

# REQUEST FOR PROPOSALS

## For Geotechnical Engineering Consulting Services

THIS IS NOT AN ORDER

Conditions of Proposal which include the "shall" or "must" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of Proposal or provide a specific product on the Itemized Proposal List, the MMSD reserves the right to delete that specification, condition of Proposal or item.

**VENDOR/BIDDER NAME & ADDRESS**

**PROPOSAL NUMBER: 000\_Geotechnical\_2025**

**ISSUE DATE: April 25, 2025**

**DUE DATE: May 9, 2025 - 2:00 PM local time**

Unless otherwise noted, names of all organizations submitting Proposals will be publicly available after the date and time specified as the deadline for submitting Proposals. Proposal abstract will be open to public inspection after award(s).

Revisions to this request for Proposal, including due date, may be made by an official written amendment issued by Purchasing Services.

Correspondence must reference the request for Proposal number.

**PROPOSAL SUBMISSION:** All submitted Proposals must include **ONE electronic version** (e-mail attachment) to [bsbidreceiving@madison.k12.wi.us](mailto:bsbidreceiving@madison.k12.wi.us). Proposal will also be accepted via US mail, hand delivery or a delivery service and must be **received** by Building Services at the above address. Proposals not date/time stamped by Building Services staff by the posted date and time shall be considered late and **shall be rejected**.

Any entity submitting a Proposal has no enforceable right to amend its Proposal after the submission deadline.

The MMSD is exempt from Federal Excise and Wisconsin State Sales tax.

The Madison Metropolitan School District, Building Services, requests Proposals for the Geotechnical Engineering Consulting Services in accordance with the information listed below (more detailed descriptions may be attached to this document). Special Conditions of Proposal, Specifications, Itemized Proposal List, and Standard Terms and Conditions are contained herein. Questions **MUST** be emailed to Mike MacDonald, Assistant Director – Facilities Maintenance of Building Services, at [mmacdonald@madison.k12.wi.us](mailto:mmacdonald@madison.k12.wi.us). To formally submit your Proposal for consideration, simply provide the information required below, sign, and return this document with all other required documentation in accordance with the guidelines established herein. Your proposal will not be considered complete unless all items identified in the RFP are completed, signed, and returned.

By signing this Proposal, we 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 Proposal competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other competitor; we have read the C103 and all of the attached Exhibits; we acknowledge my proposal cannot be withdrawn for ninety (90) days after the closing time for receipt of proposals; this Proposal is made without fraud; this Proposal is not made under duress; we have received and reviewed the Owner's Building Plans and Hazardous Material Reports; we have software compatible with the software specified in the C103 to review and provide electronic data for this Project; AND that the above statement is accurate under penalty of perjury:

The undersigned states that he/she is authorized to bind the firm and on its behalf, hereby agrees with all the terms, conditions, and specifications required by the Madison Metropolitan School District in this Request for Proposal, and declares that the attached Proposal and pricing are in conformity therewith.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPE or PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

FEIN or TAX ID NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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# 1. General Information

## 1.1 Introduction and Background

The Madison Metropolitan School District department of Building Services, 4711 Pflaum Road, Madison, WI 53718 is requesting proposals for Construction Management Services in accordance with the specifications and conditions outlined herein.

The Madison Metropolitan School District (MMSD) consists of approximately 25,500 students, about 60% of which are minority, are currently enrolled in the Madison Metropolitan School District (District), making it the second largest school district in the State of Wisconsin. The District employs 2,664 teachers, 141 administrators and 1,382 support personnel, plus 2,200 part time staff (including substitute teachers and summer recreation workers). The District includes 52 school buildings in a 72 square mile area that includes the City of Madison and all or parts of several surrounding municipalities, with 33 elementary schools (grades 4K through 5) 12 middle schools (grades 6 through 8) and 6 high schools, one of which is a small alternative high school (grades 9 through 12). Several of the schools at each level have been named National Schools of Excellence by the U.S. Department of Education. The District also operates early childhood programs and alternative programs for middle and high school students as well as maintaining additional sites such as the Administration Building, the Maintenance/Food Service Building, the Mansfield and Lussier Stadiums, and the Affiliated Alternatives.

Madison Metropolitan School District believes every school should be a thriving school that prepares each student to graduate from high school ready for college, career and community. We strive to ensure that students are on-track to graduate, that every student has access to a challenging and well-rounded education, and that students, families and employees experience a positive school and district climate. The District's strategic framework recognizes the following priorities in working toward the realization of our vision: 1) Empower School Communities – We will empower principals along with school teams, providing them the resources, flexibility and integrated support necessary to collaboratively create strategies with students, staff and families that accelerate student progress; 2) Invest In People – We will commit to investing in and fully supporting our staff, with a focus on anti-racist, culturally responsive and inclusive teaching and powerfully aligned hiring, placement, induction, professional growth, coaching and evaluation practices; 3) Streamline Priorities – We will focus the work of the central office team on breaking down systemic barriers and filling gaps in access, services and resources; 4) Plan for the Future – We will think and plan long-term in partnership and collaboration with our students, families, staff and the larger Madison community.; and 5) Embrace Innovation – To address challenges without clear solutions, we will adopt new mindsets toward risk-taking and support people in bold, new and innovative work within the classroom and beyond.

(MMSD's Strategic Framework can be found at: <https://www.madison.k12.wi.us/about/strategic-framework>)

Because of the District's sound financial management practices, Madison Metropolitan School District is one of only a few Wisconsin districts to have an "Aa1" bond rating.



## 1.2 Purpose

Madison Metropolitan School District seeks to retain qualified Geotechnical Engineering Consulting Services for the 2024 bond-funded capital maintenance and improvement work outlined in this Document. Proposals should be as complete and accurate as possible, contain data relevant to public K-12 educational sector projects, and be provided by the due date indicated in the advertisement for proposals to be considered.

## 1.3 Project Overview

Madison Metropolitan School District is seeking geotechnical engineering consulting services for the five school sites associated with the approved 2024 bond-funded capital maintenance and improvements referendum. The five school sites are considering the complete demolition of the existing schools and site infrastructure, and the construction of new school buildings and site improvements. The remaining two school sites are not included in this geotechnical engineering consulting services RFP as they are currently being considered for building renovation projects. Below are each of the five sites listed as the new construction-scope schools:

- **Malcolm Shabazz City High School & Sherman Middle School (Phase I)**
  - o 1601 North Sherman Avenue and 1610 Ruskin Street, Madison, WI 53704
- **Blackhawk Middle School & Gompers Elementary School (Phase I)**
  - o 1402 Wyoming Way & 1502 Wyoming Way, Madison, WI 53704
- **Cherokee Heights Middle School (Phase II)**
  - o 4301 Cherokee Drive, Madison, WI 53711
- **Akira Toki Middle School & Orchard Ridge Elementary School (Phase II)**
  - o 5606 Russett Road & 5602 Russett Road, Madison, WI 53711
- **Sennett Middle School (Phase III)**
  - o 502 Pflaum Road, Madison, WI 53716

Limited activities will be occurring in the Summer of 2025, however, careful consideration must be given to staff, student and community impact of the geotechnical activities.

## 1.4 Scope of Geotechnical Engineering Consulting Services

Each of the school campuses are scheduled to be designed and constructed in three phases, with the first phase of design currently underway with proposed construction to commence in the Spring of 2026. The subsequent two phases will follow with Phase II design completed in 2026 for construction in Spring 2027 and Phase III design completed in 2027 for construction in Spring 2028. Refer to the list of school sites above for their tentatively planned design and construction phases. This RFP does not include any construction-related testing, inspection, or construction-related geotechnical services.

The RFP is for geotechnical engineering consulting services as it relates to geotechnical exploration, analysis, recommendations, and report for each of the sites. Geotechnical analysis and recommendations shall be prepared for structural foundations/building design parameters, site

preparation, excavation and site drainage, utilities construction, groundwater control, asphalt and concrete pavement design, and stormwater infiltration (per SPS Soil Form).

Per the provided 50% Schematic Design plans, we request that your firm complete the identified soil borings, along with a geotechnical analysis documented in a geotechnical exploration report for each individual site.

Soil boring depths will vary with the locations and depths noted on each site's respective soil boring exhibit. Soil borings shall be drilled to specified depths or refusal. Soil test-pit depths will also vary with locations and depths noted on each site's respective soil boring exhibit. Test pits shall be excavated to the specified depths or refusal.

