

Dane County Contract Cover Sheet

Revised 01/2025

Res 276
significant

Dept./Division	Dane County Dept. of Administration- Public Works Engineering		
Vendor Name	Hammel Green and Abrahamson (HGA)	MUNIS #	3261
Brief Contract Title/Description	Commissioning Services for the AEC Exhibition Hall Expansion		
Contract Term	01/30/2026 - 01/30/2031		
Contract Amount	\$284,524.00		

Contract # Admin will assign	16079
Type of Contract	
<input 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	Mike Dunlap	Name	Svein Morner
Phone #	608.279.8934	Phone #	608.332.3066
Email	Dunlap.Michael@danecounty.gov	Email	SMorner@hga.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 # 325017
	<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 # 865	Org: CPAEC	Obj: 51166	Proj:	\$ 284,524.00
		Org:	Obj:	Proj:	\$
	Year 2026	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.	Res # 276
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2025

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	
Draper, Todd	Digitally signed by Draper, Todd Date: 2025.12.15 09:18:31 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/19/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 22, 2025 11:40 AM
To: Hicklin, Charles; Patten, Peter; Pabellon, Carlos
Cc: Oby, Joe
Subject: Contract #16079
Attachments: 16079.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/22/2025 11:44 AM	Approve: 12/22/2025 11:44 AM
	Patten, Peter	Read: 12/22/2025 11:49 AM	Approve: 12/22/2025 11:49 AM
	Pabellon, Carlos		Approve: 12/22/2025 12:19 PM
	Oby, Joe		

Carlos – Joshua is out of the office until 12/29 so I'm asking that you sign off on this one for Risk Management as well.

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

Contract #16079
Department: Public Works
Vendor: Hammel Green & Abrahamson
Contract Description: Commissioning Services for the AEC Exhibition Hall Expansion (Res 276)
Contract Term: 1/30/26 – 1/30/2031
Contract Amount: \$284,524.00

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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AWARD OF AGREEMENT FOR THE COMMISSIONING OF THE ALLIANT ENERGY CENTER
EXHIBITION HALL EXPANSION AT 1919 ALLIANT ENERGY CENTER WAY, MADISON, WI

The Department of Administration-Public Works Engineering Division reports the receipt of Proposals for Commissioning of the Alliant Energy Center Exhibition Hall Expansion, 1919 Alliant Energy Center Way, Madison, WI; Project# 325017.

A complete tabulation is on file at the Department of Administration-Public Works Engineering Division.
An Agreement has been negotiated with:

Hammel, Green and Abrahamson, Inc. (HGA)
7475 Hubbard Avenue, Suite 201
Middleton, WI 53562

Total: \$284,524.00

The Public Works staff finds the amount to be reasonable and recommends the Agreement be awarded to Hammel, Green and Abrahamson, Inc. (HGA).

There are sufficient funds available for this project. The term of the borrowing used to support this project will be 10 years.

NOW, THEREFORE, BE IT RESOLVED that the Agreement be awarded to Hammel, Green and Abrahamson, Inc. (HGA) in the amount of \$284,524.00;

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 Administration-Public Works Engineering Division be directed to ensure complete performance of the Agreement.



COUNTY OF DANE PROFESSIONAL SERVICES AGREEMENT

Date: 12/15/2025

Project No: 325017

Agreement No: **16079**

THIS AGREEMENT is between the County of Dane, by its Department of Administration- Public Works Engineering Division, hereinafter referred to as "COUNTY", and Hammel, Green and Abrahamson, Inc. (HGA), 7475 Hubbard Avenue, Suite 201, Middleton, WI 53562 hereinafter called the "COMMISSIONING PROVIDER".

WITNESSETH

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

Alliant Energy Center Exhibition Hall Expansion - CXP

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

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the **COMMISSIONING PROVIDER** 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 PROVIDER** have executed this Agreement as of the above date.

HGA, INC.

Svein Morner

Signature

Date

Svein Morner

Printed Name

Vice President

Title

41-0778838

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Melissa Agard, County Executive

Date

Scott McDonell, County Clerk

Date

ARTICLE 1: SCOPE OF AGREEMENT

1. 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 PROVIDER shall be governed by the following Terms and Conditions.
2. The COMMISSIONING PROVIDER 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.
3. The COMMISSIONING PROVIDER 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 PROVIDER 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 PROVIDER is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
4. 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.
5. By accepting this Agreement, the COMMISSIONING PROVIDER 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.
6. The COMMISSIONING PROVIDER 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.
7. The COMMISSIONING PROVIDER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the COMMISSIONING PROVIDER 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 PROVIDER 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.
8. 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.
9. The COMMISSIONING PROVIDER may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
10. In the performance of this Agreement, the COMMISSIONING PROVIDER 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 PROVIDER 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 PROVIDER 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.



