



Request for Qualifications #274-2025- RCPAC-09

Title: Request for Qualifications for Commissioning Services for the New Red Hat Amphitheater

Issue Date: 02/24/2025

Due Date: 03/13/2025 at 4:00 PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

**Issuing Department: Raleigh Convention and
Performing Arts Complex**

Direct all inquiries concerning this RFQ to:

Olivia Holbrook
Capital Projects Manager
Email: olivia.holbrook@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh invites qualified and experienced firms to submit qualification packages for Request for Qualifications (RFQ) solicitation for professional commissioning services for the design and construction of the New Red Hat Amphitheater located at 205 and 233 W. Lenoir Street

All information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

The selected firm will work with the Owner, Designer, CMAR, and other consultants to complete the project. In addition to the design team and CMAR, the selected consultant will be required to coordinate and work cooperatively with other consultants hired by the City. The City anticipates having other consultants for security and threat assessment, cost estimating, special inspections, construction materials testing, and other services that may arise.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

A detailed scope of services for the project is provided in **Section 4 Scope of Services and Appendix VIII**.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Olivia Holbrook, Capital Projects Manager	olivia.holbrook@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest-growing areas in the country. A great economy, top educational institutions, and exceptional healthcare facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse workforce, and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st-century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure, and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges,

citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st-Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Raleigh Convention and Performing Arts Complex (RCPAC) includes the Raleigh Convention Center, Martin Marietta Center for Performing Arts, Red Hat Amphitheater and Coastal Federal Credit Union Music Park at Walnut Creek.

Red Hat Amphitheater is a new facility designed for an undeveloped site located at 205 and 233 W. Lenoir Street. The new amphitheater will replace the existing amphitheater located one block north to allow for new Raleigh Convention Center expansion. The planned facility will be a single-story entertainment venue at approximately 57,724 gross sf and a seating capacity of approximately 6000 patrons.

1.3 **RFQ Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the project. All times shown are Eastern Time (ET):

RFQ Process	Date and time
RFQ Advertisement Date	02/24/2025
Deadline for written questions	03/03/2025 at 4:00pm EST
City Response to Questions (anticipated)	03/06/2025
Submittal Due Date and Time	03/13/2025 at 4:00 pm EST
Interview Notifications (anticipated)	03/20/2025 The Project Manager will contact firms selected for interviewing.
Evaluation Meeting (anticipated)	03/27/2025
Selection Announcement (tentative)	March 2025

1.4 **Pre-Submittal Conference**

The City will **not** conduct a Pre-Submittal Conference. **All Submitting Firms are encouraged to establish intent to submit by emailing the Project Manager.**

1.5 **Questions**

Requests for clarification and questions to this RFQ must be received by the City not later than the date shown above in Section 1.3 RFQ Timeline, after which time no future questions will be accepted. The firm's failure to request clarification and submit questions by the date in the

RFQ Timeline above shall be considered to constitute the firm's acceptance of all the City's terms and conditions and requirements. Questions submitted via telephone will not be answered. Clarifications and questions must be written and/or submitted electronically to the Project Manager.

The City shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to the North Carolina electronic Vendor Portal eVP website. No information, instruction, or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFQ.

It is important that all Respondents submitting to this RFQ periodically check the North Carolina eVP website for any Addenda. It is the Respondents' responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Olivia Holbrook, Capital Projects Manager	olivia.holbrook@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Submittal Requirements and Contact Information

Submittals must follow the format as defined in Section 2, Qualifications Package, and be addressed and submitted as follows (Allow adequate time for USPS delivery):

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER SERVICES:</u>
Attn: Olivia Holbrook; Administrative Office City of Raleigh Raleigh Convention Center 500 S. Salisbury Street Raleigh, NC 27601 RFQ #274-2025- RCPAC-09 (Allow adequate time for US postal service delivery)	Attn: Olivia Holbrook; Administrative Office City of Raleigh Raleigh Convention Center 500 S. Salisbury Street Raleigh, NC 27601 RFQ #274-2025- RCPAC-09 (during normal business hours)

Submittal Package Requirements:

Submittals must be enclosed in a sealed envelope or package and clearly marked with the name of the submitting company, the *RFQ number* and the *RFQ Title*.

Complete and enclose the **checklist provided as Appendix VII** to the submittal package.

Proposers must submit:

- A. Paper Submittal: **Two (2)** signed hard copies of the Submitter's qualifications package including MWBE documentation, appendices, and all other required documentation. Do not include Financial Statements and hourly rates within this submittal package. See the Confidential Submittal below for instructions.
- B. Electronic Submittal: **Two (2)** electronic versions, viewable and printable, portable document file formatted (PDF) files on separate flash drive storage devices. Do not include Financial Statements and hourly rates within this electronic submittal. See the Confidential Submittal below for instructions.
- C. and one 1 paper copy of the signed proposal
- D. Refer to Appendix III – Reference Questionnaire Submittal requirements for submittal requirements.