The Client may request additional soil borings and/or test pits as design development progresses. As such, a cost-per-drilled linear foot of soil boring depths shall be provided, along with a cost per additional test pit (assuming a depth of 15 feet per test pit).

### **Structural Foundations Systems:**

1. Based on typical foundation construction methods and typical soils conditions in the region, the following foundations systems are anticipated:
  - a. Column foundations are anticipated to be shallow spread footings. Typical column reactions are anticipated to be on the order of 500 kips or less.
  - b. Load bearing masonry or precast walls are anticipated to be founded cast-in-place concrete walls supported on continuous footings. Typical wall reactions are anticipated to be on the order of 12 kips/ft or less.
  - c. Foundation frost walls will be cast-in-place concrete walls supported on continuous footings.
  - d. 4,000 psi concrete will be used for footings.
  - e. 4,000 psi concrete will be used for grade beams and piers.
  - f. Polystyrene insulation will be provided at the building perimeter per the architectural narrative.
2. Basement walls, retaining walls and elevator pits will be cast-in-place, mild reinforced concrete walls, thickness to be determined based on floor-floor heights and the final finished floor elevations and retained earth elevations.
3. The typical slab-on-grade will be 4", 4,000 psi concrete reinforced with macro and micro synthetic fiber blend, specified to be equivalent to 0.24 in<sup>2</sup>/ft min area of steel. Thickened reinforced concrete slabs will be provided at highly loaded areas, below CMU interior partitions, and at locations with depressed slab locations.

### **Structural Building Design Parameters:**

The following building design parameters shall be incorporated into the geotechnical exploration, analysis and recommendations for purposes of structural building design;

1. Allowable net bearing pressures for foundations.
2. If allowable net bearing pressures < 1500 psf, required depth of over-excavation beyond proposed bearing elevation\*\* is greater than 3'-0", or settlements are anticipated to be excessive, provide:

- a. Recommended soil intermediate foundation/ soil remediation methods given site conditions (i.e. rammed aggregate piers, rigid inclusions, etc.) or deep foundation solutions (i.e. auger-cast piles, etc). Provide appropriate design parameters including minimum diameter, bearing elevation, skin friction, and end-bearing pressure (for deep foundations) and recommended / anticipated possible net allowable uniform bearing capacity for intermediate foundations.
  - b. \*\* Finished floor elevation noted on plans less frost depth as applicable at interior, perimeter, and exterior locations.
3. Coefficient of friction for the design of foundations and retaining walls to resist sliding.
4. Active, passive and at-rest coefficients for determining lateral earth pressures.
5. Internal friction coefficient.
6. Subgrade modulus, k, for designing slabs on grade, mat foundations, or combined footings.
7. Recommendations for fill material, backfill material, excavation and compaction.
8. Identification of possible groundwater problems that can be expected and recommendations for dewatering.
9. Foundation drainage requirements.
10. Determination of the need for vapor retarders beneath slabs on grade.
11. Determination for the need for water-stops.
12. Recommended subgrade material and compaction requirements.
13. Elevations of bearing strata (for shallow foundations, intermediate foundations/ soil remediation and for deep foundations, if necessary and recommended).
14. Expected total and differential settlements.
15. The boring logs will be documented and reported. Soil types will be identified for each segment.
16. Provide unit weights of soils.
17. Soil profile for seismic calculations and determination of seismic design site classification.
18. Sampling shall be performed using SPT for sands/granular soils or Shelby Tube/ST for clays. Bidder shall assume Shelby Tube for all borings for the purposes of estimating cost.
19. Depth of building structure borings:
  - a. Minimum 25'-0"
  - b. Minimum of 15'-0" below bearing stratum or until auger refusal.
20. Standard Penetration Testing (SPT):
  - a. Perform Standard Penetration Tests (ASTM D1586) at regular intervals during soil borings. SPTs/STs shall be conducted at 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter unless otherwise directed by the engineer. Record N-values (blows per foot) and collect representative SPT/ST soil samples at each test location.
  - b. All SPT procedures must follow ASTM D1586. Ensure automatic hammers are calibrated and that energy ratios are reported for each rig. Provide sample logs, N-values, and hammer efficiency details with the boring logs.

### **Location & Restoration of Soil Testing:**

The selected geotechnical consultant shall be responsible for providing field locating and staking services for soil boring and test-pit locations, as well as providing utility locates (both public and private) before conducting drilling or excavation for soil boring or test pits. The selected-geotechnical consultant will also be responsible for site restoration to return the soil borings and test pit locations to their existing conditions. Restoration of areas may include but are not limited to restoring grass areas with topsoil, seed and mulch/erosion matting and/or pavement patching. Pavement patching

may require the saw cutting of asphalt to create uniform straight-edge cuts and replacement of aggregate base course(s).

Locations of the identified soil borings and test pits shall be maintained unless otherwise approved by MMSD and their respective design consultants. If soil borings are test pits and cannot be completed to specified depths due to unanticipated refusal on cobble or other obstructions, the geotechnical consultant shall field-locate a revised location of the soil boring to attempt to complete the boring to the specified depths.

#### **Schedule of Geotechnical Services:**

##### **Phase I:**

The completion of a geotechnical exploration for the Phase I sites, including the Malcolm Shabazz City High School/Sherman Middle School site and the Blackhawk Middle/Gompers Elementary School site, shall be completed by June 15, 2025. Upon completion of the geotechnical exploration, the consultant shall provide draft soil boring logs, test pit forms, and preliminary analysis within two weeks of drilling completion. A final geotechnical exploration report shall be provided within one month of completing the drilling.

##### **Phase II and III:**

The geotechnical exploration for Phase II and III sites shall be completed during the summer months following the completion of the 2024/2025 academic school year. A final geotechnical exploration report shall be prepared and submitted for each respective site within one month of completing the field exploration activities.

### **1.5 Form of Agreement**

This RFP and consultant's response, along with any negotiations, shall be the basis of the agreement between the District and the selected consultant. Form of the contract shall be AIA C103 Standard Form of Agreement Between Owner and Consultant.

## 2. Selection Process

### 2.1 Schedule

Event	Date
Issuance of RFP	04/25/2025
Last day to submit written questions/inquiries to RFP Respondents	05/02/2025
Responses to Questions/Inquiries to RFP Respondents	05/07/2025
Proposals are due at 2:00 p.m. CST	05/09/2025
Evaluation of Proposals	05/12/2025 – 05/16/2025
Notice of Intent to Award	05/19/2025

### 2.2 Proposals

Proposals must be received by May 9<sup>th</sup>, 2025 at 2:00 PM (CST). Each company submitting a proposal must submit one (1) PDF version via email at [bsbidreceiving@madison.k12.wi.us](mailto:bsbidreceiving@madison.k12.wi.us). Proposals shall be clearly marked "Proposal for Geotechnical Engineering Consulting Services 2025" and shall clearly identify the company submitting the proposal.

Proposals should be organized and presented in the order and by the number assigned below. Complete the Bid Form (Appendix D) and each section of Appendices A, B and C as indicated on the Forms and sign where required.

Proposals must be organized and tabbed with the following headings:

**Cover letter** - Include Construction Management Services name, contact information, and the company name of any consultants.

**Qualifications and Experience** - Detail your company's experience with K-12 projects in the last ten years. Please share your experience working with various construction means and methods. Include relevant experience of any consultants to be used in the execution of the Project.

**Proposed Fee Table & Schedule** - Complete the Proposed Fee Table and the Proposed Fee Schedule (Appendix D). Basis of payment to be a percentage of the Cost of the Work per sub project. Value of the Cost of the Work may be adjusted through the end of the Design Development phase. At the conclusion of Design Development for each sub project, a Guaranteed Maximum Price will be established by the Owner and the selected Construction Manager, which shall serve as the Cost of the Work for the remaining phases of that sub

project.

**Legal Records** - List any legal actions involving your company, and related to Geotechnical Engineering over the past five (5) years. Explain in detail any judgements made. List the name and address of insurance companies who have written Errors & Omissions policies for your company. Explain in detail any payments made on behalf of the persons covered in the last five (5) years.

**Contract Compliance** - Executed AA/EEO Sections, Appendices A, B and C.

**a. 2.3 Evaluation**

The Lowest, Qualified, Responsible Bidder shall be considered for award of Contract.

