

Dane County Contract Cover Sheet

Revised 01/2025

Res 382
significant

Dept./Division	Dane County Waste and Renewables		
Vendor Name	Affiliated Engineers, Inc.	MUNIS #	170
Brief Contract Title/Description	AWARD OF AGREEMENT FOR COMMISSIONING CONSULTING SERVICES FOR NEW BUILDING CONSTRUCTION PROJECTS AT DANE COUNTY S SUSTAINABILITY CAMPUS AND RENEWABLE GAS PLANT		
Contract Term	4/1/25-12/30/2027		
Contract Amount	\$133,300.00		

Contract # Admin will assign	15775
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Alejandra Viso	Name	Roger Lautz
Phone #	608-513-7294	Phone #	608-220-1315
Email	viso.alejandra@danecounty.gov	Email	rlautz@aeieng.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/>	\$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/>	Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/>	Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	324053
	<input type="checkbox"/>	Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/>	Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/>	Cooperative Contract	Contract Name & #	
	<input type="checkbox"/>	N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		



MUNIS Req.	Req #	1430	Org: SWSUSTAN	Obj: 51032	Proj:	\$ 93,910.00
			Org: SWMETHGO	Obj: 57802	Proj:	\$ 39,390.00
	Year	2025	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/>	Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 – resolution required.	
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	
	Res #	382	
	Year	2024	

CONTRACT MODIFICATIONS – Standard Terms and Conditions			
<input checked="" type="checkbox"/>	No modifications.	<input type="checkbox"/>	Modifications and reviewed by:
		<input type="checkbox"/>	Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2025.03.20 08:27:20 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/20/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, March 21, 2025 11:42 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15775
Attachments: 15775.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/21/2025 1:34 PM	Approve: 3/21/2025 1:34 PM
	Patten (Purchasing), Peter		Approve: 3/21/2025 12:49 PM
	Gault, David	Read: 3/21/2025 2:27 PM	Approve: 3/21/2025 2:27 PM
	Cotillier, Joshua		Approve: 3/21/2025 2:20 PM
	Stavn, Stephanie	Read: 3/24/2025 11:32 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15775

Department: Waste & Renewables

Vendor: Affiliated Engineers

Contract Description: Consulting services for new building construction projects at Sustainability Campus (Res 382)

Contract Term: 4/1/25 – 12/30/27

Contract Amount: \$133,300.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2024 RES-382

AWARD OF AGREEMENT FOR COMMISSIONING CONSULTING SERVICES FOR
NEW BUILDING CONSTRUCTION PROJECTS AT DANE COUNTY'S SUSTAINABILITY
CAMPUS AND RENEWABLE GAS PLANT

The Department of Waste and Renewables reports the receipt of proposals for Commissioning Consulting Services for the New Building Construction Projects at Dane County's Sustainability Campus and Renewable Gas Plant, RFP No. 324053.

A complete tabulation is on file at the Department of Waste and Renewables.

An Agreement has been negotiated with:

Affiliated Engineers, Inc.
5802 Research Park Blvd.
Madison, WI 53719

The Waste and Renewables staff finds the amount to be reasonable and recommends the Agreement be awarded to Affiliated Engineers, Inc.

There are sufficient funds available for this project. The term of the borrowing used to support this project will be 20 years.

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to Affiliated Engineers, Inc., in the amount of \$133,300.00; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Agreement; and

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Agreement.

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE

Date: _____

Project No.: 324053

Agreement No.: 15775

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables (W&R), hereinafter referred to as "COUNTY", and Affiliated Engineers, Inc., 5802 Research Park Boulevard, Madison, WI, 53719, hereinafter called the "COMMISSIONING AGENT".

WITNESSETH

WHEREAS, COUNTY proposes securing commissioning services for a Project described as follows:

Commissioning Consulting Services for New Building Construction Projects for COUNTY's Sustainability Campus and Renewable Natural Gas (RNG) Plant

WHEREAS, COUNTY deems it advisable to engage the services of the COMMISSIONING AGENT to furnish professional services in connection with this Project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the COMMISSIONING AGENT represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

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, COUNTY and the COMMISSIONING AGENT have executed this Agreement as of the above date.

Affiliated Engineers, Inc. _____

Digitally signed by
Roger Lautz
Signature _____ DN: CN=Roger Lautz, Date
OU=Users,
Roger Lautz OU=Madison, OU=AEI
Printed Name _____ Offices, DC=aeieng,
DC=lan
Date: 2025.03.20
12:06:35-05'00'

Title
39-1287168

Federal Employer Identification Number (FEIN)

COUNTY OF DANE _____

Melissa Agard, County Executive Date

Scott McDonell, County Clerk Date

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
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1. ARTICLE 1: SCOPE OF AGREEMENT

- A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the “COMMISSIONING AGENT” shall be governed by the following Terms and Conditions.
- B. The COMMISSIONING AGENT shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- C. The COMMISSIONING AGENT shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the COMMISSIONING AGENT shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The COMMISSIONING AGENT is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- E. By accepting this Agreement, the COMMISSIONING AGENT represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- F. The COMMISSIONING AGENT shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor’s schedule is not negatively impacted.
- G. The COMMISSIONING AGENT shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the COMMISSIONING AGENT may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the COMMISSIONING AGENT of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- H. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- I. The COMMISSIONING AGENT may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- J. In the performance of this Agreement, the COMMISSIONING AGENT shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement. The COMMISSIONING AGENT shall use

and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the COMMISSIONING AGENT shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.