Submitter Firms must respond to the entire RFQ. Any incomplete responses may be eliminated from consideration at the discretion of the City of Raleigh. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a flash drive. Both hard copy and electronic versions must be received by the City on or before the RFQ date and time provided in Section 1.3 RFQ Timeline. Proposals received after the RFQ deadline above will not be considered and will be returned unopened to the return address provided on the submission envelope.

Any requirements in the RFQ that cannot be met must be indicated on Appendix VI: Exceptions to the RFQ and submitted with the qualifications. Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete submittal may be eliminated from competition at the discretion of the City of Raleigh. The City reserves the right to reject any or all submittals for any reason and to waive any informality it deems in its best interest.

Submittals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3 RFQ Timeline. Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section 1.6 by the due date and time specified in Section 1.3 RFQ Timeline.

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority-owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your qualification package.

1.8 Rights to Submitted Material

All qualification packages and supporting materials, as well as correspondences relating to this RFQ, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Qualifications will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. **Any proprietary data must be clearly marked.** In submitting qualifications, each submitting firm/company agrees that the City may reveal any trade secret materials contained in such submittal to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process. Qualification submittals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFQ with any City staff, elected City officials, or evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 Purpose, prior to the deadline provided in Section 1.3 RFQ Timeline. Violation of this provision may result in the firm’s proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFQ.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting, N.C.G.S. § 14-234(a) states:

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Firm in the development of a response to this Request for Qualifications or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Firm even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFQ and submitted with proposal. The City of Raleigh has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Firms if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed not in the best interest of the City of Raleigh.

2 QUALIFICATIONS PACKAGE

21 Request for Qualifications Required Document Format

Submittal responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs any substantial way from the required format.

Responses should be divided using tabs to separate each section and each project submission within the related section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Include the name, address, telephone, and email address of the individual who serves as the point of contact for this solicitation. The cover letter **must include the full Firm name as registered with the NC authorizing agency**, mailing address(es), website address, telephone number(s), and licensure number(s). Include a numerical listing for each issued addendum and acknowledge receipt.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a chart (see format below) of similar projects performed in the past five to seven (5 to 7) years. Include the total amount invoiced for each listed project, the length of the project, and a list of your firm's personnel involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects. Provide at least one (1) Stakeholder Project Contact or Owner and one (1) General Contractor contact. The contact information should include the full name of the person, employer, telephone number, and email address.

Similar Project Chart:

Project Name	Amount Invoiced	Project Duration	Personnel Assigned	Owner or Stakeholder	Contractor
				<i>(name, employer, telephone, and e-mail)</i>	<i>(name, employer, telephone, and e-mail)</i>

Provide detailed summaries of experience for at least Three (3) of the projects listed in the chart. Summaries should include the following, as applicable:

1. Description of the project including scope.
2. Description of services rendered by the Consultant or team firm.
3. Degree of involvement (prime Consultant or Sub-consultant).
4. Key leaders and associate staff members involved, along with their assigned responsibilities. Associate firms involved and their assigned responsibilities.
5. Project design and construction schedule (initial schedule and actual/final schedule), including an explanation of delays, if any.
6. Description of role in design, and commissioning specification development and roles during construction. Describe the role in functional system testing and documentation. Describe the role in owner training and documentation.
7. Designate which of the following activities were performed on each project and who performed the activity:

- Assisted in the development of owner project requirements.
- Reviewed designs and provided comments and recommendations to the owner during the design phase.
- Managed the LEED design and construction documentation.
- Authored the commissioning plan.
- Authored commissioning specifications for the design/construction team.
- Inspected and maintained an issues log for construction.
- Authored functional test procedures.
- Witnessed and documented start-up and functional tests.
- Performed functional testing (hands-on).
- Witnessed and tested a sequence of controls for equipment and systems for proper operation.
- Managed and performed building envelope testing.
- Managed building automation system integration.
- Managed testing and integration of communications, security, network, and technology systems.
- Developed or approved staff or occupant training.
- Reviewed completed O&M manuals.

Include a fully executed copy of Appendix II in this tab.

Submitting firms must possess all licenses required by North Carolina law in accordance with NCGS Chapter 89c. Provide a copy of NC professional licensures, for firm personnel that are being projected to be assigned. Provide a copy of the NC corporate licensure for professional services and NC corporate licensure to practice in the state.

Include a letter from an insurance company or its agency licensed to do business in North Carolina, verifying the firm's current coverage and ability to attain insurance coverage required by the City.

The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

See Appendix III instructions and provide a minimum of three (3) reference questionnaires in accordance with the requirements and the submission deadline. References may overlap with those provided in the Similar Project chart.

Tab 3: Financial Information (PROVIDE AS A SEPARATE SUBMITTAL. SEE 1.6)

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement), and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFQ).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFQ, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements, and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: **"CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."**

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFQ.

