



A/E CONTRACT FOR PROFESSIONAL SERVICES

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[A/E CONTRACT SIGNATURE PAGE \(DOA-4520\)](#)

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[ATTACHMENT A. AGREEMENT on CONSTRUCTION PHASE SITE VISITS \(DOA-4524\)](#)

[ATTACHMENT B. A/E/CONSULTANT CONTRACT \(DOA-4526\)](#)

A/E Fee Proposal(s) dated



A/E CONTRACT SIGNATURE PAGE

Date: _____
Project No.: _____
Contract No.: _____

THIS AGREEMENT is between the State of Wisconsin, by its Department of Administration, represented by its Division of Facilities Development, hereinafter called "DFD", executing this Contract, and A/E Name, City, hereinafter called the "A/E".

WITNESSETH

WHEREAS, DFD proposes securing architectural/engineering services for a project described as follows:

WisBuild Project Title

WHEREAS, DFD deems it advisable to engage the services of the A/E to furnish professional services in connection with this project, and

WHEREAS, DFD has authority as provided in Section 16.85 and 16.87 of the Wisconsin Statutes to engage such services, and

WHEREAS, the A/E represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers, and has agreed to furnish professional services for DFD;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, DFD and the A/E have executed this Contract as of the above date.

A/E Firm Name

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

By _____
Signature Date

By _____
Administrator, Division of Facilities Development Date

Printed Name

Title

Federal Employer Identification Number (FEIN)

ARTICLE 1: SCOPE OF CONTRACT

This Contract between DFD and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "A/E" shall be governed by the following Terms and Conditions. The occupying agency, commonly called the User, is not the Owner.

- 1.A. The A/E shall provide technical and professional services under this Contract. The Terms and Conditions of this Contract shall apply to modifications made to this Contract and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.B. The A/E shall serve as the professional technical advisor and consultant to DFD in matters arising out of or incidental to the performance of this Contract and in that capacity, the A/E shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Contract, except as that duty may arise under the laws of the State of Wisconsin. The A/E is not an agent of the State within the meaning of s. 893.82 or 895.46, Wis. Stats.
- 1.C. Professional services performed or furnished under this Contract shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code.
- 1.D. By accepting this contract, the A/E represents possession of the necessary skill and other qualifications to perform work under this Contract and is familiar with the practices in the locality where such services and work shall be performed.
- 1.E. The A/E shall review and become familiar with the current [Division 1 - Bidding and Contract Requirements](#) utilized by DFD and shall provide services and work, consistent with such Construction Terms and Conditions, so that work under the Construction Phase of the project will be carried out without undue hindrance or delay.
- 1.F. The A/E shall be professionally responsible for work performed under this Contract. Upon written approval of DFD, the A/E may subcontract work to an approved consultant under this Contract, to the specific extent authorized by DFD. The authorization to subcontract shall not relieve the A/E of professional or contractual responsibility for any work performed or delivered under this Contract. The authorization to subcontract shall not be construed to create any contractual relationship between DFD and such consultant.
- 1.G. Subcontracts for services under this Contract shall provide that work performed under such subcontract, shall be subject to provisions of this Contract and shall also provide that any professional duty or responsibility pertaining thereto, shall be accomplished to the benefit of DFD. Upon request, an electronic copy of each such subcontract for which DFD approval is granted shall be furnished to DFD.
- 1.H. The A/E may substitute consultants or professional staff under this Contract only to the specific extent authorized by DFD in writing.
- 1.I. In the performance of this Contract, the A/E shall become familiar with and perform such services in accordance with the [POLICY AND PROCEDURE MANUAL FOR ARCHITECTS/ENGINEERS](#), instructions and notes for the A/E as contained in the [MANUAL FOR PREPARATION OF SPECIFICATIONS FOR PROJECTS THAT HAVE A CONSTRUCTION BUDGET GREATER THAN \\$30,000 \(DOA-4527P\)](#), together with [DFD CAD STANDARDS](#), [DAYLIGHTING STANDARDS FOR STATE FACILITIES](#) and [DFD MASTER SPECIFICATIONS/DESIGN GUIDELINES](#). It shall be the duty of the A/E to procure the version of said manuals, standards and guidelines current on the signing date of this Contract. Notwithstanding the foregoing, State reserves the right to update *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 at any time, including after the signing date of this Contract. The A/E shall use and conform to the most current *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 available 14 days prior to submission of Final Review Documents and the A/E shall not be eligible for a change order based upon alterations to

said *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 occurring after the date of contract signing.

- 1.J. The A/E agrees to have available, use and maintain over the course of the project, an Internet connection to access and utilize the WisBuild™ DFD Information System.

ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

Services are to be provided by the A/E in each of the following phases:

Design Concept and Development Phase
Working Drawings and Specifications Phase
Bidding Phase
Construction Phase

An assigned DFD Project Manager will be the A/E's contact in securing DFD direction and for arranging the necessary meetings with DFD or other state agencies and obtaining the approvals required by DFD.

The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by DFD.

