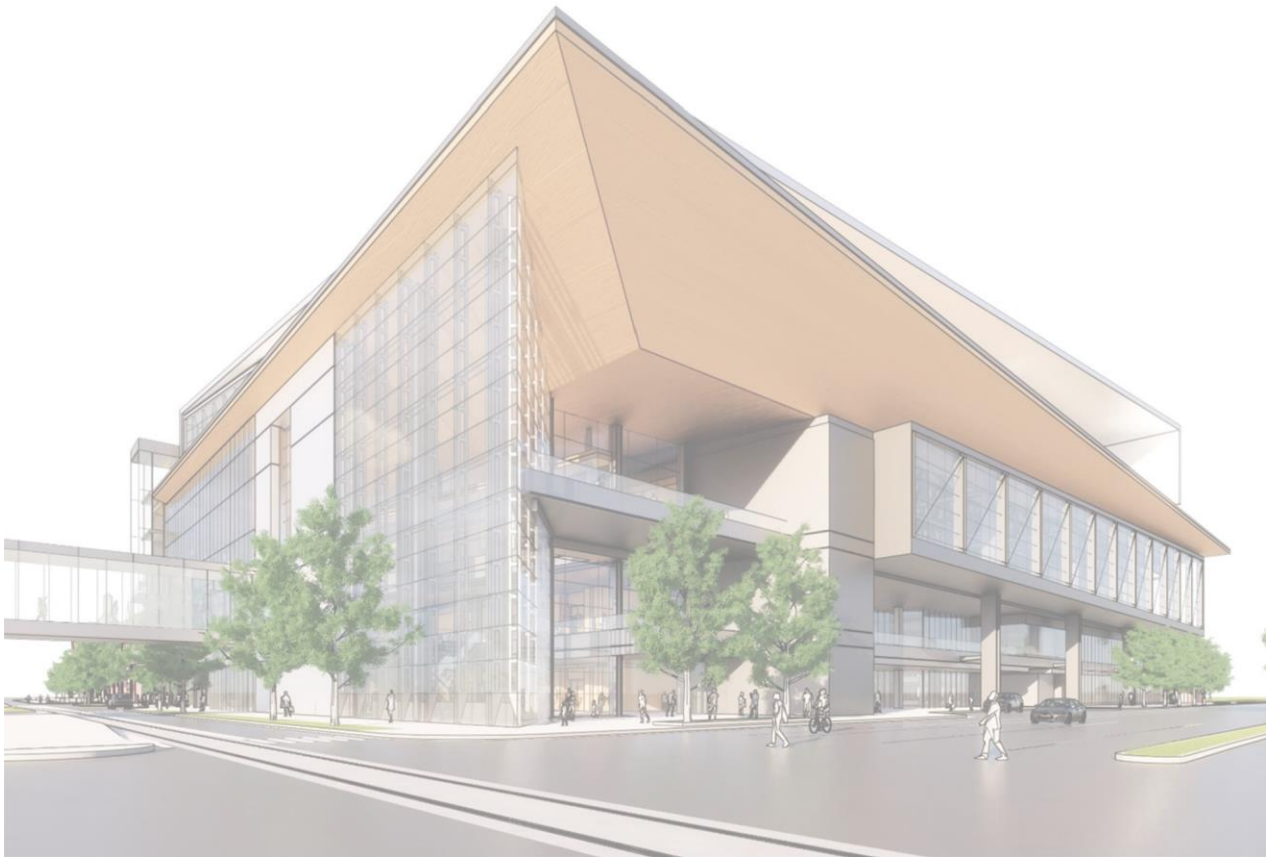


WISCONSIN CENTER EXPANSION & MODERNIZATION

MILWAUKEE, WI



# REQUEST FOR PROPOSAL COMMISSIONING



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## **REQUEST FOR PROPOSAL FOR BUILDING COMMISSIONING SERVICES**

### **1. INTRODUCTION**

Wisconsin Center District is pleased to invite written proposals from qualified Commissioning Authorities (CxA) for the Wisconsin Center Expansion Project. Through this Request for Qualifications and Proposals (“RFQ/P”), Wisconsin Center District seeks to identify, qualify, and partner with an independent 3<sup>rd</sup> party Consultant who is specialized in providing Building Commissioning Services.

### **2. PROJECT DESCRIPTION**

Delivering over 800,000 attendees and contributing over \$1 billion in annual economic impact, the Wisconsin Center is the economic engine for conventions and business meeting activity in the city and county of Milwaukee, and the state of Wisconsin. As the corporate and residential markets of southeast Wisconsin have grown, so too has the demand for access to the spaces within the convention center.

To prepare for the viability of an expansion, the Wisconsin Center District (“WCD”), owners of the Wisconsin Center, commissioned an Operating Projections and Impact Study, as well as an Expansion and Modernization Study, to review the need gaps for convention and meetings business in the area. Each study revealed the need for an expanded convention center in order to remain competitive in the convention landscape, as well as meet the future needs of convention and meetings business in the region.

The WCD’s vision is to build a best in class facility that will attract meeting planners as a result of the facility’s flexible, innovative, technologically supported and operationally efficient spaces, while providing each attendee with a memorable Milwaukee enhanced visitor experience. The expansion must address the latest trends and support the expectations of the convention attendees and meeting planner as well as be adaptable to the market as changes occur.

The expanded Wisconsin Center will be a building which provides superb, captivating, and buzz worthy experiences to all who enter. Those charged with bringing this vision to life can stand tall about their role in transforming the city they love into a not-to-be-missed destination.

### **3. COMMISSIONING OBJECTIVE**

The objective of commissioning is to provide documented confirmation that this facility fulfills the functional and performance requirements of the Owner, occupants, and operators and LEED v4 requirements. To reach this goal, it is necessary for the commissioning process to establish and document Owner’s Project Requirements which defines the design intent of the project including system function, performance, and maintainability criteria. The commissioning process verifies and documents compliance with the established criteria throughout construction, start-up, and the initial period of operation. The process includes the completion of operation and maintenance (O&M) manuals, as well as training of the building operators on system operation to ensure the building continues to operate as intended.

The CxA shall be involved throughout the project from installation of systems through the warranty phase. The CxA will review the design to ensure it meets Owner’s objectives and develop detailed commissioning specifications. During construction, the CxA coordinates the execution of a testing plan, which includes observing and documenting all systems’ performance to ensure that the systems are functioning in accordance with the Owner’s Project Requirements and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem- solving or resolving nonconformance issues or deficiencies. The CxA will not be responsible for the Test and Balance (T&B) Contractor scope of work. The T&B for the entire project will be retained directly by the mechanical subcontractor for T&B activities, CxA support and AHJ Testing support.

#### 4. ELIGIBILITY

##### **DBE, EEO, COMPLIANCE WITH EMPLOYMENT LAWS**

DBE Participation: Consultant shall use good faith reasonable efforts to maximize the participation of disadvantaged business enterprises (“DBE”), which may be defined to include, without limitation, minority-owned business enterprises, women-owned business enterprises, and/or disabled veteran-owned business enterprises in providing the Services with minimum participation goals to be established by the Owner pursuant to the requirements and/or guidance of any appropriate Governmental Authority. Owner currently anticipates that such goals could total up to twenty-five percent (25%) participation for minority-owned business enterprises, five percent (5%) participation for women-owned business enterprises, and one percent (1%) participation disabled veteran-owned business enterprises in providing the Services. Consultant understands and agrees that, as a result of Owner’s final agreements with appropriate Governmental Authority, the participation goals may exceed twenty-five percent (25%) participation for minority-owned business enterprises, five percent (5%) participation for women-owned business enterprises, and one percent (1%) participation disabled veteran-owned business enterprises in providing such Services and in such case Consultant will be required to use commercially reasonable efforts to achieve such participation goals.

Equal Employment Opportunity: In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruiting or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to ensure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

#### 5. RFP/Q PROCESS AND TIMELINE

The anticipated timeline for the review and selection of a single Finalist is as follows:

- a. **RFP** – Send RFP and links to project documents **4/19/2021**.
- b. **Q&A Period** – Potential proposers may submit questions via email until **4/26/2021 @ noon**. Responses to questions will be provided by **5/3/2021**
- c. **Submission of Bid Proposals** – Proposers will be required to submit their completed proposals by email to Adrian Smith with Mike Abrams in copy (adrian.smith@caaicon.com; mike.abrams@caaicon.com) by 12:00 Noon CST on **5/7/2021**.
- d. **Notice of Finalist(s)** – Wisconsin Center District reserves the right, in its sole discretion to (i) identify a single proposer finalist, (ii) identify a shortlist of proposer finalist, (iii) terminate the RFQ/P process and identify no finalists. Wisconsin Center District will use commercially reasonable efforts to evaluate the proposals received and either announce the finalist(s) or terminate the RFQ/P process within 30 days following the Bid Deadline.