Consolidated financial statements of the Proposer's parent or related corporation/business entity will not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach, and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's

understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. Identify and provide a description of work tasks and/or deliverables and the time duration required for completing each task and deliverable and identified. Chart the relational and overlapping aspects of work tasks. Include a comprehensive narrative statement that illustrates the understanding of the requirements of the projects and project schedule for accomplishing each of the constraints. This statement shall include a detailed description of the understanding of the tasks to be included and performed for the design segment and an understanding of the scope of work.

The capability to perform services in a timely manner and to provide input for a project schedule to manage all commissioning phases of the project shall be noted. Understanding of the sequence and durations of required design and construction activities and the ability to manage specialty and other sub-consultants for commissioning services shall be noted. The Submitter shall note the capability to provide commissioning input for plan and specification development and permit requirements. Experience with meeting LEED Silver, utility considerations, and energy conservation goals shall be noted. The Submitter shall describe systems and information coordination used during the production of construction documents and the Project Manual to provide quality documents. Note experience with bidding and award procedures and working with construction manager at risk (CMAR) project delivery. Experience with performing reviews of equipment for compliance with submittal requirements and with performing functional testing of a wide variety of equipment and systems during construction shall be noted.

The Submitter shall briefly address its management approach and philosophy; address its in-house quality control procedures to manage the commissioning process for itself and sub-consultants; address its procedures for cost control; and address methods and coordination of in-house disciplines and sub-consultants. Include a narrative statement that sets out the management plan the Submitter intends to follow to accomplish the work and meet the City's project goals in a timely and economical manner.

Provide a descriptive summary as to your firm's approach to the following items, including experience with various software systems, but not limited to the information noted below:

- Describe your firm's approach to handling Requests for Information (RFIs) during construction.
- Describe your firm's approach for submittal management to review and comment on submittals and shop drawings to ensure accuracy and timeliness.
- Describe how your firm implements plan and specification changes, and special instructions that may occur during the construction.
- Describe how your firm performs and documents project inspections and processes for management of deficiency items noted during inspections.
- Describe how the project team proposes to use technology and different systems to help manage, test, inspect, and control the project.
- Procedures for managing necessary changes that may be required during construction to maintain budget constraints for the project.

Tab 5: Team Firm. Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project- specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 6: Any project where there were legal and/or technical problems encountered and the final resolution(s).

Please include a brief narrative of projects in which your firm and sub-consultants have been involved in the last five (5) years that experienced legal or technical problems. The narrative should briefly describe the problem, describe the final solutions or outcomes, and describe how your firm was involved in the outcomes.

Litigation/Claims: Please include responses to the below items. If yes to any of the questions below, list the project(s), dollar value, and contact information for the owner. Provide a full explanation with relevant documentation for projects for which work has been performed during the last five years.

- a. Has your company ever failed to complete work contracted to it? ____Yes____No
- b. Has your company filed any claims, or had any claims filed against it, within the last five years? ____Yes____No
- c. Has your company been involved in any suits, mediation, or arbitration with Local Governments within the last five years? ____Yes____No
- d. Has your company been involved in any suits or arbitration with other agencies, individuals, or organizations within the last five years? ____Yes____No

22 Hourly Rates

This solicitation is being issued in accordance with NCGS 143-64.31, otherwise known as the Mini-Brooks Act, and therefore price cannot and will not be a determining factor in the selection of the successful contractor. One copy of the Hourly Rate Schedule (see Appendix I) for all proposed project personnel should be enclosed in a separate, sealed envelope.

23 Qualifications Package Documents

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Evaluation Criteria

This is not a bid. There will not be a public opening. Submittals will be evaluated based solely on responsiveness and the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	10		
References	15		
Firm Financial Stability	5		
Project Understanding; Approach and Tasks	25		
Team Firm, Experience and Qualifications	20		
Personnel Roles and Responsibilities	20		
Legal Issues and/or Technical Problems	5		
Final Score			

Score Points

- | | |
|--|-------------------------|
| 0 - Missing or Does Not Meet Expectation | 2 - Meets Expectation |
| 1 - Partially Meets Expectation | 3 - Exceeds Expectation |

32 Final Selection

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point the highest-ranked Submitters will be invited to interview. Following interviews and ranking, contract negotiations will begin with the most qualified firm. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ, including the firm's fee proposal, and/or written correspondence applicable to the RFQ, may become part of the contract documents. Failure of the awarded firm to perform as represented may result in contract cancellation.

