



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

April 18, 2016

CITY OF MADISON
ADVERTISEMENT TO REQUEST STATEMENTS OF QUALIFICATIONS
FOR COMMISSIONING CONSULTANT SERVICES FOR
MIDTOWN POLICE STATION

The City of Madison requests statements of qualifications for Commissioning Authority services for the project.

Commissioning consultants wishing to be considered for this project should submit 5 printed copies of their statements of qualifications, and one electronic copy in .pdf format on a CD or flash drive, to Jim Whitney, Dept. of Public Works, City-County Bldg. Rm. 115, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703, no later than 4:00 P.M., FRIDAY, APRIL 29, 2016. Direct questions to Jim Whitney at (608) 266-4563.

The Project is the development and preparation of professional commissioning services for the design and construction of a new building, including site work, for the Midtown Police Station, located at 4018 Mineral Point Road in Madison, Wisconsin.

The building will be around 22,000 square feet on a 2.4 acre site.

The Project shall include commissioning, enhanced commissioning, energy modeling, and measurement & verification services. These services will include documenting Owner's requirements, developing a commissioning plan, review of design submittals, O&M manual review, systems manuals, training, operations and warranty review, and commissioning reports, and similar items. The scope of this Project includes energy modeling and simulation engineering services, and measurement & verification services after completion of construction. Enhanced commissioning, energy modeling, and measurement & verification services shall meet the requirements of USGBC LEED-NC design and construction criteria.

Systems to be commissioned include the entire HVAC system (boilers/chillers/pumps/piping/air distribution), building automation system for the HVAC system, entire plumbing system (domestic hot water/cold water/waste/vent piping/fixtures/valves), entire electrical systems (lighting fixtures/lighting controls/electrical panels/transformers/motor control centers/electrical motors, similar items), and building envelope and roofing system as it pertains to HVAC energy conservation. The commissioning services shall ensure that building systems are designed, installed, functionally tested and capable of being operated and maintained to perform within the building design intent and engineering design intent.

The Commissioning Authority shall provide supporting services for building improvements that will achieve LEED Certification-Silver following the U.S. Green Building Council's LEED for New Construction (LEED-NC) Rating System (for a copy of the LEED-NC Rating System go to www.usgbc.org and click on LEED). The environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in sustainable technologies that address waste reduction, energy efficiency, water

April 18, 2016

Page 2

efficiency, storm water management, materials and resources, indoor environmental quality, operations, and maintenance.

The Project is scheduled for design in 2016 with construction scheduled to begin in 2017.

The preliminary construction budget, including site development work, for this project is around \$6,000,000.

The City anticipates hiring a consultant in June 2016.

The primary consultant shall be an Engineer licensed design professional. A copy of the basic Owner-Consultant (Design Professionals) contract that the City anticipates using for this contract is available upon request. The City does not anticipate making changes to the language in the purchase of services contract.

Respondents are notified that materials submitted to the City in response to this request become public documents. The documents are then available to the public as governed by the "open records" statutes of the State of Wisconsin.

Interviews for selected candidates are tentatively scheduled during the week of May 23, 2016.

On April 17, 2007 the Common Council of the City of Madison adopted its Local Preference Purchasing Policy, which can be viewed here:

<https://www.cityofmadison.com/business/localpurchasing>

For Request for Proposals or Qualifications, local vendors are provided with a bonus equal to 5% of total available points. In order to be considered a local vendor, vendors need to sign-up on the City's web site and meet the requirements.

<https://www.cityofmadison.com/business/localPurchasing/signup.cfm>

CONSULTANTS WILL BE EXPECTED TO PERFORM THE FOLLOWING:

1. Assist the City with development of the Owner's Project Requirements.
2. Provide professional commissioning services during the design of the project including development of the commissioning specification.
3. Assist the City's MEP engineering design consultants with development of Basis of Design documentation.
4. Provide energy modeling services.
5. Assist in the bidding process for the project.
6. Provide professional commissioning services during construction of the project.
7. Provide measurement and verification services after completion of construction.

