



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. 309019
RETRO-COMMISSIONING SERVICES:
DANE COUNTY COURTHOUSE, CITY-COUNTY BUILDING,
& PUBLIC SAFETY BUILDING
MADISON, WISCONSIN**

Opening Date / Time: **THURSDAY, MARCH 11, 2010 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **N/A**

Bid Deposit: **N/A**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROB NEBEL, PROJECT MANAGER
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: NEBEL@CO.DANE.WI.US



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Kathleen M. Falk

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

February 17, 2010

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 309019 to provide professional consulting & engineering design services as a Certified Commissioning Authority (CxA) for Existing Building Retro-Commissioning of the Dane County Courthouse, City-County Building, and Public Safety Building. The Proposals are due on or before **2:00 PM, Thursday, March 11, 2010**. No proposal bond or performance bond is required for this project.

ADDITIONAL INFORMATION

Dane County is pursuing means of optimizing building systems operation & performance while reducing energy usage and costs by implementing a retro-commissioning plan in these three facilities. The objectives of this plan are:

- Bring existing mechanical equipment & systems to their original intended operational state or to a current optimized state;
- Improve management, control and monitoring of equipment & systems via the existing direct digital control (DDC) network;
- Improve indoor environments and air quality; and
- Identify equipment & system deficiencies requiring modifications and upgrades.

This project is being funded through the Federal Energy Efficiency and Conservation Block Grant Program (EECBG). The CxA will assist the Owner with reporting and documentation as required by the EECBG. Additional commissioning and design services required as a result of the recommendations in the Retro-Commissioning Report shall be contracted as a change to this agreement.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and four (4) bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Assemble Proposal as outlined in Requested Services and Business Information, Section C.
2. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 309019
Retro-Commissioning Services for Dane County
2:00 PM, Thursday, March 11, 2010"
3. Mail to:
Rob Nebel, Assistant Public Works Director
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

For additional information about this Request for Proposals, please call Steve Richards at 608/219-6339 or send email to richards.steven@co.dane.wi.us.

Sincerely,
Rob Nebel
Assistant Public Works Director

DOCUMENT INDEX FOR RFP NO. 309019

DOCUMENTS

RFP Cover Page..... 1 pg.
RFP Cover Letter 1 pg.
Documents Index 1 pg.
Invitation to Propose (Legal Notice)..... 1 pg.
Signature Page 3 pg.
Fair Labor Practices Certification 1 pg.
Requested Services and Business Information 5 pg.
Sample Agreement for Professional Services 18 pg.

LEGAL NOTICE

INVITATION TO PROPOSE

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

2:00 P.M., THURSDAY, MARCH 11, 2010

REQUEST FOR PROPOSALS NO. 309019

**RETRO-COMMISSIONING SERVICES:
DANE COUNTY COURTHOUSE,
CITY-COUNTY BUILDING &
PUBLIC SAFETY BUILDING
MADISON, WISCONSIN**

A Request for Proposals package may be obtained at Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.danepurchasing.com/rfps.aspx. Please call Steve Richards, Project Manager, at 608-219-6339, for any questions or additional information.

All Proposers wishing to submit Proposals must be a registered vendor with Dane County and pay an annual registration fee. Complete Vendor Registration Form at www.danepurchasing.com or obtain one by calling 608-266-4131.

PUBLISH: FEBRUARY 18 & 25, 2010 - WISCONSIN STATE JOURNAL

FEBRUARY 18 & 25, 2010 – THE DAILY REPORTER



SIGNATURE PAGE

County of Dane
 DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
 Room 425, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4131

COMMODITY / SERVICE: Consulting and Engineering Services for Retro-Commissioning of Dane County Facilities: Courthouse, City-County Building, & Public Safety Building											
REQUEST FOR PROPOSAL NO.: 309019	PROPOSAL OPENING DATE: 03/11/2010	BID BOND: N/A	PERFORMANCE BOND: N/A								
<p>PROPOSAL INVALID WITHOUT SIGNATURE</p> <p>THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.</p> <table border="1"> <tr> <td>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</td> <td>DATE:</td> </tr> <tr> <td>SUBMITTED BY: (Typed Name)</td> <td>TELEPHONE: (Include Area Code)</td> </tr> <tr> <td colspan="2">COMPANY NAME:</td> </tr> <tr> <td colspan="2">ADDRESS: (Street, City, State, Zip Code)</td> </tr> </table>				SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:	SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)	COMPANY NAME:		ADDRESS: (Street, City, State, Zip Code)	
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SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)										
COMPANY NAME:											
ADDRESS: (Street, City, State, Zip Code)											