- K. For this project the following terms will be in use:
1. The Project: The entirety of what is required to conceive, design, build, commission, start-up & troubleshoot the work for which this RFP and any subsequent RFB(s) are published.
 2. Project Budget: The total amount of funds the County has allocated for the Project. This includes contingencies, fees, costs for design services, commissioning services, furniture, fixtures and equipment (FF&E) expenditures and the Construction Budget.
 3. Construction Budget: The portion of the Project Budget specifically allocated for construction services, or the accepted bid amount including any alternate bids.
 4. Construction Opinion of Probable Cost: The A/E's cost estimate for the Construction Budget before any bids are received.
 5. Project Planning Team: Dane County staff from the respective department and Department of Waste & Renewables (W&R), the architect / engineering design team (A/E) & the COMMISSIONING AGENT. Occasionally, others may join or provide input to this team.

2. ARTICLE 2: COUNTY'S RESPONSIBILITIES

- A. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the Project.
- C. COUNTY will provide available information regarding the requirements for the Project, which set forth COUNTY's objectives for program, schedule and overall Project Budget. COUNTY will make available to the COMMISSIONING AGENT data or documents known to COUNTY or requested by the COMMISSIONING AGENT, which may be needed for the fulfillment of the professional responsibility of the COMMISSIONING AGENT. Documents provided by COUNTY shall not relieve the COMMISSIONING AGENT from the responsibility for conducting a field survey to verify existing conditions as specified herein.
- D. COUNTY will communicate to the COMMISSIONING AGENT the format of the documents required to be submitted.
- E. COUNTY will examine documents submitted by the COMMISSIONING AGENT and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the COMMISSIONING AGENT's work. COUNTY will coordinate review comments from the and COUNTY staff prior to issuance to the COMMISSIONING AGENT.
- F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
- G. COUNTY will prepare and process the Agreements between COUNTY and COMMISSIONING AGENT, and between COUNTY and construction contractor(s).
- H. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

3. ARTICLE 3: ACCOUNTING RECORDS

- A. Records of the COMMISSIONING AGENT's direct personnel, consultants, and reimbursable expenses pertaining to the Project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the COMMISSIONING AGENT.

4. ARTICLE 4: TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the COMMISSIONING AGENT. In the event of termination, the COMMISSIONING AGENT will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager prior to further payment by COUNTY.
- B. In the event the Agreement between the COMMISSIONING AGENT and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the COMMISSIONING AGENT.

5. ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the COMMISSIONING AGENT or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the COMMISSIONING AGENT's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- B. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the COMMISSIONING AGENT. If COUNTY uses or modifies documents without involvement or written consent of the COMMISSIONING AGENT or its sub-consultant(s), COUNTY shall remove name and signatures of the COMMISSIONING AGENT or its sub-consultant(s) from documents prior to such use or modification. Any such use or modification shall be at sole risk of COUNTY and without liability for the COMMISSIONING AGENT or its sub-consultant(s).
- C. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the COUNTY or generated by the COMMISSIONING AGENT, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
- D. Confidential Information. "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the COMMISSIONING AGENT or their officers, directors, employees, subconsultants, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
 - 1. Disclosure to Subcontractors. COMMISSIONING AGENT shall maintain Confidential Information in the strictest confidence and shall only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subconsultants or agents, the COMMISSIONING AGENT shall obtain the written agreement of such subconsultants to be bound by confidentiality.

2. Ownership of Information. All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. COMMISSIONING AGENT shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the Project.
3. Disclosure Required by Law. If the COMMISSIONING AGENT is requested or required by law (by deposition, interrogatories, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the COMMISSIONING AGENT shall, unless prohibited by law, promptly notify the COUNTY of such request.

6. ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- A. COMMISSIONING AGENT shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the COMMISSIONING AGENT furnishing the services required to be provided under this Agreement, but only to extent caused or resulting from intentional or negligent acts of the COMMISSIONING AGENT or its sub-consultant(s) and provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the COMMISSIONING AGENT under this paragraph shall survive the expiration or termination of this Agreement.

7. ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

- A. The COMMISSIONING AGENT and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The COMMISSIONING AGENT shall provide up-to-date, accurate professional liability information on the COMMISSIONING AGENT's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the COMMISSIONING AGENT shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The COMMISSIONING AGENT shall not cancel or materially alter this coverage without prior written approval by COUNTY. The COMMISSIONING AGENT shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

8. ARTICLE 8: OTHER INSURANCE

- A. The COMMISSIONING AGENT and its consultants retained under terms of this Agreement shall:
 1. Maintain Worker's Compensation Insurance:
 - a. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the COMMISSIONING AGENT's and consultant's employees engaged in work associated with the Project under this Agreement.
 - b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.

2. Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the “occurrence” type form and shall include the employees of the COMMISSIONING AGENT as insureds.
3. Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Insurance may be met by a combination of primary and excess coverage.
4. Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

9. ARTICLE 9: MISCELLANEOUS PROVISIONS

- A. COMMISSIONING AGENT warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.
- B. Legal Relations: The COMMISSIONING AGENT shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this Project and in effect on the date of this Agreement.
- C. Approvals or Inspections: None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the COMMISSIONING AGENT from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
- D. Successors, Subrogees and Assigns: COUNTY and COMMISSIONING AGENT 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 covenants of this Agreement.
- E. Claims: The COMMISSIONING AGENT's project manager will meet with COUNTY'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 COUNTY Director of the for review and resolution. The decision of the Director of the Department of Waste & Renewables (W&R) shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- F. Amendment of Agreement: This Agreement may be amended in writing by both COUNTY and COMMISSIONING AGENT.
- G. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- H. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

- I. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- J. Execution: The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by COMMISSIONING AGENT. COMMISSIONING AGENT shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by COMMISSIONING AGENT is authentic.
 - 1. This Agreement has no effect until signed by both parties. The submission of this Agreement to COMMISSIONING AGENT for examination does not constitute an offer. COMMISSIONING AGENT warrants that the persons executing this Agreement on its behalf are authorized to do so.
 - 2. This Agreement, and any amendment or addendum relating to it, may be transmitted by legible facsimile reproduction or by scanned legible electronic PDF copy and utilized in all respects as an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereby stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This provision does not apply to the service of notices under this Agreement.

