



**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES  
LAKE COUNTY BOARD OF COMMISSIONERS AND LAKE COUNTY SHERIFF'S OFFICE**

**Dated August 22, 2025**

**Deadline to Submit Qualifications: 3:00 p.m. EST on September 15, 2025**

Submit Qualifications **via e-mail** to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) with copy to Ellis Katz at [ellis.katz@aboutpmc.com](mailto:ellis.katz@aboutpmc.com) and one hard copy hand delivered or delivered by mail, addressed to the following:

Individual Name:	Jason Boyd, Administrator
Department:	Commissioner's Office 105 Main Street Painesville, Ohio 44077

Hard copy Qualifications and Fee Proposal shall be submitted in sealed envelopes to the address provided above at 3:00 p.m. on September 15, 2025. Firms **shall not** provide pricing electronically via e-mail.

**I. Project Description and General Information**

1. The Lake County Board of Commissioners and Lake County Sheriff's Office (the "County" or "Owner") is soliciting Statements of Qualifications ("Qualifications") from qualified professionals for the Lake County Corrections Facility Project located in Lake County, Ohio (the "Project") to provide commissioning services as outlined in Section 2 below.
2. The Project is anticipated to include a corrections facility, Sheriff's administration building, and parking at 125 E. Erie St., Painesville, Ohio 44077 to replace the County Sheriff's Office currently located at 104 East Erie Street, Painesville, Ohio 44077. It is anticipated that the new facility will have a rated capacity of up to 505 beds.
3. The Owner is utilizing the Design-Build delivery method to construct the Project. The Owner selected Gilbane Building Company to serve as the Design-Builder for the Project. K2M is serving as the Architect of Record under Gilbane.
4. The Owner selected Hellmuth, Obata & Kassabaum, P.C. ("HOK") to serve as the Owner's Criteria Architect for the Project.
5. The Owner selected Project Management Consultants ("PMC") to serve as the Owner's Consultant for the Project.

6. Questions on this RFQ shall be directed in writing only via e-mail to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) by 4:00 p.m. EST on September 4, 2025.
7. The Owner may issue addenda, as required, to firms which requested an RFQ for the Project.

## II. Anticipated Scope of Services

1. The firm shall be responsible for the scope of Services attached as **Exhibit A**, and pursuant to the preliminary drawings and specs attached as **Exhibit B** ("Contract Documents") and example Agreement attached as **Exhibit C**.
2. The firm shall coordinate with the Architect, Design Builder, and other consultants as directed by the Owner.
3. The selected firm shall comply with all applicable laws and secure any necessary permits, fees, or licenses required for the Services.
4. The Owner anticipates the in the field Services beginning in 2nd Quarter of 2026 and continuing until 1<sup>st</sup> Quarter of 2027.

III. **Selection Process and Schedule.** Selection of the professional shall be based upon the firm's qualifications and the qualifications and experience of the individuals identified as the firm's proposed team for this Project. Written responses to this RFQ will be evaluated and all or a selection of firms may be requested to discuss clarifications to their Qualifications in an interview. The Owner shall rank and short list firms in accordance with ORC 153.69. Such evaluation and selection shall be subject to the Owner's absolute discretion. Upon selection of the firm determined to be most qualified to provide the requested services for the Project, the Owner reserves the right to negotiate the price for services in accordance with ORC 153.69. Owner may suspend the process at any time or refrain from entering into any contract.

The anticipated schedule is provided below. The Owner reserves the right to revise or modify the schedule as required.

Task	Completed By
Qualifications Due	September 15, 2025
Notification of Selection, Contingent Upon Board Approval	September 22, 2025
Recommendation to the Board to Select Firm and Contract Execution	Subject to Contract Negotiation

Qualifications received may be retained in the file maintained by the Owner. Each firm is requested to provide annual updates to the Qualifications to keep them current.

IV. **Required Submissions and Evaluation Criteria.** Please submit the following information in response to this RFQ:

1. Point of Contact. Provide the point of contact for your firm with the point of contact's phone number, address, and email.

2. Business Information.

- a. Provide the firm's history, including number of years in business.
- b. Describe your firm and how it is organized, its overall size in number of employees, the number of offices, and number of registered/licensed specialists for the services which your firm is submitting Qualifications for, and other technical staff.
- c. Identify the business form of contracting entity.
- d. If the proposed form of entity is a joint venture, please identify each venturer and their respective percentage of participation.

3. Experience of Firm's Personnel and Consultants. Identify the firm's assigned team of personnel and proposed consultants for the Project.

- a. Provide a project organizational chart containing the names and titles of your proposed staff for the Project. At a minimum, the chart should include individuals who will work on this Project.
- b. For every person listed on the chart, provide a one-page resume highlighting relevant experience.

4. Workload. Provide the firm's current workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design competently and expeditiously.

5. Past Performance. Provide examples of projects of similar size and scope. Describe any specific familiarity, if any, with jail projects. Include whether the firm's assigned team members participated in the project. Provide names, addresses, and telephone numbers of references for such projects. Additionally, Owner may consider Owner's past experience with the firm as part of the evaluation of past performance.

6. Insurance. State the limits of liability under your professional liability insurance coverage and include deductible or self-insured retention amounts.

7. Proposed Modifications to the Agreement. The Professional Services Agreement (the "Agreement") is attached as Exhibit C to this RFQ. Identify any proposed deviations from the terms of this Agreement and submit with your Qualifications. Modifications may be accepted in the Owner's sole discretion during negotiation of the Agreement with the selected firm.

8. Fee Proposal. The fee proposal shall not be opened by Owner until after selection based upon the provided qualifications are made. However, the firm shall submit fee information to provide the applicable services within the sealed envelope with the hard copy of the Qualification. The fee proposal shall include:

- a. Cost for Services

b. Reimbursable Costs, if any (without markup)

9. Clarifications and Additional Information. The Owner may request additional information from one or more of the professionals submitting Qualifications to supplement or clarify the Qualifications. Such additional information may be taken into account when ranking the most-qualified firms.

**V. Public Records.** All documents submitted to Owner in response to this RFQ are public and will be available for inspection under ORC 149.43 at the conclusion of the selection process.