CONTRACT COMPLIANCE PROGRAM WORKSHEET

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
 - 1. DBE Disadvantaged Business Enterprise
 - 2. MBE Minority Business Enterprise
 - 3. WBE Women Business Enterprise
 - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<input type="checkbox"/> D	DBE	<input type="checkbox"/> B	African American	<input type="checkbox"/> L	Male	<input type="checkbox"/> E	ESB
<input type="checkbox"/> M	MBE	<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> F	Female		
<input type="checkbox"/> W	WBE	<input type="checkbox"/> N	Native American / American Indian				
		<input type="checkbox"/> A	Asian Pacific American				
		<input type="checkbox"/> I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Socially and Economically Disadvantaged Individuals:
 - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
 - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
 - 1) Women;
 - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
 - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
 - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
 2. Business is located in the State of Wisconsin.
 3. Business is comprised of less than twenty-five (25) employees.
 4. Business must not have gross sales in excess of three million over the past three (3) years.
 5. Business does not have a history of failing to complete projects.

THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:
www.danepurchasing.com/registration
or obtain one by calling 608/266-4131.

EQUAL BENEFITS REQUIREMENT

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: www.danepurchasing.com/partner_benefit.aspx

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 submitted a proposal, bid or application for a contract 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 25.11(28)(a) is as follows:

(28) 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 purchasing manager 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.

REQUESTED SERVICES AND BUSINESS INFORMATION

Dane County is inviting proposals for professional consulting and engineering services for Existing Building Retro-Commissioning (RCx) Services for the Dane County Courthouse, City-County Building, and Public Safety Building. The project will consist of performing retro-commissioning of the entire CCB, and portions of the Courthouse, and PSB. Retro-commissioning efforts will focus on HVAC equipment and controls. Dane County reserves the right to implement or reject any projects recommended by the RCx Report.

Site Tour will be conducted Tuesday, March 2, 2010. Attendees will meet at 9:00 AM Room 310 of the City-County Building. Owner's representatives and member of Facilities Management will be present to answer questions prior to the tour of the facilities.

- A. Objectives:** As part of the Federal funding for stimulus projects pertaining to the EECBG Program, this project is driven by the need to reduce operating costs by conserving energy. The objectives of this project include, but are not limited to:
- Reducing overall energy consumption by at least 10%
 - Improve indoor environmental quality and comfort
 - Optimize control systems through calibration of sensors, review of metered data and trend logs, and functional equipment testing
 - Identify and resolve building system operation, control, and maintenance problems
 - Document system operations and performance
- B. Services:** The CxA will plan, manage, perform and report on all retro-commissioning activities. All retro-commissioning activities shall be conducted in a transparent manner using consistent protocols, centralized documentation, and frequently updated timelines and schedules. The CxA shall develop, organize, facilitate, and record all minutes at commissioning meetings. CxA shall involve the Owner's staff in all aspects of the project as appropriate. Dane County's facilities are fully operational and retro-commissioning activities shall be coordinated with the Owner's representative to minimize impact on the building occupants.
1. **Project Planning / Pre-Site Investigation Phase:** Identify project goals and objectives. Identify team members and define their roles and obligations. Clearly define Scope of Work and project schedule to develop Professional Services Agreement. The CxA will develop/confirm the Owner's Current Facility Requirements (CFR) by means of document review, building tours, and interviews of key personnel. Owner will provide all requested documentation to the extent that it is available. Control sequences for these facilities are limited. CxA will provide a Retro-Commissioning Plan in report describing the retro-commissioning activities including functional testing, data acquisition, and the impacts of planned activities on building occupants. The Retro-Commissioning Plan Report shall include:
- General building information and description

- Project objectives
 - Commissioning team members and their roles and responsibilities
 - Current Facility Requirements
 - Retro-Commissioning project scope – List and descriptions of systems to be studied
 - Investigation scope and methods
 - List and schedule for primary tasks
 - Preliminary benchmarking
 - Description of expected outcomes
2. **Existing Systems Investigation Phase:** CxA will investigate the building systems condition, operating strategies, control equipment, and practices. The investigation will include testing of existing equipment and evaluation of systems integration. CxA will coordinate commissioning activities with the Owner and will provide the services of a Testing Adjusting and Balancing technician where required. The site investigation shall address the following major issues:
- Overall building energy use and demand, and areas of highest energy use and demand (establish baseline benchmarks for facility performance)
 - Current design and operational intent and actual control sequences for each piece of equipment included in the project
 - Equipment nameplate information and assessment of equipment condition issues
 - Current operating conditions (set points, schedules, time-of-day, holiday, etc.)
 - The most severe control and operational problems
 - Location of the most comfort problems or trouble spots in the buildings
 - Current O&M practices

The Owner will provide a Controls Technician for a period of 36 hours, not to exceed 4 separate trips. Any other technical services necessary for evaluation of the existing systems performance, including Test and Balancing services, shall be included as part of this contract with the CxA as the Prime Contractor to the Owner.