- b. Contracts and Proposal evaluation and execution process will follow MMSD Board of Education Policy 6244 (EXHIBIT A). Bids will be evaluated and process as noted in MMSD Board of Education Policy 5000 (EXHIBIT B)

Diverse-owned businesses are encouraged to participate in this solicitation and may receive a 5% preference. To qualify, vendors must be certified by the Wisconsin Supplier Diversity Program or participate in the Wisconsin Diversity Procurement Network.

**a. 2.4 Right to reject proposals and negotiate contract terms**

The District reserves the right to reject for cause any and all proposals and to waive minor irregularities and technicalities. Additionally, the District reserves the right to request additional information for purposes of clarification only from proposers. The judgment of the District on such matters shall be FINAL. The District further retains 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 District may negotiate a contract with the next highest scoring proposer.

**b. 2.5 Final Selection**

Upon completion of the evaluation, the selection committee may select one of the companies and begin negotiations for services. Building Services also reserves the right to restart the RFP process if deemed necessary.

### **3. Special Notes**

Prices quoted should not include federal excise or transportation taxes, nor State or sales tax as the MMSD is exempt from such taxes. An exemption certificate will be furnished if required.

To the extent permitted by law, it is the intention of the District to withhold the contents of proposals, contracts, if any, and any other submitted documents, from public view until such times as the competitive or bargaining reasons no longer require nondisclosure (or other reasons support nondisclosure) in the opinion of the District. After that time, all proposals, any resulting contracts, and all other submitted documents in connection with this RFP may be available for review in accordance with Wisconsin Open Records Law, to the extent required by law.

## 4. Contract Term

Under this Contract, Contract will be issued for the period May, 2025 through December 2025. This period shall be referred to as the "Contract Term." The District reserves the right to renew this contract for two (2) additional one-year periods. It is understood that work under individual Contracts issued may not be completed during the Contract Term: however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the work is completed.

The District reserves the right to cancel a contract at any time by giving thirty (30) days written notice. The contract may be cancelled for failure of performance or compliance with any of the conditions or specifications as set forth in this contract.

Contracts issued during this time, may continue beyond the period noted herein. The intent being to have continuity of design for projects assigned for contracts awarded.

This is not intended to be an exclusive contract. The district may, at its sole discretion, issue RFP's for specific work and/or award work to others.

Contracts are to be Percentage of Cost of the Work, unless noted otherwise or negotiated prior to issuance of a contract, in which compensation is calculated by applying the proposed percentage to the estimated or actual cost of the Work, whichever is most certain at the time of the calculation is made. If project not proceed, (i.e. referendum does not pass), compensation shall be calculated through actual work completed and contract will be terminated.



## 5. Standard Terms and Conditions

**1. GENERAL:** Conditions of Proposal which include the “shall” or “must” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of Proposal or provide a specific product on the Itemized Proposal List, the MMSD reserves the right to delete that specification, condition of Proposal or item. Unless otherwise noted, names of all organizations submitting Proposals will be publicly available after the date and time specified as the deadline for submitting Proposals. Proposal abstract will be open to public inspection after award(s). Revisions to this request for Proposal, including due date, may be made by an official written amendment issued by Purchasing Services. Correspondence must reference the Request for Proposal number. “Madison Metropolitan School District,” “District,” and “MMSD” are synonymous and mean the Madison Metropolitan School District. The MMSD reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of the District. The MMSD reserves the right to reject any or all bids/proposals without indicating a reason for such rejection.

**2. CHANGES AND WITHDRAWALS:** The MMSD reserves the right to change due dates and openings for its own convenience and to withdraw solicitations at any time without prior notice.

**3. PUBLIC RECORDS ACCESS:** It is the intention of the MMSD to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal openings are public unless otherwise stated. Records are not generally available until after an award has been made.

**4. RESPONSIVENESS AND RESPONSIBILITY:** Award will be made to the responsible and responsive bidder/proposer whose bid is most advantageous to the MMSD with price and other factors considered. For the purposes of this project, responsiveness is defined as conformance to the requirements of the solicitation and the furnishing of information requested.

Responsibility is defined as the bidder's/proposer's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder/proposer has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The MMSD reserves the right to refuse to accept any bid or proposal from any person, firm or corporation that is in arrears or is in default to the MMSD, or has failed to perform faithfully any previous contract with the MMSD. If requested, the bidder must present within five (5) working days evidence satisfactory to the MMSD of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

**5. AWARD CRITERIA:** In comparing bids/proposals and making awards, the MMSD may consider such factors as relative quality and adaptability of supplies and services, bidder/proposer financial responsibility, skill, experience, record of integrity, and ability to furnish repairs and maintenance services, the time of delivery or performance offered, contract compliance requirements, and any other element or factor in addition to that of the price which would affect the final cost to the MMSD and whether the bidder has complied with the specifications.

## 6. Exhibits and Required Forms

The following Exhibits are available for further reference.

- |    |           |                                     |
|----|-----------|-------------------------------------|
| a. | Exhibit A | Sherman / Shabazz Boring Exhibit    |
| b. | Exhibit B | Black Hawk / Gompers Boring Exhibit |
| c. | Exhibit C | Toki / Orchard Ridge Boring Exhibit |
| d. | Exhibit D | Cherokee Boring Exhibit             |
| e. | Exhibit E | Sennett Boring Exhibit              |
| f. | Exhibit F | AIA – C103                          |

The following forms must be completed and submitted with the Proposal. Blank forms are attached.

- |    |            |  |
|----|------------|--|
| a. | Appendix A | Affirmative Action Requirements for Contractors and Vendors                      |
| b. | Appendix B | Equal Employment Opportunity / Affirmative Action Employer Identification Report |
| c. | Appendix C | Affirmative Action & Equal Employment Opportunity Policy Statement               |
| d. | Appendix D | Geotechnical Engineering - Proposal Form   |

## c. Appendix A – Affirmative Action Requirements for Contractors and Vendors

### 1. VENDOR NOTIFICATION:

The Board of Education of the Madison Metropolitan School District is committed to fair and equal employment opportunities for all persons. Equal opportunities, policies and procedures govern the hiring of District staff. By this policy, the Board requires contractors and vendors to adopt and implement similar policies as a condition of doing business with the District.

Vendors/contractors, **not exempt**, shall indicate (1) with what agency their Affirmative Action Plan is on file, (2) whether or not the Plan is certified, and (3) whether the employment goal(s) stated in the Plan has/have been achieved. If the vendor/contractor has not met each of the above stated requirements, the vendor/contractor must sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix C); and complete the Employer's Information Report (Appendix B); and submit a copy of vendor/contractor's Affirmative Action Plan. In addition the completed Affirmative Action Requirements for Contractors and Vendors Form (Appendix A) should be submitted with the bid or proposal.

Vendors/contractors are **exempt** from these requirements if they meet one or more of the following criteria: (1) the vendor employs 15 or fewer employees; (2) the vendor's **aggregate** business with the District in the last fiscal year is \$25,000 or less; (3) the vendor is a taxing authority, municipality, the University of Wisconsin System or the State of Wisconsin; (4) the contractor is an organization which ordinarily provides, and is proposing to provide to the District, financial, legal, insurance, utility, or medical services; and/or (5) the contractor is a non-profit business that can provide the District proof of its IRS designation of tax-exempt status.

If needed, assistance is available through the District including what constitutes a good faith effort. Technical assistance regarding contract compliance issues can be obtained from Eric Kestin, Contract Compliance Officer, at (608) 663-1530 or (608) 204-0348 (Fax).

The complete Board Of Education Policy 6600, Affirmative Action Requirements for Vendors and Contractors, is available on the Internet at <http://boeweb.madison.k12.wi.us/policies/6600>.

### 2. VENDOR RESPONSE:

\_\_\_\_\_ I am an exempt vendor by reason of \_\_\_\_\_;  
therefore, the following does not apply.

\_\_\_\_\_ I am a **non-exempt** vendor and have answered accordingly below:

I have an Affirmative Action Plan on file with \_\_\_\_\_

My Plan is certified with \_\_\_\_\_

\_\_\_\_ Yes    \_\_\_\_ No    The employment goals in the plan have been achieved.

**Please submit a copy of your Affirmative Action Plan with your bid/proposal.**

If a non-exempt vendor has not met each of the above requirements, the vendor must complete the Employer's Information Report (Appendix B); sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix C); and submit a copy of its Affirmative Action Plan.

