

RFP NO. 318028



DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

**PUBLIC WORKS
ENGINEERING DIVISION**
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 318028
JAIL CONSOLIDATION
BUILDING COMMISSIONING CONSULTING SERVICES
PUBLIC SAFETY BUILDING
115 WEST DOTY STREET
MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, FEBRUARY 20, 2020 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

TODD DRAPER, PROJECT MANAGER
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: DRAPER@COUNTYOFDANE.COM



Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Deputy Director
Todd Draper

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533

https://pwht.countyofdane.com/public_works.aspx#engineering

January 10, 2020

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 319028 to provide professional consulting services for Building Commissioning Services for the Dane County Jail Consolidation - Public Safety Building. The Proposals are due on or before **2:00 p.m., Thursday, February 20, 2020.**

OVERVIEW

The project is to provide commissioning services as Owner's agent and advocate for the design and construction of the Jail Consolidation project in Madison, Wisconsin. The project consists of consolidating the detention facilities in the Public Safety Building Jail, the City-County Building Jail & the Ferris Huber Center. There are other Dane County Sheriff's Office divisions & services areas that will be modified by this project as well.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) unbound original hard copy, four (4) bound hard copies and an electronic version on a USB flash drive or compact disk. Follow these instructions when submitting your proposal:

1. Place the signed Proposal Form on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Proposal Form as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

Proposal No. 318028
Building Commissioning Services
Dane County Jail Consolidation
February 20, 2020, 2:00 p.m.

5. Mail or deliver to:
Todd Draper, Project Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Todd Draper at 608/267-0119 or send email to draper@countyofdane.com.

Sincerely,

Todd Draper

Project Manager

Enclosure: Request for Proposals No. 318028 Package

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REQUEST FOR PROPOSAL

LEGAL NOTICE

Dane County Dept. of Public Works, Hwy & Transp., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

2:00 P.M., THURSDAY, FEBRUARY 20, 2020

RFP NO. 318028

BLDG. COMMISSIONING SERVICES

DANE CO. JAIL CONSOLIDATION

PUBLIC SAFETY BLDG

115 W.DOTY ST., MADISON, WI

Dane County is inviting Proposals for professional consulting services. This project will substantially remodel the existing bldg & add a new ten-story bldg adjacent & attached to it. Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m. on Jan. 10, 2020** by downloading it from bids-pwht.countyofdane.com. Please call Todd Draper, Project Mgr., at 608/267-0119, or our office at 608/266-4018, for any questions or additional information.

An informational facility tour will be held Feb. 5, 2020 at 10:00 a.m. at the Public Safety Bldg, starting in the public lobby. Interested firms are strongly encouraged to attend this tour.

PUBLISH: JANUARY 10 & 16, 2020 - WISCONSIN STATE JOURNAL
JANUARY 10 & 16, 2020 - THE DAILY REPORTER

SECTION 00 24 16

SCOPES OF PROPOSALS

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional commissioning services for the Dane County Jail Consolidation project.
- B. The Dane County Sheriff's Office (DCSO) currently has three facilities housing inmates. This project will consolidate the Public Safety Building (PSB) Jail, the City-County Building (CCB) Jail & the Ferris Huber Center (FHC). There are other DCSO divisions & services areas that will be modified by this project as well. The direction of this project is to add a ten-story new building, of approximately 200,000 square feet, adjacent & attached to the existing PSB at 115 West Doty St., Madison, Wisconsin & to substantially remodel approximately 70,000 square feet of the existing PSB. The existing PSB has four floors, a basement, a sub-basement & a penthouse & was occupied in 1994. All three of the existing facilities shall remain fully operational during the entire project.
- C. Before the hiring of a Commissioning Provider (CxP), Dane County has hired a project Construction Manager (CM) & an architectural / engineering design team (A/E). All three entities will work with Dane County to complete this project, from the design phases through construction & commissioning. Following the design phases, a General Contractor will be hired to construct the project. The CxP will be a part of this General Contractor hiring process as well as fully involved in the design, construction & commissioning phases. The design process may last until January 2021 & the construction process may last until December 2024.
- D. The commissioning services provider (CxP) will be independent, but still a part of the design team and will report directly to the Public Works Project Manager. It is expected commissioning services to commence during the Design Development phase.
- E. The project design team includes:
 - 1. Dane County:
 - a. Public Works Engineering Division - team lead, project management
 - b. Sheriff's Office - occupying agency
 - c. Dept. of Administration
 - d. Office of the County Executive
 - 2. Construction Manager (CM):
 - a. Gilbane Building Company - team lead
 - b. Concord Group - cost estimating
 - 3. Architectural / Engineering design team (A/E)
 - a. Mead & Hunt - team lead, project management, engineering
 - b. Potter Lawson - lead architect
 - c. HDR - programming, architecture, structural engineering
 - d. Building Cost Consultants - cost estimating
 - e. Others in additional roles