3. **Retro-Commissioning Report:** Following the Existing Systems Investigation Phase, the CxA will prepare a draft report summarizing the building systems, equipment conditions, energy usage, performance issues and other findings of the investigation. The report will describe all testing, measuring, calibrating, and analysis methods used in Investigation Phase. The report will document all recommendations in a master list of deficiencies and potential improvements. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, estimated cost for implementation of the recommended solution, and expected energy savings of corrected measures. These deficiencies shall be categorized into the following categories;
- Low / no cost improvements
 - Facility Improvement Measures (FIM) requiring capital investment
 - Equipment, systems, and operations requiring further investigation.

Energy saving calculations shall be provided for all low / no cost improvements and FIMs. Calculations shall be based on engineering principles, reliable field data and actual Owner utility costs. The calculations listed below shall be provide for each measure:

- Annual Energy Impacts: The energy impact calculation estimates the change in annual electrical (kWh) and /or steam (Btu) (or gas (therm) as applicable) usage for a given measure.
- Annual Energy Cost Impact: The cost impact calculation values the energy and demand changes at current customer rates due to implementation of measures
- Implementation Cost Estimate: The cost for materials, equipment and labor to fully implement the measure.
- Simple Payback: Provide simple payback values and 20 year life cycle cost.
- The report shall include the source used for cost estimates.

Provide order of magnitude or ranges of additional costs and potential savings for areas requiring further investigation and justification for omission of investigation. CxA shall develop a Measurement and Verification Plan to provide a comprehensive protocol to verify the performance and confirm that predicted energy savings are achieved by implemented FIMs.

A final Retro-Commissioning Report shall be completed after FIMs have been implemented. CxA will verify actual energy use reduction of implemented FIMs in accordance to Measurement and Verification Plan. Report shall also include actual energy use and actual cost of implementing each FIM. Final Report shall also include suggested practices and procedures for Ongoing Commissioning to help the improvements persist over time.

4. **Extended Services:** Contractor services for Facility Improvement Measures not performed by County employees shall be bid as Public Works Projects. CxA shall have first rights to negotiate fees for design/engineering services for these projects. These fees will be added as a Contract Change Order to the Professional Services Agreement for Retro-Commissioning. Dane County reserves the right to solicit independent third party design/engineering services for these projects if negotiations are not agreed upon.

Additional Dane County facilities may be considered for Retro-Commissioning Services. CxA shall have first rights to negotiate fees for additional Retro-Commissioning Services. These fees will be added as a Contract Change Order to the Professional Services Agreement for Retro-Commissioning. The facilities being considered are the Lakeview Facility located on Northport Drive and the Dane County Agriculture Extension Building located on Fen Oak Drive. Both facilities are located in Madison, WI.

C. Facilities and Systems to be Investigated:

1. **City-County Building:**
 - Construction: 1954, 463,000 sq ft., 1983 vertical expansion (9 stories)
 - Air handling units, 12 units ranging from 5,000 – 60,000 CFM

- Steam, low pressure steam provided by MG&E Capitol Power Plant, 5 Hydronic Loops
 - Cooling, 800 tons provided by 2 screw compressor chillers
 - Controls, mixture of DDC with pneumatic field devices (Niagara based network)
 - Domestic Hot Water, holding tanks with steam bundles and pneumatic controller (this systems will be reconfigured as part of the EECBG projects and will not require investigation in its current state)
2. **Public Safety Building:**
- Construction: 1993, 198,500 sq. ft (7 stories)
 - Air handling units, 7 units ranging from 15,000 – 40,000 CFM
 - Steam, low pressure steam provided by MG&E Capitol Power Plant, 1 Hydronic Loop
 - Cooling, 300 tons provided by centrifugal chillers, 280 tons (redundant) provided by modular Multi-Stack units
 - Controls, mixture of DDC with pneumatic field devices (Niagara based network)
 - Domestic Hot Water, steam to water conversion, 4 semi-instantaneous heaters
3. **Dane County Courthouse**
- Construction: 2003, 238,000 sq. ft. (10 stories)
 - Air handling units, 7 units ranging from 22,000 – 50,000 CFM
 - Steam, low pressure steam provided by MG&E Capitol Power Plant, 1 Hydronic Loop
 - Cooling, 650 tons provided by 2 chillers
 - Controls, Johnson Controls – Metasys Extended Architecture
 - Domestic Hot Water, residential electric units on each floor, separate 100 gal. electric heater for cafeteria

D. Schedule

1. RFP Let Date.....February 17, 2010
2. Site Tour.....March 2, 2010 at 9:00 AM, CCB RM 310
3. Proposal Due DateMarch 11, 2010 at 2:00 PM
4. Short List Notification / InterviewsMarch 15, 2010 (week of)
5. Contract Award.....April 2, 2010
6. Project Start DateApril 5, 2010

E. Proposal Requirements

Interested consultants are requested to submit the following information in their proposal, in clearly distinct sections or divisions:

1. Cover Page
2. Table of Contents
3. Signature Page
4. Fair Labor Practices Certification.

5. Demonstrate a thorough understanding of project and Owner's goals by providing a clear description of the proposed scope. Describe team's approach to a successful project by listing and describing key tasks, investigations, tests, and analysis techniques.
6. Provide schedule listing tentative dates of project phases and deliverables. Schedule should depict shortest overall duration without compromising thoroughness of investigation. Clearly note any exceptions or limitations to the scope outlined in the RFP you wish to be included in Agreement.
7. Description of team's qualifications, experience, organization and resources. This description must pay specific attention to the commissioning and retro-commissioning task experience of the firm(s). Description must include:
 - a) Organization of team's members and their respective role in project;
 - b) Commissioning Firm Experience form, one form completed for each firm;
 - c) Briefly describe relevant experience (life cycle costing, building simulation, energy modeling, etc.);
 - d) Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-consultants) that would be assigned to this Work; these key staff **shall** retain project involvement and oversight throughout the course of the Work.
8. Listing of at least three (3) Cx or RCx projects in the last four years for facilities of comparable size. Listing shall include for each project:
 - a) Brief description of the project including:
 - i. Start and completion date of services;
 - ii. Location and size of facility;
 - iii. New or existing;
 - iv. Types of systems and equipment evaluated
 - b) Detail the proposing company's role(s) in the project;
 - c) Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);

F. Selection Criteria

Proposing Consultants will be evaluated on the following criteria:

Work Plan / Schedule	25%
Strength / Capabilities	25%
Relative Experience	15%
Project Personnel	15%
Past Project References	10%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

G. Commissioning Firm Experience

(Complete a separate form for each firm on the team.)

Company Name: _____

Contact: _____

Title: _____

Email Address: _____

Phone: _____

Commissioning Activities

Percentage of overall business devoted to commissioning services: _____%

How long has the firm offered commissioning services: _____years

Average number of commissioning projects performed each year: _____projects

Number of Retro-Commissioning projects performed: _____projects

Project Experience

(Indicate number of commissioning projects completed in last five years)

Building Sector	New Construction / Major Renovation	Existing Buildings	Equipment Replacement
Office / Retail			
Schools			
Institutions			
Industrial			
Laboratories			
Other:			

Briefly describe relevant experience (life cycle cost analysis, building modeling, energy analysis & simulation, etc.):

**PROFESSIONAL SERVICE AGREEMENT FOR RETRO-COMMISSIONING
SERVICES FOR THE DANE COUNTY COURTHOUSE, CITY-COUNTY BUILDING,
AND PUBLIC SAFETY BUILDING IN MADISON, WISCONSIN**

RFP NO. 309019

THIS AGREEMENT, made and entered into as of date by which authorized representatives of both parties have affixed their signatures, is by and between County of Dane (hereafter referred to as “OWNER”) and _____ (hereafter, “COMMISSIONING AUTHORITY”).

WHEREAS, OWNER intends to commission the Dane County Courthouse, City-County Building, and Public Safety Building in Madison, Wisconsin; and

WHEREAS, OWNER desires to enter into an Agreement with COMMISSIONING AUTHORITY for provision of COMMISSIONING AUTHORITY’S services;

NOW, THEREFORE, in consideration of above recitals and mutual covenants of parties, receipt and sufficiency of which is acknowledged by each party for itself, parties do agree as follows:

SAMPLE

ARTICLE 1

COMMISSIONING AUTHORITY’S SERVICES

BASIC SERVICES

(1) COMMISSIONING AUTHORITY’S Basic Services with respect to retro-commissioning services of Dane County Facilities (hereinafter, “the Project”) shall be as set forth in Requested Services and Business Information. The Project shall consist of project phases described below, including all usual and customary consulting and engineering services incidental to and generally associated with provision of those services expressly enumerated in this Agreement and Requested Services and Business Information.

(2) COMMISSIONING AUTHORITY shall lead, facilitate, schedule, and coordinate the Project. COMMISSIONING AUTHORITY shall preside and record minutes at all meetings

and distribute within forty-eight (48) hours. All retro-commissioning activities shall be conducted in a transparent manner.

PRE-SITE INVESTIGATION PHASE

(3) COMMISSIONING AUTHORITY shall obtain from OWNER information and materials necessary to ascertain scope of the Project. COMMISSIONING AUTHORITY shall submit in writing for all requested materials.

(4) COMMISSIONING AUTHORITY shall tour facilities with OWNER. Arrangements for site tour shall be requested in writing 48 hours prior to tour.

(5) COMMISSIONING AUTHORITY shall conduct interviews with key personnel. Arrangements for interviews shall be requested in writing 48 hours prior to interviews.

(6) Based on information, materials and requirements as verified by OWNER, COMMISSIONING AUTHORITY shall prepare: 1) Current Facility Requirements; and 2) Retro-Commissioning Plan consisting of text, drawings and other documents illustrating Owner's objectives and commissioning activities to be performed.

