



CONSULTANT SERVICES CONTRACT

Date _____
Project No. _____
Contract No. _____

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

WITNESSETH

WHEREAS, DFD proposes securing consulting services for a project described as follows:

WisBuild Project Title

WHEREAS, DFD deems it advisable to engage the services of a CONSULTANT to furnish services in connection with this project, and

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

WHEREAS, the CONSULTANT has signified his willingness to furnish services for DFD;

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

IN WITNESS WHEREOF, DFD and the CONSULTANT have executed this Contract.

CONSULTANT Firm Name

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

By _____
Signature Date

By _____
Administrator, Div. of Facilities Development Date

Printed Name

Title

Federal Employer Identification Number (FEIN)

I. GENERAL TERMS:

- (a) The Consultant shall provide services for the project in accordance with the terms and conditions of this Agreement.
- (b) **Subletting or Assignment Agreement.** The Consultant shall not sublet or assign all or any part of the work under this Agreement to any sub-Consultant without prior written approval of DFD.
- (c) **Employment.** The Consultant agrees to disclose current contracts with state agencies, including any department, commission or board thereof and further agrees not to enter into such a contract during the life of this Agreement without the prior knowledge and approval of DFD. Further, the Consultant shall not engage the services of any person or persons so employed without the prior written approval of DFD.
- (d) **Nondiscrimination in Employment.** In connection with the performance of work under this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to provide equal employment opportunities. If the Consultant's firm has assigned more than 30 employees to this project and not submitted this information to DFD in the last three years, the Consultant must submit a written [Affirmative Action Plan](#) acceptable under Wisconsin Statutes and Administrative Code to DFD for approval within 15 working days after this Contract is awarded. Technical assistance regarding the plan is available from the Wisconsin Office of Contract Compliance of the Department of Administration, (608) 266-5462. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, the [Wisconsin Contract Compliance Law](#) notice to be provided by DFD that sets forth the provisions of the State of Wisconsin nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Consultant being declared "ineligible", termination of the Contract, or withholding of payment.
- (e) **Legal Relations.** The Consultant shall comply with and observe federal and state laws and local laws that may be applicable to the project. In carrying out provisions of this Agreement or exercising power or authority granted to the Consultant thereby, there shall be no personal liability upon DFD, it being understood that in such matters DFD acts as agent and representative of the State. The Consultant is not an agent of the State within the meaning of s. 893.82 or 895.46, Wis. Stats.
- (f) **Approvals or Inspections.** None of the approvals or inspections performed by DFD shall be construed or implied to relieve the Consultant from any duty or responsibility it has for its performance, unless DFD formally assumes such responsibility in writing so stating that the responsibility has been assumed.
- (g) **Termination of Agreement.** This Agreement may be terminated by DFD without cause upon 10 calendar days' written notice to the Consultant. In the event of termination, DFD will pay the Consultant for that portion of the work completed and accepted by DFD. In the event the Agreement between the Consultant and any subconsultant on this project is terminated, the results of work by that subconsultant shall immediately be turned over to the Consultant.
- (h) **Successors, Subrogees and Assigns.** DFD and the Consultant each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- (i) **Claims.** The Consultant's project manager will meet with DFD's project manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the DFD Administrator for review and resolution. If the Consultant's claim is rejected by the DFD Administrator, the Consultant shall, as a condition precedent to filing suit against the State, comply with the two-step claims resolution procedure set forth in s. 16.007 and 775.01, Wis. Stats. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- (j) **Ownership of Documents.** All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Consultant or any subconsultant pursuant to this Contract shall become the property of DFD on completion and acceptance of any of the Consultant's work, or upon termination of the Contract, and shall be delivered to DFD upon request.
- (k) **Additional Services.** If DFD desires to have the Consultant perform work or render services in connection with this project, other than provided for by the expressed intent of this Agreement, this will be considered Additional Services, subject to a change order, or extension to this Agreement, setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between DFD and the Consultant. Work under such change order or extension shall not proceed unless and until so authorized by DFD.
- (l) **Payments.** The Consultant will be paid by DFD for the completed work or services rendered under this Agreement at the price set forth elsewhere in this Agreement, and for Additional Services, if any, at the compensation therefore set forth in the approved orders covering such work. Such payment shall be full compensation for work performed or services rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work. The Consultant may submit invoices to DFD on a monthly basis during the progress of the work for partial payment on account, for the work completed and accepted to date.
- (m) **Reimbursable Expenses.** When specifically allowed by this Contract, reimbursable expenses are actual, incidental expenses, incurred by the Consultant, its employees or subconsultants, in the interest of the project and must be approved by DFD PRIOR to the Consultant incurring the expense. Expenses not eligible for reimbursement, which must be included as part of the Consultant's lump sum fees for basic services shall include, but are not limited to, indirect project overhead costs such as mileage, travel, lodging, replication of drawings and document printing, handling and postage, other than for bid sets; cost of correspondence transmittals, telephone expenses, and CAD/electronic graphic services.
- (n) **Insurance.** The Consultant shall maintain Worker's Compensation Insurance as required by Wisconsin statute, for all employees engaged in the work. The Consultant shall also maintain automobile and public liability and property damage insurance against any claim(s) that might occur in carrying out this Agreement. Minimum coverages for \$500,000 single limit liability, or \$250,000 bodily injury per person, and \$500,000 per occurrence and \$250,000 property damage.
- (o) **Special Notice.** In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or

lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

(p) The Consultant agrees to have available, use and maintain over the course of the project, an Internet connection to access and utilize the WisBuild™ DFD Information System.

Complete for testing and balancing or testing services only contract

In regard to DFD's letter dated _____, the Consultant is requested to complete _____ for the subject project based on plans and specifications, prepared by _____, dated _____, with addenda _____ acknowledged, in accordance with proposal for services dated _____, from the Consultant to DFD, attached and made a part of this Agreement.

Sample for lump sum contract

II. Scope of Services:

The Consultant is to complete _____ in accordance with the terms of this contract and the proposal for services dated _____, from the Consultant to DFD, attached and made a part of this Agreement.

DFD reserves the right to update the *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 at any time including after the signing date of this Contract. Consultant shall use and conform to the most current *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 available as directed by and at the sole discretion of DFD, and Consultant shall not be eligible for a change order based upon alterations to said *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 occurring after the date of contract signing.

III. Consultant Compensation:

For services as requested above, the Consultant shall be paid a lump sum fee of \$_____.

Expenses for _____ will be considered as reimbursable expenses for an amount not to exceed \$_____.

All requests for payment must include proper backup material to substantiate the amount requested. Reimbursable expenses must be supported by copies of invoices, statements or other office records.

IV. Limited Spending:

The Consultant is authorized to proceed only through completion of the _____ Phase. The Consultant Fee is limited to \$_____, until action is taken by the State Building Commission and/or written instructions to proceed are provided by DFD.

Sample for hourly plus expenses contract

II. Scope of Services:

The Consultant is to complete _____ in accordance with the terms of this contract and the proposal for services dated _____, from the Consultant to DFD, attached and made a part of this Agreement.

DFD reserves the right to update the *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 at any time including after the signing date of this Contract. Consultant shall use and conform to the most current *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 available as

directed by and at the sole discretion of DFD, and Consultant shall not be eligible for a change order based upon alterations to said *DFD MASTER SPECIFICATIONS AND GUIDELINES* Division 00 and Division 01 occurring after the date of contract signing.

III. Consultant Compensation:

For services as requested above, the Consultant shall be paid on an hourly plus expenses basis using the Consultant's Fee Rate Sheet, attached and made a part of this Agreement. Total payment shall not exceed \$_____ without prior written agreement.

All requests for payment must include proper backup material to substantiate the amount requested. Fee amounts are to be itemized by employee or classification as applicable. All expenses must be supported by copies of invoices, statements or other office records.

IV. Limited Spending:

The Consultant is authorized to proceed only through completion of the _____ Phase. The Consultant Fee is limited to \$_____, until action is taken by the State Building Commission and/or written instructions to proceed are provided by DFD.