2.A. Design Concept and Development Phase:

- 2.A.1. The A/E shall review the project program, plans and specifications of record, (to the extent that such documents are reasonably available), and applicable DFD standards and guides or other written direction by DFD. The A/E shall establish the limiting parameters of the design as defined by the instructions issued to it by DFD, to determine if the design concept is achievable within the schedule and budget proposed by DFD.
- 2.A.2. To the extent necessary, the A/E shall facilitate investigation of the site for existing conditions which differ from those indicated in the record drawings or which could have a detrimental impact on the achievement of the work called for under the project.
- 2.A.3. At an appropriate time during the design progress, the A/E shall request that DFD schedule a meeting to review the A/E's design concept and such other matters as are necessary to establish that at this preliminary point, the proposed design concept is consistent with the requirements of DFD. The A/E shall bring to this meeting documentation of previous meetings between it and the building User.
- 2.A.4. The A/E shall document the results of design concept meetings, including design factors agreed to, with any instructions furnished by DFD to carry out such factors, including, but not limited to:

Program clarification
Scheduling concerns
Existing site conditions
Project cost estimates
Cost-value trade offs
Quality requirements
Special material requirements
Communications requirements
Engineering requirements

The A/E shall furnish a copy of the documentation produced under this Paragraph to each participant attending a design concept meeting.

- 2.A.5. Following the design concept meeting, the A/E shall facilitate a final site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.
- 2.A.6. In Contracts which involve renovation or remodeling of or additions to existing facilities, the A/E shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the A/E or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to DFD and may be reused unless directed otherwise by DFD.
- 2.A.7. The A/E shall produce studies consisting of drawings and other documents necessary to illustrate the scale and relationship of project components. The number of iterations of such studies produced shall be sufficient to accomplish and demonstrate a design concept for the project satisfactory to DFD. Drawings shall be in format as approved by DFD.
- 2.A.8. The A/E shall provide sufficient, alternative design solutions on major design features to allow DFD to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and budget. Include staffing and occupancy considerations provided by DFD.

2.A.8.a. The major design features and systems that must be evaluated include:

- Structural systems
- Building wall and roofing systems
- Building configuration
- Heating, ventilating and air conditioning
- Plumbing
- Electrical
- Lighting systems
- Life safety systems

2.A.8.b. The analysis of major design features and systems shall include initial and life cycle cost comparisons. The A/E shall utilize the Uniform Guide of Life Cycle Cost Factors provided by DFD in the calculation of life cycle costs. Refer to the [POLICY AND PROCEDURE MANUAL FOR ARCHITECTS/ENGINEERS](#) to clarify which projects require Life Cycle Costing.

2.A.9. The A/E shall provide a working analysis of each major design feature included in the selected design concept, with constraints and dependencies, that is sufficiently complete to allow commencement of the Working Drawings and Specifications Phase.

2.A.9.a. The A/E shall prepare preliminary drawings, specifications and other data tailored to the project that fix and describe the size and character of the entire project as to major design features and systems and such other essentials outlined by DFD.

- (1) The preliminary drawings shall include plans, elevations, sections and details at a scale which is sufficient to fully illustrate the design concepts, materials and finishes to be employed. Drawings shall be in format as approved by DFD.
- (2) The outline specifications shall include relevant specific information for Division 1 - Bidding and Contract Requirements and a synopsis for the applicable technical divisions.

2.A.9.b. The A/E shall prepare a Design Report with appendix that includes:

- (1) A time estimate for completion of each separate phase of the work (Design, Working Drawings and Specifications, Bidding and Construction).
 - (2) A detailed estimate of project cost, based on the preliminary design concept, which indicates that the project budget limitations will not be exceeded. Factors influencing the cost feasibility of each major division of the specification and related drawings shall be identified.
 - (3) An analysis of the biddability and constructability of the project within the time allowed by DFD.
 - (4) An identification of any part of the work that might require special monitoring or consideration during construction to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials, items which interface with difficulty, areas of work requiring significant care, sequencing or precision in installation and full or partial User occupancy during construction.
 - (5) As a safeguard against unforeseen bidding conditions, the A/E may recommend appropriate alternate bids for DFD's consideration. Such alternates shall be identified and developed at no additional cost to this Contract.
- 2.A.10. Upon determination by the A/E that the final design concept is represented by the preliminary drawings and specifications, those documents along with a final Design Report shall be submitted to DFD for review and concurrence prior to commencement of working drawings.
- 2.A.10.a. The A/E shall provide DFD with up to 15 sets and 1 electronic file of the Design Report with appendix, preliminary drawings and outline specifications for review and coordination purposes. Electronic documents shall be stored in a format approved by DFD.
 - 2.A.10.b. DFD will issue a list of recommended changes/corrections to be incorporated into the documents. The A/E shall promptly transmit written replies to review comments issued by DFD. Directions by DFD shall be incorporated into the design, unless the A/E shall have explained objections to DFD and obtained prior written approval of noncompliance from DFD before proceeding with related work.
 - 2.A.10.c. The A/E or DFD may call a further preliminary review meeting, when necessary to finalize the design concept. Written replies to additional DFD comments shall be made before proceeding to the Working Drawings and Specifications Phase.
 - 2.A.10.d. Approval of these documents by DFD will complete the Design Concept and Development Phase, whereupon DFD will issue written instruction to the A/E to proceed to the Working Drawings and Specifications Phase.