- F. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have at least one registered architect & one registered professional engineer as lead responsible members of the firm or project team.
 2. Have been in business for a period of not less than five (5) years.
 3. Must have been responsible for the design and completion of at least three (3) commissioning projects of similar design scope and size of the Dane County Jail Consolidation project.
 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

- A. The intent is to verify that systems and equipment are installed and perform according to the Owner's project requirements, basis of design, and construction documents and that the building operators have received equipment and systems documentation and training.
- B. Project deliverables will be intermediate & final Commissioning Reports. Deliverables and specific tasks are detailed in the *Commissioning Provider Professional Services Agreement*. Note:
1. Design team shall adhere to Dane County Green Building Policy and LEED® design & construction techniques & guidelines in every phase of the Work (from Design Development through Commissioning / Start-Up).
 2. Green Globes or Energy Star certification may become a goal of this project; LEED® certification is not.
 3. Dane County will review, provide input & make modifications throughout the design, construction, start-up & commissioning process.
- C. Scope of commissioning activities and commissioned systems are indicated on Tables 1 & 2, attached tables at the end of this section.
- D. The current construction estimate is \$116,000,000 with total project budget of \$150,000,000.

3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in nine distinct sections or divisions:
1. Signature Page, Fair Labor Practices Certification and Proposer's cover letter.
 2. Description of firm's qualifications, related experience, organization and resources. Give special attention to experience with new & renovated detention facilities. Include details of experience with green building design and LEED® certification projects and procedures.

3. Brief list (min. of three, max. of five) of similar completed projects previously completed with the project details, name, address and telephone number of the client for whom the work was done. Specific reference shall be made to projects involving public facilities as is being proposed. You may separately list additional professional references.
4. Briefly describe your proposed approach to managing and executing the project expertly and efficiently for the following (delineating these nine topics):
 - a. Site Visits. Describe why and how many site visits you recommend be made at what stages with what type of personnel.
 - b. Meetings. Describe why and how many meetings on and offsite you recommend at what stages with what type of personnel.
 - c. Getting construction checklists filled in accurately and timely by the Contractor.
 - d. Ensuring that systems are actually ready for formal functional testing so testing goes smoothly.
 - e. Testing Support. Describe how you intend to test in the field; how many simultaneous CxP staff, contractor support needed, etc.
 - f. Test Equipment. Describe what test equipment you own and intend to provide to augment any required of the contractor.
 - g. Testing Process. Describe how you will manage requests from the contractor to test partially complete systems.
 - h. Safety. Describe the safety protocols that will be followed.
 - i. Reporting. Describe your recommended reporting type and frequency throughout the project.
5. Provide the following deliverables that members of the proposer's team developed. List the team member who actually wrote the document and the projects on which they were used.
 - a. Six pages of a typical functional test procedure for a large air handler that a member of this team wrote.
 - b. Three pages (not the cover) of comments from a design review a member of this team made.
 - c. Four pages from a typical Commissioning Issues Log from a project this team completed.
6. List of staff that will be committed to the Work with their professional resumes. Actual staff will be interviewed if firm is short-listed. Include listing of other consultants who may participate in this project and their area of expertise.
7. Indicate staff availability and tentative timetable with project tasks for the Work, including all project phases.
8. Fee for services stated as fixed fee.
9. State clearly any limitations you wish to include in *Commissioning Provider Professional Services Agreement* and advise of any conditions that you may have.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Project Personnel	25%
Relative Experience	35%
Past Project References	15%
Interview	15%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Commissioning Provider Professional Services Agreement*.
- B. Fee for services stated as fixed fee shall be submitted in the Proposals.

6. SITE & FACILITY TOUR

- A. A proposing company site & facility tour will be held on February 5, 2020 at 10:00 a.m. at the PSB, 115 West Doty St., Madison, Wisconsin, starting in the public lobby. This cursory tour will go until approximately 11:30 a.m. Proposing companies are strongly encouraged to attend this tour, however attendance is optional. Background Check Forms must be submitted by January 23, 2020 & are mandatory for all who would tour the facility.