PERFORMANCE OF THE ABOVE SHALL INCLUDE THE FOLLOWING:

1. Make presentations to appropriate City user groups, and prepare appropriate presentation materials.

2. Meet and confer with City staff and others as needed or requested by the City, to complete all aspects of this project.
3. All commissioning services shall be in compliance with LEED-NC requirements.
4. Prepare and distribute meeting minutes and reports as needed.

POTENTIAL CONSULTANTS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION:

1. A description of the qualifications, experience, organization and resources of the firm.
2. A list of similar types of work previously completed, with the name and address of clients for whom the work was done.
3. A list of staff that will be committed to the project, with their professional resumes.
4. A description of techniques intended to be used in commissioning delivery approach of the project.
5. A description of techniques intended to be used in energy modeling approach of the project.
6. A description of techniques intended to be used in verification & measurement approach of the project.
7. A description of techniques to be used to achieve LEED-NC green building compliance.
8. A description of subconsultants, if any are contemplated, indicating what portion of the work is to be done by them.
9. Intent to comply with the Affirmative Action Ordinance of the City of Madison.
10. Intent to comply with the insurance requirements of the City of Madison, which are as follows:

Workers Compensation	Statutory
Commercial General Liability	
Per Occurrence	\$1,000,000
Annual Aggregate (per project)	2,000,000
Automobile Liability (CSL)	1,000,000
Umbrella Liability	2,000,000
Professional Liability Coverage	2,000,000

The City of Madison, its officers, officials, agents and employees shall be listed as an Additional Insured on General Liability.

Electronic version of these documents may be obtained at any of the following online locations:

State of Wisconsin, VendorNet System – www.vendornet.state.wi.us

City of Madison Public Works – www.cityofmadison.com/business/pw/requestforproposals.cfm

Demandstar by Onvia:- www.demandstar.com

Interested consultants shall submit five (5) printed copies of their statements of qualifications, and one electronic copy in .pdf format on a CD or flash drive, to the Engineering Division by 4:00 PM on Friday

April 18, 2016

Page 4

April 29, 2016. Submit qualifications to:

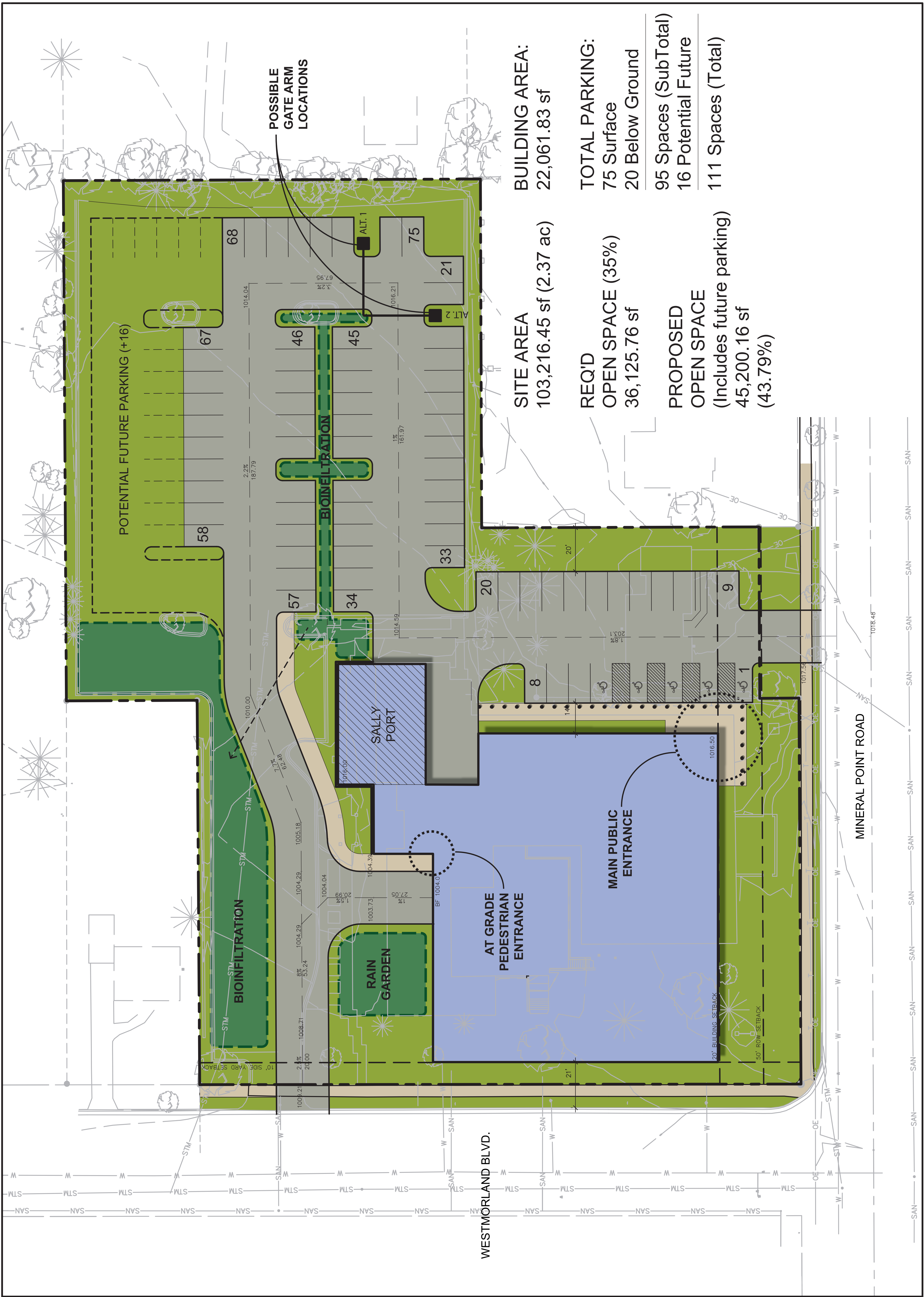
Jim Whitney
City of Madison, Department of Public Works
Engineering Division, Room 115
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Please carefully review the RFQ and follow all instructions. The successful consultant must be agreeable to the City Of Madison standard contract language in the sample purchase of services contract. Questions regarding this project may be directed to Jim Whitney at 608-266-4563 or jwhitney@cityofmadison.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, overlapping loops.

Robert F. Phillips, P.E.
City Engineer



SITE AREA
103,216.45 sf (2.37 ac)

BUILDING AREA:
22,061.83 sf

REQ'D OPEN SPACE (35%)
36,125.76 sf

TOTAL PARKING:
75 Surface
20 Below Ground

PROPOSED OPEN SPACE
(Includes future parking)
45,200.16 sf
(43.79%)

95 Spaces (SubTotal)
16 Potential Future
111 Spaces (Total)



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

***Your contract MUST include the following information,
or it will not be signed by the City.***

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV.
 - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this with your City contact person and **check A**.
 - If this is your first applicable Contract with the City, and/or you don't have a plan on file, and you are not exempt as noted in sec. 13.B., **check B**. You must file a plan within 30 days. The Model Affirmative Action Plan is here: www.cityofmadison.com/dcr/documents/AAP-VS.doc
 - If you are exempt because you have fewer than 15 employees, **check C**, and complete the Request for Exemption form available here: www.cityofmadison.com/dcr/aaFormsVS.cfm
 - If you have 15 or more employees but you will be paid less than \$25,000 by the City, in total annual business for the calendar year, (including this contract) **check D**.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

Certificate Holder: City of Madison
Attn: Risk Manager
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:
www.cityofmadison.com/finance/documents/CertInsurance.pdf

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

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CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and _____
(Design Professionals)

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor".