10. ARTICLE 10: NONDISCRIMINATION IN EMPLOYMENT

- A. During the term of this Agreement, COMMISSIONING AGENT agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). COMMISSIONING AGENT agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Civil Rights Compliance:
 - 1. If COMMISSIONING AGENT has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the COMMISSIONING AGENT shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. COMMISSIONING AGENT shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. COMMISSIONING AGENT shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during

the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If COMMISSIONING AGENT has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If COMMISSIONING AGENT submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of COMMISSIONING AGENT's Plan is sufficient.

2. COMMISSIONING AGENT agrees to comply with the COUNTY's civil rights compliance policies and procedures. COMMISSIONING AGENT agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the COMMISSIONING AGENT. COMMISSIONING AGENT agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. COMMISSIONING AGENT further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. COMMISSIONING AGENT shall post the Equal Opportunity Policy, the name of COMMISSIONING AGENT's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. COMMISSIONING AGENT shall supply to COUNTY's Contract Compliance Specialist upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
4. COMMISSIONING AGENT shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

ATTACHMENT A. CONSULTANT AGREEMENT

Date: _____

Project No.: 324053

Agreement No.: _____

THIS AGREEMENT is between Affiliated Engineers, Inc., hereinafter called "COMMISSIONING AGENT" executing this Agreement, and ZS Architectural Engineering, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS, the COMMISSIONING AGENT has entered into an Agreement with COUNTY to furnish professional services with a project, hereinafter named "Project", which is described as follows:

Commissioning Consulting Services for New Building Construction Projects for COUNTY's Sustainability Campus and Renewable Natural Gas (RNG) Plant.

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

WHEREAS, the COMMISSIONING AGENT and CONSULTANT agree that the terms of the Agreement between COUNTY and the COMMISSIONING AGENT also apply to this Agreement as though fully set forth and binding upon the CONSULTANT and

WHEREAS, the CONSULTANT agrees that in the event of conflict between the COMMISSIONING AGENT 's Agreement with COUNTY and the COMMISSIONING AGENT's Agreement with the CONSULTANT, the COMMISSIONING AGENT's Agreement with COUNTY shall take precedence, and

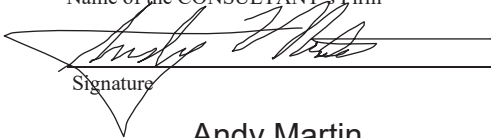
WHEREAS, the CONSULTANT has signified willingness to furnish services for the COMMISSIONING AGENT;

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

IN WITNESS WHEREOF, the COMMISSIONING AGENT and the CONSULTANT have executed this Agreement.

ZS LLC

Name of the CONSULTANT's Firm

 _____
Signature Date

Andy Martin

Printed Name

Chief Operating Officer

Title

Affiliated Engineers, Inc. (AEI)

Name of the COMMISSIONING AGENT's Firm

 _____
Signature Date

Roger Lautz

Printed Name

Title

Digitally signed by Roger
Lautz
DN: CN=Roger Lautz,
OU=Users, OU=Madison,
OU=AEI Offices,
DC=aeieng, DC=lan
Date: 2025.03.20
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The CONSULTANT will be providing the following services:

Building Enclosure Commissioning Consulting

ATTACHMENT B. SCOPE OF SERVICES

1. General

- a. Commissioning Consulting Services for New Building Construction Projects shall be provided by the COMMISSIONING AGENT in each of the following phases:

Phase 1: Design Development

Phase 2: Construction Documents and Bidding Assistance

Phase 3: Construction and Commissioning Assistance

Phase 4: Post-Construction Assistance and Documentation

The COMMISSIONING AGENT may perform work in a Phase of Work, prior to conclusion of preceding Phase or COUNTY approval, at COMMISSIONING AGENT 's own risk.

COUNTY has contracted with Strang and Foth to provide professional architectural and engineering (A/E) design services for initial development of Dane County's Sustainability Campus (7103 Millpond Road, Madison, WI 53718) and the Renewable Natural Gas (RNG) Maintenance Shop (7242 Maahic Way, Madison, WI 53718).

The buildings to be constructed at the Sustainability Campus include the Education and Administration Center, Maintenance Facility, and Scale Office. The RNG Maintenance Shop will be a pre-fabricated metal building, grossing 3,000 square feet in size.