(7) COMMISSIONING AUTHORITY shall submit to OWNER in Retro-Commissioning Plan, general building information, project objectives, identification of commissioning team members and roles, Current Facility Requirements, retro-commissioning project scope, methods and scope of investigation, schedule of primary tasks, preliminary benchmarking, and expected outcomes.

EXISTING SYSTEMS INVESTIGATION PHASE

(8) COMMISSIONING AUTHORITY shall conduct site investigation to compare the actual building conditions and system performance with Owner's Current Facility Requirements.

(9) COMMISSIONING AUTHORITY shall establish performance baseline benchmarks for current operating conditions by analyzing energy usage data.

(10) COMMISSIONING AUTHORITY shall perform comprehensive system diagnostic monitoring to identify improvement opportunities that may require further investigation . System diagnostic monitoring includes, but is not limited to, BAS trending, portable data logger trending, and weather data collection.

(11) COMMISSIONING AUTHORITY shall perform system testing to evaluate the building systems performance. Testing shall be used to determine root causes of anomalies identified in earlier investigation activities. Technical services not included in Article 2 of this Agreement necessary for evaluation of systems performance shall be provided by COMMISSIONING AUTHORITY as part of Agreement.

RETRO-COMMISSIONING REPORT

(12) COMMISSIONING AUTHORITY shall prepare draft version of Retro-Commissioning Report for OWNER review and mark up. Retro-Commissioning Report shall contain summary of building systems, equipment conditions, energy usage, performance issues, other findings of Investigation Phase. Report shall contain Master List of Deficiencies categorized into the categories, low/no cost improvements, Facility Improvements Measures requiring capital investment, and areas requiring further investigation.

(13) COMMISSIONING AUTHORITY shall prepare Master List of Deficiencies based on findings of systems testing and evaluation. Master List shall provide system identification, description of deficiency, recommended solutions, estimated cost for recommended solution, and expected energy savings of corrected measures.

(14) COMMISSIONING AUTHORITY shall develop Measurement and Verification Plan to verify performance of implemented measures. Actual energy usage reductions will be compared to expected savings as described in Master List of Deficiencies.

(15) COMMISSIONING AUTHORITY shall prepare Final Draft of Retro-Commissioning Report after implementation of Owner selected Facility Improvement Measures. COMMISSIONING AUTHORITY shall include actual cost of implementations and actual energy usage restrictions.

ARTICLE 2

OWNER'S RESPONSIBILITIES

(1) OWNER shall provide full information regarding requirements for the Project.

(2) OWNER shall designate, when necessary, representative authorized to act in OWNER'S behalf with respect to the Project. OWNER shall examine documents submitted by COMMISSIONING AUTHORITY and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in progress of COMMISSIONING AUTHORITY'S services.

(3) OWNER shall provide a Controls Technician for a period of 36 hours for testing and evaluation services, not to exceed 4 separate trips. COMMISSIONING AUTHORITY shall coordinate and facilitate such services.

(5) If OWNER becomes aware of any fault or defect in the Project or non-conformance with Retro-Commissioning Plan, RFP, or Agreement, OWNER shall give prompt notice thereof to COMMISSIONING AUTHORITY and COMMISSIONING AUTHORITY shall take prompt action to correct such fault or defects.

(6) OWNER shall expeditiously furnish information required hereunder:

- (a) Existing facility drawings and specifications.
- (b) Control sequences
- (c) O&M Manuals
- (d) Utility Bills
- (e) TAB Reports
- (f) Facility Space Studies

ARTICLE 3

DIRECT PERSONNEL EXPENSE

(1) Direct Personnel Expense is defined as salaries of professional, technical and clerical employees engaged on the Project by COMMISSIONING AUTHORITY, and cost of

their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations and pensions. Fixed fee for services performed under this Agreement shall include all Direct Personal Expenses incurred in providing such services unless otherwise approved by OWNER in writing.

ARTICLE 4

REIMBURSABLE EXPENSES

(1) Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by COMMISSIONING AUTHORITY, its employees, or professional consultants in interest of the Project and subject to prior written consent of OWNER. Reimbursable Expenses shall be directly billed to OWNER and may include following:

- (a) Fees paid for securing approval of authorities having jurisdiction over the Project.

SAMPLE

ARTICLE 5

PAYMENTS TO COMMISSIONING AUTHORITY

(1) Payments for services under this Agreement shall be made monthly in proportion to services performed so that compensation at completion of each Phase shall equal following percentages of total fee for services hereunder:

Pre-Site Investigation Phase	25%
Existing System Investigation Phase	50%
Retro-Commissioning Report (Draft)	75%
Retro Commissioning Report (Final)	100%

(3) Payments for additional services of COMMISSIONING AUTHORITY and for Reimbursable Expenses shall be made monthly upon submission by COMMISSIONING

AUTHORITY of statements for services rendered. OWNER shall make payments for Reimbursable Expenses directly to provider of service.