33 Notice to Submitting Firms Regarding RFQ Terms and Conditions

It shall be the Submitting Firm's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and to comply with all requirements and specifications provided herein. Submitters are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

34 Contract Term

The Contract shall be effective on the date the Contract is signed by the City (the "Effective Date") and will state a Completion Date for the work to be completed by the firm selected and awarded the contract. The Contract shall be for the duration of the project including post construction warranty. At the end of the Contract's initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions. The City will give the contracted firm written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded firm shall provide services, all as set forth in this RFQ and more particularly described in this Section 4 and Appendix VIII

The City invites Engineers licensed in the State of North Carolina to express interest and demonstrate qualifications in providing professional commissioning services for the New Red Hat Amphitheater. Proposed Submitters must prove that they possess the requisite licensure, experience, skills, and technical and administrative capability and capacity in directing and managing a multidisciplinary team approach to project delivery. The owner is committed to commissioning the facility to ensure that all systems are well-designed, complete, and functioning properly upon occupancy and that City staff have comprehensive system documentation and training.

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner, occupants, and operators. The City's current sustainability standard is for new buildings 10,000 sf or greater to be designed and constructed to meet LEED Silver standards. To reach this goal, the commissioning process must establish and document the City's project requirements; establish criteria for systems function, performance, and maintainability for design intent and the City's project requirements; and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, the selected Commissioning Firm will help to ensure that a complete set of operation and maintenance (O&M) manuals, as well as training on system operation, is provided to the building operators to ensure the building continues to operate as intended.

The Commissioning Firm or Commissioning Authority (CA) will be involved throughout the project, starting with the design phases, through the warranty phase. The CA is to help develop detailed City project requirements, and commissioning specifications, review and comment on the proposed system designs, and provide recommendations to ensure they meet the project objectives. During the construction phase, the CA develops and coordinates the execution of a commissioning and testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the project requirements and the contract documents.

Anticipated construction duration is 17 months, with the anticipated start of construction in April 2025.

APPENDIX I

HOURLY RATE SCHEDULE

Awarded firm shall perform the services to be performed as set forth in this RFQ and more particularly described in Section 4 Scope of Services utilizing the following hourly rate schedule below.

As stated above in section 2.2 Hourly Rates, provide the Hourly Rate Schedule in a separate, sealed envelope.

The Hourly Rate Schedule for all proposed project personnel should be submitted as confidential with the financial statement package and in accordance with Section 1.6.

Position Title	Hourly Rate

Firm Name: _____

Authorized Signature: _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under the company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?			
YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include the City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

#274-2025- RCPAC-09

Title: Request for Qualifications for Capital Improvement Project; Commissioning Services for the New Red Hat Amphitheater

The City of Raleigh, as a part of the RFQ, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

#274-2025- RCPAC-09

**Title: Request for Qualifications for Capital Improvement Project;
Commissioning Services for the New Red Hat Amphitheater**

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Olivia Holbrook**, via email to olivia.holbrook@raleighnc.gov **no later than 4:00 p.m. ET, 03/12/2025** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g., reports, logs, etc. produced by the company?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____
Name: _____
Name: _____
Name: _____

Rating: _____
Rating: _____
Rating: _____
Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?
Comments:

8. With which aspect(s) of this company's services are you least satisfied?
Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR PROFESSIONAL SERVICES

This Identification of MWBE Participation Form captures information regarding MWBE participation in the providing of professional services as defined by NCGS §143-64.31., *et seq.* MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract-specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME		CITY DEPARTMENT	
PROJECT NUMBER		RFQ SUBMITTAL DATE	

Section 1: PROFESSIONAL SERVICES PROVIDED – PRIMARY CONTRACTOR

☐ **CONTRACT IS FOR PROFESSIONAL SERVICES.** Please complete the following:

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Design- Build <input type="checkbox"/> Engineering <input type="checkbox"/> Surveying <input type="checkbox"/> Public-Private Partnership Construction <input type="checkbox"/> Construction Management at Risk		
<input type="checkbox"/> PRIMARY CONTRACTOR IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: PROFESSIONAL SERVICE PROVIDER – MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Design- Build <input type="checkbox"/> Engineering <input type="checkbox"/> Surveying <input type="checkbox"/> Public-Private Partnership Construction <input type="checkbox"/> Construction Management at Risk		
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Design- Build <input type="checkbox"/> Engineering <input type="checkbox"/> Surveying <input type="checkbox"/> Public-Private Partnership Construction <input type="checkbox"/> Construction Management at Risk		
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

COMPANY NAME			
PROFESSIONAL SERVICES PROVIDED	<input type="checkbox"/> Architectural <input type="checkbox"/> Design- Build <input type="checkbox"/> Engineering <input type="checkbox"/> Surveying <input type="checkbox"/> Public-Private Partnership Construction <input type="checkbox"/> Construction Management at Risk		
MWBE CLASSIFICATION		RESIDENT FIRM	<input type="checkbox"/> YES <input type="checkbox"/> NO

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

(The contract terms provided herein are non-negotiable and shall become a part of any contract issued as a result of this solicitation.)