*The Owner reserves the right to waive any defect or technicality in any Qualifications received. The Owner may eliminate any firm that submits an incomplete, inadequate, or non-responsive Statement of Qualifications in the Owner's sole discretion.*

## **EXHIBIT A**

### **Scope of Services**

#### **GENERAL**

##### Commissioning Goal and Objectives

The overall goal of the commissioning effort is to verify and document that those building systems selected for commissioning – as defined and agreed to by the owner, design team and commissioning authority – meet the design intent and owner’s requirements for functionality and performance.

Specific commissioning objectives for the project are as follows:

- Verify and document that the equipment is installed and started per manufacturer’s recommendations and to industry accepted minimum standards.
- Verify and document that equipment and systems receive complete operational checkout by the installing contractors.
- Verify and document equipment and system performance.
- Verify the completeness of operations and maintenance materials.
- Verify that the facility’s operations personnel are adequately trained on the operation and maintenance of building equipment.

The selected firm, in cooperation with the design and construction team, will perform the following activities to achieve the project goal and objectives:

- Review of Basis of Design

The Basis of Design Report details the design team’s response to the criteria in the owner’s requirements. It will include:

- Primary design assumptions – Include space use, redundancy, diversity, climatic design considerations, space zoning, occupancy, operations, and space environmental requirements.
- Standards – Include applicable codes, guidelines, regulations, and other references that will be put into practice.
- Narrative descriptions – Include performance criteria for the HVAC&R systems, lighting systems, hot water systems, on-site power systems, and other systems to be commissioned.

The Consultant will request these documents from the owner and design team and will review them for compliance with the Owner’s requirements and for future reference.

- Design Review of Construction Documents

The Consultant shall complete, at a minimum, one review of the CD phase design documents. The construction documents review is undertaken to ensure that commissioning is adequately specified within the construction documents for those building systems to be commissioned, and that the targeted

building systems are likely to meet the Owner's requirements relative to functionality, energy performance, maintainability, and indoor environmental quality.

The intent and timing of this review is to identify and resolve any issues that may adversely impact the installation, operation, and performance of the equipment and building systems to be commissioned before the construction documents are completed and used for construction purposes.

- Commissioning Scoping Meeting

Consultant will hold a scoping meeting which will bring together all members of the design and construction team that will be involved in the commissioning process.

Each building system to be commissioned is addressed, including its intended operation, commissioning requirements, and completion and start-up schedules. During the scoping meeting, all parties agree on the scope of work, tasks, schedules, deliverables, and responsibilities for implementation of the Commissioning Plan.

- Pre-Functional Inspection Checklists

A Pre-Functional Inspection Checklist will be developed by Consultant and be completed by the appropriate sub-contractor for all major equipment and systems being commissioned. The checklist confirms the as-built status of the equipment or system and ensures that the systems are complete and operational, so that the functional performance testing can be scheduled. Manufacturer's start-up checklists and other technical documentation guidelines will be used as the basis for all pre-functional checklists. Consultant reviews and verifies the completed Pre- Functional Inspection Checklists before beginning the functional performance testing. This activity will be coordinated with the design mechanical and electrical engineers' punch list activities.

- Functional Performance Testing

Functional performance testing verifies the intended operation of individual components and system interactions under various conditions and modes of operation. Functional Performance Testing Procedures will be prepared by Consultant so that the complete sequence of operations is included in the test procedures.

Under the supervision of Consultant commissioning staff, the installing subcontractor performs the hardware and/or software manipulations required for the testing. Consultant commissioning staff witness and record the results of functional performance testing. If a building component or system substantially fails the functional performance testing, the installing subcontractor is responsible

for making the necessary system adjustments or alterations. The failed component or system will then be re-tested for conformance. It is critical that final start-up procedures, tune-up testing, air and water balancing, and control software de-bugging be complete before any functional performance testing is undertaken.

Review of final testing, adjusting, and balancing report must be completed prior to the commencement of Functional Performance Testing.

- Commissioning Report

A final Commissioning Report will be compiled by Consultant which summarizes all of the tasks, findings, conclusions, and recommendations of the commissioning process. The Commissioning Report serves to “benchmark” the building and is useful in a continuous commissioning process which is recommended for the long-term performance of the building. The commissioning report includes the following information:

- An evaluation of the operating condition of the systems at the time of functional test completion.
- Issues (Deficiencies) that were discovered and the measures taken to correct them.
- Functional test procedures and results.
- A summary of all commissioning field activities as they progressed, and a description and a proposed schedule of required deferred testing.

## SECTION 019100.15 – WHOLE BUILDING COMMISSIONING REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Commission the building systems listed herein. Employ the services of an independent Commissioning Firm. The Commissioning Firm must be a 1st tier subcontractor of the Design-Build Contractor and must be financially and corporately independent of all other subcontractors. The Commissioning Firm must employ a Lead Commissioning Specialist that coordinates all aspects of the commissioning process. Conform to the commissioning procedures outlined in this specification.

#### 1.3 OWNER'S RESPONSIBILITIES

- A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

#### 1.4 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide commissioning plan.
- C. Convene commissioning team meetings.
- D. Provide project-specific construction checklists and commissioning functional test procedures for actual systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract and fall within the CxA's scope of work.
- E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 10 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the owner's project requirements. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
- F. Prepare and maintain the Issues Log.
- G. Witness systems, assemblies, equipment, and component startup.



- H. Verify testing, adjusting, and balancing of work is complete.
- I. Direct and witness the functional testing of systems, assemblies, equipment, and components to insure proper functioning prior to owner occupancy.
- J. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

## 1.5 CONTRACTORS' RESPONSIBILITIES

- A. The purpose of this section is to specify the contractors' and their sub-contractors' responsibilities in the commissioning process.
- B. Commissioning requires the participation of prime contractors to ensure that all systems are operating in a manner consistent with the Contract Documents. Primes shall be familiar with all parts of the commissioning plan issued by the CxA and shall execute all commissioning responsibilities assigned to them in the Contract Documents.
- C. The general commissioning responsibilities applicable to each of the contractors are as follows (all references apply to commissioned equipment only):
  - 1. Construction and Acceptance Phases
    - a. Include and itemize the cost of commissioning in the contract price.
    - b. Attend a commissioning kick-off meeting and other meetings necessary to facilitate the Cx process.
    - c. Provide a copy of the O&M manuals, cut sheets, and shop drawing submittals of commissioned equipment, through normal channels, to the CxA for review.
    - d. Provide additional requested documentation, prior to normal O&M manual submittals, to the CxA for development of start-up and functional testing procedures.
      - 1) Typically this will include detailed manufacturer installation and start-up, operating, troubleshooting, emergency, and maintenance procedures, full details of any owner-contracted tests, equipment performance diagrams, full factory testing reports, if any, and full warranty information, including all responsibilities of the Owner to keep the warranty in force clearly identified. In addition, the installation, start-up and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the Commissioning Agent.
    - e. Contractors shall assist (along with the design engineers) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
    - f. Develop a full start-up and initial checkout plan using manufacturer's start-up procedures and the Construction checklists from the CxA for all commissioned equipment. Submit to CxA for review and approval prior to startup.