7. OWNER'S RESPONSIBILITY

- A. Dane County will provide all available building, site, architectural, structural, mechanical, electrical, plumbing, telecommunications, fire protection and security drawings and specifications that are currently available, to selected CxP firm.

8. TIMETABLE

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
Jan 10, 2020	RFP issued
Jan 23, 2020 - 4:30 p.m.	Background Check (Jail Access) Forms due
Feb 5, 2020 - 10:00 a.m.	Site / Facility tour
Feb 11, 2020 - 2:00 p.m.	Written inquiries due
Feb 13, 2020, 2020	Latest addendum (if necessary)
Feb 20, 2020 - 2:00 p.m.	Proposals due
Mar 2, 2020 (estimated)	Oral presentations / interviews for invited proposing companies
Mar 4, 2020 (estimated)	Notification of intent to award sent out
Apr 14, 2020 (estimated)	Agreement start

Now - Dec 2020 (estimated)
• May 29, 2020 (estimated)
• Dec 30, 2020 (estimated)
Jan 2021 - Dec 2025 (estimated)

Design Phases:
Design Development Phase complete
Construction Documents Phase complete
Bidding-Construction-Start Up-Commissioning
Phases

9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Todd Draper, Public Works Project Manager, 608/267-0119, draper@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, February 20, 2020.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

10. 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 type="checkbox"/>	Provide input to A/E for inclusion in the Construction Verification Checklists and Functional Performance Test forms into the Project Manual.
<input 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 type="checkbox"/>	Develop a Commissioning Plan identifying the commissioning team, procedures, system tests, test sampling, milestones and responsibilities.
<input 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 type="checkbox"/>	Review Construction Documents for inclusion of Dane County & CxP comments.
Construction Phase	
<input 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 type="checkbox"/>	Review Contractor's Quality Control Plan, comment to Public Works & incorporate into Commissioning Plan.
<input type="checkbox"/>	Conduct regularly scheduled commissioning meetings and regularly update the Commissioning Plan tracking status and responsibilities.
<input 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 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 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 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 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 DCSO training sessions, provide and collect attendee evaluation forms and evaluate training to ensure DCSO training is adequate.
<input type="checkbox"/>	Complete draft Commissioning Report and distribute to Public Works, A/E, CM, Contractors and DCSO Contact.
Post-Construction Phase	
<input 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 type="checkbox"/>	Complete final Commissioning Report and distribute to Public Works, A/E, CM and DCSO Contact.
Optional Commissioning Activities / Services	
<input type="checkbox"/>	N/A
<input type="checkbox"/>	
<input type="checkbox"/>	

11. TABLE 2 - SYSTEMS TO BE COMMISIONED

Divisions 3 thru 8 - General Construction

- Concrete
- Masonry
- Waterproofing
- Thermal Protection
- Building Envelope Sealing & Infiltration
- Roofing
- Doors & Windows
- Div. 11 - Equipment
- Div. 13 - Special Construction
- Div. 14 - Conveying Equipment

Division 21 - Fire Suppression

- Sprinkler & Standpipe Systems
- Fire Pumps & Controls

Division 22 - Plumbing

- Domestic Water Systems
- Domestic Hot Water Systems
- Plumbing Equipment
- Plumbing Fixtures
- Fuel Piping Systems
- Food Service Equipment

Division 23 - Heating, Ventilating & Air Conditioning (HVAC)

- Temp. Control & Building Automation Systems
- Testing & Balancing
- Variable Frequency Drives
- Piping Systems, Valves & Specialties
- Pumps
- Ductwork, Duct Accessories & Casing Systems
- Filtration
- Coils & Heat Exchangers
- Fans & Air Handlers
- Compressors & Condensing Units
- Chillers & Cooling Towers
- Computer Room Air Conditioning Equipment
- Boilers & Fuel Fired Equipment
- Terminal Units
- Fan Coils, Unit Ventilators, Unit Heaters
- Energy Recovery Systems
- Smoke Control Systems

Division 26 - Electrical

- Lighting & Daylighting Controls
- Lighting Fixtures & Contactors
- Exterior Site Lighting & Controls
- Conductors, Conduit, Raceway & Cable Tray
- Grounding & Bonding
- Switchboards & Panelboards
- Motor Starters & Motor Control Centers
- Disconnect Switches & Circuit Breakers
- Wiring Devices, Switches, Receptacles, Etc.
- Generators & Transfer Switches
- Metering / Submetering
- Surge Protective Devices
- Transformers
- Medium Voltage Switchgear