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment, all invoices should be emailed to accountspayable@raleighnc.gov and olivia.holbrook@raleighnc.gov or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Standard of Care**

Engineer shall perform for or furnish to City professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as City's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

3. **Opinions of Probable Construction Cost**

Engineer's Opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the City wishes greater assurance as to probable Construction Cost, City may employ an independent cost estimator.

4. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

5. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

6. Assignment

Neither the City nor the Engineer will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the City and the Engineer, except such other rights as may be specifically called for herein.

7. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

8. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read: 'City of Raleigh is named additional insured as their interest may appear'.

Certificate of Insurance – Contractor agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer.

If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

10. Indemnity

- A. To the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Engineer, the Engineer's agents, or the Engineer's employees.
- B. In matters other than those covered by subsection A. above, and to the fullest extent allowed by law, the Engineer shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the Fault of the Engineer or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Engineer or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. Only to the extent provided pursuant to a policy of insurance, the Engineer shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the Fault of the Engineer or its Derivative Parties is a proximate cause of such claims.
- E. The Engineer's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- F. Definitions:
 - i. For the purposes of this section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of this section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
 - iii. For the purposes of this section, the term "Derivative Parties" shall mean any of the Engineer's subcontractors, agents, employees, or other persons or entities for which the Engineer may be liable or responsible as a result of any statutory, tort, or contractual duty.

11. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept

as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The City acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

12. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Notice section of the contract, as part of the contact information for the Contractor representative identified in the contract Notice section.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or

City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

A. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

B. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access

- x. Offering content in multiple formats
- xi. Understanding minimum contrast

C. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

D. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Advertising

The Engineer shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

15. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

16. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Engineer for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

17. Laws/Safety Standards

The Engineer shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Engineer must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Engineer shall comply

with all applicable occupational health and safety and environmental rules and regulations.

Engineer shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

18. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Engineer understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

19. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

20. Right of Audit and Examination of Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the

contract period and for three (3) years after termination thereof or longer if otherwise required by law.

- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

21. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

22. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59,

Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

23. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

End of Contract Standard Terms and Conditions

APPENDIX VI

EXCEPTIONS TO THE RFQ

CHECK ONE:

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFQ.
☐ EXCEPTIONS ARE LISTED BELOW:

#	RFQ Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFQ AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	

APPENDIX VII

Submittal Checklist

Firm name: _____

RFQ Title: _____

RFQ Number: _____

☐ **Paper Submittal: Two (2)** signed hard copies of the Submitter's qualifications package including MWBE documentation, Appendices, and all other required documentation. Do not include Financial Statements and hourly rates within this submittal package. See the Confidential Submittal below for instructions.

☐ **Electronic Submittal: Two (2)** electronic versions, viewable and printable, Portable Document File formatted (PDF) files on separate flash drive storage devices. Do not include Financial Statements and hourly rates within this electronic submittal. See the Confidential Submittal below for instructions.

☐ **Confidential Submittal: One (1)** hard copy and **One (1)** electronic version, viewable and printable Portable Document File format (PDF) flash drive storage device containing financial statements listed in Section 2, Tab 2, and an hourly rates schedule (Appendix I) placed in a separate, sealed envelope, marked confidential.

☐ Reference Questionnaire Electronic Submittal requirements- Refer to Appendix III

APPENDIX VIII

Scope of Standard Work to be performed by the Professional Commissioning Agent Consultant

1.0 Description of Project and Consultant Scope of Work

The Consultant, also referred to as Commissioning Agent or Commissioning Authority (CA), shall provide complete Building Commissioning Services, including but not limited to the following work for each phase of the project:

a. The Consultant will serve as the City's professional technical representative in those tasks of the Project to which this Contract applies and will give consultation and advice to the City during the performance of their services. The Consultant shall perform third-party commissioning and shall serve as the commissioning authority for the project. The Consultant shall be a registered professional engineer licensed in the State of North Carolina.

b. The Consultant shall work with the Owner and Designer and shall prepare and complete the Owners Project Requirements (OPR) document early in the design process and shall ensure these items are addressed to meet the Owner's needs during all phases of the design development and construction process. The OPR shall be updated during the course of design and construction to ensure it is complete and accurate.

c. Consultant shall develop a Commissioning Plan for the Project design and construction phases. The plan shall address organization, responsibilities, design reviews, specification development, procedures, checklists, reports, construction submittals and reviews, and other data for commissioning of the project. The plan shall also include procedures to incorporate LEED requirements and certification into project, including sustainable design and energy conservation initiatives.

d. The CA shall work with the Owner, design team and construction contractor to provide building commissioning services in accordance with LEED BD+C v4, Fundamental and Enhanced commissioning requirements, as well as the terms of this contract for commissioning services for this project.