- g. Perform, complete, and clearly document all full start-up and initial checkout plans, providing a typed copy electronically to the CxA. These documents should be returned to the CxA within two weeks of the start-up of the equipment.
  - h. Review, comment, and accept the specific functional performance test procedures provided by the CxA. Primes shall review test procedures to ensure feasibility, safety and equipment protection and provide necessary written alarm limits to be used during the tests.
  - i. Address current A/E punch list items before functional testing. Air and water TAB shall be completed with discrepancies and problems remedied before functional testing of the respective air- or water-related systems.
  - j. Provide skilled technicians to execute starting of equipment and to execute the functional performance tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
  - k. Respond to Commissioning Issues Log items that are relevant to your scope of work within one week of notification.
  - l. Correct deficiencies (differences between specified and observed performance) as interpreted by the CxA, CM and A/E and retest the equipment.
  - m. Provide information requested by the CxA for final commissioning documentation.
  - n. Provide measuring instruments to record test data and provide data acquisition equipment to record data for the complete range of testing for the required test period.
  - o. Provide documentation requested by the CxA regarding owner training and adjust training as directed by the CxA to best meet the needs of the owner's operating personnel. Training to use expert qualified personnel, as specified.
  - p. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
2. Warranty Period
- a. Execute seasonal or deferred functional performance testing, witnessed by the CxA.
  - b. Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.

## 1.6 SYSTEMS TO BE COMMISSIONED

- A. Commission the following systems:
  - 1. Heating, Ventilating, Air Conditioning, and Refrigeration Systems (HVAC)
  - 2. Building Automation System
  - 3. Utility Monitoring and Control System
  - 4. Lighting Systems
  - 5. Power Distribution Systems
  - 6. Power Generation Systems
  - 7. Renewable Energy Systems
  - 8. Telecommunications Systems
  - 9. Fire Alarm and Fire Suppression Systems
  - 10. Service Water Heating Systems

11. Plumbing Systems
12. Compressed Air, Fume Hood, and Dust Collection Systems
13. Energy and Water Utility Metering Systems and Sub-Meters
14. Building Envelope: include moisture, thermal integrity, and air tightness for the entire building envelope including systems such as walls, fenestration, roofing, and below grade perimeter walls

## 1.7 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
  1. ASHRAE 180 (2012) Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems
  2. ASHRAE 202 (2018) Commissioning Process for Buildings and Systems
  3. ASSOCIATED AIR BALANCE COUNCIL (AABC) ACG Commissioning Guideline (2005) Commissioning Guideline
  4. NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB) Commissioning Standard (2009) Procedural Standards for Whole Building Systems Commissioning of New Construction; 3rd Edition

## 1.8 COMMUNICATION WITH THE GOVERNMENT

- A. The Lead Commissioning Specialist (CxC) must submit all plans, schedules, reports, and documentation directly to the Contracting Officer Representative. The Lead Commissioning Specialist must have direct communication with the Contracting Officer's Representative regarding all elements of the commissioning process; however, the Government has no direct contract authority with the Lead Commissioning Specialist.

## 1.9 SEQUENCING AND SCHEDULING

- A. Sequencing
  1. Complete the following prior to starting Functional Performance Tests of mechanical systems:
    - a. All equipment and systems have been completed, cleaned, flushed, disinfected, calibrated, tested, and operate in accordance with contract documents and construction plans and specifications.
    - b. The controls systems have been completed, calibrated, tested, and operate in accordance with contract documents and construction plans and specifications.
    - c. Testing, Adjusting, and Balancing has been completed and the Testing, Adjusting, and Balancing Report, has been submitted and approved.
    - d. The building envelope is enclosed according to contract documents with final construction completed.
    - e. The Construction Checklists have been submitted and approved.
  2. Complete the following prior to starting Functional Performance Tests of the electrical systems:

- a. All electrical, power generation, and lighting equipment and systems have been completed, calibrated, tested, and operate in accordance with contract documents and construction plans and specifications.
- b. The building envelope is enclosed according to contract documents with final construction completed.
- c. Ceiling tiles, floor coverings, and window coverings are in place.

B. Project Schedule

- 1. Include the following tasks in the project schedule. Ensure sufficient time is scheduled to accommodate the requirements of this specification section. The order of items listed below is not intended to imply a specified sequence:
  - a. Submission and approval of the Commissioning Firm and Commissioning Specialist
  - b. Submission and approval of the Commissioning Plan
  - c. Installation of permanent utilities (gas, water, electric)
  - d. Building Envelope Construction
  - e. Submission and approval of the Building Envelope Inspection Checklists
  - f. Factory Acceptance Testing for each of the systems to be commissioned as required by technical specifications
  - g. Manufacturer's Equipment Start-Up for each of the systems to be commissioned.
  - h. Potable Water System Flushing.
  - i. Operational Tests of the plumbing system.
  - j. Potable Water System Disinfection.
  - k. Submission and approval of the TAB Schematic Drawings, Report Forms, and Procedures.
  - l. Submission and approval of Duct Air Leakage Test Procedures.
  - m. Duct Air Leakage Test Execution.
  - n. Submission and approval of the Final Duct Air Leakage Test Report.
  - o. Submission and approval of the TAB Report.
  - p. Construction Checklist Submittal
  - q. Functional Performance Testing for each system to be commissioned
  - r. Integrated Systems Tests
  - s. Post-Test Deficiency Correction for each system to be commissioned
  - t. Re-Testing
  - u. Training for each of the systems to be commissioned
  - v. Submission and approval of the Commissioning Report