(4) No deductions shall be made from COMMISSIONING AUTHORITY'S compensation because of penalty, liquidated damages, or other sums withheld from payments of contractors.

ARTICLE 6

COMMISSIONING AUTHORITY'S ACCOUNTING RECORDS

(1) Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for any services approved to be performed on basis of Multiple of Direct Personnel Expense, shall be kept on generally recognized accounting basis and shall be available to OWNER or OWNER'S authorized representative at mutually convenient time.

ARTICLE 7

TERMINATION OF AGREEMENT

(1) This Agreement may be terminated by either party upon seven days' written notice should other party fail substantially to perform in accordance with its terms through no fault of party initiating termination.

(2) In event of termination not due to fault of COMMISSIONING AUTHORITY, COMMISSIONING AUTHORITY shall be paid compensation for services performed to date of termination date, including Reimbursable Expenses.

(3) What follows shall constitute grounds for immediate termination:

(a) Violation by COMMISSIONING AUTHORITY of any State, Federal or local law, or failure by COMMISSIONING AUTHORITY to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations;

- (b) Failure by COMMISSIONING AUTHORITY to carry applicable licenses or certifications as required by law;
- (c) Failure of COMMISSIONING AUTHORITY to comply with reporting requirements contained herein; or
- (d) Inability of COMMISSIONING AUTHORITY to perform the Project provided for herein.

(4) Failure of Dane County Board of Supervisors or State or Federal Governments to appropriate sufficient funds to carry out OWNER'S obligations hereunder shall result in automatic termination of this Agreement as of date funds are no longer available, without notice.

(5) Completion of Study Phase services does not obligate OWNER to proceed with COMMISSIONING AUTHORITY to later project phases. OWNER may terminate this Agreement at completion of Study Phase services.

ARTICLE 8
OWNERSHIP OF DOCUMENTS

(1) Draft version of Study shall become property of OWNER. COMMISSIONING

AUTHORITY shall furnish OWNER with:

- (a) Original unbound copy of Draft version of Study in reproducible 8½ x 11 and / or 11 x 17 prints;
- (b) [Required Number (#)] regular bound copies of Draft version of Study in 8½ x 11 and / or 11 x 17 format;
- (c) Electronic copy of Draft version of Study in Word 2000 (or earlier version) on CD;
- (d) Electronic copy of any other files (e.g., AutoCAD 2007, Excel 2000, PowerPoint 2000, etc. (or earlier versions)) included in Draft version of Study on CD; and

- (e) Electronic copy of Draft version of Study in Adobe PDF 7.0 (or earlier version) converted from Word, AutoCAD, or other programs, on CD; minimize pdf file size by converting files rather creating scan of printouts.

ARTICLE 9

SUCCESSORS AND ASSIGNS

(1) OWNER and COMMISSIONING AUTHORITY each binds itself, its partners, successors, assigns and legal representatives to other parties to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither OWNER nor COMMISSIONING AUTHORITY shall assign, sublet or transfer any interest in this Agreement without written consent of other.

ARTICLE 10
EXTENT OF AGREEMENT

(1) This Agreement, including Services in Requested Services & Business Information attached hereto, represents entire integrated agreement between OWNER and COMMISSIONING AUTHORITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and COMMISSIONING AUTHORITY.

ARTICLE 11

GOVERNING LAW

(1) Law of State of Wisconsin shall govern this Agreement, with venue in Dane County Circuit Court.

ARTICLE 12

COMMISSIONING AUTHORITY'S LIABILITY INSURANCE

(1) COMMISSIONING AUTHORITY shall, at all times during term of this Agreement, indemnify, save harmless and defend OWNER, its boards, commissions, agents, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which OWNER, its officers, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of COMMISSIONING AUTHORITY furnishing services required to be provided under this Agreement, provided, however, that provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from acts or omissions of OWNER, its agents, boards, commissions, officers, employees or representatives. Obligations of COMMISSIONING AUTHORITY under this paragraph shall survive expiration or termination of this Agreement.

(2) In order to protect itself and OWNER, its officers, boards, commissions, agents, employees and representatives under indemnity provisions above, COMMISSIONING AUTHORITY shall at all times during term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (with OWNER as additional insured), together with professional malpractice or errors and omissions coverage, issued by company or companies authorized to do business in State of Wisconsin and licensed by Wisconsin Insurance Department, with liability coverage provided for therein in amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. OWNER shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, COMMISSIONING AUTHORITY shall furnish OWNER with certificate of insurance and, upon request, certified copies of required insurance policies. If COMMISSIONING AUTHORITY'S insurance is underwritten on Claims-Made basis, Retroactive Date shall be prior to or coincide with date of this Agreement, Certificate of Insurance shall state that coverage is Claims-Made and indicate Retroactive Date, COMMISSIONING AUTHORITY shall maintain coverage for duration of this Agreement and