## d. Appendix B – Equal Employment Opportunity/Affirmative Action Employer Information Report

Equal Employment Opportunity/Affirmative Action  
**EMPLOYER INFORMATION REPORT**  
 Workforce Utilization Profile

Job Categories	<div style="font-size: 2em; font-weight: bold;">7. Number of Employees</div>										
	Overall Totals (Sum of Columns B-K)	Male					Female				
		White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native	White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native
	A	B	C	D	E	F	G	H	I	J	K
Officials & Managers											
Professionals											
Technicians											
Sales Occupations											
Clerical and Administrative Support											
Craft Workers											
Operatives											
Laborers, Helpers, Material Handlers											
Service Workers											

<b>Total</b>											
<b>Number of Employees, by race and gender, employed within the Madison School District geographic area.</b>											
<b>Total</b>											

**Madison Metropolitan School District  
Equal Employment Opportunity/Affirmative Action -- Employer Information Report**

NAME OF COMPANY/ORGANIZATION	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER
NAME OF PARENT OR AFFILIATED COMPANY	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER

**ESTABLISHMENT INFORMATION**

HOW WAS THE INFORMATION ON RACE OR ETHNIC GROUP OBTAINED? ☐ VISUAL SURVEY ☐ EMPLOYMENT RECORDS ☐ OTHER—SPECIFY: \_\_\_\_\_

DATES OR PERIOD USED: \_\_\_\_\_ DOES THE ESTABLISHMENT EMPLOY APPRENTICES? ☐ YES ☐ NO

IS THE LOCATION THE SAME AS LAST YEAR? ☐ YES ☐ NO PREVIOUS REPORT DATE: \_\_\_\_\_ NO PREVIOUS REPORT ☐

BUSINESS TYPE: (DESCRIPTION OF THE MAJOR ACTIVITY OF THIS ESTABLISHMENT, INCLUDING THE SPECIFIC TYPE OF PRODUCT OR SERVICE PROVIDED.)

THIS ORGANIZATION HAS A CURRENT AFFIRMATIVE ACTION PLAN ON FILE WITH: ☐ STATE OF WISCONSIN ☐ DANE COUNTY ☐ CITY OF MADISON  
☐ U. S. GOVERNMENT (SPECIFY AGENCY: \_\_\_\_\_) ☐ OTHER (SPECIFY: \_\_\_\_\_)

**CERTIFICATION**

1. THE CONTRACTOR OR VENDOR CERTIFIES THAT THE INFORMATION CONTAINED IN THIS EMPLOYER INFORMATION REPORT IS ACCURATE.
2. THE CONTRACTOR OR VENDOR HAS AGREED THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, IF NOT EXEMPT, WITHIN TEN DAYS AFTER THE EFFECTIVE DATE OF MADISON METROPOLITAN SCHOOL DISTRICT CONTRACTS OR PURCHASE ORDERS, THAT IT WILL COMPLETE AND PROVIDE THE ABOVE INFORMATION AND EITHER AN APPROVED AFFIRMATIVE ACTION PLAN OR AN AFFIRMATIVE ACTION POLICY STATEMENT THAT MEETS THE DISTRICT'S RECOMMENDED FORMAT.
3. THE CONTRACTOR OR VENDOR FURTHER AGREES THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, FOR THE DURATION OF THIS OR SUBSEQUENT CONTRACTS WITH THE DISTRICT, ACCURATE AND TIMELY INFORMATION WILL BE FILED ON AN ANNUAL BASIS.

Date Completed: \_\_\_\_\_

Completed By: \_\_\_\_\_

## **Appendix C – Affirmative Action & Equal Employment Opportunity Policy Statement**

### **Statement of Commitment**

As an employer, this company welcomes the opportunity to affirm our continuing policy to provide equal employment or advancement opportunity and to dedicate ourselves to establishing a work environment which is free from discrimination.

### **Equal Employment Opportunity**

It is the policy of this company that all employees and applicants for employment are guaranteed equality of employment opportunity. Essentially, this means that, as an employer, we will not discriminate against any worker or job applicant on the basis of race, color, religion, gender, age, national origin, ability status or veteran status.

Recruitment, selection, placement, transfer, promotion, reinstatement, training and education, tuition assistance, compensation, benefits and layoff decisions made by the supervisors or managers of this company will be based upon the job-related qualifications and abilities of candidates. In some cases, seniority may be treated as a factor to be considered in the selection process. Employees who apply for a promotion or transfer will be given equal consideration.

It is our policy that supervisors shall be made aware that they must use only objective, job-related criteria when selecting workers for any employment-related action, including hiring, training, promotions and terminations. They also shall be informed that certain types of pre-employment inquiries may lead to problems when interviewing candidates for positions.

All other personnel policies and practices of this company, including compensation, benefits, discipline, safety and health programs, as well as other activities, will be administered and conducted without regard to an individual's race, color, religion, gender, age, national origin, ability status or veteran status.

To the extent possible, reasonable accommodation shall be made for religious needs and for individuals with ability challenges.

As an employer, we will continually review our personnel practices and procedures to ensure that all supervisors and managers are adhering to our commitment to Equal Employment Opportunity principles.

### **Affirmative Action**

As an employer, it is our policy to utilize Affirmative Action as a tool to ensure Equal Employment Opportunity.

\_\_\_\_\_ has been designated as the Affirmative Action Officer and shall maintain responsibility for establishing, monitoring and evaluating our Affirmative Action efforts at all company establishments.

Our commitment to Affirmative Action means that we will do more than examine our policies and procedures to ensure against discrimination on the basis of race, color, religion, gender or national origin.

We will make a good faith effort to provide hiring opportunities for minorities and women.

- A. In order to demonstrate that we will make a good faith effort in a timely manner as determined by the MMSD, we will properly analyze appropriate job classifications within the organization to determine if women or minorities are being underutilized (i.e., if fewer minorities or women are employed in a particular job classification than would be expected by their availability in the labor market area). (Seek technical assistance from the District's Contract Compliance Officer if you do not know how to properly analyze the job classifications or if you are not sure which job classifications are appropriate).
- B. In order to demonstrate that we will make a good faith effort after such analysis, if there is an under-representation of minorities or women in any job classification we will in a timely manner as determined by the MMSD:
  - 1. Develop realistic goals for the employment of women and minorities who are underrepresented in such job classifications.

2. Develop a timetable for achieving the goals.
3.
  - a) Develop a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and
  - b) Implement the written recruitment activity plan at a minimum by:
    - i) Prominently displaying on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
    - ii) Minorities are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to minorities. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that minorities are encouraged to apply.
    - iii) If women are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to women. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that women are encouraged to apply.
    - iv) If minorities are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented, describe the job and indicate that you are an equal opportunity employer and that minorities are encouraged to apply.
    - v) If women are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, describe the job, indicate that you are an equal opportunity employer and that women are encouraged to apply.
    - vi) Write a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
    - vii) Ensure that all job descriptions reflect actual job duties and are job related.
    - viii) Have a written discrimination complaint procedure in place that is publicized to all employees.
    - ix) Review all hiring policies and practices to ensure that they are non-discriminatory.
    - x) Hire, where possible, minorities and women in job classifications in which they are underrepresented.

It is our expectation that all employees shall demonstrate respect for and awareness of the diversity of all our employees and model our corporate commitment to diversity.

#### **EEO/AA Communication**

This Affirmative Action and Equal Employment Opportunity Policy Statement shall be communicated to all supervisors and managers. It shall also be posted conspicuously (on company bulletin boards or common areas) and in areas where



applicants are typically screened, interviewed and tested. The intent of this communication of the Policy Statement is that all of the company's employees are alerted and that job applicants are informed of our commitment. It is also the company's intent to include this Policy Statement in employee handbooks or orientation literature and to keep employees informed of Policy Statement changes or updates.

The terms "Equal Opportunity Employer" shall be utilized in recruitment advertisements and literature.

### **EEO Complaint Handling Procedures**

It is this company's policy to regularly inform employees that the organization's dispute resolution system is available for handling discrimination complaints or problems. Employees who have Equal Employment Opportunity-related questions, problems or complaints should first communicate their concern to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint in the company's formal dispute resolution procedure.

All complaints will be handled fairly and expediently. No employee shall suffer reprisals for seeking resolution of a problem through the procedure.