1.10 SUBMITTALS

A. Preconstruction Submittals

- 1. Commissioning Firm
- 2. Lead Commissioning Specialist
- 3. Technical Commissioning Specialists

B. Test Reports

- 1. Interim Commissioning Plan
- 2. Final Commissioning Plan
- 3. Template Building Envelope Inspection Checklists

4. Building Envelope Inspection Checklists
  5. Construction Checklists
  6. Issues Log Report
  7. Post-Construction Trend Log Report
- C. Operation and Maintenance Data
1. Training Plan
  2. Training Attendance Rosters
- D. Closeout Submittals
1. Final Commissioning Report

#### 1.11 COMMISSIONING FIRM

- A. Provide a Commissioning Firm that is certified in commissioning by one of the following: the AABC Commissioning Group (ACG); the National Environmental Balancing Bureau (NEBB); the International Certification Board/Testing, Adjusting, and Balancing Bureau (ICB/TABB), the Building Commissioning Association (BCA); the Association of Energy Engineers (AEE). The Commissioning Firm may employ a commissioning professional certified by the University of Wisconsin-Madison or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) as required in paragraph LEAD COMMISSIONING SPECIALIST as an alternative to certification of the Commissioning Firm. The Commissioning Firm must be certified in all systems to be commissioned to the extent such certifications are available from the certifying body. Describe any lapses in certification or disciplinary action taken by the certifying body against the proposed Commissioning Firm or Lead Commissioning Specialist in detail. Any firm or commissioning professional that has been the subject of disciplinary action by the certifying body within the five years preceding contract award is not eligible to perform any duties related to commissioning.
1. Submit the Commissioning Firm's certification of qualifications including the name of the firm and certifications no later than 60 calendar days after Notice to Proceed. Submit one electronic copy.
  2. The Commissioning Firm's and Commissioning Specialists' certifications must be maintained for the entire duration of the duties specified herein. If, for any reason, the firm or a specialist loses a certification during this period, immediately notify the Contracting Officer's Representative and submit another Commissioning Firm or Commissioning Specialist for approval. All work specified in this specification section performed by the Commissioning Firm or associated Commissioning Specialists is invalid if the Commissioning Firm or Commissioning Specialist loses its certification prior to contract completion and must be performed by an approved successor.

#### 1.12 LEAD COMMISSIONING SPECIALIST

- A. The Commissioning Firm must provide a Lead Commissioning Specialist (CxC) that has a minimum of five years of commissioning experience, including two projects of similar size and complexity, and that is one of the following: a NEBB qualified Systems Commissioning Administrator (SCA); ACG Certified Commissioning Authority (CxA); ICB/TABB Certified Commissioning Supervisor; BCA Certified Commissioning Professional (CCP); AEE Certified

Building Commissioning Professional (CBCP); University of Wisconsin-Madison Qualified Commissioning Process Provider (QCxP); Building Commissioning Professional (BCxP).

1. Submit the Lead Commissioning Specialist's certification of qualifications including the name of the specialist and firm; certifications; years of experience; and a listing of representative projects of similar size and complexity no later than 60 calendar days after Notice to Proceed. Submit one electronic copy.
2. The Lead Commissioning Specialists certifications must be maintained for the entire duration of the duties specified herein. If, for any reason, the specialist loses a certification during this period, immediately notify the Contracting Officer's Representative and submit another Lead Commissioning Specialist for approval. All work specified in this specification section to be performed by the Lead Commissioning Specialist is invalid if the Lead Commissioning Specialist loses its certification prior to contract completion and must be performed by an approved successor.
3. The Lead Commissioning Specialist must lead and oversee the commissioning work specified herein and be the primary point of contact for the Government regarding the commissioning work. One of the Technical Commissioning Specialists may be the Lead Commissioning Specialist provided that all of the qualification requirements are met.

#### 1.13 TECHNICAL COMMISSIONING SPECIALISTS

- A. Technical Commissioning Specialists, employed by the Commissioning Firm and that have the following qualifications, must perform the technical work specified herein associated with each system to be commissioned:
  1. Mechanical Technical Commissioning Specialist: The technical work associated with mechanical systems must be performed by a Commissioning Specialist with five years of experience in the commissioning of HVAC systems.
  2. Electrical Technical Commissioning Specialist: The technical work associated with electrical systems must be performed by a Commissioning Specialists with five years of experience inspecting, testing, and calibrating electrical distribution and generation equipment, systems, and devices.
  3. Building Envelope Technical Commissioning Specialist: The technical work associated with the Building Envelope system must be performed by a registered architect with five years of building envelope design or construction experience or a professional with training and certification as an Air Barrier Installer or Auditor from the Air Barrier Association of America (ABAA) or other 3rd party air barrier association. The Building Envelope Technical Commissioning Specialist must have experience coordinating and instructing personnel involved in installation, joining, and sealing of air barrier materials and components.
  4. Submit the Technical Commissioning Specialist's certification of qualifications including the name of the specialist and firm; certifications; years of experience; and a listing of representative projects of similar size and complexity no later than 60 calendar days after Notice to Proceed. Submit one electronic copy.

#### 1.14 COMMISSIONING STANDARD

- A. Comply with the requirements of the commissioning standard under which the Commissioning Firm and Specialists qualifications are approved. When the firm and specialists are certified by

BCA, AEE, ASHRAE, or the University of Wisconsin-Madison, comply with the requirements of one of the acceptable standards unless otherwise stated herein. The acceptable standards are ACG Commissioning Guideline, NEBB Commissioning Standard, ANSI/SMACNA 014, or ASHRAE 202. Comply with applicable NETA testing standards for electrical systems.

1. Implement all recommendations and suggested practices contained in the Commissioning Standard and electrical test standards.
2. Use the Commissioning Standard for all aspects of Commissioning, including calibration of instruments.
3. Where the instrument manufacturer calibration recommendations are more stringent than those listed in the Commissioning Standard, adhere to the manufacturer calibration recommendations.
4. All quality assurance provisions of the Commissioning Standard such as performance guarantees are part of this contract.
5. The Commissioning Specialists must develop commissioning procedures for any systems or system components not covered in the Commissioning Standard.
6. Use any new requirements, recommendations, and procedures published or adopted prior to contract solicitation by the body responsible for the Commissioning Standard.