for six years following completion of this Agreement, and COMMISSIONING AUTHORITY shall furnish OWNER, annually on policy renewal date, Certificate of Insurance as evidence of coverage. It is further agreed that COMMISSIONING AUTHORITY shall furnish OWNER with 30-day notice of aggregate erosion, in advance of Retroactive Date, cancellation, or renewal. In event any action, suit or other proceeding is brought against OWNER upon any matter herein indemnified against, OWNER shall give reasonable notice thereof to COMMISSIONING AUTHORITY and shall cooperate with COMMISSIONING AUTHORITY'S attorneys in defense of action, suit or other proceeding. COMMISSIONING AUTHORITY shall furnish evidence of adequate Worker's Compensation Insurance.

(3) COMMISSIONING AUTHORITY'S obligation to maintain professional errors and omissions insurance coverage shall remain in effect for period of two years following completion of construction of this Project. Copy of COMMISSIONING AUTHORITY'S professional insurance shall be filed with OWNER prior to commencement of the Project. COMMISSIONING AUTHORITY agrees to provide to OWNER at least thirty-day notice of intent to cancel any of these policies, whereupon OWNER shall have right to pay any premiums to retain insurance coverage or to obtain coverage from other companies, and OWNER shall be entitled to collect cost thereof from COMMISSIONING AUTHORITY. Cessation of insurance coverage shall have no effect on obligations and duties of COMMISSIONING AUTHORITY under law or this Agreement.

(4) In case of any sublet of work under this Agreement, COMMISSIONING AUTHORITY shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of COMMISSIONING AUTHORITY.

(5) Parties do hereby expressly agree that OWNER, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to reduction in amount of coverage required above. Extent of waiver shall be determined solely by OWNER'S Risk

Manager taking into account nature of the Project and other factors relevant to OWNER'S exposure, if any, under this Agreement.

ARTICLE 13

NO WAIVER BY PAYMENT OR ACCEPTANCE

(1) In no event shall making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as waiver by OWNER of any breach of covenants of this Agreement or a waiver of any default of COMMISSIONING AUTHORITY and making of any such payment or acceptance of any such service or product by OWNER while any such default or breach shall exist shall in no way impair or prejudice right of OWNER with respect to recovery of damages or other remedy as result of such breach or default.

ARTICLE 14

NONDISCRIMINATION

(1) COMMISSIONING AUTHORITY will not discriminate against any recipient of services, actual or potential, employee or applicant for employment, because of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s) and selection for training, including apprenticeship. COMMISSIONING AUTHORITY agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth provisions of this paragraph. Listing herein 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 extent allowable in state or federal law.

(2) COMMISSIONING AUTHORITY will, in all solicitations or advertisements for employees placed by or on behalf of COMMISSIONING AUTHORITY, state that all qualified applicants will receive consideration for employment and COMMISSIONING AUTHORITY shall include statement to effect that COMMISSIONING AUTHORITY is “Equal Opportunity Employer”.

(3) COMMISSIONING AUTHORITY will send to each labor union or representative of workers with which COMMISSIONING AUTHORITY has collective bargaining agreement or other contract or understanding, notice, to be provided by OWNER’S Affirmative Action Officer, advising labor union or workers' representative of commitments under this Agreement, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) COMMISSIONING AUTHORITY shall furnish all information and reports required by Affirmative Action Commission, and by rules, regulations, and orders of Affirmative Action Officer and will permit access to its books, records, and accounts by OWNER and OWNER’S Affirmative Action Officer for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ARTICLE 15

CIVIL RIGHTS COMPLIANCE

(1) If COMMISSIONING AUTHORITY has twenty or more employees and receives \$20,000 in annual contracts with OWNER, COMMISSIONING AUTHORITY shall submit to OWNER current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title VI and XVI of Public Service Health Act, Age Discrimination Act of 1975, Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. COMMISSIONING AUTHORITY shall also file Affirmative Action (AA) Plan with OWNER in accordance with requirements of Chapter 19 of Dane County Code of Ordinances.

COMMISSIONING AUTHORITY shall submit copy of its discrimination complaint form with its CRC/AA Plan. CRC/AA Plan must be submitted prior to effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by OWNER. If approved plan has been received during previous calendar year, plan update is acceptable. Plan may cover two-year period. COMMISSIONING AUTHORITY who has less than twenty employees, but who receives more than \$20,000.00 from OWNER in annual contracts, may be required to submit CRC Action Plan to correct any problems discovered as result of complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If COMMISSIONING AUTHORITY submits CRC/AA Plan to a Department of Workforce Development Division or to Department of Health and Family Services Division that covers services purchased by OWNER, verification of acceptance by State of COMMISSIONING AUTHORITY'S Plan is sufficient.