e. The CA shall provide project commissioning specifications and reports in Microsoft Word format. The CA shall utilize a CSI Master Format-based specification system to develop the commissioning specifications and contract documents, subject to specific contract and specification provisions and revisions as requested by the City. Specifications shall conform to industry standards as established by the CSI Manual of Practice. The complete commissioning specifications, including title sheet, table of contents, and all specification sections must be assembled into a single electronic document in Word and PDF format. Specifications shall be capable of being printed directly from the electronic file. The commissioning specifications shall be coordinated with the Design Professional's specifications and reference their specification sections. Information to be included in the commissioning plan and commissioning information

to be included in the construction plan and bid documents shall be provided in electronic Microsoft Word, and PDF format and in print copy to both the City and the Designer.

f. Systems to be Commissioned: It is anticipated that the following systems and assemblies if provided in the design, will be commissioned. The systems and assemblies to be commissioned will be further identified during the design development phases:

1. Central building automation system.
2. All equipment for the heating, ventilating, and air conditioning systems.
3. Chillers and cooling towers.
4. Ground source heating and cooling systems, including wells, pumps, and piping.
5. Boilers and hot water systems.
6. Scheduled or occupancy sensor lighting controls.
7. Daylight dimming controls.
8. Refrigeration systems.
9. Building Envelope (doors, windows, penetrations, roof, barriers).
10. Emergency power generators and automatic transfer switching.
11. Uninterruptible power supply systems.
12. Natural gas systems.
13. Grounding systems.
14. Life safety systems (communications only).
15. Exhaust, vent hoods, and pressurization.
16. Electrical panels, including exterior installations.
17. Domestic and process water pumping and mixing systems.
18. Elevators and conveyors.
19. Equipment sound control systems and testing.
20. Data center and network communications systems including heat mapping and testing.
21. Dispatch and telecommunications systems.
22. Audio video, training systems.
23. Paging systems.
24. Security and access control system.
25. Plumbing systems.
26. Process instrumentation and controls.
27. Fluid pumping, metering, and controls.

e. The CA shall assist the City, as early in the design process as possible, in determining the appropriate level of commissioning that is required for the size and complexity of the building and its components and shall provide these recommendations in writing.

1.1 Design / Construction Project Schedule (for all Project Phases)

a. The Designer shall use a Project Schedule to identify activities and durations, design phases and projected design phases, milestones, anticipated construction delivery dates, and other information for use during the design of the Project.

b. The CA shall provide their activities and schedule durations in sufficient detail for the Designer to be capable of including this information in the Design Project Schedule. The CA shall provide updates on their activities as the design progresses through the Design Development and Construction Documents / Bid Phase of the Project to include updates to the Project Schedule.

c. During the Construction Phase, the CA shall provide their activities and schedule in sufficient detail for the CMAR to be capable of including this information in the Construction Project Schedule.

d. The CA shall review and recommend changes and support the CMAR in the development and management of the Project Construction Schedule throughout construction. The CA shall evaluate and advise the City on all schedule updates provided by the CMAR that involve the CA.

1.2 Minutes, Reports, Presentations, And Statements (for all Project Phases)

a. On items for which the Consultant is lead, the Consultant shall provide meeting agendas, notes and meeting minutes, reports, recommendations, and other information for the duration of the Project. The Consultant is to present findings and other items to various authorities, committees, and City Management as may be required to provide a complete Project satisfactory for permit, bid, and construction. The Consultant shall notify and coordinate meeting schedules with the availability of the City, Designer, and Contractor staff.

b. The following information is to be provided to the City in report format as may be requested and suitable for presentation by the Consultant to various committees, Council, agencies, and other parties (Note: Dates noted below are goals for the Consultant to meet to effective document meetings and decisions and may be revised based on schedule constraints with concurrence from the City):

- Meeting agendas of scheduled meetings will be prepared suitable for distribution and comments to requested attendees at least two (2) working days prior to the meeting.
- Draft minutes of all meetings, with action items, action party, dates, and recommendations are to be provided within two (2) business days after the occurrence of the meeting. The consultant shall request comments and corrections to be provided within two (2) business days after the publication of the draft minutes.
- Final minutes of all meetings, with action items, action party, dates, and recommendations are to be provided within one (1) business day following the receipt of comments and corrections of the draft minutes.
- Final minutes of all meetings, with action items, action party, dates, and

recommendations are to be provided within five (5) working days after the occurrence of the meeting.

- All other data in the hands of the Consultant that can be released that would assist the City in reviewing the accomplishment of work on the Project.

c. The Consultant shall provide reports updating the commissioning activity status of the Project and minutes of meetings, reviews, or inspections conducted by the Consultant to the City, with a copy to the Contractor, or other firms as may be engaged. These reports shall be provided during various design and construction phases. Meeting minutes shall be provided following the conclusion of any meeting, inspection, or review conducted by the Consultant regarding the Project.