Division 27 - Communications

- Communication Cabling, Outlets & Equipment
- Audio / Visual Systems

Division 28 - Electronic Safety and Security

- Fire Alarm Systems
- Access Control Systems
- Video Surveillance Systems

Divisions 32 & 33 - Exterior Improvements & Utilities

- Bioretention Systems ("Blue Roof")
- Water Distribution Systems
- Sanitary Sewer & Storm Drainage Systems
- Fuel Storage & Distribution Systems

Other

-
-
-

END OF SECTION

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Department of Public Works, Highway & Transportation
Public Works Engineering Division

608/266-4018

Gerald J. Mandli, P.E.
Commissioner / Director

Joseph T. Parisi
County Executive

Deputy Director
Todd Draper

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533

https://pwht.countyofdane.com/public_works.aspx#engineering

SECTION 00 42 13

PROPOSAL FORM

PROPOSAL NO. 318028

**PROJECT: JAIL CONSOLIDATION - COMMISSIONING SERVICES
PUBLIC SAFETY BUILDING**

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

SIGNATURE: _____
(Proposal is invalid without signature)

Print or Type Name: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

Receipt of the following addenda and inclusion of their provisions in this Proposal is hereby acknowledged:

Addendum No(s). _____ through _____

Dated _____

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:
danepurchasing.com/Account/Login?

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COUNTY OF DANE
COMMISSIONING PROVIDER PROFESSIONAL SERVICES AGREEMENT
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COUNTY OF DANE

COMMISSIONING PROVIDER PROFESSIONAL SERVICES AGREEMENT

SIGNATURE PAGE

Date: [Date]

Project No.: [No.]

Agreement No.: _____

THIS AGREEMENT is between the County of Dane, by its Department of Public Works, Highway & Transportation, hereinafter referred to as "COUNTY", and [CxP Name, Address, City, State, Zip], hereinafter called the "CxP".

WITNESSETH

WHEREAS, COUNTY proposes securing architectural / engineering services for a project described as follows:

Jail Consolidation Project

WHEREAS, COUNTY deems it advisable to engage the services of the CxP to furnish professional services in connection with this project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the CxP 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 CxP have executed this Agreement as of the above date.

[CxP Firm Name]

COUNTY OF DANE

Signature Date

Joseph T. Parisi, County Executive Date

Printed Name

Scott McDonell, County Clerk Date

Title

Federal Employer Identification Number (FEIN)

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.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 “CxP” shall be governed by the following Terms and Conditions.
- 1.B. The CxP 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.
- 1.C. The CxP 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 CxP 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 CxP is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.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 commissioning services under this Agreement shall include analyzing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
- 1.E. By accepting this Agreement, the CxP 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.
- 1.F. The CxP 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.
- 1.G. The CxP shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the CxP 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 CxP 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.
- 1.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.
- 1.I. The CxP may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.J. In the performance of this Agreement, the CxP 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 CxP 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 CxP 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.

1.K. For this project the following terms will be in use:

- 1.K.1) Project Planning Team: Dane County staff from the Sheriff's Office (Occupying Agency), Public Works Engineering Division (Project Manager), Administration, County Executive's Office, the Construction Manager (CM), the architect / engineering design team (A/E) & the commissioning provider (CxP). Occasionally, others may be asked to join or provide input to this team.
- 1.K.2) Project Committee: a group of individuals selected by the Chair of the Public Protection & Judiciary Committee & the Sheriff.
- 1.K.3) 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.
- 1.K.4) Commissioning Provider (CxP): the entity identified by the Public Works Project Manager to lead, monitor, coordinate, and report on project commissioning activities. The CxP shall be an independent third party for this project.
- 1.K.5) COUNTY's Project Requirements (CPR): a summary of the facility program, use, and functional requirements of the building with a description of the project goals and criteria in general categories (e.g., flexibility of use, ease of maintenance, future expansion, etc.) and specific categories (e.g., specialized environments, specific sustainable features, quality of materials, etc.).
- 1.K.6) Basis of Design / Design Concept: a detailed description of building design criteria, parameters, setpoints, concepts, decisions, and selections used to meet the COUNTY's Project Requirements that serves as a basis for review, approval, and documentation of the design process used for all building systems.
- 1.K.7) Commissioning Plan: a detailed plan of the organization, schedule and allocation of resources, procedures, and documentation requirements of the commissioning process.
- 1.K.8) Commissioning Log: a detailed list of the Construction Verification checklists and Functional Performance Tests tracking the Contractor Submittals, CxP review, verification and witnessing.
- 1.K.9) 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.
- 1.K.10) 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.

