

RESOLUTION NO. 2011-59

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE TRANSFER OF \$108,046.00 FROM THE HUMAN SERVICES DEPARTMENT'S 2011 BUDGET TO THE PUBLIC WORKS DEPARTMENT'S 2011 BUDGET AND TRANSFERRING \$1,950.00 WITHIN THE HUMAN SERVICES DEPARTMENT'S 2011 BUDGET AND AUTHORIZING A CAPITAL PROJECT AND PURCHASE OF EQUIPMENT

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds, as set forth in Exhibit "A" that is attached hereto and incorporated herein, from the Human Services Department's 2011 budget to the Public Works Department's 2011 budget and within the Human Services Department's 2011 budget is authorized and approved

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that a Capital project including the purchase of equipment for the remodeling of the southwest office area at Ives Grove as set forth in Exhibit "A" is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: 2/3's M.E.

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Gilbert Bakke

Q. A. Shakoore, II

John A. Wisch

Pamela Zenner-Richards

1 Resolution No. 2011-59

2 Page Two

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6 **The foregoing legislation adopted by the County Board of Supervisors of**
7 **Racine County, Wisconsin, is hereby:**

8 **Approved: _____**

9 **Vetoed: _____**

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11 **Date: _____,**

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15 **James A. Ladwig, County Executive**

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19 **INFORMATION ONLY**

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WHEREAS, the move of the Aging and Disability Resource Center (ADRC) staff from the Racine County Dennis Kornwolf Service Center to the Ives Grove complex was presented to the County Board on August 9, 2011; and

WHEREAS, it is necessary to transfer funds in order to proceed with the remodeling of the Ives Grove area where they are to be located as well as provide phones and wiring for other data equipment.

A report for the proposed remodelings at:
RACINE COUNTY – AGING & DISABILITY CENTER – PHASE I
Ives Grove Complex
14200 Washington Ave – Sturtevant, Wisconsin 53177

ARCHITECT INFO

Butterfield, Rudie & Seitz, Inc.
A R C H I T E C T S
920 Goold Street
Racine, Wisconsin 53402
262-634-5565
Attn: Jason Frank

PROJECT OVERVIEW

This project consists of several remodeling projects at the Ives Grove Complex.

1. Southeast Office Area - \$7,700

The existing furniture in this area is to be removed and new furniture is to be provided per the attached Furniture Layout. Due to additional employees occupying this area we recommended the following:

HVAC - \$1,700

Existing air vents be cleaned and re-balanced.

Electrical - \$6,000

We would need 6 new circuits brought in from an existing panel located in the North Copy Room. The cost for this is approximately \$6000 and would include installing 2 new floor boxes that would serve the proposed cubicles.

Note:

Additional plumbing fixtures are not required; quality of existing fixtures is adequate.

2. Southwest Office Remodeling - \$102,000

The existing office area shall be completely remodeled to provide a built-in reception desk, waiting area, interview rooms, private offices, and cubicles as show on attached Proposed Floor Plan. Remodeling will include new lighting, remodeled HVAC, and new finishes throughout the area.

3. ADA Entrance Ramp and New Stoop at Southwest Entrance - \$20,000

The existing concrete stoop and stair to be removed and a new concrete ADA ramp, stairs, railings, and stoop with footings are to be provided per the attached ADA Ramp & Stair Plan. This remodeling also includes providing automatic operators on one of the entrance doors.

4. Automatic Operator on North Entrance Door - \$3,800

The existing pair of doors at the north entrance shall have one door remodeled to provide push button and automatic openers installed to provide an ADA compliant entrance.