1.3 Design Phase Services

The Designer will be performing the design development in the following phases:

- 1) **Concept Phase:** This design submittal represents approximately 10–15% of the design effort and shall be used to document and validate Project requirements and the Project construction cost.
- 2) **Preliminary Engineering and Schematic Design:** The preliminary engineering and schematic design development phase represents approximately 25–35% of the total design effort and is intended to fix and illustrate the size and character of the entire Project as to plan and vertical relationships.
- 3) **Engineering and Design Development Phase Services:** This phase shall be conducted and provided in two submittals, an Interim Design (50–65% design effort) and a Final Design (95–100% design effort).
- 4) **Construction Contract Documents Phase Services:** Final plan and specification development for project bidding and permitting.
- 5) **Permitting Phase:** Final plans for submission to authorities having jurisdiction for permits prior to project bidding.

The Consultant shall participate in all phases of design from schematic design through permitting. During these various phases, the Consultant shall attend design update meetings at periodic intervals to keep abreast of current designs. Consultant shall notify the City of any inconsistencies discovered in the information presented during the meetings that may detrimentally affect the performance or maintenance of the proposed building systems and equipment for the Project.

With input from the Designer and City, the Consultant shall develop the final Owner Project Requirements (OPR) document for use during the project design and construction. Updates to the OPR shall be provided as items are changed or updated.

During these various phases, the Consultant shall also provide required commissioning project documents, specifications, recommendations, proposed test methods, and testing

recommendations for the commissioned systems in the appropriate detail for the level of design development and within the review period as specified by the Designer or City.

Consultant shall review the criteria and standards used and proposed in the design development that affect commissioned equipment and systems and provide reports and recommendations to the Designer and City within the review period as requested by the City.

The Consultant shall assist the Designer in defining and documenting all the various networks required for the new facility(s) including voice telecommunications, radio, dispatch, logging and recording, network, administrative systems, video systems, network time synchronization, any NG 911 requirements as well as establishing diversity and redundancy requirements for each network.

Consultant shall provide a review of proposed schedules for commissioning activities to be provided for inclusion in the design schedule and construction documents, noting activities and durations required to complete the project.

Consultant shall assist in developing a strategy for the migration and integration of existing and future information technology applications and hardware into the new facility with no interruption of critical functions.

The Consultant shall review and provide comments regarding the Basis of Design (BOD) documents as developed during the design development phases.

The Consultant shall provide review and comments regarding the Sustainability Report w/ASHRAE 90.1 energy models, energy model and report, LCCA report, and other information as required in the Sustainable, Energy Efficient Buildings (GS 143-135.35-.40) section of the State Construction Manual as provided by the Designer at the completion of the design phases.

The Consultant shall verify that completed construction documents provide that instructional and training sessions, coordinated with the City's staff, CA, Designer, and Contractor, shall be provided a minimum of 30 days prior to acceptance or occupancy to properly train the City's maintenance personnel.

The Consultant shall ensure construction documents include requirements for the Contractor to provide a listing of all required training and demonstrations for review and approval by the City. The Consultant shall ensure construction documents include requirements for electronic media recordings to be provided in standard digital format, for all owner training sessions of the various systems and equipment, in the appropriate specification section. Training and media recording of all major mechanical and life safety systems and other systems shall be provided and so noted in the specifications with completed documents turned over to the City within fourteen (14) days of the demonstration or training completion dates.

1.4 Bidding Phase Services

The Consultant will:

a. Answer commissioning related questions promptly to facilitate the bidding process established for the project.

b. Assist the design team and CMAR in responding to questions and issuing appropriate amendments to interested bidders.

1.5 Construction Phase Services

The Consultant will:

a. Perform the tasks and functions of the Commissioning Agent as outlined in the contract and commissioning specifications.

b. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise.

c. Coordinate the commissioning work with the contractor and construction manager to ensure that commissioning activities are being incorporated into the master schedule.

d. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule, to coincide with the developed construction schedule and actual contractor personnel.

e. Plan and conduct commissioning meetings, as needed, and distribute minutes. In addition to regular meetings, the CA is responsible for preparing monthly commissioning Progress Reports during the construction phase as applicable to the commissioning efforts being performed. These reports shall include, at a minimum, the following information:

- Progress & status report on commissioning activities, along with look-ahead schedules for planning.
- Identification of systems or assemblies that do not perform in accordance with Owner's Project Requirements.
- Provide results from the latest version of the Issues Log (importance, cost, and measures for correction).
- Review planned commissioning test procedures and provide any data resulting from testing or observations.
- Review any deferred (and reason for deferring) and seasonal tests.
- Provide suggestions for enhancements that will improve the commissioning process and/or the delivered facility during the construction.

A general schedule of anticipated construction phase meetings is noted below. The meetings may be adjusted with the City to best fit the actual construction schedule:

- a) Periodic monthly meetings as may be necessary through approximately 60%

completion to stay abreast of schedule, requests for information, and submittals related to commissioned systems and equipment.