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

COMMISSIONING SERVICES FOR MIDTOWN POLICE STATION - CONTRACT NO. 7725: Provide professional commissioning services for the design and construction of a new building, including site development, for the Midtown Police Station located at 4018 Mineral Point Road in Madison, Wisconsin. The project is to provide tasks and objectives related to commissioning requirements during the pre-design, schematic design, design development, construction documents, construction administration, and post-construction phases of the project. The commissioning services shall include enhanced commissioning, energy modeling and simulation engineering services, and measurement and verifications services. Systems to be commissioned shall include heating, ventilating, & air conditioning (HVAC) systems, building automation system (BAS), lighting and daylighting controls, domestic hot water (DHW) systems, renewable energy systems, building envelope, and similar items. Services shall include enhanced commissioning to achieve at a minimum LEED Certification - Silver following the U.S. Green Building Council's LEED for New Construction (LEED-NC) rating system; as described in the ___-page "Scope of Services and Schedule of Payments", Contract No. 7527, including all exhibits attached thereto, incorporated herein and attached as Attachment No. 1.

Exhibit 'A': 1-page Concept Site Plan dated 2/22/16.
(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be from the date of signature by the Mayor to _____, 20__.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall

not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Robert Phillips, P.E., City Engineer

(Department or Division Head)

Dept. of Public Works, Engineering Division, City-County Building, Room 115

210 Martin Luther King Jr. Blvd., Madison, WI 53703

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or

suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **INSURANCE.**

A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**
Unless Contractor is not subject to the requirements of Section 4.20, Madison General Ordinances, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

31. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

32. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

33. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

34. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Kathryn L. Schwenn, CPA, Accountant 3
Designee of Finance Director

_____ Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

CONTRACT NO. 7725

In this Attachment 1; the word “City” means City of Madison, Wisconsin; the word “Commissioning Authority” means the licensed engineering professional to perform commissioning services, Company Name; the word “Architect” means the licensed building design professional; the word “General Building Contractor” means the entity which will construct the structure; and the word “Project” shall mean the construction of the Midtown Police Station.

ARTICLE I. PROJECT DESCRIPTION

The Project is the development and preparation of professional commissioning services for the design and construction of a new building, including site work for the Midtown Police Station. The Midtown Police Station is located at 4018 Mineral Point Road in Madison, Wisconsin.

The Project shall include enhanced commissioning services and shall include documenting the Owner’s project requirements and basis of design documents, developing a commissioning plan, review of design and construction submittals, review O&M manuals, preparation of systems manuals, training, operations and warranty review, commissioning reports, and similar items.

The scope of this Project includes energy modeling and simulation engineering services, and measurement & verification services after completion of construction. Enhanced commissioning, energy modeling, and measurement & verification services shall meet the requirements of USGBC LEED-NC design and construction criteria.

Systems to be commissioned shall include:

- The entire HVAC system including boilers, chillers, pumps, piping, and air distribution, and similar items.
- The building automation system for the HVAC system.
- The entire plumbing system including domestic hot water, cold water, waste, vent piping, fixtures, valves, and similar items.
- The entire electrical systems including lighting fixtures, lighting controls, daylighting controls, electrical panels, transformers, motor control centers, electrical motors, and similar items.
- Renewable energy systems including solar hot water heating and photovoltaic electrical power generation and similar systems.
- The building envelope and roofing system as it pertains to HVAC energy conservation.
- The emergency power generation system.

The commissioning services shall ensure that building systems are designed, installed, functionally tested and capable of being operated and maintained to perform within the building design intent.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

The Commissioning Authority shall provide supporting services for building improvements that will achieve LEED Certification-Silver following the U.S. Green Building Council's LEED for New Construction (LEED-NC) Rating System (for a copy of the LEED-NC Rating System go to www.usgbc.org and click on LEED). The environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in sustainable technologies that address waste reduction, energy efficiency, water efficiency, storm water management, materials and resources, indoor environmental quality, operations, and maintenance.

The building will be around 22,000 square feet on a 2.4 acre site. The estimated preliminary construction budget, including site development, for this project is \$6,000,000.

Attachment 1 shall include the following exhibits:

Exhibit A: 1-page Concept Site Plan dated 2/22/16.