- b. An assigned COUNTY Project Manager shall be the COMMISSIONING AGENT 's contact for securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
- c. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
- d. Document Submittals: Documents submitted to COUNTY shall be in original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.). Final documents shall be in PDF format and delivered to COUNTY via e-mail or ShareFile. In addition to the PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
- e. Meetings and Communications: For each project independently, COMMISSIONING AGENT must prepare monthly status reports including budget status, work completed in the past month, work planned for next month, and problems or issues to be resolved.
- f. COMMISSIONING AGENT must attend bi-weekly check-in meetings with A/E and attend required meetings as outlined in each phase of the Work. Bi-weekly meetings will occur between the Design Development and Construction Documents and Bidding Assistance Phases. A/E will be responsible for preparing agendas and meeting minutes for required meetings as outlined in each phase of the Work. Assume meetings are one (1) hour in length, unless otherwise noted.
- g. COMMISSIONING AGENT shall furnish all labor, materials, equipment, and services necessary to complete the given reports and perform the necessary tests required for the completion of the reports and documentation.

h. COMMISSIONING AGENT shall submit a data request to COUNTY, prior to starting Work. COUNTY shall provide all available reports, record documents, boring logs, site drawings and specifications to selected COMMISSIONING AGENT firm. Drawings and specifications may not be complete or in an as-built condition. A/E firm shall confirm accuracy of drawings and specifications. COUNTY shall provide any necessary hazardous material protection or abatement.

i. Definitions

- i. Commissioning (Cx): The process of bringing together project stakeholders to ensure that systems are designed, installed, functionally tested and performing in conformity with the COUNTY's Project Requirements and that the building operator has received complete equipment and systems documentation and training.
- ii. Commissioning Agent: The entity identified by the COUNTY to lead, monitor, coordinate, and report on project commissioning activities. The Commissioning Agent shall be an independent third-party for this project.
- iii. Commissioning Log: A detailed list of the Construction Verification checklists and Functional Performance Tests tracking the Contractor Submittals, Commissioning Agent review, verification and witnessing.
- iv. Commissioning Plan: A detailed plan of the organization, schedule and allocation of resources, procedures, and documentation requirements of the commissioning process.
- v. Commissioning Report: A document that records the activities and results of the commissioning process.
- vi. Construction Verification: A quality control verification process performed by the installer as building assemblies, components, equipment, and systems are being installed which documents that the materials and installation procedures interfacing with other trades and start-up, testing, and operation are correct, complete, in compliance with Construction Documents and manufacturer's recommendations, and are ready for Functional Performance Testing.
- vii. Design Report: A summary of the facility program, use, and functional requirements of the building with a detailed description of building design criteria, parameters, setpoints, concepts, decisions, and selections used to meet the COUNTY's goals. It serves as a basis for review, approval, and documentation of the design process used for all building systems.
- viii. Functional Performance Tests (FPT): Contractor testing of installed building assemblies, components, equipment, systems, and interfaces that confirms correct performance through all operating modes and compliance with Construction Documents and manufacturer's recommendations

2. Phase 1 – Design Development

- a. Purpose: The purpose of Design Development is to coordinate with A/E to incorporate design aspects that aim to reduce operating costs and optimization of building system performance and align with Dane County's Design Guidelines & Recommendations.

For the Sustainability Campus, the A/E will prepare Design Development Drawings, Report, and outline of Specifications (collectively called Design Development documents) to COMMISSIONING AGENT at 75%, 95%, and 100% design.

For the RNG Maintenance Shop, A/E will provide Design Development Drawings and outline of Specifications (collectively called Design Development documents) to COMMISSIONING AGENT at 75%, 95% and 100% design.

b. Scope of Work

- i. For each project independently, COMMISSIONING AGENT shall obtain from COUNTY and A/E information and materials necessary to ascertain scope of the project and shall verify with COUNTY program and functional requirements of the project.
- ii. COMMISSIONING AGENT shall create a Design Checklist as part of the Design Development phase. The purpose of this document is to ensure the requirements and intent of Sub. 1 to Res. 152, 2013-2014 - 2014 Dane County Capital Budget Appropriations Resolution (Attachment B of RFP 324053) are met in the project design. If the requirements are not met, COMMISSIONING AGENT shall identify the specific gaps in the design.
- iii. A/E is responsible for incorporating the project commissioning requirements into the Design Development documents. This includes editing and adding to the COUNTY's commissioning and technical master specification sections, the A/E's own specification sections, the Construction Verification checklists, and Functional Performance Test requirements to describe which systems are to be commissioned and each Contractor's responsibilities for commissioning activities.
- iv. A/E is responsible for coordinating edits of the project commissioning requirements with COMMISSIONING AGENT and incorporating COMMISSIONING AGENT's input into the Construction Documents. At the COUNTY Project Manager's discretion, COMMISSIONING AGENT may be requested to review and comment on the preliminary drawings and specifications.

c. Required Meetings

- i. Kick-off Meeting: This meeting shall be used to discuss roles and responsibilities, expectations, sustainability initiatives, and overall timeline for completing the Design Development phase. There will be one (1) Kick-off Meeting for each project, one (1) for the Sustainability Campus project, and one (1) for the RNG Maintenance Shop project.
- ii. Review Meetings: These meetings shall be held after 75%, and 95% review of the draft Design Development Drawings and Report for each project, separately. At the 75% and 95% review meetings, discussion on the draft specifications outline will also occur. Review meetings may also be incorporated into the bi-weekly meeting schedule of each project.

d. Deliverables

- i. The COMMISSIONING AGENT shall provide a Design Checklist for the Sustainability Campus, as outlined above, to COUNTY.
- ii. The COMMISSIONING AGENT shall provide comments to the Design Development documents for the Sustainability Campus, as outlined above, to COUNTY at 75%, and 95% design.
- iii. The COMMISSIONING AGENT shall provide the Design Checklist for the RNG Maintenance Shop, as outlined above, to COUNTY.

- iv. The COMMISSIONING AGENT shall provide comments to the Design Development documents for the RNG Maintenance Shop, as outlined above, to COUNTY at 75%, and 95% design.

3. Phase 2 – Construction Documents and Bidding Assistance

- a. Purpose: The purpose of this Construction Documents and Bidding Assistance is to coordinate with A/E to incorporate commissioning requirements into construction drawings and specifications (collectively called Construction Documents).