### **Disqualification**

As a condition of being awarded contracts for goods and services the District needs in the future, it is understood that by signing this Statement, the vendor agrees that the District may disqualify the vendor from being awarded such contracts, if it is determined by the District that no good faith effort was made in that the vendor cannot demonstrate to the District's satisfaction that it has in a timely manner as determined by the MMSD:

1. Properly analyzed appropriate job classifications within the organization to determine if women or minorities are being underrepresented.
2. Developed realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
3. Developed a timetable for achieving the goals.
4.
  - a) Developed a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and
  - b) Implemented the written recruitment activity plan at a minimum by having:
    - i) Prominently displayed on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
    - ii) (If minorities are underrepresented in certain job classifications, for each vacancy in such job classification) placed an advertisement in a media outlet that caters to minorities and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that minorities are encouraged to apply.
    - iii) (If women are underrepresented in certain job classifications for each vacancy in such job classification) placed an advertisement in a media outlet that caters to women and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that women are encouraged to apply.
    - iv) (If minorities are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented,

described the job and indicated that you are an equal opportunity employer and that minorities are encouraged to apply.

- v) (If women are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, described the job, indicated that you are an equal opportunity employer and that women are encouraged to apply.
- vi) Written a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
- vii) Reviewed all job descriptions to ensure that they reflect actual job duties and are job related.
- viii) Created a written discrimination complaint procedure that is publicized to all employees.
- ix) Reviewed all hiring policies and practices to ensure that they are non-discriminatory.
- x) Hired, where possible, minorities and women in job classifications in which they are underrepresented.

Vendors shall maintain and submit records at the request of the District for the purposes of the District, among other things, determining if the vendor has made a good faith effort. The District may disqualify a vendor from being awarded a contract if the vendor fails to maintain or provide the information requested by the District.

---

Date

---

Company Name

---

Location Address, Telephone Number

---

CEO's Typed Name & Title

---

Signature

---

Human Resource Officer or Affirmative Action Officer's Typed Name & Title

---

Signature

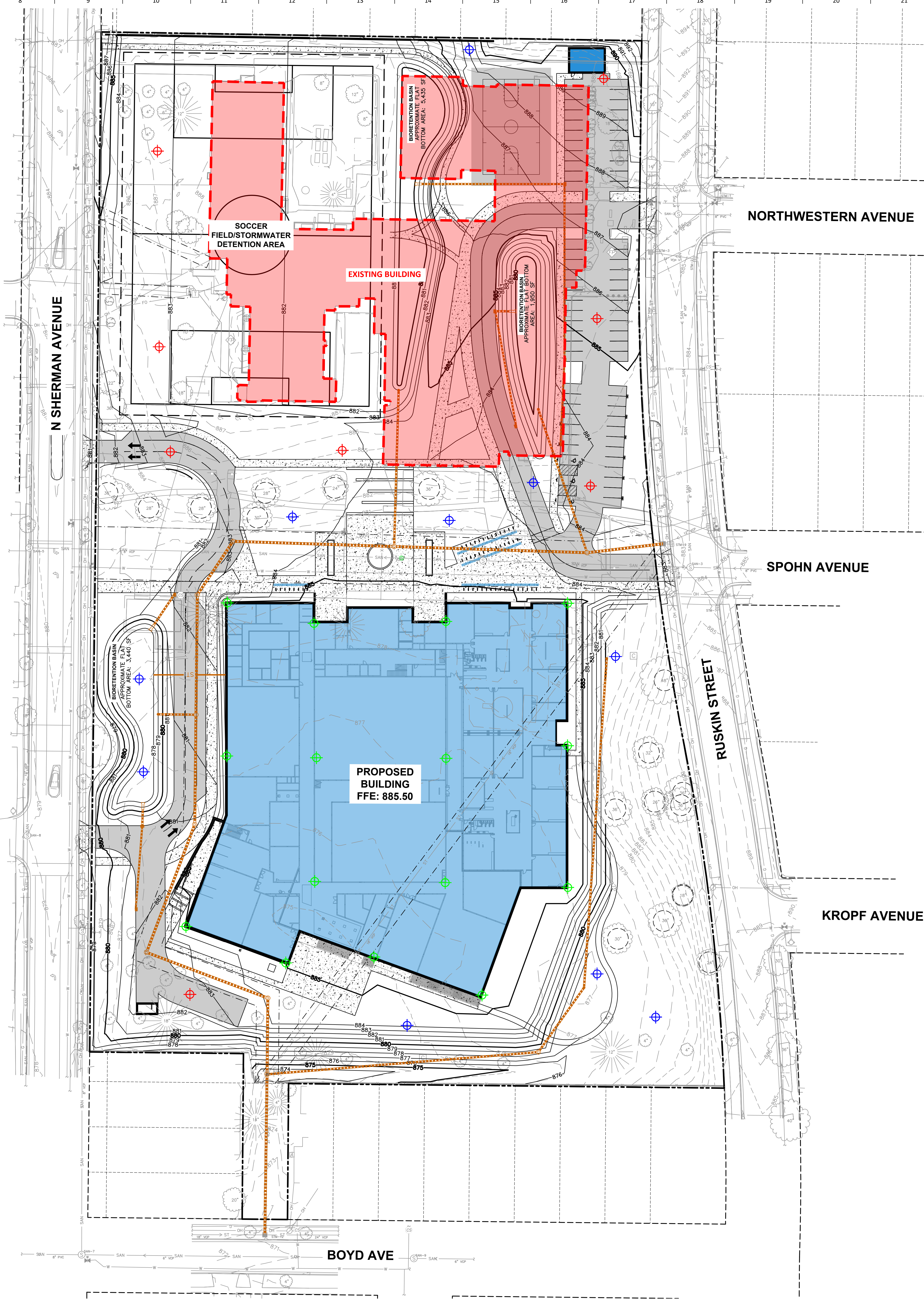
e. Appendix D – Geotechnical Engineering - Proposal Form

Site	Fee
Malcolm Shabazz City High School & Sherman Middle School (Phase I)	
Blackhawk Middle School & Gompers Elementary School (Phase I)	
Cherokee Heights Middle School (Phase II)	
Akira Toki Middle School & Orchard Ridge Elementary School (Phase II)	
Sennett Middle School (Phase III)	
<b>TOTAL</b>	



# Exhibit A - Sherman / Shabazz Boring Exhibit

- SOIL BORING (20FT OR REFUSAL)
- TEST PIT (15FT OR REFUSAL)
- BUILDING SOIL BORING (25FT, MIN 15'-0" BELOW BEARING STRATA OR REFUSAL)



Owner  
**MADISON METRO SCHOOL DISTRICT**  
545 West Dayton Street  
Madison, WI 53703

Project  
**MALCOLM SHABAZZ HS & SHERMAN MS**  
1601 N Sherman Ave.  
Madison, WI 53704

Construction Manager  
**Findorff**  
300 S Bedford St.  
Madison, WI 53703  
P: 608-257-5321

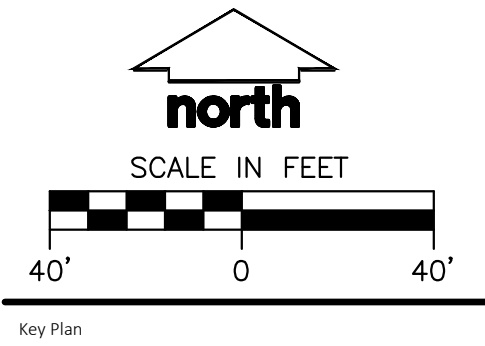
**Vogel Bros. Building Co.**  
5460 Fern Oak Dr.  
Madison, WI 53718  
P: 608-241-5454

Civil Engineer / Landscape Architect  
**JSD Professional Services**  
507 W. Verona Ave., Suite 500  
Verona, WI 53593  
P: 608-848-5060

Structural Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Mechanical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Electrical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600



Revision	Description	Date
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OPN Project No.  
**24654002**

Sheet Issue Date  
**50% SD PRICING SET** 4/1/2025

Sheet Name  
**BORING EXHIBIT**

Sheet Number  
**1 OF 1**



# Exhibit B - Black Hawk / Gompers Boring Exhibit



301 N Broom St., Suite 100  
Madison, WI 53703  
P: 608-819-0260  
www.opnarchitects.com

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Owner  
**MADISON METRO SCHOOL DISTRICT**  
545 West Dayton Street  
Madison, WI 53703

Project  
**BLACK HAWK MS & GOMPERS ES**  
1402 Wyoming Way  
Madison, WI 53704

Construction Manager  
Findorff  
300 S Bedford St.  
Madison, WI 53703  
P: 608-257-5321