- b) Bi-monthly meetings as may be necessary from approximately 60% through 80% completion for activities related to commissioned systems and equipment.
- c) Weekly meetings as may be necessary from 80% through 100% completion and final commissioning to observe and participate in start-up, testing, and training activities related to commissioned systems and equipment.

f. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up, and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.

g. Review and provide comments for Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with Designer reviews.

h. Review and provide comments regarding requests for information and change orders for impact on commissioning activities and equipment or systems being commissioned, including issues related to addressing the owner's objectives.

i. Review coordination drawings related to equipment or systems being commissioned to ensure that trades are making a reasonable effort to coordinate with each other and that the maintenance and access needs of the owner are being addressed.

j. Write and distribute construction checklists for commissioned equipment. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing, and energy management control system trending and may include stand-alone data-logger monitoring.

k. Develop a start-up and initial systems checkout plan with contractors for selected equipment.

l. Perform site visits during regularly scheduled meetings, or as necessary, to observe component and system installations. Attend selected planning and job site meetings to obtain information on construction progress related to commissioning activities. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.

m. Perform, or provide checks sufficient to document the satisfactory performance of the tasks by the contractor, for the following pre-functional testing tasks:

- Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
- Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.

- Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
- Document systems startup by reviewing start-up reports and by selected site observation.
- Approve air and water systems balancing by spot testing, by reviewing completed reports, and by selected site observation.

n. Coordinate, witness, and document sufficient to be confident that proper procedures were followed, for the functional performance tests performed by the installing contractors on all commissioned systems. Coordinate retesting as necessary until satisfactory performance is achieved. Additional testing required by the CA due to documented continued failed performance by the contractors and vendors will be an additional service paid for by the contractors and vendors. The commissioning specifications to be included in the contract documents will clearly address the procedures and process for payment methods and reimbursement due to documented failed testing efforts. The functional testing shall include operating the system and components through each of the written sequences of operation and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted, and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.

o. 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. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the CA and the Owner.

p. Prepare test plans for, assist with execution of, and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the Owner.

q. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner, Designer, and Contractor. Provide written progress reports and test results with recommended actions.

r. Develop and complete all documentation required to complete LEED templates for the Commissioning Pre-requisite, Enhanced Commissioning Credit, and Measurement and Verification Credit for which involved.

s. Provide a format and content for Operations and Maintenance Documentation (O&M) and review the operation and maintenance manuals and equipment warranties for commissioned systems and equipment to ensure that the Owner is provided with sufficient information to maintain the commissioned equipment and that operation and maintenance responsibilities are clearly defined. Review the O&M manuals for commissioned equipment for accuracy and completeness.

t. Provide a format and content for training syllabi and content and training schedules

for each commissioned system. The CA will oversee and review the training of the Owner's operating personnel. The CA will also ensure specifications are developed for all systems to videotape all Owner training activities and provide oversight for the videotaping of this training.

1.6 Compile a Final Commissioning Record, which shall include:

a summary report that includes a list of participants and roles, a brief building description, an overview of the commissioning and testing scope, and a general description of testing and verification methods.

For each piece of commissioned equipment, the report should contain the disposition of the CA regarding the adequacy of the equipment, documentation, and training in meeting the contract documents in the following areas:

- Equipment specifications.
- Equipment installation.
- Functional performance and efficiency.
- Equipment documentation.
- Operator training.
- All outstanding non-compliance items. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- The Issues Log
- Commissioning plan
- Progress report
- Submittal and O&M manual reviews
- Training records
- Start-up reports, functional tests, and trend log analysis.
- Control drawings, sequences of control (from approved submittals by contractor), and a table of all set points and implications when changing them.
- Operational schedules and system or equipment set-points.
- Sensor locations, and procedures to check and verify function.
- Instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup, and shutdown.
- Recommendations for re-commissioning frequency by equipment type.
- A statement that systems have been completed in accordance with the contract documents and that the systems are performing in accordance with the final Owner's Project Requirements document.
- Summary of any issues unresolved and any recommendations for resolution.
- Any post-construction activities and results including deferred and seasonal testing results, test data reports, and additional training documentation.
- Lessons learned for future commissioning efforts.

1.7 Post–Construction Phase (Construction Warranty Period)

The Post–Construction phase will begin with the completion of the Project and shall run through the completion of the Contractor's construction contract one-year warranty.

The Consultant will:

- a. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
- b. Participate in quarterly or other periodic warranty inspections for any systems that exhibit operational problems or concerns or which are not operating as intended. Provide reports and other documents outlining corrective measures taken and any necessary adjustments that are made to the system and equipment controls.
- c. Return to the site at approximately ten (10) months into the twelve (12) month warranty period for the final warranty review and:
 - Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
 - Interview facility staff to identify problems or concerns they have with operating the building as originally intended.
 - Recommend any improvements or revisions to the sequence of operations or setpoints, including any changes to the O&M manuals.
 - Identify issues that are still under warranty in the original construction contract.
 - Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

End of Scope of Standard Work to be performed by the Professional Commissioning Agent Consultant