- b. Scope of Work

- i. Construction Documents

1. For each project independently, COMMISSIONING AGENT shall review A/E's final Design Report.
 2. COMMISSIONING AGENT shall prepare and periodically update a Commissioning Plan throughout each project. COMMISSIONING AGENT shall solicit and incorporate periodic input from COUNTY, A/E, and Contractors in order to develop and update the plan.

The initial, or draft plan will be due at or before the 75% Construction Documents for review by COUNTY and A/E. Comments received at the Final Review are to be incorporated into the plan prior to the pre-construction meeting. The Plan shall be used to coordinate commissioning activities throughout the project.

3. The Commissioning Plan should, at a minimum, include the following information:

- a. Contact information for key members of the Commissioning Team.
 - b. Description of procedures to be utilized for each commissioning task.
 - c. List of commissioned systems and associated equipment.
 - d. Functional Performance Test sampling approach.
 - e. List of responsibilities for each party involved in the commissioning process.
 - f. Commissioning milestones, tracking of commissioning progress and schedule.
 - g. List of building systems to train COUNTY staff on.

4. For the 75%, 95%, and Final Construction Documents submissions, COUNTY expects the Construction Verification check lists to be edited to reflect the project requirements. However, for the 95% Construction Documents COMMISSIONING AGENT shall provide either Functional Performance Test forms edited for the project requirements or unedited Functional Performance Tests clearly identifying that the unedited test form is a SAMPLE. For unedited SAMPLE Functional Performance Test forms, COMMISSIONING AGENT provides final editing and test forms to the Contractor at the time of the submittal review for that equipment or system.

5. COMMISSIONING AGENT shall review the 50%, 75%, 95%, and Final Construction Documents of each project.

- ii. Bidding Assistance

1. The Bidding Phase shall commence with the publication of the Invitation to Bid and shall end with the award of the construction contract(s).

2. During bidding, COMMISSIONING AGENT shall review Final Construction Documents to ensure their review comments as well as COUNTY's review comments are successfully incorporated. Where design is not complete, not coordinated, or does not follow COUNTY direction, COMMISSIONING AGENT shall work with COUNTY and A/E to resolve the discrepancies either during the bid period by Addenda or immediately following the award of the construction contracts.
3. COMMISSIONING AGENT shall answer all applicable pre-bid questions from Contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize and distribute as appropriate.
4. At the pre-bid meeting, the COUNTY Project Manager and A/E are to review the commissioning activities and expectations of the commissioning process. This is to help ensure the bidders understand the required quality control measures implemented through the commissioning process. The COUNTY Project Manager and A/E jointly conduct and documents the pre-bid meeting.

a. Required Meetings

- i. Review Meetings: These meetings shall be held after 50%, 75%, and 95% review of the draft Construction Documents. Review meetings may also be incorporated into the bi-weekly meeting schedule with A/E and COUNTY.
- ii. Pre-Bid Meeting: This meeting is to allow Contractors to pose questions on the Construction Documents. This meeting shall occur between Bid Let date and Bid Due date.
- iii. Award Meeting: This meeting shall occur after Bid Due date to evaluate received Bids and may be combined with one of the bi-weekly meetings with A/E and COUNTY.

b. Deliverables

- i. COMMISSIONING AGENT shall provide comments to the Construction Documents, as outlined above, to COUNTY at 50%, 75%, 95%, and Final design for the Sustainability Campus project.
- ii. COMMISSIONING AGENT shall provide the Commissioning Plan, as outlined above, for the Sustainability Campus project.
- iii. COMMISSIONING AGENT shall provide comments to the Construction Documents, as outlined above, to COUNTY at 75%, 95%, and the Final design for the RNG Maintenance Shop project.
- iv. COMMISSIONING AGENT shall provide the Commissioning Plan, as outlined above, for the RNG Maintenance Shop project.

4. Phase 3 – Construction Assistance and Documentation

- a. Purpose: The purpose of Construction Assistance and Documentation is to verify that systems and equipment for the Sustainability Campus (refer to Attachment G of RFP 324053) and the RNG Maintenance Shop (refer to Attachment I of RFP 324053) are installed and perform according to the Construction Documents.
- b. Scope of Work

- i. For each project independently, COMMISSIONING AGENT shall attend the pre-construction meeting and present an overview of the commissioning process, identify the Commissioning Team members, their tasks, and responsibilities; and the commissioning milestones such as Construction Verification and Functional Performance Testing for incorporation into the Contractor's schedule. Routing and number of documents, including Submittals, Commissioning Plans, Construction Verification checklists, Functional Performance Test reports, Commissioning Reports, and meeting minutes, are reviewed at the pre-construction meeting.
- ii. After the award of the construction contract(s), COMMISSIONING AGENT shall become an on-site technical and professional advisor to COUNTY. In this capacity COMMISSIONING AGENT will have continuous access to the site. COMMISSIONING AGENT, through COUNTY's Project Manager, will have access to data in the construction Contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
- iii. Review and approval of Submittals are the prime responsibility of A/E. A/E shall provide a copy of reviewed Submittals to COMMISSIONING AGENT for commissioned systems. If the Functional Performance Test forms were samples within the Construction Documents, during the submittal review A/E verifies the Functional Performance Test documents to reflect the operational requirements of each system. A/E shall submit the final test forms to COUNTY, COMMISSIONING AGENT, and the Contractors during the Submittal reviews and track the process on the Submittal log if final forms were not provided within the contract documents.
- iv. A/E will be responsible for arranging, conducting, taking notes, and publishing minutes of weekly construction progress meetings and act as the point of contact for the construction Contractors.
 1. COMMISSIONING AGENT shall attend construction progress meetings to solicit input from the Commissioning Team and coordinate and report on commissioning activities. As part of the project COMMISSIONING AGENT shall observe, record, and identify construction and design issues, assign responsibility, and assist in identification of corrective actions and closure. It is important that scheduling of commissioning activities be identified, reported at the regular progress meetings, and integrated into the project schedule.
 2. During the construction progress meeting, construction & commissioning activities, milestones, and schedule are reviewed. COMMISSIONING AGENT shall update the Commissioning Plan to reflect the status, and publish with the A/E's meeting minutes to track commissioning activities.
- v. COMMISSIONING AGENT, A/E, and COUNTY are responsible for recording all unresolved construction and design issues as items on the "Issues List"; replacing separate punch lists, e-mails, phone conversations, commissioning lists, or Field Reports. COMMISSIONING AGENT shall maintain the Issues List and tracking issues to resolution and closure. A/E and COUNTY staff shall assist by entering construction, design, and contract deficiencies and help to obtain closure of an issue. The Contractor has the ability to respond and comment on individual issues.
- vi. The following are examples of contract deficiencies, concerns, and problems that require entry into the Issues List:
 1. MEP Inspector's Deficiency reports