11. 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 COMMISSIONING PROVIDER'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 Administration- Public Works Engineering Division, the architect / engineering design team (A/E) & the commissioning provider (CxP) if applicable. Occasionally, others may join or provide input to this team.
6. Project Committee (if applicable): A group of individuals selected by the Chair of the respective Committee. The COMMISSIONING PROVIDER shall be present & provide input for the meetings of this group.

ARTICLE 2: COUNTY'S RESPONSIBILITIES

1. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
2. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the Project.
3. 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 PROVIDER data or documents known to COUNTY or requested by the COMMISSIONING PROVIDER, which may be needed for the fulfillment of the professional responsibility of the COMMISSIONING PROVIDER. Documents provided by COUNTY shall not relieve the COMMISSIONING PROVIDER from the responsibility for conducting a field survey to verify existing conditions as specified herein.
4. COUNTY will communicate to the COMMISSIONING PROVIDER the format of the documents required to be submitted.
5. COUNTY will examine documents submitted by the COMMISSIONING PROVIDER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the COMMISSIONING PROVIDER's work. COUNTY will coordinate review comments from the COMMISSIONING PROVIDER and COUNTY staff prior to issuance to the COMMISSIONING PROVIDER.
6. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
7. COUNTY will prepare and process the Agreements between COUNTY and COMMISSIONING PROVIDER, and between COUNTY and construction contractor(s).
8. 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.

ARTICLE 3: ACCOUNTING RECORDS

1. Records of the COMMISSIONING PROVIDER'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 PROVIDER.



ARTICLE 4: TERMINATION OF AGREEMENT

1. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the COMMISSIONING PROVIDER. In the event of termination, the COMMISSIONING PROVIDER 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.
2. In the event the Agreement between the COMMISSIONING PROVIDER and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the COMMISSIONING PROVIDER.

ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

1. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the COMMISSIONING PROVIDER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the COMMISSIONING PROVIDER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
2. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the COMMISSIONING PROVIDER. If COUNTY uses or modifies documents without involvement or written consent of the COMMISSIONING PROVIDER or its sub-consultant(s), COUNTY shall remove name and signatures of the COMMISSIONING PROVIDER 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 PROVIDER or its sub-consultant(s).
3. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the COUNTY or generated by the COMMISSIONING PROVIDER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
4. 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 PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER shall, unless prohibited by law, promptly notify the COUNTY of such request.

ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

1. COMMISSIONING PROVIDER 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 PROVIDER 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 PROVIDER, 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 PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

1. The COMMISSIONING PROVIDER 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 PROVIDER shall provide up-to-date, accurate professional liability information on the COMMISSIONING PROVIDER's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the COMMISSIONING PROVIDER 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 PROVIDER shall not cancel or materially alter this coverage without prior written approval by COUNTY. The COMMISSIONING PROVIDER shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

ARTICLE 8: OTHER INSURANCE

1. The COMMISSIONING PROVIDER and its consultants retained under terms of this Agreement shall:
 1. Maintain Worker's Compensation Insurance:
 1. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the COMMISSIONING PROVIDER's and consultant's employees engaged in work associated with the Project under this Agreement.
 2. 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 PROVIDER 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.

ARTICLE 9: MISCELLANEOUS PROVISIONS

1. COMMISSIONING PROVIDER 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.
2. Legal Relations: The COMMISSIONING PROVIDER 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.



3. Approvals or Inspections: None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the COMMISSIONING PROVIDER 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.
4. Successors, Subrogees and Assigns: COUNTY and COMMISSIONING PROVIDER 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.
5. Claims: COMMISSIONING PROVIDER'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 Department of Administration- Public Works Engineering Division for review and resolution. The decision of the Director of the Department of Administration- Public Works Engineering Division 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.
6. Amendment of Agreement: This Agreement may be amended in writing by both COUNTY and COMMISSIONING PROVIDER.
7. 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.
8. 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.
9. 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.
10. 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 PROVIDER. COMMISSIONING PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by COMMISSIONING PROVIDER is authentic.
 1. This Agreement has no effect until signed by both parties. The submission of this Agreement to COMMISSIONING PROVIDER for examination does not constitute an offer. COMMISSIONING PROVIDER 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.

ARTICLE 10: NONDISCRIMINATION IN EMPLOYMENT

1. During the term of this Agreement, COMMISSIONING PROVIDER 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 PROVIDER 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.