2.B. Working Drawings and Specifications Phase:

- 2.B.1. Upon receipt of written instructions from DFD, the A/E shall prepare working drawings and specifications for bidding and construction of the project. These working drawings and specifications shall provide the detailed requirements for the successful construction of the entire project.
- 2.B.2. Both the working drawings and specifications shall comply with applicable DFD standards and guides available and current as of the signing date of this Contract, except that working drawings and specifications shall comply with the *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 available 14 days prior to submission of Final Review Documents.

Such standards and guides are outlined on DFD's [POLICY AND PROCEDURE MANUAL FOR ARCHITECTS/ENGINEERS](#), instructions and notes for the A/E as contained in the [MANUAL FOR PREPARATION OF SPECIFICATIONS FOR PROJECTS THAT HAVE A CONSTRUCTION BUDGET GREATER THAN \\$30,000 \(DOA-4527P\)](#), together with [DFD CAD STANDARDS](#), [DAYLIGHTING STANDARDS FOR STATE FACILITIES](#) and [DFD MASTER SPECIFICATIONS/DESIGN GUIDELINES](#).

2.B.3. The working drawings and specifications shall be internally consistent in terms of coordination between:

- 2.B.3.a. work of the A/E and its consultants.
- 2.B.3.b. requirements of various divisions or trades.
- 2.B.3.c. drawings and specifications.

2.B.4. During this phase, the A/E shall develop and provide documents which will achieve a biddable and constructable project, within the assumption of professional responsibility set forth in this Contract. These services shall include, but not be limited to:

2.B.4.a. Coordination, to protect the integrity of the design and facilitate construction with:

- (1) Manufacturers: Check that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
- (2) Suppliers: Check that materials and equipment called for in the documents are currently available, suitable for their intended use and can be shipped and delivered in a timeframe that will maintain the project schedule.
- (3) Consultants: Check that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
- (4) Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.
- (5) Occupying Agency: Check that program-required furniture, finishes and equipment layout is suitable so as to be compatible but not interfere with access to, placement or operation of the mechanical, electrical or plumbing appurtenances.
- (6) Governmental authorities having jurisdiction over the work.
 - (a) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the A/E shall file 2 copies of such approval with DFD.
 - (b) Copies of documents for submittal to the Department of Commerce (COMM) will be furnished by DFD to the A/E. Two copies of the COMM approved drawings and specifications shall be furnished to DFD. Any COMM comments, reservations or directions, including the review letter, shall be called to DFD's attention immediately and any such comment requiring further action by the A/E or DFD shall be responded to, in specific detail, by the A/E in writing with 2 copies to DFD.
- (7) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

2.B.4.b. Inclusion in the Working Drawings documents of:

- (1) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- (2) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.
- (3) Description of existing conditions of site and/or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process.

2.B.4.c. Inclusion in the specifications documents of bidding and contract requirements, special provisions and/or appendices, and technical sections. Unless otherwise agreed to by DFD in writing, the format shall generally follow the divisions of the Construction Specifications Institute.

- (1) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.
- (2) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the prime construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
- (3) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
- (4) When 2 or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured products shall be specified for potential use on the project.
- (5) When, in the professional judgment of the A/E, limiting competition to a brand name, process, or technique of manufacture is required, the A/E, shall prepare a statement of justification for this limitation and submit it to DFD for approval. DFD will issue instructions in connection therewith.
- (6) The A/E shall be responsible for compiling and including in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.

- 2.B.5. Upon determination by the A/E that the final project design is represented by completed working drawings and specifications, those documents shall be submitted to DFD for review and concurrence prior to release for bidding.
 - 2.B.5.a. The A/E shall provide DFD with up to 15 sets of final drawings and specifications for final review in a format and standard specified in the [POLICY AND PROCEDURE MANUAL FOR ARCHITECTS/ENGINEERS](#).
 - 2.B.5.b. DFD will issue a list of recommended changes/corrections to be incorporated in the final documents. The A/E shall promptly transmit written replies from the A/E and its subconsultants to review comments issued by DFD or for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by DFD shall be incorporated into the documents.
- 2.B.6. Prior to submission of the final documents, the A/E shall call for a final review meeting with DFD, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by DFD.
- 2.B.7. At the time of delivery of the final documents, the A/E shall report to DFD, in writing with updated estimates of project costs, life cycle cost when requested, and schedules.
- 2.B.8. DFD will print and distribute drawings and specifications for bidding purposes without cost to the A/E. The A/E shall provide the original drawings, camera-ready original specifications and an electronic copy of both the drawings and original specifications for printing by DFD, format as approved by DFD. If a complete set of electronic drawings is not available, when approved by DFD, 1 hard copy of drawings shall simultaneously be submitted by the A/E with the originals. If the A/E is directed by DFD to acquire the necessary printing services, these services shall be a reimbursable expense as provided in Article 4.C. hereof.