2. Construction coordination issues resulting in another Contractor not able to finish their work
 3. A/E Field Report observed deficiencies
 4. Punch Lists or Observation Reports (split the punch list entries into groupings by task)
 5. Substantial Completion Submittals and activities for closeout tracking:
 - a. Operational and Maintenance Manuals
 - b. Record Drawings
 - c. Test and Balance Report deficiencies
 - d. Certificates of Registration or Release
 - e. Training requirements
 6. Design deficiencies
 7. Track Contractor submittal of Construction Verification Checklist, commissioning observation, inspection and noted deficiencies
 8. Track Contractor Functional Performance Testing, commissioning witnessing, reporting and deficiencies.
- vii. COMMISSIONING AGENT shall conduct and document regular scheduled Commissioning Meetings. Following building enclosure, regular Commissioning Meetings will be held through Functional Performance Testing. Commissioning Meetings may be scheduled earlier if building structural or envelope components or site work is commissioned prior to building enclosure. These meetings may be coupled with the weekly construction progress meetings, where applicable.
1. The Contractors, A/E, COMMISSIONING AGENT, and COUNTY staff are required to attend the meetings. Each party is responsible for providing a review of project progress, commissioning issues, and scheduling for all future commissioning tasks. A primary goal of the Commissioning Meetings is to keep on schedule by reviewing the status of the work, identify the impact on the commissioning schedule, and assist trades with coordination of work related to commissioning activities.
 2. The Commissioning Plan, associated milestones, and Issues List will be reviewed and updated at each meeting, along with identifying new issues, assigning responsibility for corrections, and reporting on progress. Following the meetings, the COMMISSIONING AGENT shall update the Issues List and distribute the updated plan, along with Commissioning Meeting minutes, to the meeting participants and those on the distribution list for the construction weekly progress meeting minutes. It is expected that each participant is prepared, provides necessary input, and acts promptly and with good resolution on assigned issues, respecting all parties for commitment to the success of the project.
- viii. The Construction Verification Checklists (CVCs) are a formalized means to provide individual workers the criteria for a successful installation, adherence to the specifications, and easily tracking construction progress. Contractors are responsible for submitting the completed CVCs at a minimum frequency of monthly or more frequently if required by the project. COMMISSIONING AGENT shall verify the CVC construction by spot checking the installed work and reviewing the completed checklists. All deficiencies found are to be corrected by the Contractor. If the verification process identifies a 10% discrepancy rate or more for any component, the Contractor shall revalidate all items covered by that checklist and re-submit the CVCs. COMMISSIONING AGENT shall note any deficiencies discovered and report them on

the Issues List. COMMISSIONING AGENT shall submit the CVCs within the Commissioning Report or with the Record Documents. Contractors are responsible for the costs of subsequent re-verification at COUNTY's discretion.

- ix. All Contractors are responsible for preparing commissioned systems for Functional Performance Testing, including coordination and preliminary testing with other Contractors prior to the formal test witnessed by COMMISSIONING AGENT and A/E. The Contractor preliminary testing should follow the final Functional Performance Test forms. Submittal of the preliminary Functional Performance Test forms by the Contractor demonstrates that systems are installed and function according to the contract documents and informs COUNTY, A/E, and COMMISSIONING AGENT that the system is ready for their witnessing of the functional performance testing.
 1. All Contractors, personnel, equipment, tools, and resources necessary for demonstrating successful operation are to be present during testing.
 2. COUNTY, A/E, and COMMISSIONING AGENT shall witness Functional Performance Testing for all commissioned systems. COMMISSIONING AGENT shall establish a sampling protocol at the time of testing and select sample test locations for identical pieces of equipment. COMMISSIONING AGENT is responsible for recording the results on the final Functional Performance Test reports, recording the deficiencies in the Issues List, and including the Functional Performance Tests in the final Commissioning Report. Deficiencies may be design or construction-related and are subject to retesting until no deficiencies remain. The cost of retesting may be the responsibility of the A/E if design-related, or the Contractor if construction-related, and is subject to deductive Change Order at COUNTY's discretion.
- x. As part of the Functional Performance Testing, A/E and COMMISSIONING AGENT shall review the completed testing and balancing. This includes verification of key operating test data from the test and balance report for primary equipment and a representative sample selected by COMMISSIONING AGENT for secondary equipment, inlets, outlets, etc. COMMISSIONING AGENT is responsible for recording the results in the Functional Performance Test reports and recording the deficiencies in the Issues List. The final Testing and Balancing Report with A/E and COMMISSIONING AGENT review comments is to be submitted to COUNTY.
- xi. Operations and Maintenance Manuals (O&M) are assembled by the Contractor and reviewed by A/E for all projects. Review of O&M manuals is primarily A/E's responsibility and in addition, COMMISSIONING AGENT shall provide a secondary review for completeness and adequacy, forwarding comments to A/E for incorporation into their review. Reference Division 01 General Requirements for O&M Manual format and content requirements. The O&M Manual review comments by A/E and COMMISSIONING AGENT are to be submitted to COUNTY.