#### 1.15 ISSUES LOG

- A. The Lead Commissioning Specialist must develop and maintain an Issues Log for tracking and resolution of all deficiencies discovered through submittal reviews, inspection, and testing. Include the date of final resolution of issues as confirmed by the Commissioning Specialist. Submit Issues Log on a monthly basis at a minimum. At any point during construction, any commissioning team member finding deficiencies may communicate those deficiencies in writing to the Commissioning Specialist for inclusion into the Issues Log.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

#### 3.1 CONSTRUCTION PHASE

- A. Construction Commissioning Coordination Meeting - The Lead Commissioning Specialist must lead a Construction Commissioning Coordination Meeting no later than 14 days after approval of the Commissioning Firm and Commissioning Specialists or 30 days following construction notice to proceed to discuss the commissioning process including contract requirements, lines of communication, roles and responsibilities, schedules, documentation requirements, inspection and test procedures, and logistics as specified in this specification section. The Contractor's Superintendent or Project Manager, the Contractor's Quality Control Representative, and the Government must attend this meeting.
- B. Interim Commissioning Plan
  1. The Lead Commissioning Specialist (Cx/C) must prepare the Interim Commissioning Plan. Submit the Interim Commissioning Plan no later than 30 calendar days after the

Construction Commissioning Coordination Meeting and no later than 14 days prior to the start of construction of the building envelope. Submit one electronic copy. Identify the commissioning and testing standards and outline the overall commissioning process, the commissioning schedule, the commissioning team members and responsibilities, lines of communication, documentation requirements for the construction phase of the project, and Template Building Envelope Inspection Checklists in the Interim Commissioning Plan.

- a. Checklists - Download example Building Envelope Inspection Checklists, Construction Checklists, Integrated Systems Test Checklists, and Functional Performance Test Checklists for specification section 01 91 00.15 10 TOTAL BUILDING COMMISSIONING at the following location: <http://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/forms-graphics-tables>. The checklists submitted in the Commissioning Plans must contain the same level of detail shown in the examples. The submitted checklists are not required to match the format of the examples.
  - b. Template Building Envelope Inspection Checklists - The Building Envelope Technical Commissioning Specialist must develop the Template Building Envelope Inspection Checklists. Include all items that verify the building materials and construction maintain the required thermal and moisture integrity and air tightness of the building envelope system in the Building Envelope Inspection Checklists.
- C. Final Commissioning Plan - The Lead Commissioning Specialist (Cx) must prepare the Final Commissioning Plan. Submit the Final Commissioning Plan no later than 30 calendar days prior to the start of Construction Checks. Submit one electronic copy. Include the information provided in the Interim Commissioning Plan. In addition, the Technical Commissioning Specialist must develop the Construction Checklists, Integrated Systems Test Checklists, and Functional Performance Test Checklists for each building, for each system required to be commissioned, and for each component for inclusion in the Final Commissioning Plan.
1. Construction Checklists - The Construction Checklists must include items for physical inspection or testing that demonstrate that installation and start-up of equipment and systems is complete. Refer to paragraph Construction Checks for more information.
  2. Functional Performance Test Checklists - Functional Performance Test Checklists must include procedures that explain, step-by-step, the actions and expected results that will demonstrate that the system performs in accordance with the contract. Refer to paragraph Functional Performance and Integrated Systems Tests for more information. Include the following sections and details appropriate to the systems being tested in the Functional Performance Test Checklists:
    - a. Notable system features including information about controls to facilitate understanding of system operation
    - b. Conclusions and recommendations. Conclusions must clearly indicate if system does or does not perform in accordance with contract requirements. Recommendation must clearly indicate that the system should or should not be accepted by the Government.
    - c. Test conditions including date, beginning and ending time, and beginning and ending outdoor air conditions
    - d. Attendees
    - e. Identification of the equipment involved in the test
    - f. Control system feature identification



- g. Point-to-point observations including demonstrating system flow meters and sensors have been calibrated and are correctly displayed on the Operator workstation
  - h. Actuator operation observations demonstrating actuator responses to commands from the control system
  - i. As-found condition of the system operation
  - j. List of test items with step numbers along with the corresponding feature or control operation, intended test procedure, expected system response, and pass/fail indication.
  - k. Space for comments for each test item.
3. Integrated Systems Test Checklists - Integrated Systems Test Checklists must include test procedures that explain, step-by-step, the actions and expected results that will demonstrate that the interactive operations between systems performs in accordance with the contract. Refer to paragraph Functional Performance and Integrated Systems Tests for more information. Include the following sections in the Integrated Systems Test Checklists:
- a. Notable features of the interconnected systems organized by discipline including information to facilitate understanding of system operation
  - b. Conclusions and recommendations. Conclusions must clearly indicate if the systems do or do not perform in accordance with contract requirements. Recommendation must clearly indicate that the systems should or should not be accepted by the Government
  - c. Test conditions including date and beginning and ending time
  - d. Attendees
  - e. Identification of the equipment and systems involved in the test
  - f. List of test items with step numbers along with the corresponding feature or control operation, intended test procedure, expected system response, and pass/fail indication.
  - g. Space for comments for each test item.
- D. Construction Submittals
- 1. Provide all submittals associated with the systems to be commissioned, including shop drawings; equipment submittals; test plans, procedures, and reports; and resubmittals to the Commissioning Specialists. The Technical Commissioning Specialist must review the submittals to the extent necessary verify that the equipment and system installation will comply with the contract requirements, criteria referenced by the design-build contract, and the requirements of the Basis of Design and the Owner's Project Requirements Document.
- E. Inspection and Testing
- 1. Demonstrate that all system components have been installed, that each control device and item of equipment operates, and that the systems operate and perform, including interactive operation between systems, in accordance with contract documents and the Owner's Project Requirements. Requirements in related specification sections are independent from the requirements of this section and do not satisfy any of the requirements specified in this specification section. Provide all materials, services, and labor required to perform the Construction Checks, Building Envelope Inspection, Integrated Systems Tests, and Functional Performance Tests.