2.C. Bidding Phase:

- 2.C.1. The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
- 2.C.2. The A/E shall serve as the professional technical consultant and advisor to DFD during the bidding process, including the preparation for and participation in Pre-Bid Conferences and Pre-Award Conferences, if either of these is determined by DFD to be in its best interest.
- 2.C.3. The A/E shall prepare any addenda necessary, for DFD to authorize, print and distribute as appropriate.
- 2.C.4. Ten days prior to bidding of the project, the A/E shall provide to DFD, in writing, an updated estimate for bids in prime categories and the total cost of each alternate.
- 2.C.5. The A/E shall assist DFD by evaluating and making recommendations to DFD on the qualifications of prospective prime construction contractors and subcontractors and the worthiness of value enhancement proposals received by DFD.
- 2.C.6. The A/E shall assist DFD in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by DFD to bring construction cost within the approved budget.
- 2.C.7. If the low bids submitted by qualified, responsible bidders exceed available funds, as determined by DFD, the A/E shall revise and change the bidding documents as approved by and without

additional cost to DFD that will permit a proper award of the contract(s) within the approved estimate of project cost or other funding limitation.

- 2.C.8. In the event that the A/E recommends a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then the A/E shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.
- 2.C.9. Upon contract offer to the low bidder(s), the A/E shall immediately prepare construction documents which incorporate the bid documents, addenda issued, value enhancement proposals accepted and negotiated contract deductions, all of which are incorporated in the construction contracts. Such work shall be completed in a timely fashion so that construction is not delayed.

2.D. Construction Phase:

- 2.D.1. An assigned DFD Project Representative will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. The A/E's representative shall attend, take notes, publish and distribute minutes of job meetings.
- 2.D.2. After the award of the construction contract(s), the A/E shall become an on-site technical and professional advisor to DFD. In this capacity the A/E will have continuous access to the site. The A/E, through DFD's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to DFD.
 - 2.D.2.a. When requested and specifically contracted for by DFD, the A/E shall provide a full-time, on-site representative who shall be qualified in construction administration and subject to the approval of DFD. On projects for which DFD does not authorize full-time, on-site representation, the A/E shall provide, in accordance with [ATTACHMENT A. AGREEMENT on CONSTRUCTION PHASE SITE VISITS \(DOA-4524\)](#), a DFD-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the working drawings and specifications as such work is being performed by the construction contractor(s). The A/E shall keep DFD informed of the progress and quality of the work based on on-site observations and shall endeavor to guard DFD against defects and deficiencies in the work.
- 2.D.3. Immediately following the pre-construction meeting and prior to the start of construction, the A/E shall review the proposed schedule for submittals from the construction contractor(s). The A/E shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise DFD in writing accordingly.
 - 2.D.3.a. The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the construction contract documents under which the submittal was made. Deviation from the construction contract documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of DFD's Project Representative and concurrence received from DFD before any approval is given to a contractor. Review of the submittals which have priority status as determined by DFD's Project Representative, must be completed within 5 working days of receipt. Review of other submittals shall be completed within 10 working days of receipt, or in accordance with the submittal schedule prepared by the Lead Construction Contractor and as approved by DFD and A/E at the start of construction. The A/E is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.

- 2.D.3.b. The A/E shall also review the results of all testing conducted during or after construction and report to DFD whether these results meet the design intent and the requirements of the construction contract documents.
- 2.D. 4. The A/E's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the contract documents, and shall immediately report any noncompliance to the DFD Project Representative in writing.
- 2.D.4.a. The A/E shall be responsible for the coordination and performance of on-site services performed by consultants employed by the A/E and shall review reports and other data submitted by such consultants. The A/E and each consultant engaged under [Article 1.F.](#) and [ATTACHMENT B. A/E/CONSULTANT CONTRACT \(DOA-4526\)](#) shall visit the job site as delineated in [ATTACHMENT A. AGREEMENT on CONSTRUCTION PHASE SITE VISITS \(DOA-4524\)](#). The A/E shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform DFD. Site visits shall coincide with crucial times of the construction for the specialty area involved.
- 2.D.4.b. Following construction site visits, the A/E shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by DFD. The A/E shall submit the reports within 5 days of the site visit by the A/E's representative. Reporting requirements for full-time, on-site representation shall be established by each Contract for such professional services.
- 2.D.4.c. The A/E's site representative will receive copies of reports submitted by the prime construction contractors and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to DFD.
- 2.D.4.d. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the construction contract documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to DFD in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by DFD.
- 2.D.4.e. Should the A/E become aware that the work of any construction contractor or subcontractor in place or underway does not conform to the work or quality required by the construction contracts, the DFD Project Representative shall be immediately notified in writing. It is appropriate for the A/E to also immediately advise the construction contractors of substantial deficiencies, and that notification of these deficiencies will be made to DFD. The A/E shall furnish such data as necessary to inform DFD of the degree of the noncompliance with the construction documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. DFD shall be solely responsible for implementation of the A/E's recommendation. This assumption of responsibility by DFD shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.
- 2.D.4.f. If the A/E considers suspension of construction work appropriate, the A/E shall notify DFD in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.
- 2.D.5. Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by DFD in the preparation of the

documents or design shall be the responsibility of the A/E or its consultants, without additional cost to DFD.