1.K.11) Commissioning Report: a document that records the activities and results of the commissioning process.

2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

2.A. General:

2.A.1) Services are to be provided by the CxP in each of the following phases:

Design Development Phase
Construction Documents Phase
Bidding Phase
Construction Phase
Post- Construction Phase

2.A.2) An assigned COUNTY Public Works Project Manager will be the CxP'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.

2.A.3) COUNTY's Project Requirements (CPR)

2.A.3) a. The CPR is a summary of the basis of design & facility programming written in simple, straightforward language suitable for a wide audience of facility users, Occupying Agency staff and design team members. It describes the use, basic functional requirements, and overall goals of the project. It serves as a general guide for decision making, design review, and commissioning activities throughout the life of the project.

2.A.3) b. The CPR will consist of a summary narrative within the Occupying Agency's program. In addition to the above requirements, the CPR should include a description of general project criteria as well as specialized project requirements.

2.A.3) c. The A/E has developed the CPR and has determined and developed a design that will support the Occupying Agency's operations while balancing the costs.

2.A.3) d. Development of the CPR is part of basic A/E services.

2.A.4) During the design, bidding & construction phases, the CxP reviews and comments to COUNTY on value enhancement proposals received for commissioned systems.

2.A.5) The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.B. Design Development Phase:

2.B.1) The CxP shall obtain from the COUNTY & A/E information and materials necessary to ascertain scope of the project and shall verify with COUNTY program and functional requirements of the project.

2.B.2) The 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.

- 2.B.3) The Construction Verification checklists and Functional Performance Test forms do not need to be included in the Design Development documents. The A/E is responsible for coordinating edits of the project commissioning requirements with the CxP and incorporating the CxP's input into the commissioning documents. At the Public Works Project Manager's discretion, the CxP may be requested to review and comment on the preliminary drawings and specifications.

2.C. Construction Documents Phase:

- 2.C.1) The CxP is responsible for the development and periodic updating of a Commissioning Plan throughout the project. The CxP solicits and incorporates periodic input from COUNTY, the Occupying Agency, A/E, CM 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, CM 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.C.2) The Commissioning Plan should at a minimum include the following information:

2.C.2) a. Contact information for key members of the Commissioning Team.

2.C.2) b. Description of procedures to be utilized for each commissioning task.

2.C.2) c. List of commissioned systems and associated equipment.

2.C.2) d. Functional Performance Test sampling approach.

2.C.2) e. List of responsibilities for each party involved in the commissioning process.

2.C.2) f. Commissioning milestones, tracking of commissioning progress and schedule.

- 2.C.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.

- 2.C.4) Along with COUNTY and the Occupying Agency, the CM and CxP will review the 60%, 95% & Final Construction Documents.

2.D. Bidding Phase:

- 2.D.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.D.2) The CxP 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.
- 2.D.3) During bidding, the CxP 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 CxP 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.
- 2.D.4) At the pre-bid tour, the Public Works 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 Public Works Project Manager and A/E jointly conduct and documents the pre-bid tour.

2.E. Construction Phase:

2.E.1) An assigned COUNTY Public Works Project Manager 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 A/E representative shall attend, take notes, publish and distribute COUNTY approved minutes of job meetings.

2.E.2) After the award of the construction contract(s), the CxP shall become an on-site technical and professional advisor to COUNTY. In this capacity the CxP will have continuous access to the site. The CxP, through COUNTY's Public Works 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.

2.E.3) Pre-Construction Meeting

2.E.3) a. At the pre-construction meeting, the CxP presents an overview of the commissioning process, identifies 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.

2.E.4) Review of Contractor Submittals

2.E.4) a. Review and approval of Submittals are the prime responsibility of the A/E & CM. The A/E provides a copy of reviewed Submittals to the CxP for commissioned systems. If the Functional Performance Test forms were samples within the Construction Documents, during the submittal review the A/E edits the Functional Performance Test documents to reflect the operational requirements of each system. Submit the final test forms to COUNTY, the CxP, 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.

2.E.5) Construction Progress Meetings

- 2.E.5) a. The CxP is expected to attend construction progress meetings to solicit input from the Commissioning Team and coordinate and report on commissioning activities. As part of the project the CxP 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.E.5) b. During the construction progress meeting, construction & commissioning activities, milestones, and schedule are reviewed. The CxP updates the Commissioning Plan to reflect the status, and changes and publishes with the A/E's meeting minutes to track commissioning activities.