- F. Commissioning Team
1. The Lead Commissioning Specialist will develop a matrix of the personnel who are to be part of the commissioning team and their anticipated participation in commissioning inspections and systems testing. The matrix is to include designers, owner's quality control and project management staff, and contractors. This matrix must be approved by the Contracting Officer's Representative.
  2. Contractors to provide a commissioning representative for each sub-contractor associated with the systems to be commissioned. Each commissioning representative is responsible for coordination of their respective sub-contractor's execution of the commissioning activities and participation in the inspection and testing required by this specification section.
- G. Building Envelope Inspection
1. Document building envelope inspection by the commissioning team using the approved Template Building Envelope Inspection Checklists. Indicate commissioning team member inspection and acceptance of each Building Envelope Inspection Checklist item by initials at the time they are inspected and found to be in conformance with contract requirements. Inspect checklist items before they become hidden as construction progresses.
    - a. Submit the completed and initialed Building Envelope Inspection Checklists no later than 7 calendar days after completion of inspection of all checklist items. Submit one electronic copy.
    - b. The Building Envelope Technical Commissioning Specialist must make at least two site visits to the site to observe construction of the building envelope in-progress. On each visit, the Building Envelope Commissioning Specialist must review the Contractor's in-progress checklists to ensure that the commissioning team is inspecting the building envelope as required.
- H. Construction Checklists
1. Construction Checklists from the approved Final Commissioning Plan must be completed by the commissioning team. Complete one Construction Checklist for each individual item of equipment or system for each system required to be commissioned including, but not limited to, ductwork, piping, equipment, fixtures (lighting and plumbing), and controls. Indicate commissioning team member inspection and acceptance of each Construction Checklist item by initials. Acceptance of each Construction Checklist item by each team member indicates that item conforms to the construction contract and accepted design requirements in their area of responsibility. Technical Commissioning Specialist acceptance of each Construction Checklist item indicates that each item has been installed correctly and in accordance with contract documents and the Owner's Project Requirements. Submit the completed and initialed Construction Checklists no later than 7 calendar days after completion of inspection of all checklists items for each system. Submit one electronic copy. Include manufacturer start-up checklists associated with equipment with the submission of the Construction Checklists.
- I. Testing, Adjusting, and Balancing (TAB) Report and Field Acceptance Testing
1. The Mechanical System Technical Commissioning Specialist must review the pre-final TAB Report. Identify any deficiencies to the Contracting Officer's Representative and the

Contractor's Quality Control Personnel. Resolve all deficiencies prior to TAB Field Acceptance Testing.

2. The Mechanical System Technical Commissioning Specialist must witness the TAB Field Acceptance Testing. Include a certification by the Mechanical Technical Specialist that no outstanding deficiencies exist in the systems relative to Testing, Adjusting, and Balancing with the final TAB Report submittal.

J. Tests

1. Functional Performance and Integrated Systems Tests

- a. Schedule Functional Performance Tests for each system only after the Construction Checklists have been submitted and a sample verified. Correct all deficiencies identified through any prior review, inspection, or test activity before the start of Functional Performance Tests. Perform Integrated Systems Tests only after the Functional Performance Tests for each associated system are completed with all deficiencies resolved and after the related Functional Performance Test Checklists have been signed by each commissioning team member.

- 1) Functional Performance Tests and Integrated Systems Tests must be performed with the Contracting Officer's Representative present.
- 2) Abort Functional Performance Tests or Integrated Systems Tests when any system deficiency prevents the successful completion of the test.
- 3) Technical Commissioning Specialists must lead and document all Functional Performance Tests and Integrated Systems Tests for the systems to be commissioned with the Contractor and appropriate sub-contractors performing the Functional Performance Tests and Integrated Systems Tests. The representatives listed in the paragraph Commissioning Team must attend the tests. Abort Functional Performance Tests or Integrated Systems Tests when any required commissioning team member is not present for the test.

b. Checklist

- 1) Use the Functional Performance Test and Integrated Systems Test Checklists from the approved Final Commissioning Plan to guide the Functional Performance Tests and Integrated Systems Tests. Functional Performance Tests must be performed for each item of equipment and each system required to be commissioned and verify all sensor calibrations, control responses, safeties, interlocks, operating modes, sequences of operation, capacities, lighting levels, and all other performance requirements comply with construction contract and accepted design requirements regardless of the specific items listed within the Functional Performance Test and Integrated Systems Test Checklists provided. Testing must progress from equipment or components to subsystems to systems to interlocks and connections between systems. Integrated Systems Tests must be performed for the interactive operation between systems such as HVAC systems, fire protection systems, back-up electrical supply, energy generation systems, and other systems, and verify correct interactive operation, acceptable speed of response, and other contract requirements for both normal and failure modes. Examples of Integrated Systems Tests include the correct operation of HVAC systems during emergency system activation, correct operation of uninterruptible power supplies or energy generators and

connected systems, or lighting system operation during power outage or emergency system activation. The order of components and systems to be tested must be determined by the Technical Commissioning Specialists.

- c. Acceptance
  - 1) Indicate acceptance of each item of equipment and systems tested by signature of each commissioning team member for each Functional Performance Test or Integrated Systems Test Checklist. The Contractor's Quality Control Representative and the Technical Commissioning Specialists must indicate acceptance after the equipment and systems are free of deficiencies.
- 2. HVAC Test Methods
  - a. Perform Functional Performance Tests in accordance with the following:
  - b. Prior to Testing
    - 1) Prior to testing operating modes, sequences of operation, interlocks, and safeties, complete control point-to-point observations, test sensor calibrations, and test actuator commands.
  - c. Simulating Conditions
    - 1) Over-writing control input values through the controls system is not acceptable, unless approved by the Contracting Officer's Representative. Identify proposed exceptions in a protocol submitted to the Contracting Officer's Representative for approval. Before simulating conditions, overwriting values (if approved), or changing set-points, calibrate all sensors, transducers and devices. Below are several examples of exceptions that would be considered acceptable:
      - a) When varying static pressures inside ductwork can not be simulated within the duct, and where a sensor signals the controls system to initiate sequences at various duct static pressures, it is acceptable to simulate the various pressures with a Pneumatic Squeeze-Bulb Type Signaling Device with gauge temporarily attached to the sensing tube leading to the transmitter. It is not acceptable to reset the various set-points, nor to simulate an electric analog signal (unless approved as noted above).
      - b) Dirty filter pressure drops can be simulated using sheets of cardboard at filter face.
      - c) Freeze-stat safeties can be simulated by packing portion of sensor with ice.
      - d) High outside air temperatures can be simulated with a hair blower.
      - e) High entering cooling coil temperatures can be used to simulate entering cooling coil conditions.
      - f) Do not use signal generators to simulate sensor signals unless approved by the Contracting Officer's Representative, as noted above, for special cases.
      - g) Control set points can be altered. For example, to see the air conditioning compressor lockout work at an outside air temperature below 13 degrees C 55 degrees F, when the outside air temperature is above 13 degrees C 55 degrees F, temporarily change the lockout set point to be minus 18 degrees C 0 degrees F above the current outside air temperature. Caution: Set points are not to be raised or

lowered to a point such that damage to the components, systems, or the building structure and/or contents will occur.