c. Required Meetings

- i. Pre-Construction Meeting: This meeting will allow Contractor, A/E, COMMISSIONING AGENT, and COUNTY to coordinate construction schedule, submittal review timelines, critical path items, and discuss any potential challenges for construction. This meeting shall occur prior to construction. There will be one (1) Pre-Construction Meeting for each project, one (1) for the Sustainability Campus project, and one (1) for the RNG Maintenance Shop project.

- ii. Weekly Construction Progress Meetings: This meeting will allow Contractor, A/E, COMMISSIONING AGENT, and COUNTY to ensure timely completion of construction work, address any questions, and coordinate upcoming activities.

Note, once weekly construction progress meetings commence, the bi-weekly check-in meetings are no longer required.

- iii. Commissioning meetings: These meetings aim to keep on schedule by reviewing the status of the work, identify the impact on the commissioning schedule, and assist trades with coordination of work related to commissioning activities. Commissioning meetings shall start upon building enclosure and end after Functional Performance Testing.

d. Deliverables

- i. COMMISSIONING AGENT shall provide an Issues List, as outlined above, at a minimum of weekly for the Sustainability Campus project.
- ii. COMMISSIONING AGENT shall provide comments to O&M Manuals, as outlined above, for the Sustainability Campus project.
- iii. COMMISSIONING AGENT shall provide comments to final Testing and Balancing Report, as outlined above, for the Sustainability Campus project.
- iv. COMMISSIONING AGENT shall provide an Issues List, as outlined above, at a minimum of weekly for the RNG Maintenance Shop project.
- v. COMMISSIONING AGENT shall provide comments to O&M Manuals, as outlined above, for the RNG Maintenance Shop project.
- vi. COMMISSIONING AGENT shall provide comments to final Testing and Balancing Report, as outlined above, for the RNG Maintenance Shop project.

5. Phase 4 – Post Construction Assistance and Documentation

- a. Purpose: The purpose of Construction Assistance and Documentation is to ensure final commissioning documents are recorded in the Commissioning Report and that building operators have received equipment and systems documentation and training.

b. Scope of Work

- i. For each project independently, COMMISSIONING AGENT shall develop and distribute a Commissioning Report. A draft of the report is submitted upon Substantial Completion and a final report upon completion of the Substantial Completion Review Meeting. The final Commissioning Report is submitted to COUNTY Project Manager, A/E, and Contractors.
 - 1. The content of the Commissioning Report shall be clearly defined in the Commissioning Plan and should include contact information for key members of the Commissioning Team, a narrative of the commissioning process, Design Report review comments and resolution, and a statement indicating that all issues are resolved and closed, Functional Performance Testing results, completed owner training reviews, tests and inspection reports for all commissioned systems, equipment, assemblies and building features are required. In addition, include key findings, lessons learned, recommendations, and best practices from the Substantial Completion Review Meeting in the final report.

2. COMMISSIONING AGENT shall also provide a Building Management Plan as part of the Commissioning Report. This Building Management Plan shall be divided by building and include the recommended preventative maintenance schedule on a daily, weekly, monthly, or annual basis, or other frequency within each building. The Building Management Plan shall take the information provided by vendors, the O&M manuals of each system, and other information provided, and compiled into one document that COUNTY staff can easily reference to ensure building systems are maintained properly and working as intended.
- ii. COMMISSIONING AGENT shall attend COUNTY training sessions, provide and collect attendee training evaluation forms, review the training and the evaluations to determine the adequacy of training, identify if any sessions were deemed insufficient, and report to COUNTY. If training is deemed insufficient, the Contractor is responsible for scheduling and costs associated with repeating the training.
 1. Contractor-directed training sessions are to include conference room and site presentations as appropriate, demonstration of systems and equipment, along with review of set-points, and operating parameters. Preventive and routine maintenance procedures and common repairs are to be reviewed.
 2. Sessions are to be videotaped by the Contractor and a flash drive labeled with the training session provided to the COUNTY Project Manager along with a sign off sheet demonstrating receipt by the COUNTY Project Manager.
 - iii. Within 10 months of Substantial Completion and prior to completion of the warranty period, COMMISSIONING AGENT shall coordinate and facilitate a Substantial Completion Review Meeting. The Substantial Completion Review Meeting, being part of the A/E and Contractor's services, is to be included in their cost breakdown with payment retained until completion.
 1. A draft of the Commissioning Report shall be reviewed at this meeting. The intent of the meeting will be to review project design, construction, turnover, operation, and warranty issues. The meeting will also review project safety, schedule, and budget. Project results will be compared with project goals for successes and disappointments to determine what process changes are needed for future improvements, making recommendations, identifying best practices, and documenting findings for the final Commissioning Report. All parties, including Contractors, A/E, and COUNTY personnel, are required to have key project personnel in attendance and are to provide all project-related feedback for this meeting. COMMISSIONING AGENT shall include the Substantial Completion Review Meeting minutes and a summary of the findings in the Commissioning Report.
 - iv. Seasonal Testing is Functional Performance Testing that verifies system capacity and operation at outdoor conditions not present during prior Functional Performance Testing. Seasonal Testing needs to be scheduled and completed when the system / equipment performance matches the seasonal design criteria and the performance can be demonstrated and verified. A/E and COMMISSIONING AGENT shall witness the Seasonal Testing and document the results as they would Functional Performance Testing.