**e. Summary of Timeline:**

Questions Deadline	26 April 2021
Responses to Questions	3 May 2021
Submission of Proposals	7 May 2021
Notice of Contract Award	14 May 2021

**6. RFP TERMS AND CONDITIONS**

SEE EXHIBIT D FOR DRAFT PROFESSIONAL SERVICES AGREEMENT TEMPLATE

**7. SUBMISSION OF QUALIFICATIONS**

Proposing entities responding to this Request for Qualifications and Proposals are requested to address the items outlined below. Utilize the heading nomenclature provided.

- A. **Cover Letter** - Provide a cover letter introducing the CxA Team, the primary contacts and their individual roles and responsibilities. The cover letter shall be signed by an officer of the organization or legally authorized representative of the Company. The following statements confirming that the undersigned represents and warrants the following are to be included.
1. The undersigned has read the RFQ/P and agrees to abide by the contents and terms of the RFQ/P.
  2. All factual statements contained in the Submittal are true.
  3. The Commissioning Agent Team will not add, remove, or substitute any key individuals without the written consent of Wisconsin Center District.

Additionally, the cover letter shall identify and explain any significant conditions, limitations, special requirements, reservations, exclusions, or conditions that the CxA will require prior to signing an Agreement. If there are no such conditions, then this shall be stated clearly as well.

The CxA shall identify any current or pending commitments or contracts that may be perceived as a conflict with this potential project Agreement.

- B. **Commissioning Team Description** - Provide descriptions of the Cx Team, including an organizational structure chart, roles and responsibilities of key members, the legal structure of each organization and identification of any partnerships that may be arranged in response to this RFQ/P. The following shall be included:
1. **Primary Contact** - Contact information for the Team including the primary contact individual.
  2. **Organizational Structure** – Describe the Team’s organizational structure including company name(s), legal status and any contractual or other joint-ownership structure anticipated. Identify any anticipated changes to current ownership or organizational structure before or during the execution of this anticipated Agreement. Identify any anticipated Subconsultants to be utilized and qualifications thereof.
  3. **Capacity** – Summarize the Team’s capacity (individual and organizational) to take on the requirements of this project. Outline any commitments to other projects and percentage of individual time to be allocated to this project.
  4. **Roles and Responsibilities** – Identify the role and responsibilities for each of the Team members for each phase of the project (Proposal, Agreement, and Execution).
  5. **Key Individuals** – Provide detailed information for each individual or entity that will have a key role in the organizational structure. Include a detailed resume/CV for each. By identifying Key Individuals.

The bidder is warranting to Wisconsin Center District that such individuals will be assigned and responsible for the Project.

- a) **Certifications** – The team shall include supervision and participation by individuals that hold ANSI Certified Commissioning Credentials. Provide certifications held by key individuals.
6. **DBE Participation** – Provide a detailed description of how your team is assembled to participate with the project's DBE requirements.
  
- C. **Relevant Experience** - Provide details regarding the Commissioning Team's relevant experience in the industry and on LEED projects. Specifically include details regarding roles and responsibilities for Central Utility Plant Commissioning activities. Provide details of any pending litigation or default of Agreements and descriptions thereof.
  
- D. **Reference Projects** - Provide a minimum of three (3) reference projects in the United States including system size/capacities, commercial operation date, contact person and contact information (email, telephone, and address).
  
- E. **Business License and Insurance** – Provide necessary documents to show compliance with sample PSA provided in Appendix D.
  
- F. **CxA Proposed Scope of Work** – Provide a reasonably detailed scope of work and summary of terms and conditions.
  - a) Describe your proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, duration of which staff will be on site during what periods of time, etc.
  - b) Describe what approach you will take to integrate the commissioning into the normal design and construction process in order to minimize potential time delays.
  - c) Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships.
  - d) Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.
  - e) Include any expectations, assumptions and documents from the client and the project team to support the Cx activity.

## 8. FEES

Provide a fixed, lump-sum total cost to accomplish the work for the design phases using **Exhibit B: Fee Matrix**. All task amounts include associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Also provide an hourly rate for each team member for work that may exceed the scope.

## 9. ATTACHMENTS

- A. Exhibit A – Project Scope of Work
- B. Exhibit B – Fee Matrix
- C. Exhibit C – SD Narrative and Drawing Package
- D. Exhibit D – Draft Professional Services Agreement Template

**EXHIBIT A – PROJECT SCOPE OF WORK****1. COMMISSIONING SCOPE OF SERVICES**

- A. This Scope of Services document outlines the commissioning services required for the nominal 400,000 sq. ft. Wisconsin Center Expansion in Milwaukee, WI, (“This Portion of the Project”). The initial goal of the project includes an endeavor to achieve certification under the United States Green Building Council (USGBC) LEED™ BD&C v4 program.
- B. This scope of services is intended to comply with the requirements of the certification system noted above including the Fundamental Commissioning Prerequisite, Enhanced Commissioning Credit Option 1 (Path 1), Enhanced Commissioning Credit Option 1 (Path 2), and Enhanced Commissioning Credit Option 2. Line item pricing to be provided for the individual options and paths per Exhibit B – Proposal Fee Form.
- C. The Scope of Services and Compensation is based on the discussed approximate design and construction schedule as follows:
- |                                 |                |
|---------------------------------|----------------|
| 1. Design start date            | Ongoing        |
| 2. Design completion date       | June 2022      |
| 3. Construction start date      | January 2022   |
| 4. Construction completion date | February 2024* |

\*Remodel phase of the South Side of the Convention Center could complete prior to the expansion.

**2. LEED COMMISSIONING SCOPE OF WORK**

- A. Commissioning Authority shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this section to meet and exceed the requirements of LEED v4. The LEED boundary for the project includes the expansion phase of the project, the existing Convention Center renovations will fall under a separate commissioning scope requirement outlined in the following section.
- B. Building Energy-Related and/or Essential Systems to be commissioned
1. HVAC systems and associated controls:
    - a) Air Handling Units
    - b) Chillers
    - c) Cooling Towers
    - d) Pumps
    - e) Fans
    - f) Terminal Devices
    - g) Steam Distribution System
    - h) Snow Melt System
    - i) Building Management System
  2. Plumbing systems:
    - a) Domestic water heaters
    - b) Recirculation pumps
    - c) Plumbing fixture controls
  3. Electrical systems:
    - a) Interior lighting controls including daylighting controls
    - b) Exterior and parking lot lighting controls
    - c) Normal power distribution (through first distribution board)
  4. Renewable Energy Systems
    - a) Photovoltaic (PV) Solar Systems
- C. Commissioning Services for LEED Fundamental
1. Design Phase Commissioning Services:
    - a) Assist in the development of the Owner’s Project Requirements (OPR) document for use by the design team and contractors that identifies the needs, goals, and expectations of the Owner.

- b) Review the Basis of Design (BoD) document against the OPR for completeness, clarity, and conformance. Provide summary of review comments and verify design intent.
  - c) Develop a project specific Commissioning Plan for use during construction.
  - d) Develop Commissioning Specification sections to be incorporated into the set of construction documents at mid-CD phase.
  - e) Conduct commissioning review of construction documents including the building envelope at the mid-CD phase for consistency with design criteria (the OPR and BoD documents). Back-check final set of documents to confirm commissioning comments have been incorporated.
  - f) Facilitate meeting with design team to review the commissioning design review comments.
2. Construction Phase Commissioning Services:
- a) Review equipment submittals for the purpose of Functional Performance Test plans.
  - b) Develop project specific Pre-Functional Checklists for use by the installing contractors and commissioning agents during construction.
  - c) Develop project specific Functional Performance Test plans for execution by the installing contractors and equipment vendors as directed by the commissioning agents to demonstrate functionality of the systems.
  - d) Plan and conduct a Commissioning Kick-off Meeting to establish the purpose and proposed process for commissioning during the construction phase, and to establish the individual roles and responsibilities of each member of the Commissioning Team.
  - e) Pre-Functional Checklist Execution:
    - i. Commissioning Authority shall manage the completion of all Pre-Functional Checklists utilizing a web-based commissioning software and provide website access to the commissioning team to use during the construction phase of the project.
    - ii. Attend selected job site meetings and participate in Pre-Functional Checklist activities with the installing contractors. For critical or unique equipment review 100% of each type. For multiples of like equipment review 20% of the total number of units.
    - iii. The installing contractors and equipment vendors will be responsible for completing the remaining Pre-Functional Checklists as part of their normal start-up procedures.
    - iv. Commissioning Authority will review 100% of the Pre-Functional Checklists completed by the installing contractors for accuracy and completeness.
  - f) Organize and maintain an Issues Log during construction to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
  - g) Review contractor's equipment checkout and start-up procedures and reports and building controls coordination and participate in a percentage of start-up activities and building controls checkout.
  - h) Issue a commissioning progress report after each site visit.
3. Acceptance Phase Commissioning Services:
- a) Functional Performance Testing:
    - i. Commissioning Authority shall manage the completion of all Functional Performance Tests with assistance by the equipment vendors or installing contractors.
    - ii. Coordinate and execute the system Functional Performance Tests with assistance by the equipment vendors or installing contractors. For critical or unique equipment execute Functional Performance Tests on 100% of the primary commissioned systems, 30% of the terminal conditioning systems (or minimum of one), and 10% of lighting control devices (and a minimum of one of each device type).
    - iii. The installing contractors and equipment vendors will be responsible for completing the remaining Functional Performance Tests as part of their normal start-up procedures. Commissioning Authority will review 100% of the Functional Testing documents completed by the installing contractors
  - b) Verify accuracy of select Testing, Adjusting, and Balancing (TAB) performed by the contractor:
    - i. Commissioning Authority will witness or verify testing and balancing activities for 10% of the air and hydronic systems.
    - ii. Review 100% of the TAB documents completed by the contractors.