- 2.D.6. The A/E shall review requests for information (RFI's) and shall respond within 5 working days whenever reasonably possible.
- 2.D.7. The A/E shall develop and issue appropriate construction bulletins (CB's) at the direction of the DFD Project Manager. The A/E shall then evaluate the CB proposals received from the construction contractors and provide DFD with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within 5 working days of receipt, or in accordance with another schedule approved by DFD. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change. Following acceptance of the CB proposals by the DFD Project Manager, the A/E shall prepare and initiate the change order (CO) within 10 working days.
- 2.D.8. The A/E shall prepare applications for energy incentive programs, when applicable.
- 2.D.9. Upon contractor's written notification and the DFD Project Representative's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the DFD Project Representative. The DFD Project Representative will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the construction contract documents. As part of the Substantial Completion verification, the A/E shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The DFD Project Representative will prepare and distribute the Certificate of Substantial Completion when appropriate.
- 2.D.10. DFD will provide a set of prints to each prime construction contractor on which daily records of changes and deviations from the construction contract will be recorded. At completion of the project, each construction contractor will submit its marked-up as-built prints to the A/E who shall, based on these marked up as-built prints, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of record documents. Electronic documents shall be stored in a format and on a medium required by DFD. This work shall be completed and submitted to DFD within 30 days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the A/E to have caused change shall be included in the production of the record documents.
- 2.D.11. The A/E shall obtain from the DFD Project Representative, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two copies of the Manuals shall be returned to DFD's Project Representative. These manuals shall include:
 - 2.D.11.a. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and
 - 2.D.11.b. Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.
- 2.D.12. The A/E shall complete and electronically submit to the DFD Project Manager the Building Data/Cost Report for the project.

2.D.13. It is not intended by this Contract to impose upon the A/E the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Contract to impose upon the A/E the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the A/E. As such, this shall not preclude the entitlement to DFD of reasonable expectation that systems as designed by the A/E or their consultants will operate as anticipated by DFD upon faithful completion of construction.

ARTICLE 3: DFD'S RESPONSIBILITIES

- 3.A. DFD will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work in compliance with Wisconsin Statutes.
- 3.B. DFD will establish an internal operating procedure for timely and proper performance of any DFD duty required to fulfill the needs of the project.
- 3.C. Prior to the beginning of the Design Concept and Development Phase, DFD will provide available information regarding the requirements for the project, which set forth DFD's objectives for program, schedule and overall budget. DFD will make available to the A/E data known to DFD or requested by the A/E, which may be needed for the fulfillment of the professional responsibility of the A/E. This data may include, but is not limited to, prints of existing buildings or record drawings and DFD standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the A/E shall be without contractual or legal significance unless otherwise established elsewhere in this Contract. However, providing of documents by DFD shall not relieve the A/E from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- 3.D. DFD will communicate to the A/E the format of the documents required to be submitted.
- 3.E. DFD will examine documents submitted by the A/E and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the A/E's work. DFD will coordinate review comments from the User agency and DFD staff prior to issuance to the A/E.
- 3.F. DFD will distribute bidding documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.
- 3.G. DFD will prepare and process the Contracts between DFD and A/Es, and between DFD and construction contractor(s).
- 3.H. Unless otherwise specified in this Contract, DFD will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by DFD.
- 3.I. DFD will manage and maintain the WisBuild™ DFD Information System.

ARTICLE 4: A/E'S COMPENSATION

- 4.A. A/E fees for basic services will be compensated by DFD in accordance with the Terms and Conditions of this Contract as follows:
 - 4.A.1. DFD will pay the A/E a lump sum fee of \$ [REDACTED].
 - 4.A.1.a. The A/E fee for professional services shall be in accordance with the terms of this Contract and based on the scope of services confirmed in the letter dated [REDACTED] from the A/E to DFD, attached and made a part of this Contract.

4.A.1.b. The A/E is authorized to proceed through completion of the [redacted] Phase. The A/E Fee is limited to \$[redacted], until action is taken by the State Building Commission and/or written instructions to proceed are provided by DFD.

4.A.1.c. The construction budget for this project is \$[redacted]. This amount excludes all construction costs of contingency and unless stated otherwise in this Contract, hazardous materials abatement or remediation.

4.A.2. The lump sum fee is based upon:

- 4.A.2.a. the construction budget as shown above, and
- 4.A.2.b. the project program, if available or description, and
- 4.A.2.c. the attached fee proposal.

No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Contract and approved by DFD. When the A/E's Design Report estimate indicates a revised project cost and such revision is approved by DFD, the amount of the lump sum fee may be renegotiated.