2.E.6) Commissioning Meetings

- 2.E.6) a. The CxP is required to 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 would ideally occur following regular progress meetings.
- 2.E.6) b. The Contractors, A/E, CM, CxP, COUNTY and Occupying Agency 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.E.6) c. 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 CxP updates the Issues List and distributes the updated plan, along with Commissioning Meeting minutes, to the meeting participants and those on the distribution list for the construction 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.

2.E.7) Issues List - Tracking and Resolution

- 2.E.7) a. The CxP, A/E, CM 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 CxP is expected to take the lead on maintaining the Issues List and tracking the issues to resolution and closure. The A/E, CM 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.E.7) b. 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 and CM 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:
 - (a) Operational and Maintenance Manuals;
 - (b) Record Drawings;
 - (c) Test and Balance Report deficiencies;
 - (d) Certificates of Registration or Release; &
 - (e) 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.

2.E.8) Construction Verification

2.E.8) a. 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 CxP 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 CxP notes any deficiencies discovered and reports them on the Issues List. The CxP 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.

2.E.9) Functional Performance Testing

2.E.9) a. 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 CxP, CM 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, CM, A/E, CxP, and the Occupying Agency that the system is ready for their witnessing of the functional performance testing.

2.E.9) b. All contractors, personnel, equipment, tools, and resources necessary for demonstrating successful operation are to be present during testing.

2.E.9) c. The COUNTY, A/E, CM and CxP witness Functional Performance Testing for all commissioned systems. Occupying Agencies are encouraged to participate as well. The CxP establishes a sampling protocol at the time of testing and selects sample test locations for identical pieces of equipment. The CxP 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.

2.E.10) Testing, Adjusting, and Balancing (TAB) Verification

2.E.10) a. As part of the Functional Performance Testing, the A/E, CM and CxP 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 CxP for secondary equipment, inlets, outlets, etc. The CxP 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, CM and CxP review comments is to be submitted to COUNTY.

2.E.11) Review Operations and Maintenance Manuals

2.E.11) a. Operations and Maintenance Manuals (O&M) are assembled by the contractor and reviewed by the A/E & CM for all projects. Review of O&M manuals is primarily the A/E's responsibility and in addition, the CM & CxP are to provide a secondary review for completeness and adequacy, forwarding comments to the 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 the A/E, CM and CxP are to be submitted to COUNTY.

2.E.12) Training

2.E.12) a. The CxP is to attend Occupying Agency and Facilities Management 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.

2.E.12) b. 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.

Sessions are to be videotaped by the contractor and a DVD labeled with the training session provided to the Public Works Project Manager along with a sign off sheet demonstrating receipt by the Public Works Project Manager.

2.F. Post-Construction Phase:

2.F.1) Commissioning Report

2.F.1) a. The CxP 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, CM and contractors.

2.F.1) b. 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.F.2) Substantial Completion Review Meeting

2.F.2) a. Within 10 months of Substantial Completion and prior to completion of the warranty period, the CxP 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.F.2) b. 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, CM, 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 CxP includes the Substantial Completion meeting minutes and a summary of the findings in the Commissioning Report.

2.F.3) Seasonal Testing

2.F.3) a. 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, CM and CxP witness the Seasonal Testing and document the results as they would Functional Performance Testing.

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

- 3.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.
- 3.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.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY will make available to the CxP data known to COUNTY or requested by the CxP, which may be needed for the fulfillment of the professional responsibility of the CxP. This data may include, but is not limited to, prints of existing buildings or record drawings and COUNTY standards and guides. Such documents will be the most recent and accurate available. The use of any such data by the CxP shall be without contractual or legal significance unless otherwise established elsewhere in this Agreement.
- 3.D. COUNTY will communicate to the CxP the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the CxP and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the CxP's work. COUNTY will coordinate review comments from the Occupying Agency and COUNTY staff prior to issuance to the CxP.
- 3.F. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders, and conduct the bid opening for the project.

4. ARTICLE 4: COMPENSATION

- 4.A. CxP fees for basic services will be compensated by COUNTY in accordance with the Terms and Conditions of this Agreement as follows:
 - 4.A.1) COUNTY will pay the CxP a lump sum fee of \$[REDACTED].
 - 4.A.1) a. If COUNTY reduces scope after CxP has completed services, fees will be reduced for future services, not for services already completed.
 - 4.A.1) b. The CxP 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 10, 2020, including any subsequent Addenda.
 - 4.A.1) c. The CxP is authorized to proceed through completion of the Construction Documents Phase. The CxP Fee is limited to \$[REDACTED], until written instructions to proceed are provided by COUNTY.
 - 4.A.1) d. The construction budget for this project is \$116,000,000. This amount excludes all construction costs of contingency and unless stated otherwise in this Agreement, hazardous materials abatement or remediation.