4. Post-Occupancy Phase Commissioning Services:
    - a) If necessary, provide deferred testing due to seasonal conditions that could not be accommodated during construction period.
    - b) Produce a Current Facility Requirements (CFR) document that details how the building will be operated. This document includes final sequences of operation, setpoints, schedules, and other documentation necessary to properly operate the facility.
    - c) Develop an Operations and Maintenance Plan (O&M Plan) to identify all required preventative maintenance tasks for commissioned systems and suggests an ongoing commissioning plan and associated tasks.
    - d) Issue a Commissioning Final Report summarizing the work completed and which demonstrates compliance with the OPR, BoD, and contract documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.
    - e) Provide required LEED documentation to satisfy submittal requirements for Fundamental prerequisite.
- D. Commissioning Services Required for LEED Enhanced Option 1 (Path 1)
1. Design Phase Commissioning Services:
    - a) Update the Commissioning Plan and Commissioning Specifications to include Enhanced Commissioning Option 1 (Path 1) requirements.
    - b) Provide the required scope and format of the Systems Manual to ensure all necessary documents to complete this document will be provided by the contractors.
    - c) Develop the Owner Training requirements to ensure all personnel are properly trained for each commissioned system.
  2. Construction Phase Commissioning Services:
    - a) Review construction-related submittals for compliance with OPR and BoD requirements for equipment to be commissioned. This review shall occur concurrently to the submittal review performed by the design team.
  3. Acceptance Phase Commissioning Services:
    - a) Verify training of Owner's operating and maintenance personnel was completed.
  4. Post-Occupancy Phase Commissioning Services:
    - a) Develop a Systems Manual to provide Owner's operating and maintenance personnel key information to understand and optimally operate the commissioned systems.
    - b) Review building operation within 10 months after substantial completion with facility staff. Develop plan for resolving outstanding commissioning-related issues and assist facility staff in this regard.
    - c) Develop an Ongoing Commissioning Plan for use by the owner. This plan will outline all activities that should be completed, a recommended schedule for completion, and provide sample documentation.
    - d) Update the Final Commissioning Report to include the additional activities required to achieve the LEED credit points. Review the additional information with the facility staff.
    - e) Provide required LEED documentation to satisfy submittal requirements for Enhanced credit points.
- E. Commissioning Services Required for LEED Enhanced Option 1 (Path 2)
1. LEED Enhanced Option 1 (Path 1) is a pre-requisite to achieve LEED Enhanced Option 1 (Path 2). The following description is the scope required in addition to Option 1 (Path 1) to achieve Option 1 (Path 2).
  2. Design Phase Commissioning Services:
    - a) Update the Commissioning Plan and Commissioning Specifications to include Enhanced Commissioning Option 1 (Path 2) requirements.
    - b) Develop the Monitor Based Commissioning Plan that includes project requirements, roles and responsibilities, and an overview of the evaluation process.
  3. Acceptance Phase Commissioning Services:
    - a) Confirm all equipment and data recording devices required per the Monitor Based Commissioning Plan are functional and operating correctly.
  4. Post-Occupancy Phase Commissioning Services:

- a) Implement the Monitor Based Commissioning Plan – First year of occupancy
    - i. Weekly review of critical trends for the first year of occupancy
    - ii. Quarterly report of Monitor Based Commissioning Activities
    - iii. Involvement with facility staff to address any operational deficiencies
  - b) Update the Final Commissioning Report to include the additional activities required to achieve the LEED credit points. Review the additional information with the facility staff.
  - c) Provide required LEED documentation to satisfy submittal requirements for Enhanced credit points.
- F. Commissioning Services Required for LEED Enhanced Option 2
- 1. Design Phase Commissioning Services:
    - a) Update the Commissioning Plan and Commissioning Specifications to include Enhanced Commissioning Option 2 requirements.
    - b) Review the Owner's Project Requirements (OPR) against the Basis of Design (BoD) documents for completeness and clarity regarding the building envelope systems. Provide summary of review comments and verify design intent.
  - 2. Construction Phase Commissioning Services:
    - a) Conduct commissioning review of construction documents at the mid-CD phase for consistency with design criteria (the OPR and BoD documents). Back-check final set of documents to confirm commissioning comments have been incorporated.
    - b) Facilitate meeting with design team to review commissioning comments.
    - c) Develop project specific Envelope Installation Checklists for use by the installing contractors and commissioning agents during construction.
    - d) Develop project specific Envelope Acceptance Testing plans for execution by the commissioning agents to validate systems performance.
    - e) Organize and maintain a Project Issues Log during construction to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
    - f) Installation Verification:
      - i. Commissioning Authority shall manage the completion of all Envelope Installation Checklists utilizing a web-based commissioning software and can provide website access to the commissioning team to use during the construction phase of the project if desired.
    - g) Issue a commissioning progress report after each site visit.
  - 3. Acceptance Phase Commissioning Services:
    - a) Acceptance Testing:
      - i. Commissioning Authority shall manage the completion of all Envelope Acceptance Tests with assistance by the equipment vendors or installing contractors.
  - 4. Post-Occupancy Phase Commissioning Services:
    - a) Issue a Final Commissioning Report summarizing the work completed and which demonstrates compliance with the OPR and BoD documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.
    - b) Provide required LEED documentation to satisfy submittal requirements for Enhanced Credit points.
- G. Onsite Commissioning Activities for LEED Fundamental
- 1. Construction Phase:
    - a) One (1) on site kickoff meeting led by the Commissioning Authority to identify the commissioning team's responsibilities during construction.
    - b) Site visits by individual(s) from Commissioning Authority to interface with installing contractors and execute Pre-Functional Checklists. The first visit occurring after rough-in but prior to installation of ceilings. The final visit will occur at the end of construction but prior to equipment start-up.
  - 2. Acceptance Phase:
    - a) Site visits by individual(s) from Commissioning Authority to direct/witness Functional Performance Testing.

3. Post-Occupancy Phase:
  - a) Site visits by individual(s) from Commissioning Authority to direct/witness Seasonal Testing.
- H. Onsite Services Required for LEED Enhanced Option 1
  1. Post-Occupancy Phase:
    - a) One (1) on site 10-month warranty review visit led by the Commissioning Authority.
- I. The following is a list of the required written Work Products developed as part of the Commissioning Process:
  1. Fundamental Commissioning:
    - a) Commissioning Specifications
    - b) Commissioning Plan
    - c) Commissioning schedule
    - d) Design review comments
    - e) Pre-Functional Checklist (for each piece of commissioned equipment)
    - f) Functional Performance Test scripts (for commissioned systems)
    - g) Minutes from commissioning related meetings
    - h) Project Issues Log summary
    - i) Final Commissioning Report
    - j) Current Facility Requirements document
    - k) Operation and Maintenance Plan
    - l) LEED documentation
  2. Enhanced Commissioning Option 1 (Path 1)
    - a) Submittal review comments
    - b) Owner Training requirements and verification
    - c) Systems Manual
    - d) Ongoing Commissioning Plan
    - e) 10-month Warranty Review report
    - f) LEED documentation
  3. Enhanced Commissioning Option 1 (Path 2)
    - a) Submittal review comments
    - b) Owner Training requirements and verification
    - c) Systems Manual
    - d) Ongoing Commissioning Plan
    - e) Monitor Based Commissioning Plan
    - f) 10-month Warranty Review report
    - g) LEED documentation
  4. Enhanced Commissioning Option 2
    - a) Envelope Commissioning Plan
    - b) Envelope Design Review comments
    - c) Envelope Installation Checklists
    - d) Envelope Acceptance Testing scripts
    - e) Envelope Issues Log summary
    - f) Final Envelope Commissioning Report
    - g) LEED documentation