4.A.3. In the event the lowest acceptable construction bids exceed the fixed limit of construction, as shown above plus any DFD increases approved before bidding, DFD will do one or more of the following:

- 4.A.3.a. cooperate in revising the project scope and quality as required to reduce the project cost;
- 4.A.3.b. authorize the rebidding of the project within a reasonable time; and/or
- 4.A.3.c. give written approval of an increase in such fixed limit.

4.A.4. In the case of 4.A.3.a. above the A/E shall revise the drawings and specifications as necessary to bring the construction cost within the fixed limit. These revisions shall be completed by the A/E without additional compensation.

4.A.5. In the case of 4.A.3.a. or 4.A.3.b. above, no additional fees will be allowed for rebidding or for an increase in allocated funds.

4.B. The A/E's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

4.B.1. Principals' time at a fixed rate of \$[redacted] per hour, unless separate amounts are provided for each Principal. For the purposes of this Contract, the Principals are:

- [redacted]
- [redacted]
- [redacted]

4.B.2. Employee's time shall be computed using the employee's basic hourly salary and include overhead costs for clerical support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for persons in consultation, research and design in producing drawings, specifications and other documents pertaining to the project and for services during construction at the site.

4.C. Reimbursable Expenses:

Reimbursable Expenses are actual, incidental expenses incurred by the A/E, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.)

and Additional Services (4.D.). Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from DFD. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the A/E to check the accuracy of and entitlement to the sums requested. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

- 4.C.1. Expense of transportation and living when traveling in connection with the project for other than regular trips from the A/E's office to DFD office, to the site or other locations as required by the project scope. Reimbursement will be at rates not to exceed the [current state employee limits](#).
- 4.C.2. Expense of reproduction of drawings and specifications, excluding the 15 review sets required in Article 2.
- 4.C.3. Expense of a site survey when needed.
- 4.C.4. Expense of a geotechnical investigation and soils and material testing when required.
- 4.C.5. Plan approval or permit fees required by state or federal agencies.
- 4.C.6. Zoning approvals required by municipal agencies.
- 4.C.7. Expense of translating or converting electronic final project record documents from one file format to another.
- 4.C.8. Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) such as mileage, travel, lodging, replication of drawings for the design concept meetings and subsequent design meetings, preliminary and final review document printing, handling and postage (up to 15 sets each); cost of correspondence transmittals, telephone expenses, and CAD/electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

4.D. Additional Services:

The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the A/E's fee proposal and included with the lump sum fee as such. Compensation for these additional services or other services must be requested by the A/E, and subsequently approved by DFD PRIOR to proceeding with the work. If the additional services are requested after the contract has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the affect on the project schedule and the individuals or firms involved. When authorized, a Contract Change Order ([Article 10.F.](#)) will be used to modify the A/E's Contract.

- 4.D.1. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
- 4.D.2. Revising previously approved drawings, specifications or other documents, to accomplish changes not initiated by the A/E other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.
- 4.D.3. Preparing detailed models, perspective or renderings.
- 4.D.4. Preparing documents for alternate bids or petitions for waiver when requested by DFD and, requiring significant additional time and expense on the part of the A/E or its consultants.

- 4.D.5. Providing consultation concerning replacement of any work damaged by fire or other causes during construction, and furnishing professional services of the type set forth in Article 2 as may be required in connection with the replacement of such work.
 - 4.D.6. Obtaining or participating in third party Value Engineering/Enhancement of the project when directed by DFD.
 - 4.D.7. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
 - 4.D.8. Providing services requested by DFD for or in connection with the selection of specific movable furniture, fixtures and equipment (FFE) by the occupying agency during the Construction Phase.
 - 4.D.9. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the A/E is party thereto.
 - 4.D.10. Providing construction phase scheduling or cost estimates specifically requested by DFD other than those required by the terms of this Contract.
 - 4.D.11. Participating in the Wisconsin "Fine Arts in State Buildings" program as required by s. 44.57, Wis. Stats., if requested by DFD.
 - 4.D.12. Providing services for a full time on-site construction representative.
 - 4.D.13. Evaluating peer facilities, when specifically included as part of the project scope.
 - 4.D.14. Providing services to accommodate post-design deviations from the standard design/bid/construction project delivery method.
 - 4.D.15. Providing historical preservation research or documentation.
 - 4.D.16. Providing services related to wetland compensation/mitigation design.
 - 4.D.17. Providing specialized design services including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.
 - 4.D.18. Presenting design concepts, drawings or models to special interest groups or fund-raising committees associated with this project.
 - 4.D.19. Participation in post-project evaluations.
 - 4.D.20. Assist in zoning approval efforts.
 - 4.D.21. Preparing multiple bid packages
- 4.E. Payments to the A/E:
- 4.E.1. Payments of the A/E's lump sum fee will be made monthly, in proportion to services performed as confirmed by DFD, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Design Concept and Development Phase	35%
Working Drawings and Specifications Phase	75%
Construction Phase	100%