4.A.2) No change in fee shall result from change orders to construction contracts unless such change is described as an Additional Service under Article 4.D. of this Agreement and approved by COUNTY.

4.B. The CxP's Compensation for Additional Services, as described in Article 4.D., will be computed as follows:

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

[]

[]

[]

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

Senior designer: _____ \$[] per hour

Junior designer: _____ \$[] per hour

Clerical: _____ \$[] per hour

4.B.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.

4.C. Reimbursable Expenses:

4.C.1) Reimbursable Expenses are actual, incidental expenses incurred by the CxP, its employees or consultants, in the interest of the project and are not included in overhead costs for the Fees for Basic Services (4.A.) and Additional Services (4.D.). 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 CxP to check the accuracy of and entitlement to the sums requested.

4.C.2) Expenses not eligible for reimbursement shall include, but are not limited to, indirect project overhead costs associated with the Fees for Basic Services (4.A.) and Additional Services (4.D.) 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.D. Additional Services:

4.D.1) The following services are in addition to but are not covered in Article 4.A. These services may be identified as part of the CxP's fee proposal and included with the

lump sum fee as such. Compensation for these additional services or other services must be requested by the CxP, 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 CxP's Agreement.

4.D.1) a. Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the CxP is party thereto.

4.D.1) b. Providing historical preservation research or documentation.

4.E. Payments to the CxP:

4.E.1) Payments of the CxP's lump sum 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 fee at the completion of each phase of the work.

Design Development Phase	10%
Construction Documents Phase	30%
Bidding Phase	30%
Construction Phase	80%
Post-Construction Phase	100%

4.E.2) No more than ninety percent (80%) of the CxP'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 CxP, COUNTY will determine how and when the remaining lump sum fee is disbursed.

4.E.3) Payments for COUNTY-approved Reimbursable Expenses as defined in Article 4.C. and Additional Services of the CxP as defined in Article 4.D., will be made monthly upon request.

4.E.4) A CxP 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.

4.E.4) a. Payments to the CxP may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the CxP. COUNTY will notify the CxP in writing of the alleged, specific damages and amounts involved, on a timely basis.

4.E.5) Payments to the CxP will not be withheld due to disputes between construction contractor(s) and COUNTY.

4.E.6) If the project is suspended for more than three (3) months in whole or in part, the CxP 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 CxP's compensation will be subject to renegotiation.

5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the CxP'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 CxP.

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the CxP. In the event of termination, the CxP 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 and is a condition precedent to further payment by COUNTY.
- 6.B. In the event the Agreement between the CxP and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the CxP.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

- 7.A. All drawings and specifications and other such documents prepared by the CxP or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the CxP's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
- 7.B. Documents prepared under this Agreement may be used by COUNTY for informational purposes without additional compensation to the CxP.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

- 8.A. CxP shall indemnify, hold harmless and defend 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 CxP furnishing the services required to be provided under this Agreement, 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 CxP under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

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

10. ARTICLE 10: OTHER INSURANCE

10.A. The CxP and its consultants retained under terms of this Agreement shall:

10.A.1) Maintain Worker’s Compensation Insurance:

10.A.1) a. Procure and maintain Worker’s Compensation Insurance as required by State of Wisconsin Statutes for all of the CxP’s and consultant’s employees engaged in work associated with the project under this Agreement.

10.A.1) 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.

10.A.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 CxP as insureds.

10.A.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.

10.A.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.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

11.A. CxP 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.

11.B. Legal Relations. The CxP 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.

11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the CxP 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.

11.D. Successors, Subrogees and Assigns. COUNTY and CxP 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.

- 11.E. Claims. The CxP'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 Deputy Public Works Director for review and resolution. The decision of the Deputy Public Works Director 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.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing by both COUNTY and CxP.
- 11.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.
- 11.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.
- 11.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.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, CxP 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). CxP 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.

12.B. Civil Rights Compliance:

12.B.1) If CxP has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the CxP 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. CxP 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. CxP 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 CxP 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 CxP 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 CxP's Plan is sufficient.

12.B.2) CxP agrees to comply with the COUNTY's civil rights compliance policies and procedures. CxP agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CxP. CxP agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CxP further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

12.B.3) CxP shall post the Equal Opportunity Policy, the name of CxP'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. CxP shall supply to COUNTY's Contract Compliance Officer 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.