### 3. EXISTING CONVENTION CENTER RENOVATION SCOPE OF WORK

- A. Commissioning Authority shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this section for the existing convention center renovation. There are two (2) components to this existing renovation work that should be priced separately per the fee matrix provided in Exhibit B, one is the Existing Convention Center Capital Improvement projects and the other is the Wells Street Garage Ventilation and Exhaust System, reference attached design package for description of scope.
- B. Existing Building Energy-Related and/or Essential Systems associated with the Wells Street Garage Systems and Capital Expenditure List, to be commissioned. Reference design package for list of systems to be commissioned.
- C. Commissioning Services
1. Design Phase Commissioning Services:
    - a) Develop a project specific Commissioning Plan for use during construction.
    - b) Develop Commissioning Specification sections to be incorporated into the set of construction documents.
    - c) Conduct commissioning review of construction documents at the mid-CD phase for constructability, maintainability, commission-ability and consistency with design criteria (the OPR and BoD documents). Back-check final set of documents to confirm commissioning comments have been incorporated.
    - d) Facilitate meeting with design team to review the commissioning design review comments.
  2. Construction Phase Commissioning Services:
    - a) Review construction documents and equipment submittals for the purpose of preparing Pre-Functional Checklists and Functional Performance Test plans.
    - b) Develop project specific Pre-Functional Checklists for use by the installing contractors and commissioning agents during construction.
    - c) Develop project specific Functional Performance Test plans for execution by the installing contractors and equipment vendors as directed by the commissioning agents to demonstrate functionality of the systems.
    - d) Pre-Functional Checklist Execution:
      - i. Commissioning Authority shall manage the completion of all Pre-Functional Checklists utilizing a web-based commissioning software and provide website access to the commissioning team to use during the construction phase of the project.
      - ii. Attend selected job site meetings and participate in Pre-Functional Checklist activities with the installing contractors. For critical or unique equipment review 100% of each type. For multiples of like equipment review 20% of the total number of units.
      - iii. The installing contractors and equipment vendors will be responsible for completing the remaining Pre-Functional Checklists as part of their normal start-up procedures.
      - iv. Commissioning Authority will review 100% of the Pre-Functional Checklists completed by the installing contractors for accuracy and completeness.
    - e) Organize and maintain an Issues Log during construction to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
    - f) Review contractor's equipment checkout and start-up procedures and reports and building controls coordination and participate in a percentage of start-up activities and building controls checkout.
    - g) Issue a commissioning progress report after each site visit.
  3. Acceptance Phase Commissioning Services:
    - a) Functional Performance Testing:
      - i. Commissioning Authority shall manage the completion of all Functional Performance Tests with assistance by the equipment vendors or installing contractors.
      - ii. Coordinate and execute the system Functional Performance Tests with assistance by the equipment vendors or installing contractors. For critical or unique equipment execute Functional Performance Tests on 100% of the primary commissioned systems, 30% of the

- terminal conditioning systems (or minimum of one), and 10% of lighting control devices (or minimum of one of each device type).
  - iii. The installing contractors and equipment vendors will be responsible for completing the remaining Functional Performance Tests as part of their normal start-up procedures. Commissioning Authority will review 100% of the Functional Testing documents completed by the installing contractors
  - b) Verify accuracy of select Testing, Adjusting, and Balancing (TAB) performed by the contractor:
    - i. Commissioning Authority will witness or verify testing and balancing activities for 10% of the air and hydronic systems.
    - ii. Review 100% of the TAB documents completed by the contractors.
  - c) Owner Training Verification:
    - i. Participate in a percentage of the Owner training coordinated and executed by the contractors and equipment vendors.
    - ii. Verify the Owner's operating personnel understand how to operate and maintain the systems and equipment within the building. Coordinate additional training if necessary.
    - iii. Document the training and verify all required training has been completed.
  - 4. Post-Occupancy Phase Commissioning Services:
    - a) If necessary, provide deferred testing due to seasonal conditions that could not be accommodated during construction period.
    - b) Review all turnover documents provided by the contractors for the commissioned systems and equipment.
    - c) Develop a Systems Manual to provide Owner's operating and maintenance personnel key information to understand and optimally operate the commissioned systems.
    - d) Issue a Commissioning Final Report summarizing the work completed and which demonstrates compliance with the OPR, BoD, and contract documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.
    - e) Review building operation within 10 months after substantial completion with facility staff. Develop plan for resolving outstanding commissioning-related issues and assist facility staff in this regard.
- D. Onsite Commissioning Activities
1. Construction Phase:
    - a) One (1) on site kickoff meeting led by the Commissioning Authority to identify the commissioning team's responsibilities during construction.
    - b) Site visits by individual(s) from Commissioning Authority to interface with installing contractors and execute Pre-Functional Checklists. The final visit will occur at the end of construction but prior to equipment start-up.
  2. Acceptance Phase:
    - a) Site visits by individual(s) from Commissioning Authority to direct/witness Functional Performance Testing.
    - b) Site visits by individual(s) from Commissioning Authority to witness a portion of the Owner Training and to verify that all required training is completed.
  3. Post-Occupancy Phase:
    - a) One (1) meeting led by the Commissioning Manager to close-out the commissioning process with the Owner and Prime Contractor.
    - b) One (1) on site 10-month warranty review visit led by the Commissioning Authority.
- E. The following is a list of the anticipated written Work Products developed as part of the Commissioning Process:
1. Commissioning Specifications
  2. Commissioning Plan
  3. Design Review Comments
  4. Pre-Functional Checklist (for each piece of commissioned equipment)
  5. Functional Performance Test (for commissioned systems)
  6. TAB Verification documentation
  7. Minutes from commissioning related meetings

8. Project Issues Report Summary
9. Regular Commissioning Progress Reports
10. Turnover Documents Review Comments
11. Systems Manual
12. Owner Training Verification documentation
13. Commissioning Final Report
14. 10-month Warranty Review Report

#### **4. REQUESTED ADDITIONAL ALTERNATE(S)**

- A. Provide line item pricing for the requested additional alternates described below.
- B. **ADDITIONAL ALTERNATE (1) – EMERGENCY POWER SYSTEM CX**
  1. The Convention Center Expansion scope includes emergency generator(s) and automatic transfer switches, this additional alternate includes installation verifications, components tests, and integrated systems tests to confirm proper operation of the emergency power system.
  2. Commissioning Activities
    - a) Construction Phase Services:
      - i. Documentation and installation verification of emergency generator and automatic transfer switch (ATS) systems; includes 100% of the specified equipment and distribution system, no sampling will be allowed.
    - b) Acceptance Phase Services:
      - i. Functional Testing
        - (1) Coordinate and conduct component level tests for the Normal and Emergency Power System.
        - (2) Coordinate and conduct a Loss of Main Utility Power test for the Emergency Power System.
      - ii. Develop an issues report identifying any areas of non-conformance.
    - c) The following is a list of the anticipated written Work Products developed as part of the Commissioning Process:
      - i. Installation Verification Documents
      - ii. Functional Performance Test Documents
      - iii. Issue Reports, as needed.
- C. **ADDITIONAL ALTERNATE (2) – OWNER INTERNAL RADIO ANTENNA NETWORK TESTING**
  1. The Convention Center Expansion scope includes an owner radio antenna network to ensure proper radio communication signal throughout the property, this additional alternate includes radio frequency testing to confirm radio signal strength.
  2. Field Testing Activities
    - a) Pre-Acceptance Phase Services:
      - i. Pre-Functional Verification
        - (1) Verify all equipment is installed in accordance with manufacturers written instructions similar NFPA 1221 with all connections complete and ready for testing.
    - b) Acceptance Phase Services:
      - i. Functional Testing
        - (1) Coordinate with the local fire code official or the agency radio communications officials for access to portable radio equipment of the same model and calibration as those used by emergency responders.
        - (2) Develop testing grids as required in 20 and 40 grid test areas for each floor of the building.
        - (3) Conduct testing in similar to IFC requirements utilizing the owner's radio communication system.

- (4) Initial test shall record latent conditions around the building (signal noise floor) with a calibrated spectrum analyzer on the frequencies utilized by the owner with all DAS or BDA systems switched off.
  - (5) Secondary test shall be conducted within the same grid pattern external to the building with the system turned on to establish any addition the signal floor level with the system active.
  - (6) Perform 20 grid testing of the building utilizing public agency's radio system. Injected signal method of testing shall not be permitted. Failure of more than one test area shall result in failure of the test.
  - (7) If the system fails, then perform 40 grid testing. Failure of not more than two nonadjacent test areas shall not result in failure of the test.
  - (8) If the system incorporates a Class B signal-booster device or Class B broadband fiber remote devices, provide DAQ testing for subjective audio quality as specified in BICSI standards.
  - ii. Develop an issues report identifying any areas of non-conformance.
  - c) The following is a list of the anticipated written Work Products developed as part of the Field-Testing Process:
    - i. Functional Performance Test Documents
    - ii. Issue Reports, as needed.
- D. ADDITIONAL ALTERNATE (3) – COMPRESSED AIR DISTRIBUTION SYSTEM
- 1. The Convention Center Expansion scope includes a compressed air distribution system as an optional utility for exhibits and displays with in the convention spaces.
  - 2. Commissioning Activities
    - a) Construction Phase Services:
      - i. Documentation and installation verification of compressed air equipment and distribution system.
    - b) Acceptance Phase Services:
      - i. Functional Testing
        - (1) Verify proper operation and performance of compressors and associated controls
        - (2) Verify available pressures at connection points throughout the system with a 25% sampling strategy.
      - ii. Develop an issues report identifying any areas of non-conformance.
    - c) The following is a list of the anticipated written Work Products developed as part of the Field-Testing Process:
      - i. Pre-functional Checklists
      - ii. Functional Performance Test Documents
      - iii. Issue Reports, as needed.
- E. ADDITIONAL ALTERNATE (4) – NON-LEED BUILDING ENVELOPE CONSULTING SERVICES
- 1. Scope of Services
    - a) At the completion of this RFP process, the Consultant must be prepared to begin immediately providing the consulting and peer review of the design for the entire building envelope and all of its connections with other building systems as described below and in the Consultant Service Agreement ("Service Agreement" Exhibit B) with the Developer.
  - 2. Scope Activities
    - a) Design Development.
      - i. Provide a design and constructability review of the enclosure design drawings and specifications.
      - ii. Provide a written report 14-days after receipt of 100% DD documents
      - iii. Building Envelope Systems to be Commissioned:
        - Precast Concrete Exterior Wall Assembly
        - Stone Masonry Exterior Wall Assembly
        - Metal Panel Exterior Wall Assembly 1
        - Metal Panel Exterior Wall Assembly 2