2. Civil Rights Compliance:

1. If COMMISSIONING PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the COMMISSIONING PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER's Plan is sufficient.
2. COMMISSIONING PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. COMMISSIONING PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the COMMISSIONING PROVIDER. COMMISSIONING PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. COMMISSIONING PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. COMMISSIONING PROVIDER shall post the Equal Opportunity Policy, the name of COMMISSIONING PROVIDER'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 PROVIDER 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 PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.



Scope of Services

The following definitions and links are used throughout the RFP.

- **County:** Dane County
- **County Agency:** Department/Division utilizing the service or product.
- **Dane County Purchasing website:** <https://www.danepurchasing.com/>
- **Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

4.1. General Overview

1. The CXP, from this point on referred to as (COMMISSIONING PROVIDER) shall provide services in each of the following phases:
 - Construction Documents Phase
 - Bidding Phase
 - Construction Phase
 - Post Construction Phase
2. Refer to the appropriate Section for detailed information regarding communication protocols and meeting expectations for each Phase of this Project. Assume meetings are one (1) hour in length, unless otherwise noted.
3. An assigned COUNTY Project Manager will be the COMMISSIONING PROVIDER's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
4. The COMMISSIONING PROVIDER shall create a log of all COUNTY and COMMISSIONING PROVIDER generated design changes resulting from meetings and communications from COUNTY. Keep this log throughout the entire design process and submit it to COUNTY every two (2) months.
5. The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
6. It is the responsibility of the COMMISSIONING PROVIDER to provide COUNTY with a data request, prior to starting Work. COUNTY will provide all available reports, record documents, boring logs, site drawings and specifications, etc. to selected COMMISSIONING PROVIDER firm. Drawings and specifications may not be complete or in an as-built condition. COMMISSIONING PROVIDER firm will need to confirm accuracy of drawings and specifications. COUNTY will provide any necessary hazardous material protection or abatement.
7. Document Review and Submittals (Drawings, Specifications, Project Manuals, Design Reports, etc.) must be in PDF file format (.pdf) using Adobe Acrobat 2020 or previous compatible version. It is recommended to minimize the pdf file size by converting files from AutoCAD or other programs rather than scanning.
 - Microsoft Word files (.doc) should be generated in Word 2016 or previous compatible version
 - Microsoft Excel files (.xls) should be generated in Excel 2016 or previous compatible version
 - Drawing files (.dwg) should be generated in AutoCAD 2019 or previous compatible version, and must include x-refs or base plan sheets, the Plot Style Table (ctb file) used to print drawings, and any external data from non-AutoCAD programs (e.g., Excel or Word)
 - Documents must be delivered to Dane County electronically via email or SharePoint, and unless noted otherwise, assume two (2) weeks for initial review and one (1) week for each review iteration

TABLE 1 - COMMISSIONING ACTIVITIES / SERVICES



The following activities correspond to Dane County's Commissioning Policy & Procedures that can be found in the Commissioning Provider Professional Services Agreement, which should be referenced for more detailed descriptions of the required services.

REQUIREMENTS

DESIGN PHASE	
<input type="checkbox"/>	Review Basis of Design documents to evaluate if construction documents meet Owner's Project Requirements and guidelines.
<input checked="" type="checkbox"/>	Provide input to A/E for inclusion in the Construction Verification Checklists and Functional Performance Test forms into the Project Manual.
<input checked="" type="checkbox"/>	Review preliminary design documents (Schematic Design & Design Development) to evaluate and comment on the design meeting the Owner's Project Requirements and project goals.
<input checked="" type="checkbox"/>	Develop a Commissioning Plan identifying the commissioning team, procedures, system tests, test sampling, milestones and responsibilities.
<input checked="" type="checkbox"/>	Review final design documents (Construction Documents) to ensure incorporation of review comments, elimination of construction ambiguities and completeness of the Construction Verification Checklists and Functional Performance Test Forms.
<input checked="" type="checkbox"/>	Review Construction Documents for inclusion of Dane County & CxP comments
<input type="checkbox"/>	Not Applicable
CONSTRUCTION PHASE	
<input checked="" type="checkbox"/>	Attend and participate in the Construction Progress Meetings and lead the commissioning team of contractors and consultants. Provide Commissioning Plan overview at the Pre-Construction Meeting.
<input checked="" type="checkbox"/>	Review Contractor's Quality Control Plan, comment to Public Works & incorporate into Commissioning Plan.
<input checked="" type="checkbox"/>	Conduct regularly scheduled commissioning meetings and regularly update the Commissioning Plan tracking status and responsibilities.
<input checked="" type="checkbox"/>	Enter construction, functional performance, design discrepancies, etc. into a CxP Issues List for Public Works, A/E & CM. Track the issues to help move the issue to correction. When Contractor, A/E, CM or Public Works indicates an issue is corrected, verify and close the issue within Issues List.
<input checked="" type="checkbox"/>	Perform field checks of the Contractor completed Construction Verification Checklists. Enter non-conformance items into the CxP Issues List. If there is more than a 10% deficiency, Contractor to correct and CxP to recheck.
<input checked="" type="checkbox"/>	Establish sampling protocol for Functional Performance Testing. Witness, record and document the testing and report any deficiencies on the CxP Issues List.
<input checked="" type="checkbox"/>	Review HVAC testing, adjusting and balancing report, field verify with contractor, report deficiencies on the CxP Issues List, track issues to resolution, verify corrections and close the issues.
<input checked="" type="checkbox"/>	Review Operations and Maintenance Manuals and provide comments to the A/E so they can include with all other review comments.
<input type="checkbox"/>	Attend training sessions as necessary, provide and collect attendee evaluation forms and evaluate training to ensure training is adequate.
<input checked="" type="checkbox"/>	Complete draft Commissioning Report and distribute to Public Works, A/E, and CM (if applicable).
<input type="checkbox"/>	Not Applicable
POST-CONSTRUCTION PHASE	
<input checked="" type="checkbox"/>	Witness the Seasonal Functional Performance Testing, document the results and enter deficiencies into the CxP Issues List and provide follow-up through closure.
<input checked="" type="checkbox"/>	Complete final Commissioning Report and distribute to Public Works, A/E, and CM (if applicable).
<input type="checkbox"/>	Not Applicable