12.B.4) CxP shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

ATTACHMENT A

COMMISSIONING PROVIDER PROFESSIONAL SERVICES AGREEMENT

AGREEMENT ON CONSTRUCTION PHASE SITE VISITS

Project No.: 318028

Agreement No.: [No.]

Project Name: Jail Consolidation Project

Construction phase services, for the Project referenced above, shall be provided by either the CxP or its Consultants as follows and in compliance with Article 2.G.:

The CxP shall visit the site a minimum of two (2) times per week and attend the pre-bid & pre-construction meetings, weekly progress meetings and final inspection to determine if work has been completed according to plans and specifications. Site visits shall be conducted at essential times during the construction phase. To be considered a site visit, close-up observation of the current building elements in process of being constructed must be performed. Additional site visits necessitated by CxP error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to COUNTY. Additional site visits necessitated by significant failure on the part of the lead or other prime construction contractors to perform, will be given consideration as additional services, reimbursable by the responsible construction contractor(s) through COUNTY.

SAMPLE

ATTACHMENT B

COMMISSIONING PROVIDER PROFESSIONAL SERVICES AGREEMENT

CxP / CONSULTANT AGREEMENT

Date: [Date]

Project No.: 318028

Agreement No.: [No.]

THIS AGREEMENT is between [CxP Name], hereinafter called "CxP", executing this Agreement, and [Consultant Name] hereinafter called the "Consultant".

WITNESSETH

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

Jail Consolidation Project

WHEREAS, the CxP deems it advisable to engage the services of a Consultant to furnish professional services in connection with this project, and

WHEREAS, the CxP and Consultant agree that the terms of the Agreement between COUNTY and the CxP 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 CxP's Agreement with COUNTY and the CxP's Agreement with the Consultant, the CxP's Agreement with COUNTY shall take precedence, and

WHEREAS, the Consultant has signified willingness to furnish services for the CxP;

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 CxP which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the CxP and the Consultant have executed this Agreement.

[Consultant Firm Name]

[CxP Firm Name]

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Providing the following services:

[Describe services]

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. JAIL ACCESS

- A. The Background Check Form on the following page must be filled out before access can be granted to the Dane County Jail. Visiting the site for a pre-proposal tour & meeting is mandatory in order to propose on this project. Submitting Background Check Form(s) is mandatory if you plan to tour the facility.
- B. Submit Background Check Form (one form per participant) via fax to Todd Draper at 608/267-1533 or scan & email it to draper@countyofdane.com.
- C. In order to be considered & cleared, submit all forms no later than close of business on January 23, 2020.
- D. All previous Background Check Forms have been deleted from the system & if any of your staff want access for the pre-proposal tour, they must re-apply for clearance.



PRE-PROPOSAL FACILITY TOUR & MEETING
WEDNESDAY, FEBRUARY 5, 2020, 10:00 a.m.
JAIL CONSOLIDATION - COMMISSIONING SERVICES
PUBLIC SAFETY BUILDING
MADISON, WISCONSIN

BACKGROUND CHECK FORM

THIS FORM IS DUE NO LATER THAN JANUARY 23, 2020. DO NOT INCLUDE WITH PROPOSAL.

PLEASE TYPE OR PRINT LEGIBLY

TO BE FILLED OUT FOR EACH TOUR & MEETING PARTICIPANT:

This form is mandatory for each individual intending to tour the facilities. Interested firms are required to obtain security clearance for individuals scheduled to attend the on-site tour. A full criminal background check will be performed. No more than three (3) individuals may participate for any one Proposing Company. A government issued photo identification is required to enter the facilities.

First Name		

Middle Name		

Last Name		

Other Names Used		

_____	_____	_____
Date of Birth	Sex	Race

_____	_____	
Driver's License No.	State Issued	

Current Full Address		

Cities & States Lived In, Past 10 Years		

Felony Convictions? (Yes or No)		

If yes, when?		

Misdemeanor Convictions? (Yes or No)		

If yes, when?		

_____	_____	
Today's Date	Bidding Company Name	

Please allow 7 full business days for the background process to be completed. Thank you.

OFFICE USE ONLY

D.O.T.	TICKETS
C.I.B.	JAIL RECORDS
F.B.I.	LOCAL COMPUTER CONTACTS
CCAP	
WARRANTS	

Date Criminal History Run _____

Submit to:

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a bid, application or proposal for a contract or agreement with the county of Dane.
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.09 is as follows:

- (1) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.

Include this completed Certification with your bid, application or proposal.

END OF SECTION