provide specific examples of how your Owners Representation services have saved organizations from unnecessary costs.
- 5.3.5. Program delivery – estimated work plan and timetable. Outline the tasks your firm proposes to accomplish throughout the life of the contract. Provide an estimated schedule and timeline for each task.
- 5.3.6. Detail how you will exceed proposal requirements.
- 5.3.7. Describe value-added solutions

5.4. Proposer References

Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.

Proposer must supply references of three firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

6. Cost Proposal**6.1. General Instructions for the Cost Proposal and how it will be Scored**

All prices must be quoted in U.S. Dollars.

Purchasing will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

Lowest Cost Proposed
Constant X Maximum Points Assigned to Cost = Score
Other Proposed Cost

6.2. Format for Submitting Cost Proposal.

Use Attachment F Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

6.3. Fixed Price Period

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the County and the Contractor.

7. Contract Cancellation

This Contract may be terminated by either party under the following conditions:

- 7.1 The County may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Contractor.

If the problem is service performance, Contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to 'cure' the performance. If the performance does not improve, Contractor will be given 30 days written notice that the contract will be cancelled.

Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination.

- 7.2 In the event the Contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Purchasing Department not less than 60 days prior to said termination. The Contractor will, in turn, refund the County, within 30 days of said termination, all payments made hereunder by the County to the Contractor for work not completed.
- 7.3 If at any time the Contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the contract without notice.
- 7.4 If the Contractor fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

Fax () _____ Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Proposer: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

**ATTACHMENT C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # 2017-30 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT D

MANDATORY REQUIREMENTS

Proposer: _____

Have you provided Owners Representation services to at least 3 organizations within the past 4 years?

Yes _____ No _____

ATTACHMENT E**STANDARD TERMS AND CONDITIONS**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Portage County Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Portage County Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, gender identity, gender expression, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Portage County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT F

COST PROPOSAL

Proposer: _____

Submit original plus one copy (Submit in separate envelope within proposal package)

1. Labor

Provide titles of associates who will be working on the project along with the hourly rate and estimated hours needed on the entirety of the project.

Job Title of Associate	Rate (Hourly)	Estimated Hours	Extended Total

Estimated Labor Total _____

2. Direct, Travel, and Miscellaneous Expenses

Include any expenses that will be billed directly to the County including but not limited to travel, materials, and miscellaneous.

Expense Description	Estimated Quantity	Unit Price (if applicable)	Extended Price

Total estimated expenses to be billed _____

Total estimated labor and expenses _____

Is a copy of a sample contract for these services included? Yes _____ No _____