- 4.E.2. No more than 95 percent of the A/E's lump sum fee shall be paid out prior to substantial completion of the project. When DFD confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, submittal of the Building Data/Cost Report form, as defined by Articles 2.D.9 through 2.D.12, has been satisfactorily completed by the A/E, DFD will determine how and when the remaining lump sum fee is disbursed.
- 4.E.3. Payments for DFD-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the A/E as defined in Article 4.D., will be made monthly upon request.
- 4.E.4. An A/E whose work is found deficient or fails to conform to the requirements set forth in the Contract, is not entitled to further payments, until corrected to the satisfaction of DFD.
 - 4.E.4.a. Payments to the A/E may be withheld, up to the limits of the professional liability insurance deductible, for damages sustained by DFD due to error, omission, unauthorized changes or negligence on the part of the A/E. DFD will notify the A/E in writing of the alleged, specific damages and amounts involved, on a timely basis.
- 4.E.5. Payments to the A/E will not be withheld due to disputes between construction contractor(s) and DFD.
- 4.E.6. In the event DFD receives Notice from any person, Consultant, Subconsultant, or other third party, that the A/E has failed to pay such person(s) for Work performed in accordance with Agreements, the A/E shall, at the request of DFD, and in no more than 10 calendar days, provide all documentation DFD believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event DFD determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, DFD may authorize direct payment of any unpaid bills, withholding from the A/E's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the A/E. In no event shall these provisions be construed to impose any obligations upon the State to the A/E.
- 4.E.7. If the project is suspended for more than 3 months in whole or in part, the A/E will be paid fees for services performed prior to receipt of written notice from DFD of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by DFD. If the project is resumed after being suspended for more than 3 months, the A/E's compensation will be subject to renegotiation.

ARTICLE 5: A/E'S ACCOUNTING RECORDS

Records of the A/E's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to DFD or an authorized representative throughout the term of this Contract and for at least three years after final payment to the A/E.

ARTICLE 6: TERMINATION OF CONTRACT

- 6.A. This Contract may be terminated by DFD without cause upon 10 calendar days written notice to the A/E. In the event of termination, the A/E will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by DFD. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Contract. Upon termination, the results of such work shall immediately be turned over to the DFD Project Manger and is a condition precedent to further payment by DFD.

- 6.B. In the event the Agreement between the A/E and any consultant on this project is terminated, the results of work by that Consultant shall immediately be turned over to the A/E.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the A/E or any consultant pursuant to this Contract shall become the property of DFD on completion and acceptance of any of the A/E's work, or upon termination of the Contract, and shall be delivered to DFD upon request.
- 7.B. DFD will not unilaterally construct additional building(s) based on the architectural/engineering work of this Contract without written agreement by the A/E. Documents prepared under this Contract may be issued by DFD for informational purposes without additional compensation to the A/E.
- 7.C. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the project, whether provided by the State or generated by the A/E, shall be available for future use by the parties to this Contract and other parties, each at their own risk.

ARTICLE 8: PROFESSIONAL LIABILITY INSURANCE

The A/E and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract. The A/E shall provide up-to-date, accurate professional liability information on the AE's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by DFD, the A/E shall furnish DFD with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after 30 calendar days written notice has been received by DFD." The A/E shall not cancel or materially alter this coverage without prior written approval by DFD. The A/E shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

ARTICLE 9: OTHER INSURANCE

- 9.A. The A/E and its consultants retained under terms of this Contract shall:
- 9.A.1. Maintain Worker's Compensation Insurance;
- 9.A.1.a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the A/E's and consultant's employees engaged in work associated with the project under this Contract.
- 9.A.1.b. Maintain Employer's Liability Insurance with a policy limit of not less than 100,000/500,000/100,000 per occurrence.
- 9.A.2. Procure and maintain during the life of this Contract, and until one year after the completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the A/E as insureds.
- 9.A.3. Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- 9.A.4. Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Contract. Upon request by DFD, the insurance certificate is to be presented on or before execution of the Contract.

ARTICLE 10: MISCELLANEOUS PROVISIONS

- 10.A. Employment. The A/E agrees to disclose current contracts with state agencies including any department, commission or board thereof and further agrees not to enter into such a contract during the life of this Contract without the prior knowledge and approval of DFD. Further, the A/E shall not engage the services of any person or persons so employed without the prior written approval of DFD.
- 10.B. Legal Relations. The A/E shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Contract.
- 10.C. Approvals or Inspections. None of the approvals or inspections performed by DFD shall be construed or implied to relieve the A/E from any duty or responsibility it has for its professional performance, unless DFD formally assumes such responsibility in writing from DFD so stating that the responsibility has been assumed.
- 10.D. Successors, Subrogees and Assigns. DFD and A/E each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Contract and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Contract.
- 10.E. Claims. The A/E's project manager will meet with DFD's project manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof. Issues not settled are to be presented in writing to the DFD Administrator for review and resolution. If the A/E's claim is rejected by the DFD Administrator, the A/E shall, as a condition precedent to filing suit against the State, comply with the two-step claims resolution procedure set forth in Sects. 16.007 and 775.01, Wis. Stats. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 10.F. Amendment of Contract. This Contract may be amended in writing by both DFD and A/E.
- 10.G. Special Notice. In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

ARTICLE 11: NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Contract, the A/E 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 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. Except with respect to sexual orientation, the A/E further agrees to take affirmative action to provide equal employment opportunities.