- Metal Panel Exterior Wall Assembly 3
  - Metal Panel Exterior Soffit Assembly 1
  - Metal Panel Exterior Soffit Assembly 2
  - Curtainwall Assembly 1
  - Curtainwall Assembly 2
  - Curtainwall Assembly 3
  - Fully Adhered EPDM Roofing Assembly
  - Green Roof Assembly 1
  - Green Roof Assembly 2
  - Terrace Roof Assembly 1
  - Terrace Roof Assembly 2
  - Roof Expansion Joint Assembly 1
  - Roof Expansion Joint Assembly 2
  - Wall Expansion Joint Assembly 1
  - Wall Expansion Joint Assembly 2
- iv. Provide a list of any cost reduction options.
- v. Attend one (1) meeting to review your report with the design team in Milwaukee, WI.
- vi. Participate as necessary on conference calls / Teams calls
- b) Construction Documents.
- i. Monitor the development of the construction documents to ensure that all design has been completed to a standard of acceptability for bidding and construction purposes
  - ii. Provide a written report 30-days after each document issuance.
  - iii. Review Mock-Ups as necessary
  - iv. Attend one (1) meeting to review your report with the design team in Milwaukee, WI.
  - v. Participate as necessary on conference calls / Teams calls.
  - vi. On an ongoing basis provide assistance with value engineering, contractor cost savings, RFI's, and change orders
3. Sub- Alternates
- a) Review and report on the enclosure elements described above. The review is to occur at the start of installation for each element, a 50% completion of the installation for each element, and at the completion for each element. Assume **30** observation trips.
  - b) Provide an 11 month walk through after substantial completion to observe all building envelope systems.
  - c) Provide wind/tunnel testing on the building envelope.



**EXHIBIT B – FEE MATRIX**

Provide line item breakouts as outlined below:

<b><u>SCOPE:</u></b>	<b><u>FEE:</u></b>
<b>Convention Center Expansion LEED v4 Scope:</b>	
Fundamental Commissioning	\$ -
Enhanced Option 1, Path 1	\$ -
Enhanced Option 1, Path 2	\$ -
Enhanced Option 2	\$ -
Additional Anticipated Expenses (if applicable)	\$ -
<b>LEED Sub Total</b>	<b>\$ -</b>
<b>Existing Convention Center Renovation Scope:</b>	
<b>Wells Street Garage System</b>	
	\$ -
<b>South Side Cap Ex Projects</b>	
CE-14: Cooling Tower Motor Replacement	\$ -
CE-15: Main Steam Isolation Valves	\$ -
CE-18: Chiller #2, CHW Pump and CW Pump VFDs	\$ -
CE-47: Chiller #1, CHW Pump and CW Pump VFDs	\$ -
CE-51: (21) Existing AHUs Commissioning	\$ -
CE-65: (9) AHUs Motor and VFD Retrofit	\$ -
<b>Existing Convention Center Sub Total</b>	<b>\$ -</b>
<b>Additional Alternates:</b>	
(1) Emergency Power System Commissioning	\$ -
(2) Owner Radio Antenna Network Testing	\$ -
(3) Compressed Air Distribution System Commissioning	\$ -
(4) Non-LEED Building Envelope Consulting	\$ -
<b>Sub Alternates:</b>	
(4a) Thirty (30) Site Observation Visits	\$ -
(4b) Eleven (11) Month Warranty Visit	\$ -
(4c) Building Envelope Wind Tunnel Testing	\$ -

**EXHIBIT C – SD NARRATIVE AND DRAWING PACKAGE**

[HTTPS://CAA.BOX.COM/S/T7LQY2NIFZ70WLUWW8O23XO6P08XLV00](https://CAA.BOX.COM/S/T7LQY2NIFZ70WLUWW8O23XO6P08XLV00)

**EXHIBIT D – DRAFT PROFESSIONAL SERVICES AGREEMENT TEMPLATE**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement for Site Surveying (the "Agreement") is entered into as of TBD, 2021 ("Effective Date") by and between The Wisconsin Center District, a public body corporate and politic created by Chapter 232, Wis. Stats., as a not-for-profit Wisconsin corporation and instrumentality of the State of Wisconsin ("Owner") and TBD ("Consultant") with reference to the following facts:

A. Owner desires to retain Consultant to provide certain Building Commissioning services relating to land and facilities owned by Owner (the "Project"), which services are more particularly described in Exhibit A attached hereto ("Services").

B. Consultant is willing and able to perform the Services as an independent contractor on terms set forth more fully below in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services. Consultant shall perform the Services upon the terms and conditions set forth herein (and as further outlined in Exhibit A, incorporated herein) for the Basic Fee outlined below.

2. Compensation. Owner shall pay Consultant a lump sum of TBD (\$TBD) ("Basic Fee") in accordance with Section 11 below.

3. Term. Consultant shall promptly commence performance of the Services on the Effective Date and shall diligently proceed to perform the Services to completion (which completion date is currently anticipated to be TBD, 2021), unless this Agreement is earlier terminated (as set forth in Section 14 below) or amended (as set forth in Section 23).

4. Personnel Commitment. Consultant's authorized representative for the Project shall be TBD ("Authorized Representative"). In addition, Consultant is also assigning the following key personnel ("Key Personnel") in order to provide the Services:

- TBD
- TBD
- TBD

Owner reserves the right to require Consultant to replace the Authorized Representative or other Key Personnel at its sole discretion. Consultant may not change the Authorized Representative or Key Personnel without Owner's written consent, which may be withheld at Owner's sole discretion.

5. Standard of Performance. Notwithstanding anything to the contrary contained in this Agreement, Owner and Consultant acknowledge and agree that Owner is entering into this Agreement in reliance on Consultant's abilities with respect to performing the Services. In that connection, Consultant represents, warrants and agrees as follows:

a. The Services shall be performed as expeditiously as is consistent with the degree of skill and care, and to the professional standards, ordinarily exercised by professionals, acting diligently, in providing similar services for projects of comparable size, complexity, schedule, and other characteristics of the Project (hereinafter the "Standard of Care") and in a manner consistent with the interests of Owner. Consultant shall use reasonable efforts, consistent with the Standard of Care, to meet Owner's Project schedule.

b. The Services shall be provided in accordance with the Standard of Care.

c. Consultant is qualified to provide the Services, has the necessary level of skill, education, experience, and expertise to perform the Services, and maintains all necessary licenses, permits, or other qualifications necessary to perform same.

d. Consultant's duties as set forth herein shall at no time be in any way diminished by reason of any approval by Owner of the Services nor shall Consultant be released from any liability by reason of such approval by Owner, it being understood that Owner at all times is ultimately relying upon Consultant's skills and knowledge in performing the Services.

e. Consultant shall, at its own cost, promptly make good on any defects which fail to meet the Standard of Care in its Services as soon as Consultant becomes aware of such defects or is notified of such defects. If Consultant refuses or neglects to make good such defects promptly after receiving notice requesting such remedial work from Owner, then Owner shall be entitled to directly or cause a third-party to make good such defective Services at the sole expense of Consultant. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective Services that Owner may have under this Agreement, at law, or in equity.

f. Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations which in any manner affect the Services provided hereunder or the project site, as identified by Owner (the "Project Site") (including, but not limited to, all applicable laws, ordinances, rules, or regulations of the State of Wisconsin, the City of Milwaukee ("City"), and other applicable municipal authority(ies), as applicable (the "Public Authority")), and, as a component of the Standard of Care, shall perform the Services in compliance with all such laws, ordinances, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Services.

g. Consultant shall use commercially reasonable efforts to be informed and aware of any enforceable intellectual property rights, including, without limitation, any patent, trademark, or copyright of another, that relate to the Services.

h. Consultant shall not employ other consultants or contractors without the prior written approval of Owner, which may be withheld in Owner's sole discretion.

i. At the request of Owner, Consultant shall organize and attend meetings with Owner and Owner's design team, project manager, representatives, architects, engineers, subcontractors, and/or consultants for the purpose of updating Owner on the status of the Services or any other issues relating to this Agreement.

j. Consultant shall provide additional services only with prior written authorization by Owner, in accordance with attached schedule, if applicable, of hourly rates (attached hereto as Exhibit B).

k. Consultant shall cooperate with other consultants, contractors, and subcontractors engaged by Owner.