- h) Test duct mounted smoke detectors in accordance with the manufacturer's recommendations. Perform the tests with air system at minimum airflow condition in ductwork.
- i) Test current sensing relays used for fan and pump status signals to control system to indicate unit failure and run status by resetting the set point on the relay to simulate a lost belt or unit failure while the unit is running. Confirm that the failure alarm was generated and received at the control system. After the test is conducted, return the set point to its original set-point or a set-point as indicated by the Contracting Officer's Representative.

d. Setup

- 1) Perform each test under conditions that simulate actual conditions as close as is practically possible. Provide all necessary materials and system modifications to produce the necessary flows, pressures, temperatures, and other conditions necessary to execute the test according to the specified conditions. At completion of the test, return the affected building equipment and systems to their pre-test condition.

3. Sample Strategy

- a. Perform Functional Performance Tests using the following sample strategy. Prepare and complete a Functional Performance Test Checklist for each item of equipment or system to be tested. For sample sizes less than 100 percent for all similar equipment, the Government will select the specific equipment or system to be tested during testing.
- b. Perform Integrated Systems Tests for all systems and equipment having interactive operation.
- c. Perform Functional Performance Tests and Integrated Systems Tests for all equipment and systems. Prepare and complete a Functional Performance Test Checklist for each item of equipment or system. Prepare and complete an Integrated Systems Test Checklist for each item of equipment or system.

4. Seasonal Tests

- a. Initial Functional Performance Tests
  - 1) Perform Initial Functional Performance Tests as soon as all contract work is completed, regardless of the season. Develop and implement means of artificial loading to demonstrate, to a reasonable level of confidence, the ability of the HVAC systems to handle peak seasonal loads.
- b. System Acceptance
  - 1) Systems may be partially accepted by the Government prior to seasonal testing if they comply with all construction contract and accepted design requirements that can be tested during initial Functional Performance Tests. All Functional Performance Test procedures must be completed prior to full systems acceptance.

5. Aborted Tests and Re-Testing

- a. Abort Functional Performance Tests, Integrated Systems Tests, or Seasonal Tests if any deficiency prevents successful completion of the test or if any required commissioning team member is not present for the test. Reimburse the Government for all costs associated with effort lost due to re-testing due to test

failures and aborted tests. These costs must include salary, travel costs, and per diem for Government commissioning team members. Re-test only after all deficiencies identified during the original tests have been corrected.

- b. 100 Percent Sample
  - 1) Systems or equipment for which 100 percent sample size are tested fail if one or more of the test procedures results in discovery of a deficiency and the deficiency cannot be resolved within 5 minutes during the test. Re-test to the extent necessary to confirm that the deficiencies have been corrected without negatively impacting the performance of the rest of the system.
- c. Less than 100 Percent Sample
  - 1) For systems tests with a sample size less than 100 percent, if one or more of the test procedures for an item of equipment or a system results in discovery of a deficiency, regardless of whether the deficiency is corrected during the sample tests, the item of equipment or system fails the test. a. If the system failure rate is 5 percent or less, meaning that 5 percent or less of the equipment or systems had at least one deficiency, re-test only on the items which experienced the initial failures. b. If the system failure rate is higher than 5 percent, meaning that more than 5 percent of equipment or systems tested had at least one deficiency, re-test the items which experienced the initial failures to the extent necessary to confirm that the deficiencies have been corrected. In addition, test another random sample of the same size as the initial sample for the first time. If the second random sample set has any failures, re-test those failed items and all remaining equipment and systems to complete 100 percent testing of that system type.

K. Training Plan

- a. Develop a training plan which identifies all training required by specification sections associated with commissioned systems. Include a matrix listing each training requirement, content of the training, the trainer name, trainer contact information, and schedule and location of training. Submit one electronic copy of the Training Plan to the Commissioning Specialists and the Government no later than 30 calendar days prior to the associated training. Document training attendance using training attendance rosters and provide completed attendance rosters to the Commissioning Specialists and the Government no later than 7 calendar days following the completion of training for each system to be commissioned. Submit one electronic copy.

L. Commissioning Report

- 1. Following the completion of Functional Performance Tests and Integrated Systems Tests, with the exception of Seasonal Tests, the Lead Commissioning Specialist must prepare a Commissioning Report.
  - a. Include an executive summary describing the overall commissioning process, the results of the commissioning process, any outstanding deficiencies and recommended resolutions, and any seasonal testing that must be scheduled for a later date. Indicate, in the executive summary, whether the systems meet the requirements of the construction contract and accepted design and the Owner's Project Requirements.

- b. Detail any deficiencies discovered during the commissioning process and the corrective actions taken in the report. Include the completed Building Envelope Inspection Checklists, Construction Checklists, Functional Performance Test Checklists, Integrated Systems Test Checklists, the Final Commissioning Plan, the Issues Log, Training Attendance Rosters, the As-Built Controls submittal, the final TAB Report.
- c. Submit the Commissioning Report no later than 14 calendar days following commissioning team acceptance of all Functional Performance Tests and Integrated Systems Tests with the exception of Seasonal Tests. Submit one electronic copy.
- d. Following any Seasonal Tests or Post-Construction Activities, update the Final Commissioning Report to reflect any changes and resubmit. File the approved, updated, Final Commissioning Report.