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

(3) COMMISSIONING AUTHORITY shall post Equal Opportunity Policy, name of COMMISSIONING AUTHORITY'S designated Equal Opportunity Coordinator and discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. Complaint process will be according to OWNER'S policies and procedures, and made available in languages and formats understandable to applicants, clients and employees. COMMISSIONING AUTHORITY shall supply to OWNER'S Contract Compliance Officer upon request, summary document of all client

complaints related to perceived discrimination in service delivery. These documents shall include names of involved persons, nature of complaints, and description of any attempts made to achieve complaint resolution.

(4) COMMISSIONING AUTHORITY shall provide copies of all announcements of new employment opportunities to OWNER'S Contract Compliance Officer when such announcements are issued.

(5) If COMMISSIONING AUTHORITY is government entity having its own compliance plan, COMMISSIONING AUTHORITY'S plan shall govern COMMISSIONING AUTHORITY'S activities.

ARTICLE 16

DOMESTIC PARTNERSHIP BENEFITS

(1) COMMISSIONING AUTHORITY agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. COMMISSIONING AUTHORITY agrees to make available for OWNER'S inspection COMMISSIONING AUTHORITY'S payroll records relating to employees providing services on or under this Agreement or sub-agreement. If any payroll records of COMMISSIONING AUTHORITY contain any false, misleading or fraudulent information, or if COMMISSIONING AUTHORITY fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Agreement; terminate, cancel or suspend Agreement in whole or in part; or, after due process hearing, deny COMMISSIONING AUTHORITY right to participate in proposing on future County agreements for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

ARTICLE 17

LIVING WAGE

(1) COMMISSIONING AUTHORITY agrees to pay all workers employed by COMMISSIONING AUTHORITY in performance of this Agreement, whether on a full-time or part-time basis, prevailing living wage as defined in Chapter 25.015(1)(f), Dane County Ordinances. COMMISSIONING AUTHORITY agrees to make available for OWNER inspection COMMISSIONING AUTHORITY'S payroll records relating to employees providing services on or under this Agreement or subcontract.

(2) If any payroll records of COMMISSIONING AUTHORITY contain any false, misleading or fraudulent information, or if COMMISSIONING AUTHORITY fails to comply with provisions of Chapter 25.015 of Dane County Code of Ordinances, OWNER may withhold payments on Agreement, terminate, cancel or suspend Agreement in whole or in part, or, after due process hearing, deny COMMISSIONING AUTHORITY right to participate in bidding on future OWNER contracts for period of one year after first violation is found and for period of 3 years after second violation is found.

(3) COMMISSIONING AUTHORITY agrees to submit to OWNER certification as required in Chapter 25.015(7) of Dane County Code of Ordinances.

(4) COMMISSIONING AUTHORITY agrees to display OWNER'S current living wage poster in prominent place where it can be easily seen and read by persons employed by COMMISSIONING AUTHORITY.

(5) COMMISSIONING AUTHORITY shall ensure that any subcontractors comply with provisions of this Chapter 25.

(6) What follows are exemptions from requirements of Chapter 25:

- (a) When Maximum Cost of Agreement is less than \$5,000;
- (b) When COMMISSIONING AUTHORITY is school district, municipality, or other unit of government;

- (c) When employees are persons with disabilities working in employment programs and COMMISSIONING AUTHORITY holds current sub-minimum wage certificate issued by U.S. Department of Labor or where such certificate could be issued but for fact that COMMISSIONING AUTHORITY is paying wage higher than minimum wage;
- (d) When individual receives compensation for providing services to family member;
- (e) When employees are student interns;
- (f) When COMMISSIONING AUTHORITY meets any other criteria for exemption outlined in Chapter 25.015(1)(d) of Dane County Code of Ordinances; and
- (g) Where Agreement is funded or co-funded by government agency requiring different living wage, higher wage requirement shall prevail.

ARTICLE 18
MISCELLANEOUS

(1) COMMISSIONING AUTHORITY warrants that it has complied with all necessary requirements to do business in State of Wisconsin, that persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that name and address of COMMISSIONING AUTHORITY’S registered agent is follows:

(2) COMMISSIONING AUTHORITY shall notify OWNER immediately, in writing, of any change in its registered agent, his or her address, and COMMISSIONING AUTHORITY’S legal status. For partnership, term “registered agent” shall mean general partner.

(3) This Agreement is intended to be agreement solely between 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 parties.

(4) Entire agreement of parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between parties relating to subject matter hereof. Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

(5) Parties may evidence their agreement to foregoing upon one or several counterparts of this instrument, which together shall constitute single instrument.

SAMPLE

IN WITNESS WHEREOF, OWNER and COMMISSIONING AUTHORITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of date by which all parties hereto have affixed their respective signatures, as indicate below.

* * * * *

FOR COMMISSIONING AUTHORITY:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

SAMPLE

* * * * *

FOR OWNER:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, County Clerk Date