If the A/E's firm has assigned more than 30 employees to this project and not submitted this information to DFD in the last three years, the A/E must submit a written [Affirmative Action Plan](#) acceptable under Wisconsin Statutes and Administrative Code to DFD for approval within 15 working days after this Contract is awarded.

Technical assistance regarding the plan is available from the Wisconsin Office of Contract Compliance of the Department of Administration, (608) 266-5462. The A/E agrees to post in conspicuous places, available for employees and applicants for employment, the [Wisconsin Contract Compliance Law](#) notice to be provided by DFD that sets forth the provisions of the State of Wisconsin nondiscrimination clause. Failure to comply with the conditions of this clause may result in the A/E being declared "ineligible", termination of the Contract, or withholding of payment.

ARTICLE 12: A/E PERFORMANCE EVALUATION

- 12.A. The A/E and its consultant(s) acknowledge that DFD will evaluate their performance under and pursuant to this Contract. The purpose of such evaluations includes, but is not limited to, determining whether or not the A/E and its consultant(s) responsibly performed their contractual obligations and whether or not the best interests of DFD were promoted thereby.
- 12.B. DFD will provide a copy of any such performance evaluations to the A/E upon request, as soon as practicable after completion of such evaluation. Any of the A/E's consultants may also receive a summary of their evaluations.
- 12.C. The A/E or its consultant(s) may appeal results of their performance evaluations within 30 days of scoring by submitting a written request for review with the DFD Project Manager to attempt to reach mutual understanding. Any such request must include the reasons for such request, and documentation necessary to substantiate their claims that initial performance evaluations were inappropriate or otherwise in error. Concerns not settled are to be presented in writing to the DFD Administrator for review, who will notify the appellant(s) of the results of review as soon as practicable.
- 12.D. DFD reserves the right to waive the results of such performance evaluations if, in the opinion of DFD, corrective action has been taken to remediate substandard performance, events beyond the control of the A/E or its consultant(s) resulted in substandard performance, or the best interests of DFD will be served.
- 12.E. The A/E and its consultant(s) acknowledge and agree that such evaluations may be used by DFD pursuant to s. 16.85, Wis. Stats., and Chapter Adm. 20, Wis. Administrative Code, when selecting A/Es or approving consultant(s) for future project(s); provided, however, any such evaluations made more than 5 years prior to consideration for selection or approval will not be considered.



**ATTACHMENT A
TO
A/E CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT ON CONSTRUCTION PHASE SITE VISITS**

Project No. [REDACTED]
Contract No. [REDACTED]

Project Name: WisBuild Title

Construction phase services, for the Project referenced above, shall be provided by either the A/E or its Consultants as follows and in compliance with Article 2.D.:

- A. The A/E shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month) and attend the pre-construction meeting, progress meetings and final inspection to determine if work has been completed according to plans and specifications. Site visits shall be conducted at essential times during the construction phase. To be considered a site visit, close-up observation of the current building elements in process of being constructed must be performed. Additional site visits necessitated by A/E error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to DFD. Additional site visits necessitated by significant failure on the part of the lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through DFD. Where specialty work is performed "in-house" or by an outside Consultant, the minimum number of separate site visits by that specialist shall be as indicated below.
- B. The Structural Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- C. The Mechanical Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- D. The Plumbing Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- E. The Electrical Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- F. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- G. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- H. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- I. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- J. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- K. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).
- L. The [REDACTED] Consultant shall visit the site a minimum of [REDACTED] times during the construction phase (or [REDACTED] times per month).

This form can be made available in accessible formats to qualified individuals with disabilities upon request.



**ATTACHMENT B
TO
A/E CONTRACT FOR PROFESSIONAL SERVICES
A/E/CONSULTANT CONTRACT**

Date: _____
Project No.: _____
Contract No.: _____

THIS AGREEMENT is between **AE Name** hereinafter called "A/E", executing this Agreement, and **Consultant Name** hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the A/E has entered into a Contract with DFD to furnish professional services with a project, hereinafter named "Project", which is described as follows:

_____ WisBuild Title

WHEREAS, the A/E deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the A/E and Consultant agree that the terms of the Contract between DFD and the A/E also apply to this Agreement as though fully set forth and binding upon the Consultant, and

WHEREAS, the Consultant agrees that in the event of conflict between the A/E's Contract with DFD and the A/E's Agreement with the Consultant, the A/E's Contract with DFD shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the A/E;

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the Contract between DFD and the A/E which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the A/E and the Consultant have executed this Contract.

Consultant Firm Name

A/E Firm Name

By _____
Signature Date

By _____
Signature Date

Printed Name

Printed Name

Title
Providing the following services