TABLE 2 - SYSTEMS TO BE COMMISIONED

DIVISIONS 3 THROUGH 8 -GENERAL CONSTRUCTION		DIVISION 23 - HEATING, VENTILATING & AIR CONDITIONING (HVAC)		DIVISION 26 - ELECTRICAL	
<input type="checkbox"/>	Concrete	<input checked="" type="checkbox"/>	Temp. Control & Building Automation Systems	<input checked="" type="checkbox"/>	Lighting & Daylighting Controls
<input type="checkbox"/>	Masonry	<input checked="" type="checkbox"/>	Testing & Balancing	<input type="checkbox"/>	Lighting Fixtures & Contactors
<input type="checkbox"/>	Waterproofing	<input checked="" type="checkbox"/>	Variable Frequency Drives	<input checked="" type="checkbox"/>	Exterior Site Lighting & Controls
<input type="checkbox"/>	Thermal Protection	<input checked="" type="checkbox"/>	Piping Systems, Valves & Specialties	<input type="checkbox"/>	Conductors, Conduit, Raceway & Cable Tray
<input checked="" type="checkbox"/>	Building Envelope Sealing & Infiltration	<input checked="" type="checkbox"/>	Pumps	<input checked="" type="checkbox"/>	Grounding & Bonding
<input checked="" type="checkbox"/>	Roofing	<input type="checkbox"/>	Ductwork, Duct Accessories & Casing Systems	<input checked="" type="checkbox"/>	Switchboards & Panelboards
<input type="checkbox"/>	Doors & Windows	<input type="checkbox"/>	Filtration	<input type="checkbox"/>	Motor Starters & Motor Control Centers
<input type="checkbox"/>	Div. 11 - Equipment	<input checked="" type="checkbox"/>	Coils & Heat Exchangers	<input type="checkbox"/>	Disconnect Switches & Circuit Breakers
<input type="checkbox"/>	Div. 13 - Special Construction	<input checked="" type="checkbox"/>	Fans & Air Handlers	<input type="checkbox"/>	Wiring Devices, Switches, Receptacles, Etc.
<input type="checkbox"/>	Div. 14 - Conveying Equipment	<input checked="" type="checkbox"/>	Compressors& Condensing Units	<input checked="" type="checkbox"/>	Generators & Transfer Switches
DIVISION 21 - FIRE SUPPRESSION		<input checked="" type="checkbox"/>	Chillers & Cooling Towers	<input checked="" type="checkbox"/>	Metering / Submetering
<input type="checkbox"/>	Sprinkler & Standpipe Systems	<input checked="" type="checkbox"/>	Room Air Conditioning Equipment	<input checked="" type="checkbox"/>	Surge Protective Devices
<input checked="" type="checkbox"/>	Fire Pumps& Controls	<input checked="" type="checkbox"/>	Boilers & Fuel Fired Equipment	<input type="checkbox"/>	Transformers
DIVISION 22 - PLUMBING		<input checked="" type="checkbox"/>	Terminal Units	<input type="checkbox"/>	Medium Voltage Switchgear
<input type="checkbox"/>	Domestic Water Systems	<input checked="" type="checkbox"/>	Fan Coils, Unit Ventilators, Unit Heaters	DIVISION 27 - COMMUNICATIONS	
<input checked="" type="checkbox"/>	Domestic Hot Water Systems	<input type="checkbox"/>	Energy Recovery Systems	<input checked="" type="checkbox"/>	Communication Cabling, Outlets & Equipment
<input type="checkbox"/>	Plumbing Equipment	<input checked="" type="checkbox"/>	Smoke Control Systems	<input checked="" type="checkbox"/>	Audio / Visual Systems
<input type="checkbox"/>	Plumbing Fixtures			DIVISION 28 - ELECTRONIC SAFETY & SECURITY	
<input type="checkbox"/>	Fuel Piping Systems			<input checked="" type="checkbox"/>	Fire Alarm Systems
<input checked="" type="checkbox"/>	Food Service Equipment			<input type="checkbox"/>	Access Control Systems
				<input checked="" type="checkbox"/>	Video Surveillance Systems
				DIVISIONS 32 & 33 - EXTERIOR IMPROVEMENTS & UTILITIES	
				<input type="checkbox"/>	Bioretention Systems ("Blue Roof")
				<input type="checkbox"/>	Water Distribution Systems
				<input type="checkbox"/>	Sanitary Sewer & Storm Drainage Systems
				<input type="checkbox"/>	Fuel Storage & Distribution Systems