6. Consultant's Representations and Warranties. Consultant represents and warrants that:

a. There are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.

b. Consultant is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Services and perform all obligations hereunder.

c. Consultant is able to furnish the services required to complete the Services and perform its obligations hereunder pursuant to the Standard of Care.

d. Consultant is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, including the registration for, and collection and remitting of Wisconsin sales and use taxes, with full power and authority to conduct its business as presently conducted, to execute, deliver, and perform its obligations under this Agreement.

e. Consultant has taken all necessary action to authorize its execution, delivery, and performance of this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms.

f. The execution, delivery and performance of this Agreement by Consultant does not, and will not, conflict with, or constitute a violation or a breach of, or constitute a default under, or result in the creation or imposition of any lien upon the Project site of Consultant by reason of the terms of (a) charter documents of Consultant, (b) any applicable law, rule, or regulation binding upon or applicable to Consultant, or (c) any material agreements to which Consultant is a party.

g. Consultant is authorized to do business in the State of Wisconsin and is properly licensed and registered by any and all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Services and the Project Site.

h. Consultant has visited the Project Site and is familiar with the local and special conditions under which the Services are to be performed.

i. Consultant possesses the necessary level of experience and expertise in projects of the size, complexity, and nature of this Project, and will perform the Services with the care, skill and diligence consistent with the Standard of Care.

j. Through the exercise of commercially reasonable diligence, Consultant is not aware of any intellectual property rights of others, including, without limitation, any patent, trademark, or copyright of another, upon which the Services may infringe.

The foregoing representations and agreements shall survive any termination of this Agreement and final completion of the Services and are in addition to, and not in lieu of, any and all other liability imposed upon the Consultant by this Agreement, at law, or in equity with respect to the Consultant's duties, obligations, and performance hereunder.

7. Indemnification. To the fullest extent permitted by applicable law, Consultant agrees to indemnify, defend, and hold harmless Owner and any assignee of Owner or of Owner's interest in this Agreement, and their respective parents, subsidiaries, affiliated companies, representatives, agents and employees; ICON Venue Group, LLC, d/b/a CAA ICON ("CAA ICON"), and its parent, subsidiaries, affiliated companies, representatives, agents and employees; (collectively, the "Indemnified Parties"; each an "Indemnified Party") from and against all claims, damages, injury, sickness, disease, death, penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, losses, causes of action, suits, judgments, and expenses, including reasonable attorney fees, of any nature, kind, or description (collectively "Claims") to the extent caused or occasioned by or alleged to be caused by or occasioned by: (a) the negligent act or omission, reckless or intentionally wrongful act, error or omission, or willful misconduct of the Consultant or any of its agents, partners, employees, contractors, and consultants arising out of or in connection with this Agreement or the Services to be provided hereunder; (b) any failure of Consultant or any of its agents, partners, employees, contractors, and consultants to comply with applicable law, rules, and regulations in connection with this Agreement or the Services to be provided hereunder; (c) a determination by a court or agency that the Consultant, or its agents, partners, employees, contractors, and consultants, is not an independent contractor with respect to Owner; and (d) any breach by Consultant or any of its agents, partners, employees, contractors, and consultants of any of the covenants, warranties, and/or obligations contained in this Agreement. Consultant further agrees to indemnify, protect, defend, and hold harmless all Indemnified Parties from and against all Claims caused or occasioned by or alleged to be caused or occasioned by the infringement of any intellectual property rights, including, without limitation, any patent, copyright, trademark, trade dress, or trade secret right of any person, company, or entity, that arise from or is related to Consultant's performance of the Services ("Intellectual Property Claims"), including, without limitation, those Intellectual Property Claims caused, alleged, or occasioned by Consultant, any of its agents, partners, employees, contractors, and consultants, or any wireless carriers (with which Consultant may engage or consult with in connection with the Services) in connection with the Services. Consultant's obligations under this Section shall survive termination or expiration of this Agreement.

8. Documents and Reports; Assignment of Intellectual Property Rights; Documents of Third Parties.

a. Owner and any assignees of Owner or of Owner's interest in this Agreement shall have all ownership rights including, without limitation, all patent, copyright, trademark, trade dress, trade secret, or other intellectual property rights (collectively, "Ownership Rights") in all work product, including, without limitation, all written, recorded, photographic, or visual materials, all

computations, sketches, graphical layouts, blueprints, design documents, construction documents, drawings, forms, worksheets, schematics, memoranda, notes, models, specifications, instructions, instruments of service, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Services, whether prepared by Consultant, Consultant's agents, or by any subconsultant or sub-contractor engaged by Consultant, produced in the performance of this Agreement (collectively, the "Documents and Reports"). Consultant understands, acknowledges, and agrees that it shall retain no ownership, interest, or title in the Documents and Reports, and Consultant further waives any right it has (or has had) to claim any ownership, interest, or title in the Documents and Reports.

b. All Documents and Reports shall be for Owner's exclusive and unlimited use and re-use on the Project at any time without further compensation (including, without limitation, any royalty payment or other consideration) to Consultant. Owner shall have the unlimited right to assign or license, including, without limitation, a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license, to any person or entity of any or all of the Documents and Reports, without further compensation (including, without limitation, any royalty payment or other consideration) to Consultant. Consultant shall not use any Documents and Reports for marketing purposes without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. Unless otherwise designated by Owner, all Documents and Reports shall be treated as "Confidential" and shall be kept, maintained, and safeguarded pursuant to the provisions of Section 12 below. Consultant's requests for proposals and agreements with its subcontractors and subconsultants (if any) shall also contain provisions requiring the same standard of confidentiality. Consultant agrees to assign to Owner any and all intellectual property rights, including, without limitation, any patent, copyright, trademark, trade dress, or trade secret right, that arises from, is related to, or is created during Consultant's performance of the Services. Unless otherwise instructed by Owner, Consultant shall deliver to Owner all Documents and Reports, in both hard copy and electronic formats, within thirty (30) days of the end of the Term of this Agreement. Consultant's requests for proposals and agreements with its subcontractors and subconsultants (if any) shall also contain provisions whereby such subcontractors and subconsultants place, assign, and agree that all such Ownership Rights belong to, and are owned by, Owner and waive any rights under Moral Rights Laws. Consultant hereby further agrees to cause any waiver of rights or consents granted under the Moral Rights Laws to be granted to Owner, in writing, and to be signed by the individual who created the materials or made contributions to the materials. Any such waiver or consent shall identify the specific material(s) to which such waiver or consent relates and shall consent to the Modification and Incorporation of the materials by Owner.

c. Consultant acknowledges that the reports, plans, drawings, specifications, and other documents for the Project, whether prepared by Owner, Architect, other consultants, or subcontractors on the Project, may not be complete and, therefore, Owner may, from time to time during the Term, provide Consultant with revised reports, plans, drawings and specifications. Consultant shall timely review, but in no event more than five (5) days from its receipt thereof, all such revised drawings and specifications, or other documents, for the purpose of (i) checking their conformance with other information provided to Consultant in connection with the Project, the Services, and the design concept expressly conveyed to Consultant for the Project, and (ii) informing Owner, as soon as reasonably possible, of any defects in such documentation, actions that need to be taken, or issues that need to be addressed, as a result of the revised documentation, in order to avoid any delay in the completion of the Services and/or the Project.



d. If Consultant becomes aware of any defect in the reports, plans, design, drawings, schedules, summaries, or other documents or specifications prepared by others not under the control of Consultant, Consultant shall provide Owner with prompt written notice thereof.

9. Insurance.

a. During the term of this Agreement, Consultant shall provide and maintain at its own expense and cause any Consultants and/or subcontractors to provide and maintain at their own expense as a part of its Basic Services insurance policies with responsible carriers approved to do business in the State of Wisconsin which have a rating of not less than [A:X] in the most current edition of the Best's Key Rating Guide, or otherwise acceptable to the Owner, of the following types and amounts:

(1) Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General Liability (CG 00 01) occurrence form or equivalent. The "Additional Insureds" as set forth in section 9.b will be named as an additional insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms CG 20 10 and CG 2037 or a substitute providing equivalent coverage, for the 10 years or the applicable statute of repose, whichever is greater, after completion of this agreement:

Coverage	Limit
General Aggregate	\$2,000,000
Products Completed Operations Liability	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

(2) Automobile Liability Insurance coverage on all vehicles of the Consultant used in connection with the Project, whether owned, non-owned, leased, or hired with liability not less than One Million Dollars (\$1,000,000) combined single limit each occurrence for bodily injury and property damage;

(3) Professional Liability Insurance with all coverage retroactive to the commencement of Consultant's Services included within the scope of this agreement, to cover claims arising out of the performance of professional services caused by negligent acts, errors, omissions, with limits of not less than Two Million Dollars (\$2,000,000). This insurance shall be carried on a claims made basis, be maintained for a period of not less than six (6) years after Completion of the services included within the scope of this agreement, unless otherwise agreed to by Owner. Professional Liability Insurance may be evidenced under an annually renewable corporate program maintained by Consultant;