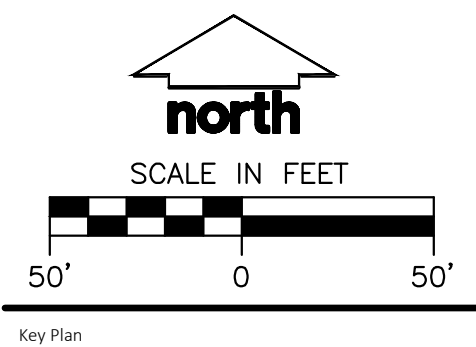
Vogel Bros. Building Co.  
5460 Fen Oak Dr.  
Madison, WI 53718  
P: 608-241-5454

Civil Engineer / Landscape Architect  
JSD Professional Services  
507 W. Verona Ave., Suite 500  
Verona, WI 53593  
P: 608-848-5060

Structural Engineer  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Mechanical Engineer  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Electrical Engineer  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600



Revision	Description	Date
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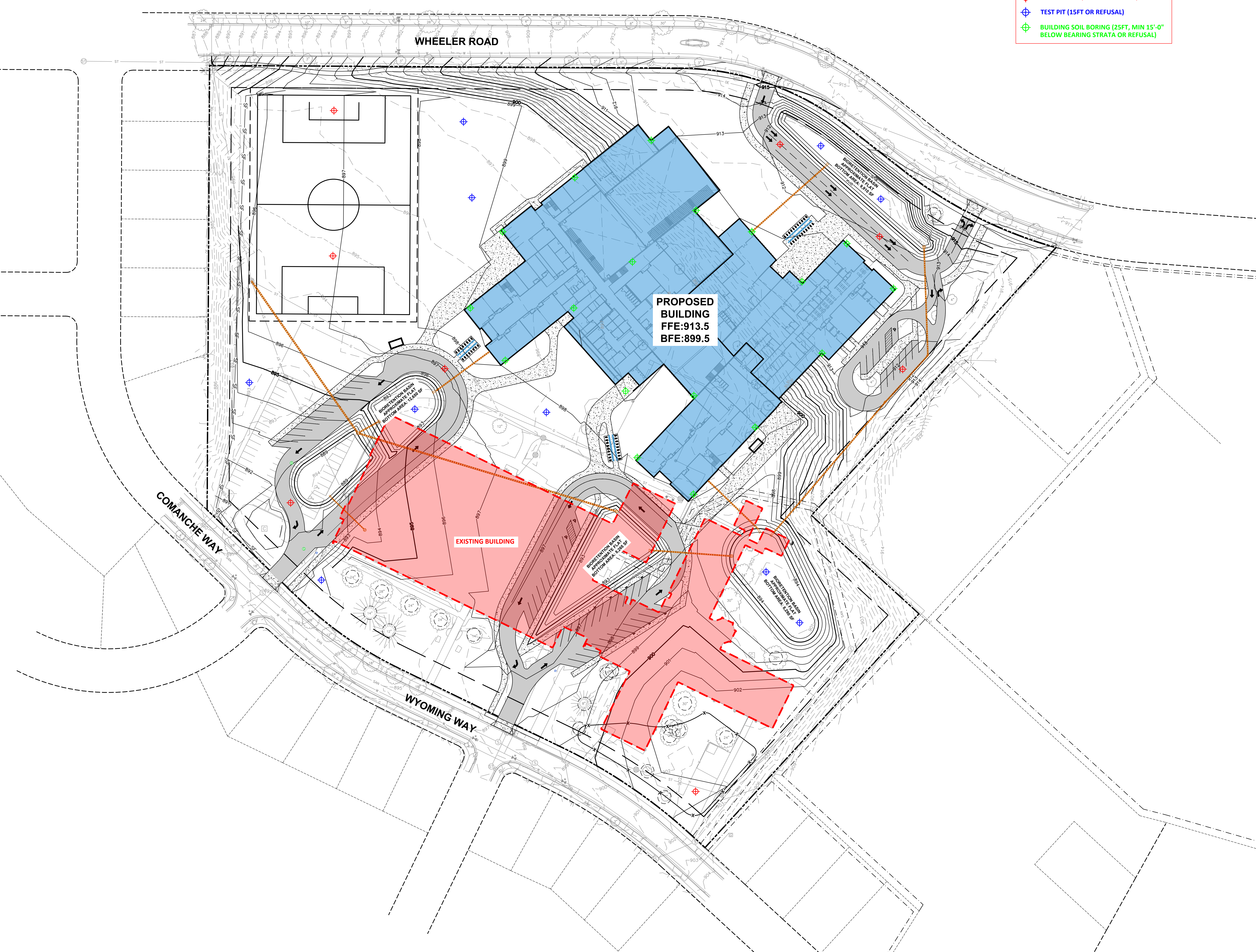
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**24654002**

Sheet Issue Date  
**50% SD PRICING SET 4/1/2025**

Sheet Name  
**BORING EXHIBIT**

Sheet Number  
**1 OF 1**

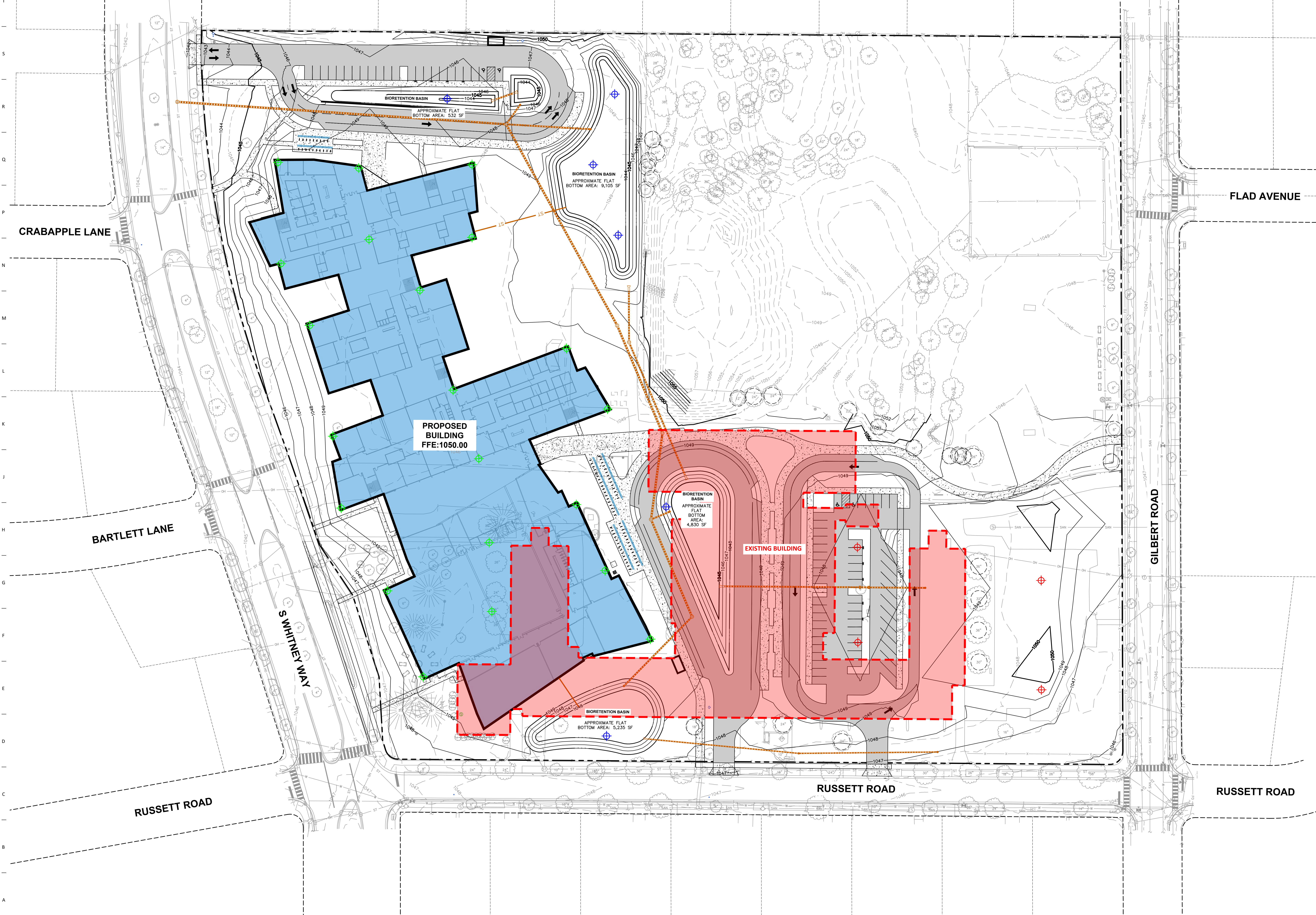
- SOIL BORING (20FT OR REFUSAL)
- TEST PIT (15FT OR REFUSAL)
- BUILDING SOIL BORING (25FT, MIN 15'-0" BELOW BEARING STRATA OR REFUSAL)



PRELIMINARY. NOT FOR CONSTRUCTION.