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Furniture Plan (by others) -----	1 Page
Proposed Floor Plan -----	1 Page
ADA Ramp & Stair Plan-----	1 Page
Standard Terms and Conditions -----	2 Pages

COUNTY OF RACINE AGING & DISABILITY RESOURCE CENTER

accepted by _____ date _____

PLANS, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF EMMONS BUSINESS INTERIORS. ALL RIGHTS ARE RESERVED. NO PART OF THESE PLANS, DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF EBI. ANY UNAUTHORIZED USE OF THESE DOCUMENTS WILL RESULT IN PAYMENT OF DAMAGES TO EBI. SUPERVISOR AND ARCHITECT SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND NOTIFY EBI OF ANY DISCREPANCIES PRIOR TO STARTING WORK.

sheet _____ of _____

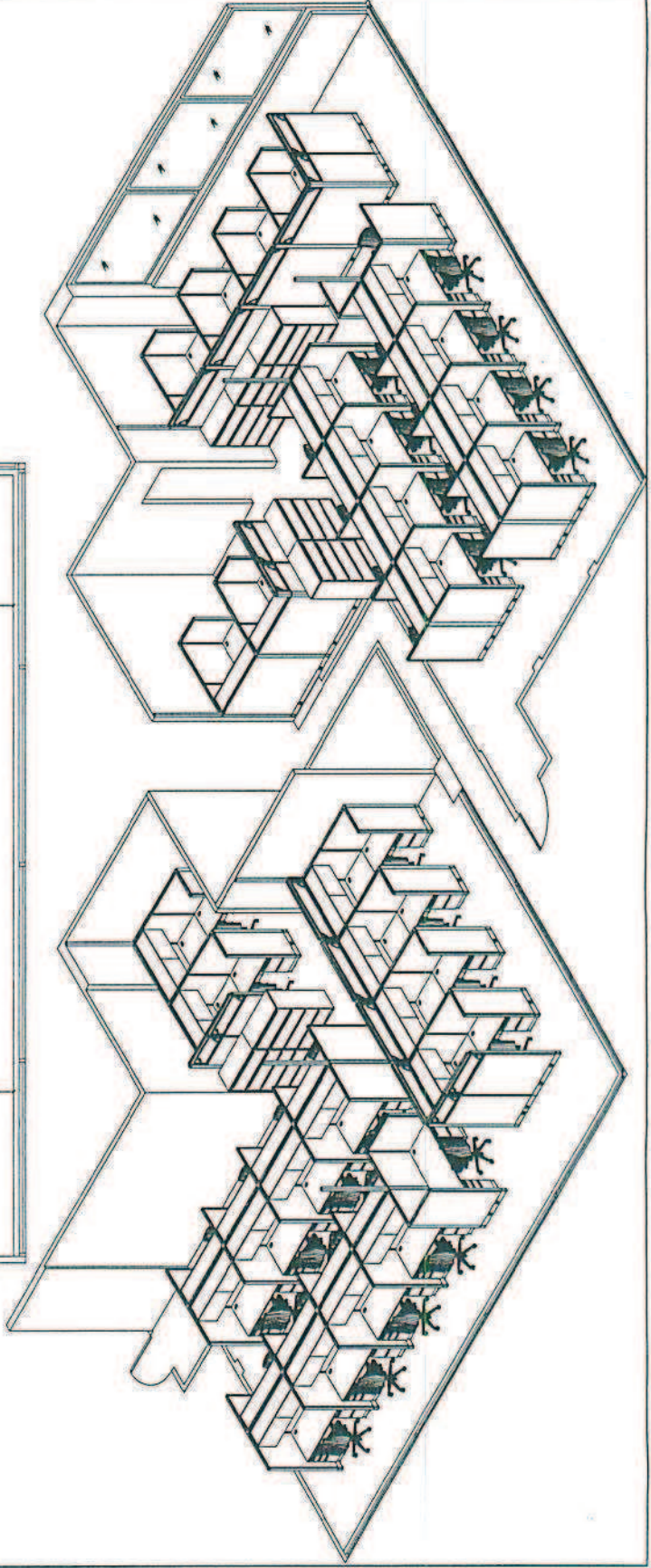
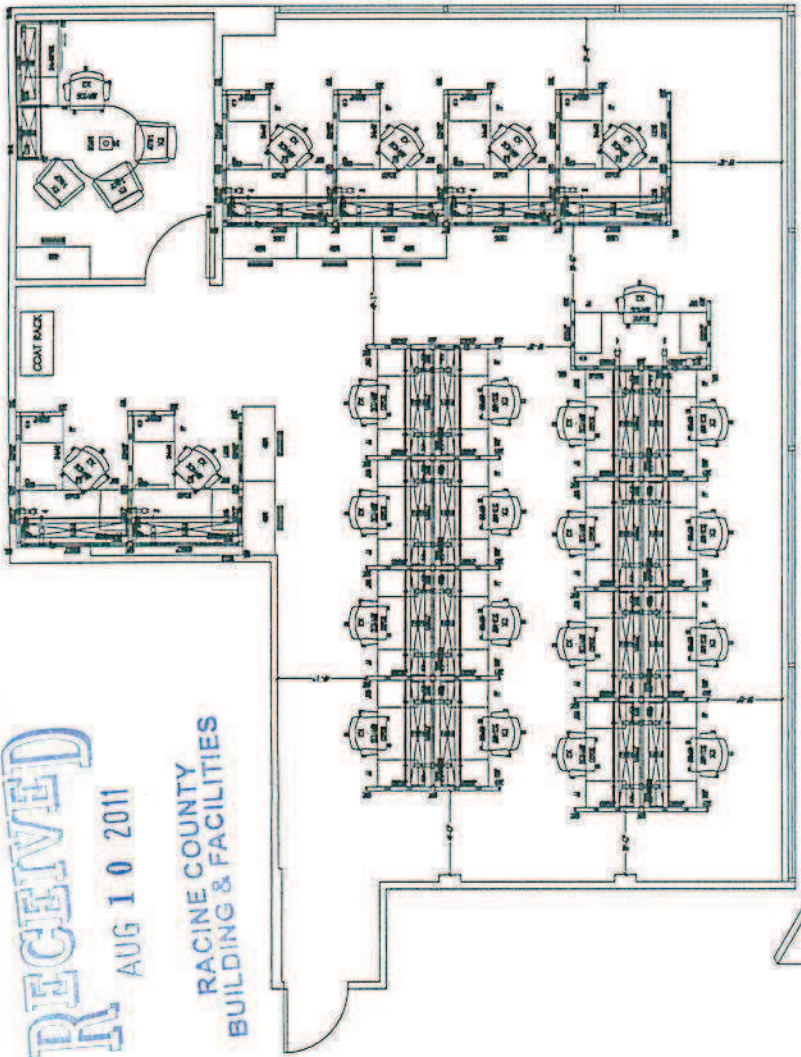
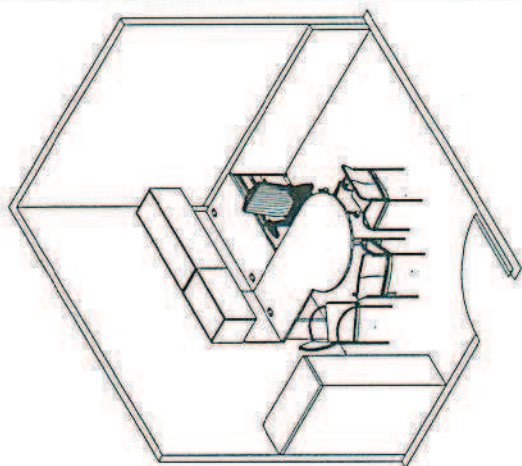
EBI
EMMONS BUSINESS INTERIORS