4.2. Construction Documents Phase

1. The COMMISSIONING PROVIDER is responsible for the development and periodic updating of a Commissioning Plan throughout the project. The COMMISSIONING PROVIDER solicits and incorporates periodic input from COUNTY, the Occupying Agency, A/E and contractors in developing and updating the plan. The initial, or draft plan will be due at or before the 60% Construction Documents for review by COUNTY, the Occupying Agency and A/E. Comments received at the Final Review are to be incorporated into the plan prior to the pre-construction meeting. The plan is used to coordinate commissioning activities throughout the project.
2. The Commissioning Plan should at a minimum include the following information:
 1. Contact information for key members of the Commissioning Team.
 2. Description of procedures to be utilized for each commissioning task.
 3. List of commissioned systems and associated equipment.
 4. Functional Performance Test sampling approach.
 5. List of responsibilities for each party involved in the commissioning process.
 6. Commissioning milestones, tracking of commissioning progress and schedule.
3. For the 60%, 95% & 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 the A/E 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, the A/E provides final editing and test forms to the contractor at the time of the submittal review for that equipment or system.
4. Along with COUNTY and the Occupying Agency and COMMISSIONING PROVIDER will review the 60%, 95% & Final Construction Documents.

4.3. Bidding Phase

1. The Bidding Phase shall commence with the publication of the Invitation to Bid and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.
2. The COMMISSIONING PROVIDER shall answer all applicable pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY to authorize, print and distribute as appropriate.
3. During bidding, the COMMISSIONING PROVIDER reviews 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, the COMMISSIONING PROVIDER works with COUNTY and the A/E to resolve the discrepancies either during the bid period by Addenda or immediately following the award of the construction contracts.
4. At the pre-bid tour, the Public Works Project Manager, A/E and COMMISSIONING PROVIDER 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 Public Works Project Manager, A/E and COMMISSIONING PROVIDER jointly prepare the documents and conduct the pre-bid tour.



4.4. Construction Phase

1. An assigned COUNTY Project Manager from the Department of Administration- Public Works Engineering Division will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY approved COMMISSIONING PROVIDER representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.
2. After the award of the construction contract(s), the COMMISSIONING PROVIDER shall become an on-site technical and professional advisor to COUNTY. In this capacity the COMMISSIONING PROVIDER will have continuous access to the site. The COMMISSIONING PROVIDER, through COUNTY's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY.
 1. When requested and specifically contracted for by COUNTY, the COMMISSIONING PROVIDER shall provide a representative who shall be qualified in construction administration and subject to the approval of COUNTY. On projects for which COUNTY does not authorize full-time, on-site representation, the COMMISSIONING PROVIDER shall provide a COUNTY-approved person, with suitable experience in the construction process to visit the site in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The COMMISSIONING PROVIDER shall keep COUNTY informed of the progress and quality of the work based on on-site observations and shall endeavor to protect COUNTY against defects and deficiencies in the work.
 2. Either the Commissioning Provider or its Consultants shall provide construction phase site visit services, as dictated below; attend a pre-construction meeting, weekly progress meetings for duration of construction and final inspection to determine if completed work is according to plans and specifications. Conduct site visits at essential times during the construction phase. Site visit is close-up observation of current building elements in process of being constructed. Additional site visits necessitated by Commissioning Provider's error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on part of lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY.
 3. Immediately following the pre-construction meeting and prior to the start of construction, the COMMISSIONING PROVIDER shall review the proposed schedule for submittals from the construction contractor(s). The COMMISSIONING PROVIDER shall assess the timing feasibility of such submittals relative to the construction schedule and review needed, and advise COUNTY in writing accordingly.
 1. The COMMISSIONING PROVIDER shall be responsible for the professional review of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the COMMISSIONING PROVIDER shall be brought to the attention of COUNTY's Project Representative and concurrence received from COUNTY before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY's Project Representative, must be completed within five (5) business days of receipt.



Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY and COMMISSIONING PROVIDER at the start of construction. The COMMISSIONING PROVIDER is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the COMMISSIONING PROVIDER.

2. The COMMISSIONING PROVIDER shall also review the results of all testing conducted during or after construction and report to COUNTY whether these results meet the design intent and the requirements of the Construction Documents.
4. The COMMISSIONING PROVIDER's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager in writing.
 1. The COMMISSIONING PROVIDER shall be responsible for the coordination and performance of on-site services performed by consultants employed by the COMMISSIONING PROVIDER and shall review reports and other data submitted by such consultants. The COMMISSIONING PROVIDER and each consultant engaged under Article 1.G. must complete ATTACHMENT A: CONSULTANT AGREEMENT, for each subconsultant. Attachment A can be obtained and downloaded with submission of proposal in electronic procurement portal. COMMISSIONING PROVIDER shall visit the job site as delineated in SCOPE OF SERVICES Construction Phase Section B.2 (a-j). The COMMISSIONING PROVIDER shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform COUNTY. Site visits shall coincide with crucial times of the construction for the specialty area involved.
 2. Following construction site visits, the COMMISSIONING PROVIDER shall make routine, written status, or field reports detailing observations and activities on the Project, at such intervals as is elsewhere herein established and in a format approved by COUNTY. The COMMISSIONING PROVIDER shall submit the reports within three (3) business days of the site visit by the COMMISSIONING PROVIDER's representative. Reporting requirements for full-time, on-site representation shall be established by each Agreement for such professional services.
 3. The COMMISSIONING PROVIDER's site representative will receive copies of reports submitted by the General Contractor and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY.
 4. If it becomes necessary during construction, to interpret, construe, clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the COMMISSIONING PROVIDER acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.
 5. Should the COMMISSIONING PROVIDER become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager shall be immediately notified in writing. It is appropriate for the COMMISSIONING PROVIDER to also immediately advise the contractors



of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY. The COMMISSIONING PROVIDER shall furnish such data as necessary to inform COUNTY of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and Construction Budget, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the COMMISSIONING PROVIDER's recommendation. This assumption of responsibility by COUNTY shall not relieve the COMMISSIONING PROVIDER or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

6. If the COMMISSIONING PROVIDER considers suspension of construction work appropriate, the COMMISSIONING PROVIDER shall notify COUNTY in writing and state the reasons, which, in the professional opinion of the COMMISSIONING PROVIDER, justify such action.
5. Issues List - Tracking and Resolution
 1. The COMMISSIONING PROVIDER, 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. The COMMISSIONING PROVIDER is expected to take the lead on maintaining the Issues List and tracking the issues to resolution and closure. The A/E and COUNTY staff 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.
 2. 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. Examples: Paint touch-ups – one entry, if it's a short list, enter the details into the issue description field. If it's a long list, enter a description of the overall deficiency, then attach the detailed list to the issue by using the view/edit attachment feature. Examples of possible groupings - door hardware, VAV boxes, ceiling installation, cabinetry concerns, etc.);
 5. Substantial Completion Submittals and activities for closeout tracking:
 1. Operational and Maintenance Manuals;
 2. Record Drawings;
 3. Test and Balance Report deficiencies;
 4. Certificates of Registration or Release; &
 5. Training requirements, etc;
 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.
6. Construction Verification