# Exhibit C - Toki / Orchard Ridge Boring Exhibit



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Owner:  
**MADISON METRO SCHOOL DISTRICT**  
545 West Dayton Street  
Madison, WI 53703

Project:  
**AKIRA TOKI MS & ORCHARD RIDGE ES**  
5606 Russett Rd.  
Madison, WI 53711

Construction Manager:  
Findorff  
300 S Bedford St.  
Madison, WI 53703  
P: 608-257-5321

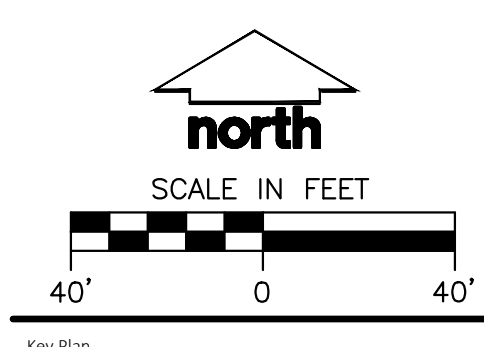
Vogel Bros. Building Co.  
5460 Fen Oak Dr.  
Madison, WI 53718  
P: 608-241-5454

Civil Engineer / Landscape Architect:  
JSD Professional Services  
507 W. Verona Ave., Suite 500  
Verona, WI 53593  
P: 608-848-5060

Structural Engineer:  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Mechanical Engineer:  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Electrical Engineer:  
IMEG  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600



Revision	Description	Date
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OPN Project No:  
**24654002**

Sheet Issue Date:  
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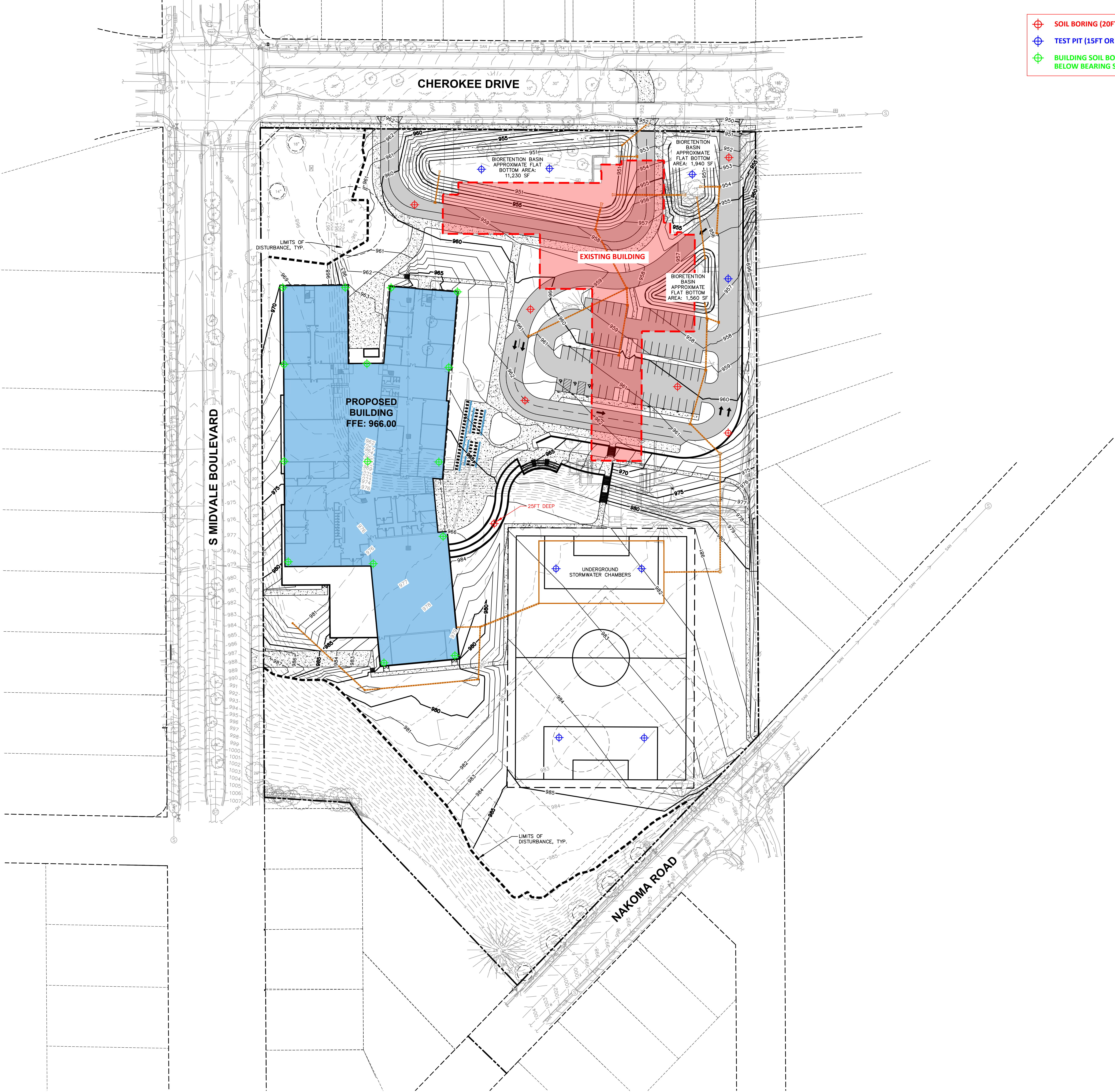
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**BORING EXHIBIT**

Sheet Number:  
**1 OF 1**



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# Exhibit D - Cherokee Boring Exhibit



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Madison, WI 53703  
P: 608-819-0260  
www.opnarchitects.com

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Owner:  
**MADISON METRO SCHOOL DISTRICT**  
545 West Dayton Street  
Madison, WI 53703

Project:  
**CHEROKEE MS**  
4301 Cherokee Dr.  
Madison, WI 53711

Construction Manager:  
**Findorff**  
300 S Bedford St.  
Madison, WI 53703  
P: 608-257-5321

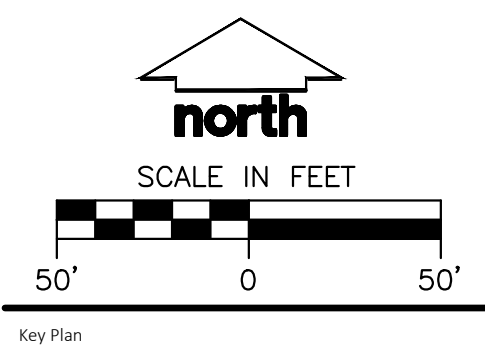
**Vogel Bros. Building Co.**  
5460 Fen Oak Dr.  
Madison, WI 53718  
P: 608-241-5454

Civil Engineer / Landscape Architect  
**JSD Professional Services**  
507 W. Verona Ave., Suite 500  
Verona, WI 53593  
P: 608-848-5060

Structural Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Mechanical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Electrical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600



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OPN Project No.  
**24654002**