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Green Bay
Stevens Point
Wausau
La Crosse
Wisconsin Dells
Madison
Dubuque, IA
Rockford, IL

Appleton
Eau Claire
Janesville
La Crosse
Madison
Racine

Sheet Title: **FURNITURE PLAN**

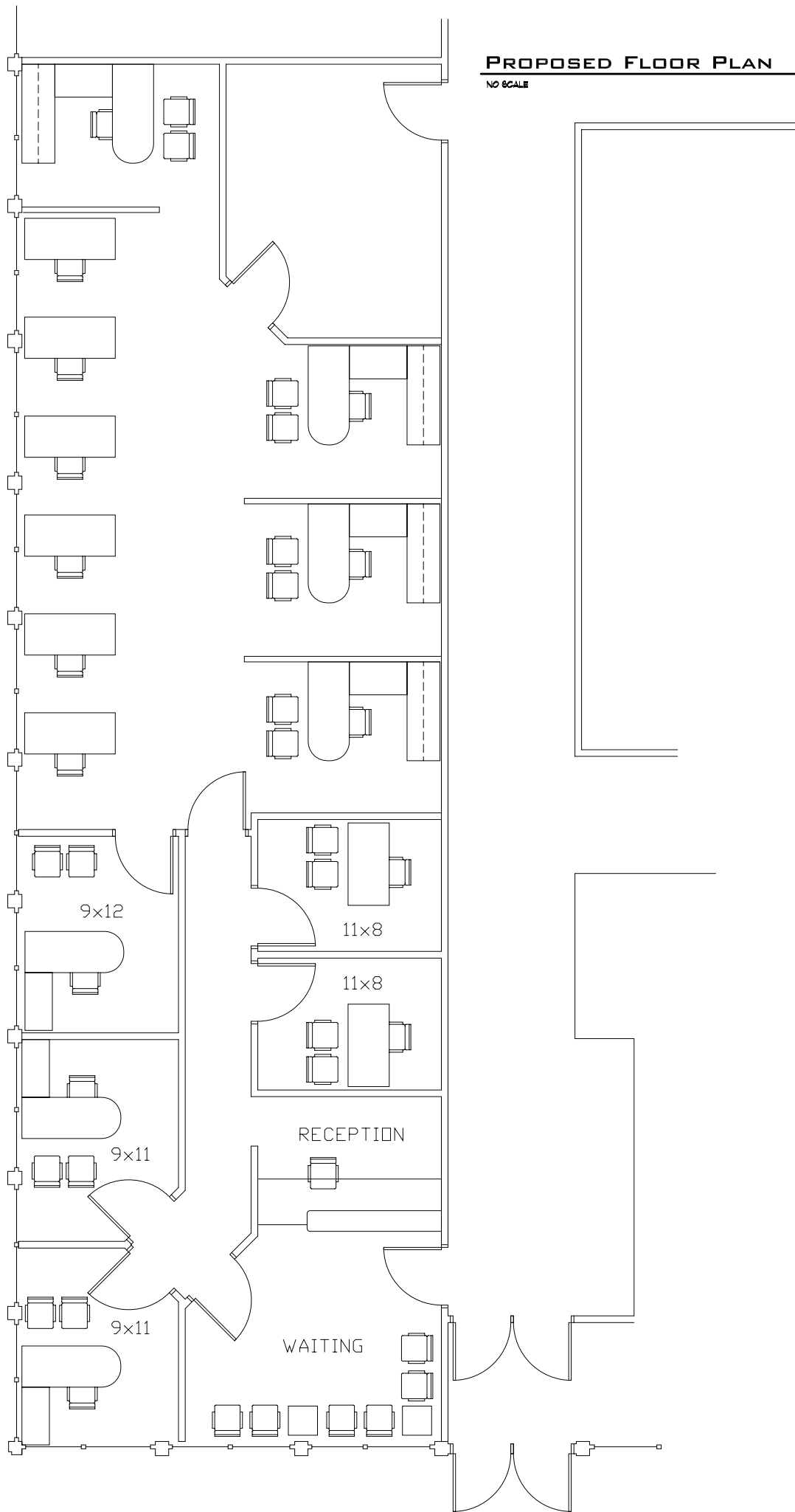
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Department: ADRG
Sales: EDWARD LEVIS
Designer: PAM SMITH
Scale: NTS
Date: 08-04-2011
Revision:

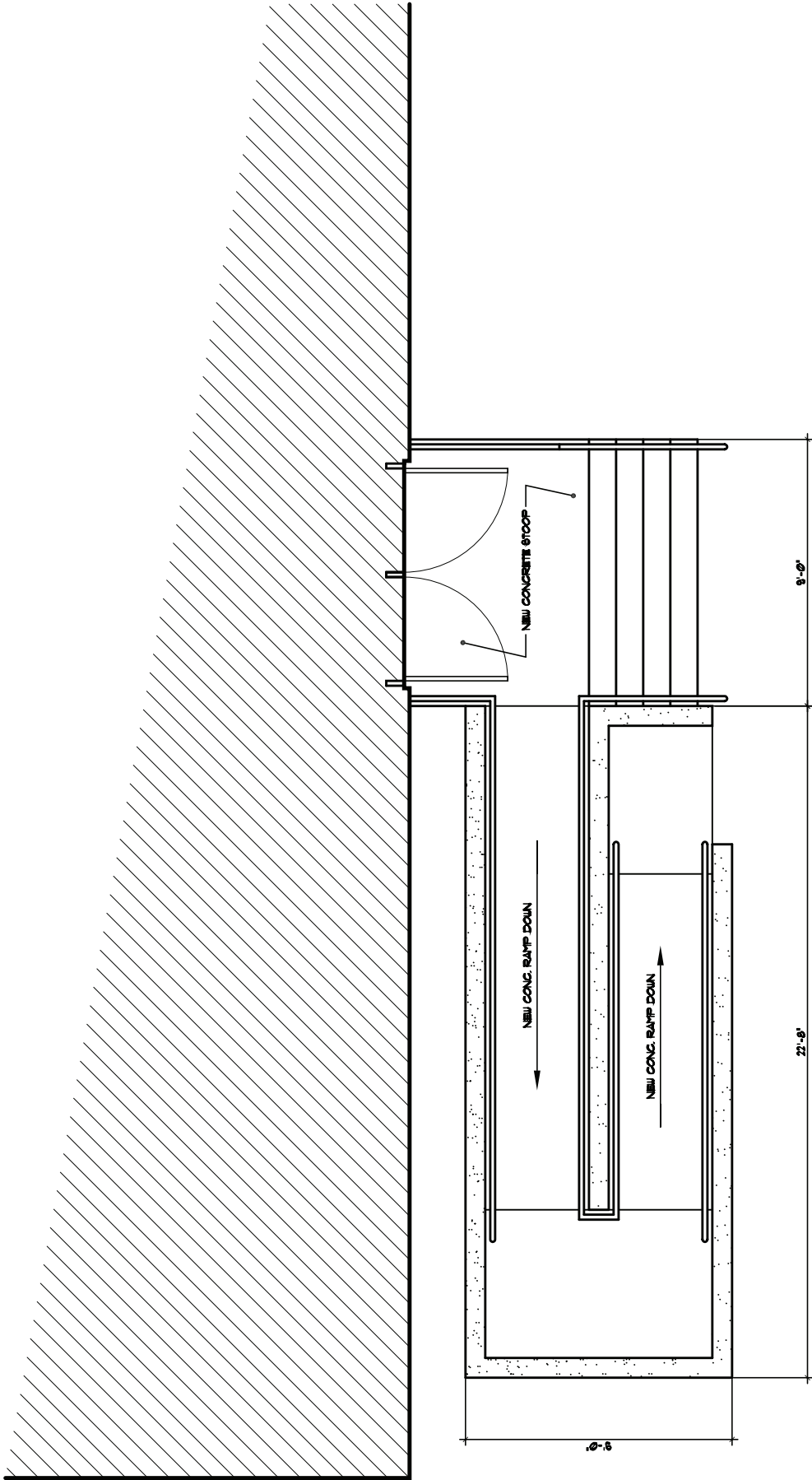


RECEIVED
AUG 10 2011
RACINE COUNTY
BUILDING & FACILITIES

PROPOSED FLOOR PLAN

NO SCALE





ADA RAMP AND STAIR PLAN
 SCALE: 1/8" = 1'-0"

**STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACT**

These terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered into between Racine County (hereinafter “the County”) and the consultant/contractor/provider “Butterfield Rudie & Seitz Architects (hereinafter “BRS”), references to both the County and BRS are hereinafter “the parties.” These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **PERFORMANCE:** BRS shall perform all services under this contract in a manner reflecting the standards within the industry.
2. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to this contract shall become the property of the County and shall be under the control of the County. BRS shall be allowed to retain copies of said documents and work product.
3. **OWNERSHIP RIGHTS:** Any of the County’s documents which are provided to BRS to assist BRS in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
4. **ASSIGNMENT:** BRS shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
5. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, BRS agrees not to discriminate against any employee, applicant for employment or person receiving services from BRS, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.
6. **STATUTORY COMPLIANCE:** BRS shall comply with all federal, state, local laws and regulations and requirements.
7. **INDEMNIFICATION:** Within the limits of insurance, BRS shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of BRS’s, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of BRS or any of BRS’s agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless BRS and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of BRS’s, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County’s agents, or employees in the performance of services under this contract.
8. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
9. **INDEPENDENT CONTRACTOR:** BRS shall be considered an independent contractor and not an employee of the County. The County agrees that BRS shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no

responsibility for the selection, dismissal, supervision, direction or performance of BRS's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or BRS. BRS's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against BRS because of this contract or the performance or nonperformance of services provided hereunder.

10. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
11. **INSURANCE:** BRS will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County upon request.
12. **ACCESS:** The County shall arrange for safe access to and make all provisions for BRS and BRS's agents and employees to enter upon public and private property as required for BRS to perform services under this contract.
13. **SCHEDULE:** BRS will meet their indicated milestone benchmark dates provided and incorporated into the contract. If unable to perform, BRS will notify County representative, in writing, a minimum of ten (10) calendar days prior to the relevant benchmark date explaining, in detail, reasons for non-compliance. Racine County will review provided documentation and determine solution.
14. **COMPLETENESS OF DOCUMENTS:** BRS will be solely responsible for understanding County's intent and the accuracy, clarity, and quality of all documentation. Racine County will not be expected to appraise, or be held responsible for, completeness or detailed review of design plans and specifications to detect errors or deficiencies in verbiage, intent, or actual design.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and BRS.
2. **LIMIT OF LIABILITY:** BRS's liability shall be within limits of insurance as part of the contract between the County and BRS.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN COMPANY NAME AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

END OF DOCUMENT

INITIALS: _____

EXHIBIT "A"

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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HUMAN SERVICES

RC ADRG OTHER COMMUNITY SERV - EXPENSES	1523980.6000	1,060,617	469,149	(109,996)	950,621	359,153
TOTAL SOURCES				(109,996)		

RC ADRG OTHER COMMUNITY SERV - EQUIPMENT	1523980.7110.560000	1,000	1,000	1,950	2,950	2,950
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FLEET

IVE's Grove- Building Improvement	66.1574.326	7,700	0	108,046	115,746	108,046
TOTAL USES				109,996		
				0		

DESCRIPTION:	QUANTITY	UNIT COST	TOTAL COST
<u>Equipment - Phones</u>			
Fujitsu DT24DS	1	95	95
Fujitsu DT12DS	12	89	1,068
Fujitsu DT12 Telephone	18	39	702
Shipping		85	85
Total Equipment - Phones			<u>1,950</u>
<u>Wiring for Telephones:</u>			
pull terminate test & lable 50 pair cable	1	880	880
J-Hook 1 5/8"	20	3.45	69
Cable - Cat3 50 pair Non-Plenum	150	1.66	249
110 Block-50 Pair w/legs	2	25	50
Total Wiring for Phones			<u>1,248</u>
<u>Wiring for Data Equipment:</u>			
pull terminate test & lable cable	1	3,360	3,360
Cable - Cat5e Riser Blue	5,000	0.20	1,000
Patch Panel - 48 Port Cat5e Leviton	1	275	275
Wire Management Panel - 1.75"	1	39	39
Misc Mounting Hardware	1	40	40
J-Hook 2"	20	4.18	84
Total Wiring for Data Equipment			<u>4,798</u>
Building Improvement Items per Email from Karl Jeske:			
Southwest Office Remodeling		102,000	102,000
TOTAL TO BE PURCHASED			<u>109,996</u>