ARTICLE II. SERVICES TO BE PERFORMED BY THE COMMISSIONING AGENT

The Commissioning Authority's services shall consist of the seven (7) phases described below and shall be performed by the Commissioning Authority as principal.

PHASE I: PRE-DESIGN PHASE

- A. Review all pre-design information provided by the City.
- B. Attend a pre-design charrette meeting, organized by the Architect, to develop clear and quantitative sustainability goals that: optimize energy efficiency, promote occupant productivity and health, promote resource conservation and environmental responsibility. The charrette will be attended by the Architect and various disciplines of the design firm and its consultants. The sustainable design goal setting session shall be used to develop consensus of the strategies and technologies to be explored during design. The Architect will use LEED-NC rating system as a goal setting tool to establish a LEED target.
- C Assist the City with initial development of the Owner's Project Requirements.
- D. Meet and confer with City staff, users, and others as required to complete all commissioning approval needs and completion aspects of pre-design phase.
- E. The Commissioning Authority shall not proceed beyond Phase I without written authorization from the City's Designated Representative.

PHASE II: SCHEMATIC DESIGN PHASE

- A. Review all schematic design information provided by the City.
- B. Perform focused reviews of the Architect's drawings and specifications.
- C. Develop an energy simulation model of the building and provide simulations of different mep systems for the building, including basic life cycle costing. The system costs will be provided by the architectural and engineering consultants.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

Or

Assist Focus on Energy, architectural and engineering consultants with developing energy conservation measures for the building. This could include general ideas, basic schematics or information from previous projects. Assist with Focus on Energy bundling process. Provide opinion of the number of LEED points associated with each Focus on Energy Bundle. Primary modeling tool for this phase will be provided by Focus on Energy.

- D. Meet and review Owner's Project Requirements (OPR) with the City and Architect.
- E. Prepare a draft commissioning plan.
- F. Review Architect's sustainability schematic design report. The Architect's report shall contain a narrative discussion of project goals and priorities developed as part of the charrette including a completed copy of the LEED assessment. The Architect's report shall contain opportunities and special features for design elements to address incorporating "Green Building" design materials and system(s) into the project design and shall include preliminary cost estimates associated with proposed green building design materials and system(s).
- G. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of schematic phase.
- H. The Commissioning Authority shall not proceed beyond Phase II without written authorization from the City's Designated Representative.

PHASE III: DESIGN DEVELOPMENT PHASE

- A. Review all design development information provided by the City.
- B. Perform focused reviews of the Architect's drawings and specifications.
- C. Update the energy simulation model of the building and provide simulations of different equipment options for the building, including simple payback analysis. The equipment costs will be provided by the architectural and engineering consultants.

Or

Continue to assist Focus on Energy, architectural and engineering consultants with developing energy conservation measures for the building. This could include different equipment options or configurations to improve efficiency. It is assumed that the general systems will be selected prior to this phase. Assist with Focus on Energy bundling process. Provide opinion of the number of LEED points associated with each Focus on Energy Bundle. Primary modeling tool for this phase will be provided by Focus on Energy.

- D. Update draft commissioning plan.
- E. Assist the City and Architect to review the development of the Basis of Design.
- F. Develop draft commissioning specifications for all commissioned equipment.
- G. Meet and confer with the City and Architect where the engineering design team and the commissioning agent discuss integration issues between equipment, systems and controls to ensure

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

that all responsibilities are clearly described in the Architect's specifications.

- H. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of design development phase.
- I. The Commissioning Authority shall not proceed beyond Phase III without written authorization from the City's Designated Representative.