Sheet Issue Date  
**50% SD PRICING SET** 4/1/2025

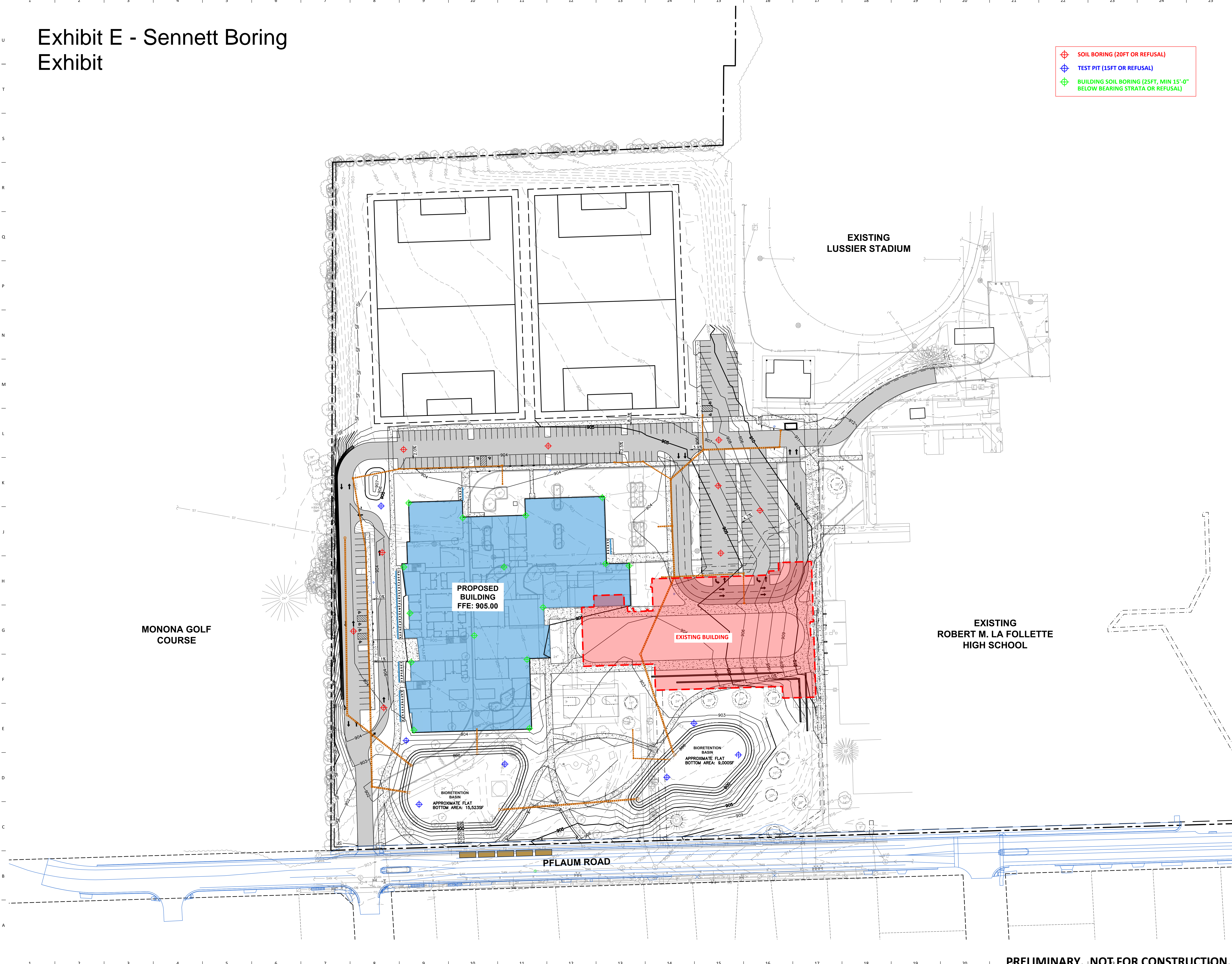
Sheet Name  
**BORING EXHIBIT**

Sheet Number  
**1 OF 1**

PRELIMINARY. NOT FOR CONSTRUCTION.



# Exhibit E - Sennett Boring Exhibit



OPN  
ARCHITECTS

301 N Broom St., Suite 100  
Madison, WI 53703  
P: 608-819-0260  
www.opnarchitects.com

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Owner  
**MADISON METRO SCHOOL DISTRICT**  
545 West Dayton Street  
Madison, WI 53703

Project  
**SENNETT MS**  
502 Phlaum Rd.  
Madison, WI 53716

Construction Manager  
**Findorff**  
300 S Bedford St.  
Madison, WI 53703  
P: 608-257-5321

**Vogel Bros. Building Co.**  
5460 Fen Oak Dr.  
Madison, WI 53718  
P: 608-241-5454

Civil Engineer / Landscape Architect  
**JSD Professional Services**  
507 W. Verona Ave., Suite 500  
Verona, WI 53593  
P: 608-848-0660

Structural Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Mechanical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

Electrical Engineer  
**IMEG**  
2310 Crossroads Dr., Suite 3000  
Madison, WI 53718  
P: 608-223-9600

north

SCALE IN FEET

50' 0 50'

Key Plan

Revision	Description	Date
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OPN Project No.  
**24654002**

Sheet Issue Date  
**50% SD PRICING SET 4/1/2025**

Sheet Name  
**BORING EXHIBIT**

Sheet Number  
**1 OF 1**



# DRAFT AIA® Document C103® – 2015

## Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

**AGREEMENT** made as of the «» day of «» in the year «»  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

« Madison Metropolitan School District »  
« 545 W Dayton Street »  
« Madison, WI 53703 »

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

«  
»  
«  
»  
«  
»  
«  
»

Consultant's discipline:

« Geotechnical Engineer »

for the following Project:  
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

« Geotechnical Engineering Consulting Services »  
«  
»  
« Geotechnical Engineering Consulting Services for new construction of five school buildings as generally described in Exhibit C to this Agreement at the following Madison Metropolitan School District ("MMSD") sites: Black Hawk/Gompers School, Sherman/Shabazz School, Toki/Orchard Ridge School, Cherokee Middle School and Sennett Middle School (Individually a "sub-Project" and collectively the "Project"). »

The Owner and Consultant agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSULTANT'S RESPONSIBILITIES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COPYRIGHTS AND LICENSES
- 6 CLAIMS AND DISPUTES
- 7 TERMINATION OR SUSPENSION
- 8 COMPENSATION
- 9 MISCELLANEOUS PROVISIONS
- 10 SPECIAL TERMS AND CONDITIONS
- 11 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

*(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)*

« Exhibit A, Exhibit B »

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:

« See Exhibit C »

- .2 Date for commencement of construction:

« See Exhibit C »

- .3 Substantial Completion date:

« See Exhibit C »

- .4 Other milestone dates:

« See Exhibit C »

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

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide professional services as set forth in this agreement.

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

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

*(List name, address, and other information.)*

« »  
« »  
« »  
« »  
« »  
« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

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

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than « » (\$« ») for each occurrence and « » (\$« ») in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than « » (\$« ») per claim and « » (\$« ») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than « » (\$« »).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$« ») per claim and « » (\$« ») in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.  
(Check one or both selections below.)

- [ ☒ ] Consultant's Schedule: Within 14 days after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- [ ☐ ] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)
« »	

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.  
(List name, address, and other information.)

« »  
« »  
« »  
« »

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

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

## ARTICLE 5 COPYRIGHTS AND LICENSES

### § 5.1 Intentionally Deleted

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

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

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

### § 5.5 Intentionally Deleted

## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

**§ 6.1.2** To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 6.1.3** The Consultant shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its sub-consultants in the performance of professional services under this Agreement. The Consultant's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

## **§ 6.2 Mediation**

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

**§ 6.2.2** The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

**§ 6.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

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

[ ☒ ] Arbitration pursuant to Section 6.3 of this Agreement

[ ☐ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other: (Specify)

« »

## **§ 6.3 Arbitration**

**§ 6.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 6.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

**§ 6.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 6.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 6.3.4 Consolidation or Joinder**

**§ 6.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 6.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 6.3.4.3** The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

### **ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**§ 7.3** If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

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

**§ 7.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

## ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

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

« »

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

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

« »

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category	Rate
----------------------	------

« »

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

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

« » percent ( « » %) « »

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

## § 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- 3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, standard form documents;
- 5 Postage, handling and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;



- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of « » percent ( « » %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

« »

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## § 8.7 Intentionally Deleted

## ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

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

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 If the Consultant or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 10 SPECIAL TERMS AND CONDITIONS

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

« »

## ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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

- .1 AIA Document C103™–2014, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E202™–2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

« »

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:  
(List other documents hereby incorporated into the Agreement.)

« Exhibit A – Geotechnical Engineering RFP »

« Exhibit B – Geotechnical Engineering Proposal/ RFP Response »

« Exhibit C – Construction Schedule »

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

« »

OWNER (Signature)

« » « »

(Printed name and title)

« »

CONSULTANT (Signature)

« » « »

(Printed name and title)