c. Required Meetings

- i. Substantial Completion Review Meeting: This meeting will be to review project design, construction, turnover, operation, warranty issues, project safety, schedule, and budget. There will be one (1) Substantial Completion Review Meeting for each project, one (1) for the Sustainability Campus project, and one (1) for the RNG Maintenance Shop project.

d. Deliverables

- i. COMMISSIONING AGENT shall provide a draft and final Commissioning Report, as outlined above, for the Sustainability Campus project.
- ii. COMMISSIONING AGENT shall provide a draft and final Commissioning Report, as outlined above, for the RNG Maintenance Shop project.

ATTACHMENT C. COMPENSATION SCHEDULE

1. Commissioning Agent fees for Basic Services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

A. COUNTY will pay the Commissioning Agent the following fees:

1. COUNTY will pay the Commissioning Agent a lump sum fee of \$93,910.00 for Sustainability Campus and \$39,390.00 for RNG Maintenance Shop.
 - a. If COUNTY reduces scope after Commissioning Agent has completed services, fees will be reduced for future services, not for services already completed.
 - b. The Commissioning Agent fee for professional services shall be in accordance with the terms of this Agreement and based on the scope of services contained in the Request for Proposals, dated January 14, 2025, including any subsequent Addenda.
 - c. The Commissioning Agent is authorized to proceed through completion of the Construction Documents Phase. The Commissioning Agent Fee is limited to \$21,230.00 for Sustainability Campus and \$7,415.00 for RNG Maintenance Shop, until written instructions to proceed are provided by COUNTY.
2. No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service and approved by COUNTY.

B. The Commissioning Agent's Compensation for Additional Services will be computed as follows:

1. Principals' time at a fixed rate of \$260.00 per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:

Scott Easton

2. Other design staff shall be billed at these fixed rates:

<u>Project Manager:</u>	<u>\$230.00 per hour</u>
<u>Lead Commissioning Engineer:</u>	<u>\$140.00 per hour</u>
<u>Registered Architect:</u>	<u>\$250.00 per hour</u>
<u>Senior Commissioning Engineer:</u>	<u>\$160.00 per hour</u>
<u>Commissioning Agent:</u>	<u>\$115.00 per hour</u>
<u>Commissioning Support:</u>	<u>\$100.00 per hour</u>
<u>Building Performance:</u>	<u>\$180.00 per hour</u>

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

C. Reimbursable Expenses:

1. Reimbursable Expenses are actual, incidental expenses incurred by the Commissioning Agent, its employees or consultants, in the interest of the Project and are not included in overhead costs for the Fees for Basic Services and Additional Services. Reimbursable Expenses shall be incurred or contracted for

only with PRIOR written approval from COUNTY. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment Requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the Commissioning Agent to check the accuracy of and entitlement to the sums requested. There are no markups allowed for Reimbursable Expenses. Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

- a. Expense of reproduction of drawings and specifications, excluding the review sets required in the Scope of Services.
 - b. Expense of State and / or City review fees when required.
2. Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services and Additional Services such as mileage, travel, lodging, replication of drawings for the design development meetings and subsequent design meetings, preliminary and final review document printing, handling and postage, cost of correspondence transmittals, telephone expenses, and CAD / electronic graphic services. Such expenses shall be included as part of the Lump Sum fee.

D. Additional Services:

1. The following services are in addition to but are not covered in Scopes of Services Compensation for these additional services or other services must be requested by the Commissioning Agent, and subsequently approved by COUNTY prior to proceeding with the work. If the additional services are requested after the Agreement has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the effect on the Project schedule and the individuals or firms involved. When authorized, an Agreement Change Order will be used to modify the Commissioning Agent's Agreement.
 - a. Obtaining or participating in third party Value Engineering / Enhancement of the Project when directed by COUNTY.
 - b. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the Commissioning Agent is party thereto.
 - c. Providing specialized design services, including, but not limited to sustainability, vibration, wind or acoustical analysis, or energy modeling.

E. Payments to the Commissioning Agent:

1. Payments of the Commissioning Agent's lump sum will be made monthly, in proportion to services performed as confirmed by COUNTY, to increase the compensation to the following percentages of the lump sum fee at the completion of each phase of the work.

Design Development	10%
Construction Documents & Bidding	30%
Construction & Commissioning	90%
Post-Construction	100%

2. No more than ninety percent (90%) of the Commissioning Agent's lump sum fee shall be paid out prior to substantial completion of the Project. When COUNTY confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, has been satisfactorily completed by the Commissioning Agent, COUNTY will determine how and when the remaining lump sum fee is disbursed.

3. Payments for COUNTY-approved Reimbursable Expenses and Additional Services of the Commissioning Agent, will be made monthly upon request.
4. An Commissioning Agent whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.
 - a. Payments to the Commissioning Agent may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the Commissioning Agent. COUNTY will notify the Commissioning Agent in writing of the alleged, specific damages and amounts involved, on a timely basis.
5. Payments to the Commissioning Agent will not be withheld due to disputes between construction contractor(s) and COUNTY.
6. If the Project is suspended for more than three (3) months in whole or in part, the Commissioning Agent will be paid fees for services performed prior to receipt of written notice from COUNTY of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by COUNTY. If the Project is resumed after being suspended for more than three (3) months, the Commissioning Agent's compensation will be subject to renegotiation.