(4) Consultant shall maintain workers' compensation insurance at statutory limits, including employers' liability coverage with limits not less than \$1,000,000 per occurrence limit for bodily injury by accident, \$1,000,000 per employee limit for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease for all persons whom it employs or may employ in

carrying out the Work called for by the Agreement. The workers' compensation insurance shall be in strict accordance with the requirements of the most current and applicable state worker's compensation insurance laws in effect at the time work commences;

(5) Excess liability coverage in the amount of Five Million Dollars (\$5,000,000), each occurrence and aggregate. Coverage must be excess of the Commercial General Liability, Automobile Liability and Employers Liability and must be written on a follow form basis.

b. With the exception of Worker's Compensation and Professional Liability Insurance, all insurance policies shall (i) name Owner, ICON, Architect, and the parents, subsidiaries, divisions, affiliated entities, officers, officials, employees, agents, and volunteers of each of them, and the State of Wisconsin and the City, and the elected officials and employees of each of them as additional insured (collectively, the "Additional Insureds") with respect to liability arising out of work or operations performed by Consultant, its contractors, subcontractors, sub-consultants, agents, representatives, and employees, (ii) insure the Additional Insureds for all insured losses arising out of or in connection with the named insured's activities covered under the policies and the acts or omissions of the named insured or those acting on behalf of the named insured, (iii) contain a waiver of subrogation in favor of the Additional Insureds, (iv) contain a provision that coverage's afforded under such policies shall not be canceled without at least thirty (30) calendar days' written notice to Owner, the City, and the State of Wisconsin, and (v) be underwritten with responsible insurance carriers having a Best Insurance Rating of A or better. Copies of a certificate of insurance evidencing all insurance policies to be maintained by Consultant shall be delivered to and approved by Owner prior to commencement of the Services.

c. Consultant shall comply with all requirements of the insurers issuing said policies.

d. Owner shall have the right to require reasonable and corresponding additional insurance coverage or increase coverage limits in the event of material changes in the scope of the Services or in the circumstance under which the Services are rendered that are mutually acceptable to the parties.

e. Notwithstanding anything to the contrary contained herein, (i) Consultant's obligation to obtain and carry any of said insurance shall not be interpreted as relieving Consultant from any of its obligations under this Agreement, and (ii) Consultant's liability under this Agreement shall not be limited by the amount of insurance required to be carried by Consultant under this Section 9.

10. Liens. Consultant shall not permit or suffer any mechanics' or materialmen's, design professionals', or similar liens filed by any independent contractor, laborer or material vendor of Consultant to remain against the Project. In the event any such lien is filed against the Project, Consultant shall cause such lien to be removed by posting and recording the bond contemplated in accordance with the laws of the State of Wisconsin within ten (10) days after such lien or notice of an intent to file a claim for lien is filed or served. If Consultant fails to do so, Owner shall have the right to cause such lien to be removed, and Consultant shall indemnify, defend and hold Owner harmless against all liability, cost and expenses, including reasonable attorney's fees and costs, incurred by Owner in causing such lien to be removed. Owner may retain out of any payment

due Consultant hereunder amounts sufficient to reimburse Owner for such liability, cost and expense.

11. Payments to Consultant.

a. Within thirty (30) days of the completion of the Services hereunder or the termination of this Agreement (whichever is earlier), Consultant shall submit to Owner for its approval an invoice for Services actually performed during the Term of this Agreement. The invoice shall be in a form acceptable to Owner and shall set forth in reasonable detail (i) the Services rendered and (ii) the specific personnel involved. No invoice shall be payable unless Owner provides Consultant authorization for the particular Services rendered. Each invoice must include copies of any applicable receipts and such other evidence as Owner may reasonably require to support the invoice. Consultant shall send all invoices to Adrian Smith, CAA ICON, at [adrian.smith@caaicon.com](mailto:adrian.smith@caaicon.com) with copy to Mike Abrams, CAA ICON, at [mike.abrams@caaicon.com](mailto:mike.abrams@caaicon.com). In addition to those notices set forth in Section 27 below, every invoice shall also include the following: (a) fully executed conditional lien and payment claim waiver and payment releases from Consultant in the forms acceptable to Owner; (b) fully executed unconditional lien and payment claim waiver and releases from subconsultant who have performed Services with respect to the prior invoice issued, which shall be in form acceptable to Owner; and (c) if requested by Owner, any other documentation reasonably requested by Owner.

b. Within thirty (30) days of the earlier of the completion of the Services or termination of this Agreement, Consultant shall submit to Owner Consultant's final report, if any, and any other deliverables not previously delivered to Owner.

c. Within thirty (30) days after receipt of the invoice, Owner shall either approve such invoice, in whole or in part, or provide Consultant with notice of Owner's disapproval. Owner shall pay the approved amount within sixty (60) days of receipt of the invoice and all required deliverables.

d. Notwithstanding anything to the contrary contained herein, Owner shall not be obligated to make any payment, whether interim or final, to Consultant hereunder if any one or more of the following conditions exist:

(1) Consultant is in default of any of its material obligations under this Agreement;

(2) Any part of such payment is attributable to Services which have not been performed in strict accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to those Services which were performed in strict accordance with this Agreement; or

(3) Consultant has failed to make payments promptly to other consultants or third parties used in connection with the Services, if any, for which Owner has made payment to Consultant.

e. No payment made hereunder shall be, or be construed, to be final acceptance or approval of that part of the Services to which such payment relates, or relieve Consultant of any

of its obligations hereunder with respect thereto.

f. Consultant shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

12. Confidentiality. Consultant agrees to keep confidential and not to disclose to any party any of Owner's confidential information, including, but not limited to the nature of the Services being performed by Consultant, the terms and conditions of this Agreement, any data submitted to Consultant by Owner, any data regarding Owner or the Project Site obtained by Consultant in the course of performing the Services, and all Documents and Reports and any information contained therein, without the prior written approval of Owner, which may be withheld in Owner's sole discretion. Consultant's obligations under this Section 12 shall survive termination or expiration of his Agreement. For purposes hereof, "confidential" material shall not include information which (i) is or becomes generally available to the public through no breach by Consultant or its agents of this Agreement, or (ii) was available to Consultant on a non-confidential basis prior to the date of this Agreement from a source other than the Owner which is not prohibited from disclosing such information to Consultant by a contractual, legal or fiduciary obligation. Consultant shall require all Subcontractors and respondents to requests for proposal to comply with the provisions of this Section 12 by insertion or adaptation of this "Confidentiality" clause into each respective related subcontract, request for proposal, and purchase order relating to the Project. Notwithstanding any provision herein to the contrary, Consultant agrees and recognizes that Owner is subject to the requirements of the Wisconsin Open Records Law, Wis. Stat. s. 19.31 et seq., and that Owner may be required to disclose this Agreement, Documents and Reports, and any other data, documents, and/or information pursuant to an open records request.

13. Conflict of Interest. Consultant has researched potential conflicts of interest and determined that no conflicts of interest or the potential for conflicts of interest exist which would preclude the Consultant from representing Owner under this Agreement or in any way impair Consultant's ability to perform the Services. In the event that a conflict of interest or the potential for a conflict of interest arises or is discovered during the Term of this Agreement, Consultant shall immediately notify Owner in writing. If, at any time, Owner believes, in Owner's sole discretion, that a conflict of interest may exist, it reserves the right to terminate this Agreement in accordance with Section 14 below.

14. Termination.

a. Owner, in its sole discretion, may terminate this Agreement for any reason upon five (5) days written notice to the Consultant. In addition, Owner may terminate this Agreement immediately upon written notice to the Consultant if Consultant or any affiliate of Consultant is certified as an ineligible vendor under Section 77.66 of the Wisconsin Statutes. In the event of a termination under this Section 14(a), Owner shall pay Consultant for the Services performed as of the effective date of termination, including Services performed but not yet invoiced, as well as termination fees and costs incurred by Consultant.

b. In addition, if Consultant defaults under this Agreement or if Consultant for any reason whatsoever fails to perform the Services in accordance with this Agreement, Owner may terminate this Agreement if Consultant does not cure such default or failure within seven (7) business

days after notice from Owner of such breach or failure. In the event of termination under this Section 14(b), Owner shall not be responsible for any costs except for payment and actual costs incurred by Consultant for completed Services satisfactorily performed by Consultant prior to said default or failure, including payment for services satisfactorily performed and actual costs incurred prior to said default or failure, but not yet invoiced.

c. Upon receipt of notice of termination under either Section 14(a) or Section 14(b), Consultant shall promptly deliver to Owner any Documents or Reports and other deliverables prepared for Owner prior to the effective date of such termination.

d. Consultant may suspend work or terminate this Agreement if Owner does not meet its obligation under Section 11(c) above within thirty (30) days after receiving written notice from Consultant.