PHASE IV: CONSTRUCTION DOCUMENTS PHASE

- A. Review all construction document information provided by the City.
- B. Perform focused reviews of the Architect's drawings and specifications.
- C. Update the energy simulation model of the final building design to include selected options and document final results of simulations to GBCI for LEED Review, including LEED baseline simulation. These simulations will also be the basis for the Measurement & Verification work during post occupancy.
Or
Based on the selected Focus on Energy Bundle, generate an energy simulation model of the final building design to include selected options and document final results of simulations to GBCI for LEED Review, including LEED Baseline simulation. These simulations will also be the basis for the Measurement & Verification work during post occupancy.
- D. Prepare final commissioning plan.
- E. Assist the City and Architect to review the development of the Basis of Design.
- F. Develop final commissioning specifications for all commissioned equipment.
- G. Meet and confer with the City and Architect where the engineering design team and the commissioning agent discuss integration issues between equipment, systems and controls to ensure that all responsibilities are clearly described in the Architect's specifications.
- H. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of construction document phase.
- I. The Commissioning Authority shall not proceed beyond Phase IV without written authorization from the City's Designated Representative.

PHASE V: BIDDING PHASE

- A. Attend pre-bid meeting and prepare addendum information to answer commissioning related questions.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

PHASE VI: CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- A. Review all construction administration information provided by the City.
- B. Coordinate and direct commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms.
- C. Review construction shop drawing submittals in conjunction with Architect reviews.
- D. The commissioning agent and construction manager shall work in conjunction to coordinate all testing, inspecting and site specific activities pertaining to commissioning.
- E. Review O&M manual documents in compliance with LEED-NC criteria.
- F. Review systems manual documentation.
- G. Plan and conduct commissioning meetings as needed, prepare and distribute minutes.
- H. Review requests for information (RFI's) and change orders for impact on commissioning and Owner's objectives.
- I. Write and distribute commissioning checklists for all applicable equipment. These checklists shall provide static inspections, pre-functional tests, functional tests, and set point adjustments.
- J. Perform site visits, as necessary, to observe component and system installations. Attend selected construction jobsite meetings.
- K. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed.
- L. Witness ductwork testing and cleaning, sufficient to be confident that proper procedures were followed.
- M. Complete commissioning checklist for both static and pre-functional testing. Verify that 100% of the equipment checklists are completed by the contractors.
- O. Document systems start-up by reviewing start-up reports and by selected site observations.
- P. Approve air and water systems balancing by spot testing and by reviewing completed reports.
- Q. Prepare functional performance test procedures for equipment and systems. Include manual functional testing, energy management control system trending, and may include stand-alone data-logger monitoring.
- R. Analyze functional performance trend logs and monitoring data to verify performance.
- S. Coordinate, witness, and document manual functional performance tests performed by the

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.

- T. Meet and confer with City staff, users, and others as required to complete all approval needs and completion aspects of construction administration phase. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling seasons. However, some overwriting of control values to simulate conditions shall be allowed.
- U. Maintain a master deficiency log with internet access and a separate record of functional testing. Report all issues as they occur directly to the General Building Contractor. Provide written reports and test results with recommended actions and deficiency updates.
- V. Review equipment warranties to ensure that the building owner's responsibilities are clearly defined.
- W. Oversee the training of the building owner's operating personnel.
- X. Review and approve preparation of the O&M manuals for commissioned equipment.
- Y. Prepare a measurement and verification plan in compliance with LEED-NC requirements, that will include establishing a baseline for energy consumption, determine measuring criteria, formulate a post construction inspection, and provide quality assurance plan to ensure accurate and frequent auditing of the energy consumption over time.
- Z. Compile commissioning report. Provide commissioning summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, include a disposition of the Commissioning Authority regarding the adequacy of the equipment meeting the specifications, equipment installation, equipment functional performance and efficiency, equipment documentation, and operator training. All outstanding non-compliance items shall be specifically listed with recommendations for improvement.
- A1. Compile a systems manual that consists of owner objectives (by City), design narrative and basis of design (by Architect), performance matrix, space and use descriptions, single line drawings and schematics for major systems (by Architect), control drawings, sequences of control (by General Building Contractor), table of setpoints and implications when changing them, schedules, instructions for operations of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for retro-commissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with brief description of what to look for in them.