1. 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 filled out CVCs at a minimum frequency of monthly or more frequently if required by the project. The COMMISSIONING PROVIDER verifies 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. The COMMISSIONING PROVIDER notes any deficiencies discovered and reports them on the Issues List. The COMMISSIONING PROVIDER submits 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.
7. Functional Performance Testing
 1. 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 the COMMISSIONING PROVIDER 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, COMMISSIONING PROVIDER, and the Occupying Agency that the system is ready for their witnessing of the functional performance testing.
 2. All contractors, personnel, equipment, tools, and resources necessary for demonstrating successful operation are to be present during testing.
 3. The COUNTY, A/E, and COMMISSIONING PROVIDER witness Functional Performance Testing for all commissioned systems. Occupying Agencies are encouraged to participate as well. The COMMISSIONING PROVIDER establishes a sampling protocol at the time of testing and selects sample test locations for identical pieces of equipment. The COMMISSIONING PROVIDER 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. Retesting costs for COMMISSIONING PROVIDER will need prior approval by COUNTY.
8. Testing, Adjusting, and Balancing (TAB) Verification
 1. As part of the Functional Performance Testing, the A/E, and COMMISSIONING PROVIDER are responsible for review of 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 the COMMISSIONING PROVIDER for secondary equipment, inlets, outlets, etc. The COMMISSIONING PROVIDER 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 PROVIDER review comments is to be submitted to COUNTY.

9. Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY in the preparation of the documents or design shall be the responsibility of the COMMISSIONING PROVIDER or its consultants, without additional cost to COUNTY.
10. The COMMISSIONING PROVIDER shall review requests for information (RFIs) and shall respond within five (5) business days.
11. The COMMISSIONING PROVIDER shall develop appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager. The COMMISSIONING PROVIDER shall then evaluate the CB proposals received from the construction contractors and provide COUNTY with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.
12. The COMMISSIONING PROVIDER shall review all change order proposals submitted by General Contractor. COMMISSIONING PROVIDER shall determine if scope of work is warranted & estimate of submitted costs are in line with current market conditions. COMMISSIONING PROVIDER shall work with COUNTY Project Manager & General Contractor to come to an agreement if there are differences of opinion on scope or costs.
13. The COMMISSIONING PROVIDER shall assist in the preparation of applications for energy incentive programs, when applicable.
14. Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the COMMISSIONING PROVIDER shall observe the construction and provide a written punchlist to the COUNTY Project Manager. The COUNTY Project Manager will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the COMMISSIONING PROVIDER shall perform or witness and document functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The COMMISSIONING PROVIDER shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The COMMISSIONING PROVIDER shall prepare and distribute the Certificate of Substantial Completion when appropriate.
15. COUNTY will provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the Project, General Contractor will submit its marked-up as-built documents to the COMMISSIONING PROVIDER who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY as



outlined in per the Document Review and Submittals guideline in General Overview Section 4.1.H. This work shall be completed and submitted to COUNTY within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the COMMISSIONING PROVIDER to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to the COUNTY at the same time as the Record Documents.

1. Record Documents deliverables as outlined below shall be submitted to COUNTY Project Manager electronically, per the Document Review and Submittals guideline in General Overview Section 4.1.H:
 1. Electronic version of Drawings and Project Manual ;
 2. Each drawing sheet shall be complete with x-refs or base plan sheets, including the Plot Style Table (ctp file) used to print drawings; and
 3. All external data from non-AutoCAD programs (e.g., Excel or Word)
16. The COMMISSIONING PROVIDER shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the Project, both powered and manual. An electronic copy of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:
 1. Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and
 2. Temperature Control Record Drawings, Test and Balance Reports and Equipment Data Sheets including recommended maintenance procedures.
17. It is not intended by this Agreement to impose upon the COMMISSIONING PROVIDER the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the COMMISSIONING PROVIDER the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the COMMISSIONING PROVIDER. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the COMMISSIONING PROVIDER or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

4.5. Post Construction Phase

1. Commissioning Report
 1. The COMMISSIONING PROVIDER is responsible for developing and distributing 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 Public Works Project Manager, the Occupying Agency, A/E and contractors.
 2. The content of the Commissioning Report should be clearly defined in the Commissioning Plan. Include contact information for key members of the Commissioning Team, a narrative of the commissioning process, COUNTY's Project Requirements, basis of design / design concept, design 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. Substantial Completion Review Meeting

1. Within 10 months of Substantial Completion and prior to completion of the warranty period, the COMMISSIONING PROVIDER 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.
2. 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 COUNTY, and Occupying Agency personnel, are required to have key project personnel in attendance and are to provide all project-related feedback for this meeting. The COMMISSIONING PROVIDER includes the Substantial Completion meeting minutes and a summary of the findings in the Commissioning Report.