15. Independent Contractor. In assuming and performing the Services, Consultant is an independent contractor and shall not be eligible for any benefits which Owner may provide its employees. This Agreement shall not in any way create or form a joint venture or partnership.

16. Independent Counsel. Each party hereto acknowledges that it has been represented by, or had the opportunity to consult with, independent counsel of its own choosing in connection with the negotiation and execution of this Agreement.

17. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Jurisdiction and Venue. Subject to the provisions of Section 19 (below), the Parties agree that any action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought against any of the Parties hereto only in the appropriate courts in the State of Wisconsin and County of Milwaukee, and each of the Parties hereby consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection to venue laid therein. Pending resolution of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement.

19. Dispute Resolution. Any and all disputes and claims between Owner and Consultant shall be resolved by agreement of the Owner and Consultant, or decided, in Owner's sole determination and discretion, by litigation, arbitration, mediation, or any other dispute mechanism selected Owner. The Consultant shall carry on the Services and maintain progress during any dispute proceedings, and the Owner shall continue to make payments to the Consultant in accordance with the terms of this Agreement for undisputed amounts.

20. Non-waiver. The waiver by either party or any breach of any term, covenant, or condition contained in the Agreement or any default in the performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

21. Enforceability. In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, Owner and Consultant shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward achieving the purpose of this Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions or portions or any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement.

22. Records.

a. Maintenance of Records. Consultant shall keep records of expenses pertaining to the Services on the basis of generally accepted accounting principles, but, in any event, in sufficient detail to allow Owner to fully review and understand the same.

b. Audit Rights. Owner shall have the right at any time and from time-to-time to audit Consultant's billings hereunder. Consultant shall maintain, preserve, and make available for inspection, audit, and reproduction at Owner's expense, up to twenty-four (24) months following the submission of the final invoice, the books, records, agreements, and other documents used in determining any cost incurred and billed to Owner during the performance of this Agreement.

c. Inaccuracies. If any such audit reveals any inaccuracies in the billings, the necessary adjustment shall be made promptly. Payment of distributed amounts may be withheld pending timely resolution of such audit inaccuracies.

23. Integration. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Consultant and Owner, whether oral or written. The provisions of this Agreement shall not be waived or modified except in writing signed by the parties.

24. Successors and Assigns. Owner and Consultant, respectively, binds themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and this Agreement shall inure to the benefit of Owner and Consultant, respectively, and their permitted successors, assigns, and legal representatives. Consultant shall not assign or transfer any interest in this Agreement without Owner's prior written consent, which consent shall be in Owner's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. Notwithstanding anything to the contrary contained herein, Owner may assign this Agreement without limitation to any persons, entities, or governmental agencies, authorities or units without Consultant's consent or approval.

25. Time. Time is of the essence in each provision contained herein.

26. No Personal Liability. Notwithstanding anything to the contrary in this Agreement, neither the directors, officers nor shareholders of either Party, nor any person or entity holding any interest in either Party, shall be personally liable, whether directly or indirectly, by reason of any default by either Party in the performance of any of the obligations of either Party under this Agreement.

27. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when delivered to the recipient; or (b) two (2) calendar days after deposit in a sealed envelope in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below, whichever is earlier.

All notices to Owner shall be sent to: Mr. Marty Brooks  
400 W. Wisconsin Ave.  
Milwaukee, WI 53203  
Email: MBrooks@wcd.org

With copy to: Mr. Marc Farha  
ICON Venue Group, LLC  
7300 Carmel Executive Park, Suite 325,  
Charlotte, NC 28226  
Email: marc.farha@caaicon.com

All notices to Consultant shall be sent to: TBD

If the date on which any notice to be given hereunder falls on a Saturday, Sunday, or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The foregoing addresses may be changed by notice given in accordance with this Section 27.

28. Press Releases; Advertising and Other Publicity Authorization. Consultant shall not make any press releases or other public announcements regarding this Agreement or Consultant's involvement in the Project without obtaining Owner's prior written consent, which shall not be unreasonably withheld. Consultant shall not, without prior written consent of Owner, publish, assert, or imply that Owner endorses the Consultant's product or service. Consultant shall not use Owner's logo, trademarks, tenant names or logos or other protected items without the prior written consent of the Owner. Without limiting the foregoing, Consultant acknowledges the proprietary nature of all names, trademarks, service marks, trade dress, including without limitation word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations owned, controlled or cleared for use by or on behalf of and/or applied for in or registered with the United States Intellectual Property Office (USPTO) (irrespective of the class or nature of goods or services for which an application has been made or registration issued) or otherwise protected by applicable law, or any combination or derivative of same (collectively, "Owner Marks"). Consultant acknowledges a license from Owner is required in order to use such Owner Marks and agrees it will make no use of any Owner Marks without the prior written consent of Owner.

29. Owner's Consents. All approvals, consents, waivers, requests, and authorizations by Owner under this Agreement (a) shall not be effective unless in writing and signed by Owner, and (b) except as otherwise expressly provided herein, may be withheld by Owner in its sole discretion.

30. Approval of Authorities. To the extent the approval of any authority (including,

without limitation, the Public Authority) is required in connection with the Services, Consultant shall, as part of the Services, assist Owner and Owner's design team, project manager, representatives, contractors, architects, engineers, and/or other consultants with filing any and all documents and applications required to obtain such approval and shall timely, but in no event more than forty-eight (48) hours, (i) review, (ii) answer, or (iii) take other reasonable and appropriate action in response to any requests or requirements from any authorities related to such filings involving either Consultant or any of its subcontractors or subconsultants. The costs associated with providing such assistance shall be included in the Basic Fee.

31. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

32. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, ordinances and regulations applicable to the goods, the Project Site, and this Agreement. Consultant shall be responsible for and shall indemnify and save harmless the Owner from and against all damages and liability which may arise out of failure of Consultant to comply with said laws, ordinances, regulations, orders and rulings. The articles covered by this Agreement must conform to the safety requirements of the City and the State of Wisconsin. By acceptance of this Agreement, Consultant warrants that all goods, materials, articles, and services were produced in accordance with the applicable fair labor standards. Consultant warrants that it is, and will be during the term of this Agreement, in full compliance and will be bound by the Equal Employment Opportunity laws, regulations, executive orders, whether promulgated by Federal, State, or Local governments, or agencies thereof, or by the provisions relating thereto in the client's contract with the Owner. Consultant shall comply with Owner's policies relating to non-discrimination and equal-opportunity, which policies shall be made available to Consultant upon request.

33. Equal Employment Opportunity; Nondiscrimination

a. DBE Participation: Consultant shall use good faith reasonable efforts to maximize the participation of disadvantaged business enterprises ("DBE"), which may be defined to include, without limitation, minority-owned business enterprises, women-owned business enterprises, and/or disabled veteran-owned business enterprises in providing the Services with minimum participation goals to be established by the Owner pursuant to the requirements and/or guidance of any appropriate Governmental Authority. Owner currently anticipates that such goals could total up to twenty-five percent (25%) participation for minority-owned business enterprises, five percent (5%) participation for women-owned business enterprises, and one percent (1%) participation disabled veteran-owned business enterprises in providing the Services. Consultant understands and agrees that, as a result of Owner's final agreements with appropriate Governmental Authority, the participation goals may exceed twenty-five percent (25%) participation for minority-owned business enterprises, five percent (5%) participation for women-owned business enterprises, and one percent (1%) participation disabled veteran-owned business enterprises in providing such Services and in such case Consultant will be required to use commercially reasonable efforts to achieve such participation goals. Consultant has represented that it is a MBE, as defined herein and as certified by the Wisconsin Department of Administration (the certificate of which is attached hereto as Exhibit C).



b. Equal Employment Opportunity: In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruiting or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to ensure equal employment opportunities. Consultant shall include these provisions in any subcontract associated with this Agreement. An affirmative action plan is required for any consultant or subcontractor providing goods or services in a value that exceeds \$25,000.00 pursuant to this Agreement, and if such consultant or subcontractor has a workforce of twenty-five (25) or more employees as of the date of this Agreement. Failure to comply with the conditions of this clause may result in Consultant becoming declared an "ineligible" contractor, or termination of this Agreement, or withholding of payment. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

c. Compliance with Employment Laws. In performing its Services under this Agreement, the Consultant shall, and shall cause Consultant's subconsultants to, comply with all applicable federal, state and local employment and wage laws.

34. Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

35. Modification. Owner reserves the right to make changes in the scope of this Agreement. However, no extra amounts or changes in design or otherwise shall be allowed unless authorized in writing by Owner ahead of such services rendered. The Agreement shall constitute the entire agreement between the parties and Owner shall not be bound by any provision, promise or condition not specifically set forth in writing and incorporated herein.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Agreement.

37. Effective Date. The Parties hereby acknowledge and agree that they have executed this Agreement on TBD, 2021, but for all other purposes hereunder, this Agreement shall have an Effective Date as of the day and year first written above.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OWNER: Wisconsin Center District

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**Scope of Services**

[Attached]

**Exhibit B**

**Additional Services & Fees**

[Attached]

**Exhibit C**

**MBE Certificate**

[Attached]