PHASE VII: POST-CONSTRUCTION PHASE

- A. Coordinate and supervise required seasonal of deferred testing and deficiency corrections and provide the final testing documentation for the commissioning report and O&M manuals.

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

- B. Return to the site at the 10th month of the 12-month warranty period and review with the City's facilities maintenance staff the current building operation and the condition of the outstanding issues related to the original and seasonal commissioning. Interview City staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist City staff in developing reports and documents and requests for services to remedy ongoing equipment problems.
- C. Complete a measurement and verification plan in compliance with LEED-NC requirements, that will determine utility savings under actual operating conditions. Review the operation of data collection systems at 6 and 12 months of normal operation. Verify ongoing performance of energy conservation measures and green building strategies. Provide results of the measurement and verification process in the final commissioning report if 12 months of normal operation is achieved within 14 months of substantial completion.

ALL TASKS OUTLINED IN PHASES I THROUGH VI ABOVE SHALL INCLUDE THE FOLLOWING

- A. Make presentations to appropriate groups, and prepare appropriate presentation materials.
- B. Meet and confer with City staff and others as needed or requested by the City, to complete all aspects of this project.
- C. Meet and confer with the City's designated Architect as needed or requested by the City, to complete all aspects of this project. The Commissioning Authority shall assist the City's Architect in documentation efforts, providing all necessary supporting documentation directly related to the Commissioning Authority's engineering services.

ARTICLE III. RESPONSIBILITIES OF THE CITY

- A. Furnish information required of City as expeditiously as necessary for the orderly progress of the work.
- B. The City may, at its option, print and distribute portions of any documents prepared under this contract. In the event the City elects to have the Commissioning Authority prepare extra copies beyond those provided by the Commissioning Authority in the performance of this contract, the City shall reimburse the Commissioning Authority for the actual cost thereof.
- C. At all times, the City reserves the right to make public all information concerning this Project and to choose the form, content, method of presentation, by whom presented, and the time of release; and at any time during or after completion of this project.

ARTICLE IV. PERSONNEL ASSIGNED

ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION

A. Commissioning Authority's Personnel:

Principal of the Commissioning Authority: The Commissioning Authority agrees that all its activities performed pursuant to the terms of this contract will be coordinated and directed as Principal of the Commissioning Authority by:

name, company

Project Manager:

name, company

Other Staff of the Commissioning Authority:

name, company

Principals of the Sub-Consulting firms are:

name, company

The Principal of the Commissioning Authority shall be the general administrator of the professional services for the Project, and shall be responsible for commissioning services contracts, change of scope authorizations, and staffing assignments. The Principal of the Commissioning Authority shall be responsible for oversight of commissioning services throughout the duration of the Project.

The Project Manager shall be responsible for budgets, scheduling, and quality control of commissioning services and shall facilitate the exchange of information and schedule meetings as needed among the Architect and the City user groups as necessary for the coordination and completion of the Project.

The Sub-Consultant is an independent contractor responsible for means and methods used in performing their professional services; and is not an employee, agent, or partner of the Commissioning Authority. Employees or sub-consultants of the Commissioning Authority shall not in any way be construed as employees of the City.

Activities to be performed by a Principal, either the Commissioning Authority, sub-consultant, or both, as described in this Contract including the attachments and exhibits, shall be performed by or under the supervision of the appropriate Principal named above. In the event of the death or disability of the named Principal such as to be unable to participate in the above described activities, or if the named principal leaves the employment of the Commissioning Authority, or in any other way becomes incapable of performing the above-described activities, the City may accept another as Principal or terminate this Agreement pursuant to the provisions of this Agreement, at it's option.

B. City's Representative:

All dealings between the City and the Commissioning Authority with respect to the subject matter of the Agreement shall be with the City's Designated Representative. The City's Designated Representative is _____. The representative shall inform the Commissioning Authority as to groups and staff with which it is to consult, provide prompt evaluation of requests of such groups, examine documents and receive inquiries submitted by the Commissioning Authority, refer information and requests submitted by the Commissioning

**ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION**

Authority to appropriate officials, departments and bodies and obtain or render decisions promptly with respect thereto so as to avoid delays in the work of the Commissioning Authority. The designation of the representative thereof shall not limit those with whom the Commissioning Authority may have contact if, in the Commissioning Authority's judgment, consultation with others will be of assistance.