3. Seasonal Testing

1. 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. The A/E and COMMISSIONING PROVIDER witness the Seasonal Testing and document the results as they would Functional Performance Testing.
4. The A/E, Engineer and/or Consultant shall work closely with the COMMISSIONING PROVIDER & incorporate all requirements into reviews, Construction Documents, & start-up procedures.
5. All building elements, equipment & systems shall be complete and operating. System start-up, testing, balancing and satisfactory system performance is the responsibility of the General Contractor. This includes all calibration and adjustment of all system controls, balancing of loads, troubleshooting and verification of software and necessary final adjustments.
6. All operating conditions and control sequences shall be tested, adjusted & signed off as complete by the COMMISSIONING PROVIDER & COUNTY during the start-up period.



Compensation Schedule

COMMISSIONING PROVIDER fees for Basic Services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:

1. COUNTY will pay the COMMISSIONING PROVIDER the following fees:
 1. COUNTY will pay the COMMISSIONING PROVIDER a lump sum fee of **\$284,524.00**
 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. When the COMMISSIONING PROVIDER's Design Report Construction Opinion of Probable Cost indicates a revised Construction Budget and such revision is approved by COUNTY, the amount of the lump sum fee may be renegotiated.
 3. Compensation for any revisions of project scope & necessary rebidding based lowest acceptable construction bids exceeding the Construction Opinion of Probable Cost approved at Construction Documents Phase shall be as described in "Bidding Phase" in Section-Scope of Services.
2. The COMMISSIONING PROVIDER's Compensation for Additional Services will be computed as follows:
 1. Principals' time (Svein Morner) at a fixed rate of **\$349** per hour, unless separate amounts are provided for each Principal. For the purposes of this Agreement, the Principals are:
 2. Other design staff shall be billed at the fixed rates as shown in the below table se fixed rates:
 - Cory Powers \$306 /hr
 - Matthew Freitas \$287 /hr
 - Wade Cooper \$252 /hr
 - Dan Maki, Facility Engineering, Inc \$240 /hr
 - Andy DeRocher \$233 /hr
 - Russell Knudson \$232 /hr
 - Michael Barnett \$220 /hr
 - Brian Kuhn \$214 /hr
 - Gwendolyn Bromme \$211 /hr
 - Chris Iacono \$210 /hr
 - Alexander Harris \$209 /hr
 - Michael Schwing \$202 /hr
 - Elizabeth LeRiche \$164 /hr
 - Drew Dillmann \$147 /hr
 - Amanda Wendling \$146 /hr
 - Intern \$55 /hr
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.
3. Reimbursable Expenses:
 1. Reimbursable Expenses are actual, incidental expenses incurred by the COMMISSIONING PROVIDER, 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 PROVIDER 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:

1. Expense of reproduction of drawings and specifications, excluding the review sets required in the Section- Scope of Services.
 2. Expense of a site survey when needed.
 3. Expense of a geotechnical investigation and soils & material testing when required.
 4. 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.
4. 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 PROVIDER, 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 PROVIDER's Agreement.
 1. Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
 2. Revising previously approved drawings, specifications or other documents after written approval of Design Development Phase, to accomplish changes not initiated by the COMMISSIONING PROVIDER other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.
 3. Preparing detailed models, perspective or renderings.
 4. Preparing documents for alternate bids or petitions for waiver when requested by COUNTY and, requiring significant additional time and expense on the part of the COMMISSIONING PROVIDER or its consultants.
 5. Obtaining or participating in third party Value Engineering / Enhancement of the Project when directed by COUNTY.
 6. Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
 7. Providing services requested by COUNTY for or in connection with the selection of specific movable furniture, fixtures and equipment (FF&E) by the User Agency during the Construction Phase if not written into project scope.



8. 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 PROVIDER is party thereto.
 9. Providing historical preservation research or documentation.
 10. Providing specialized design services, including, but not limited to sustainability, vibration, wind or acoustical analysis, energy modeling.
 11. Participation in post-project evaluations.
 12. Preparing multiple bid packages.
5. Payments to the COMMISSIONING PROVIDER:
1. Payments of the COMMISSIONING PROVIDER's lump sum and/or percentage of Construction Budget fee 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 and / or percentage of Construction Budget fee at the completion of each phase of the work.
 - Construction Documents Phase 35%
 - Bidding Phase 45%
 - Construction Phase 95%
 - Post Construction Phase 100%
 2. No more than ninety percent (95%) of the COMMISSIONING PROVIDER'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 PROVIDER, 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 PROVIDER, will be made monthly upon request.
 4. A COMMISSIONING PROVIDER 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.
 1. Payments to the COMMISSIONING PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the COMMISSIONING PROVIDER. COUNTY will notify the COMMISSIONING PROVIDER in writing of the alleged, specific damages and amounts involved, on a timely basis.
 5. Payments to the COMMISSIONING PROVIDER 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 PROVIDER 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 PROVIDER's compensation will be subject to renegotiation.