ARTICLE V. COMPLETION SCHEDULE

The work shall commence after final contract execution by the City and upon issuance by the City's representative of official notice to proceed.

ARTICLE VI. PAYMENT SCHEDULE

The City shall make periodic payment to the Commissioning Authority in approximate proportion to services performed so that the compensation on the completion of each task described herein shall not exceed the following percentage of the contract price specified in Section 23 of this contract document.

Phase I	Pre-Design	5%
Phase II	Schematic Design	10%
Phase III	Design Development	20%
Phase IV	Construction Documents	35%
Phase V	Bidding and Negotiation	40%
Phase VI	Construction Administration	90%
Phase VII	Post-Construction	100%

The Commissioning Authority shall submit periodic statements certifying the sum so determined due and outlining the progress of the work to date. These reports shall be submitted to the City's Designated Representative and shall be subject to review by City personnel at the discretion of the City's designated representative.

No itemized expenses. Expenses including but not limited to travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project-related expenditures by the Architect, are included in the total contract price under Paragraph 23 of the Contract for Purchase of Services.

ARTICLE VII. ADDITIONAL SERVICES

Any additional services over and above the services described in Attachment #1, in Article II of the Scope of Services shall be provided when authorized in writing by the City's Designated Representative. For additional service, the Commissioning Authority's additional compensation will be based on the following rates for individuals assigned to the Project:

The Commissioning Authority's principal time at the rate of \$_____ per hour; the Commissioning Authority's employees' time at a multiple of 2.75 times the employees "base hourly salary." "Base hourly salary," means the employees hourly W-2 earnings.

Employees of Subconsultant, time at the following rates:

**ATTACHMENT NO. 1
SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS
MIDTOWN POLICE STATION**

At a multiple of 2.75 times the employees “base hourly salary.”

Such rates shall include but not be limited to the usual overhead costs such as clerical and office support and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits for all persons in consultation, research and design in producing report, drawings, specifications and other documents pertaining to the project. Services of professional subconsultants not included in Article II of this contract engaged by the Commissioning Authority with the written consent of the City's Designated Representative shall be compensated at a multiple of one point one (1.1) times the amount billed to the Commissioning Authority for such services.

The Commissioning Authority and subconsultants listed in Article II shall be paid for reimbursable expenses that apply to additional services, as listed herein that are in excess of usual and customary expenses. Usual and customary expenses shall include expenses for travel, telephone, data communications, reproductions, postage and delivery, and other similar direct project related expenditures.

The additional services rates listed above shall include usual and customary overhead associated with deliverance of the additional service.

REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES	
Mileage—in excess of travel required for basic service (beyond metropolitan area of Architect’s home office)	\$0.51/mile
Travel and Subsistence—in excess of travel required for basic service (beyond metropolitan area of Architect’s home office)	Cost
Long Distance Telephone, Telex, Telecopy, etc.	Cost
Postage, Handling, etc. (in excess of usual and customary office support)	Cost
Color Copies (8 ½” x 11”)	\$0.10/copy
Color Copies (11” x 17”)	Cost
Electrostatic Copies	Cost
Plotting	Cost
Reproduction and Printing (in excess of usual and customary project support)	Cost
Materials (in excess of usual and customary project support)	Cost
Equipment Rental	Cost

At the request of the City's Designated Representative, the Commissioning Authority shall provide a statement listing the names of individuals who worked on the additional services, the category of work, the number of hours worked and the hourly rates based on the aforementioned rates of the individuals. All cost records of the Commissioning Authority and the Commissioning Authority’s subconsultants, including but not limited to time sheets, payrolls, receipts, invoices, and vouchers shall be available for inspection by representatives of the City upon request.

End of Attachment No. 1.