END OF SECTION 019100.15

**EXHIBIT B**  
**Contract Documents**

Drawings and Specifications comprising the Contract Documents can be downloaded from the following link:

[8-4-2025 LCSO Current Drawings.pdf](#)



[08-04-2025 LCSO - Current Specifications.pdf](#)



**EXHIBIT C**  
**PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of the [REDACTED] day of [REDACTED], 2023 (the "Effective Date"), by and between the **LAKE COUNTY BOARD OF COMMISSIONERS** ("Owner"), and [INSERT FIRM NAME] ("Consultant"). Owner and Consultant agree as follows:

### ARTICLE 1 GENERAL

1.1 Project. The Project consists of designing and constructing a new Lake County Public Safety Center located in Painesville, Ohio (the "Project"). The Owner selected the Consultant to provide [REDACTED] services for the Project in compliance with Ohio Revised Code Sections 153.65, *et seq.*

1.2 Schedule of Performance. Consultant shall promptly commence Services as directed by Owner and diligently pursue completion of the Services. Consultant shall complete the Services by [REDACTED]. Subject to the Standard of Care, time is of the essence for the completion of Services pursuant to this Agreement.

1.3 Consultant's Representative. Consultant designates the following [REDACTED] as the Consultant's representative authorized to act on behalf of the Consultant in the completion of Services for the Project. The Consultant's representative shall not be removed from the Project or reassigned without the prior written consent of the Owner.

1.4 Services. Consultant's Services consist of those described in this Agreement, the Request for Qualifications published on [REDACTED], 2024, and any other services identified in the Consultant's proposal, dated [REDACTED], 20\_\_ (as further modified by the parties), attached hereto as Exhibit A (collectively the "Services"). Consultant's proposal is merely to reference the required scope of work for the Project. No legal terms and conditions from the Consultant's proposal are incorporated into this Agreement and all terms, conditions, and exclusions are expressly rejected. In the event of any conflict between the terms of this Agreement and Exhibit A (and any sub-exhibits thereunder), this Agreement shall control unless approved otherwise by Owner in writing.

1.5 Effective Date. This Agreement covers all Services provided by Consultant for the Project, whether provided before or after the Effective Date. Any letters of intent, letter agreements or other existing agreements between the Parties are hereby deemed terminated and supplanted by the terms of this Agreement. Owner shall not be required to pay Consultant for Services paid for by Owner prior to the Effective Date. Owner shall be entitled to credit against the compensation due Consultant hereunder (to the extent applicable) for any amounts paid to Consultant prior to the Effective Date.

1.6 Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a business day, such period shall be extended to and through the next succeeding business day.

1.7 Additional Services. Consultant shall notify Owner in writing immediately upon Consultant's determination that changes in the Services ("Additional Services") are required, specifying

the scope of the change, the reason for the change, the estimated financial and schedule impacts of the change, and a definitive statement of fees Consultant claims are due for Services related to such change. Any Services that are provided without the advance written authorization of Owner shall be deemed to be part of the Services provided hereunder and claims for additional compensation shall be waived.

## ARTICLE 2      CONSULTANT'S RESPONSIBILITIES

2.1      Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

2.2      Compliance with Law. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including OSHA requirements. If required, Consultant shall assist the Owner, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

2.3      Licensed to Practice. Consultant represents that all persons and entities who are directly supervising any professional services in the performance of Services provided are duly licensed to practice such professional service under the laws of the state where the Project is located.

2.4      Independent Contractor. Consultant agrees that in the performance of the Services under this Agreement, Consultant shall act as an independent contractor, and all of its agents, employees and subconsultants/professionals shall be subject solely to the control, supervision and authority of Consultant.

2.5      Key Personnel and Subconsultants. Consultant shall provide to Owner a list of the key personnel and subconsultants who will be providing the Services under the Agreement, attached hereto as Exhibit C. No substitutions of any key personnel and subconsultants may be made by Consultant without the prior written consent of Owner, which consent shall not be unreasonably withheld. Consultant agrees (a) that in the hiring of employees for the performance of Services under this Agreement or in any subcontract, neither the Consultant, subconsultant, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Services to which the employment relates; (b) that neither the Consultant, subconsultant, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Services under this Agreement on account of race, creed, sex, handicap, or color; (c) that there shall be deducted from the amount payable to the Consultant by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement; and (d) that this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

2.6      Coordination and Delegation. Consultant shall coordinate the Services hereunder with other third-party service providers (e.g., architect, design consultants, construction contractors and others) as Owner may designate from time to time. Consultant shall not delegate the Services to others

unless Owner approves in advance. If Owner approves of a delegation of the Services, such other key personnel shall not be changed, unless Owner approves in advance. Consultant shall still remain responsible for all Services, regardless of Consultant's delegation of such Services to others as permitted by this Agreement. All delegates shall be bound by the provisions of this Agreement to the same extent as Consultant is bound.

### ARTICLE 3      COMPENSATION

3.1      Fixed Fee. For the proper completion of the Services, Consultant shall be paid a fixed fee in the lump sum amount of \$\_\_\_\_\_ (\_\_\_\_\_ and \_\_\_/100 Dollars), plus Reimbursable Expenses incurred (without markup) by Consultant and subconsultants in the interest of the Project, subject to the terms and conditions hereof (the "Contract Sum"). The Contract Sum includes compensation for all Services provided by Consultant's subconsultants. The Contract Sum shall be prorated as appropriate for any partial months included in the term of Consultant's Services.

3.2      Reimbursable Expenses. Reimbursable expenses shall include only those expenses reimbursed by Owner in accordance with its standard policies and practices ("Reimbursable Expenses"). Reimbursable Expenses include items such as travel, lodging, meals, reasonable printing costs, and similar costs incurred in the performance of Services that are specifically applicable to the Project – but do not include general administrative overhead or other general office expenses. Only the actual cost of the Reimbursable Expense shall be billed to Owner without markup of any kind. Reimbursable Expenses shall not exceed \$\_\_\_\_\_ in aggregate, without express prior approval of Owner as described herein, which approval shall not be unreasonably withheld nor delayed. Consultant shall notify Owner in advance and obtain Owner's approval for any planned out-of-town travel. Consultant shall provide a good faith estimate of anticipated travel expenses associated with such trip, in advance for Owner's approval.

3.3      Additional Services. If changes in the work seem merited by Consultant or the Owner, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Owner by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Owner and executed by both Parties before performance of such services, or the Owner will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4      Payment. Consultant will requisition only for the value of that part of each phase and deliverable that has been earned as of the end of the monthly billing cycle, which values may, at Owner's option, be verified by means of an examination of the progress of the Services declared by Consultant to have been earned. Payments are due and payable within thirty (30) days from the date of Consultant's properly-submitted invoice including all required backup. Payments on account of Consultant's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation and approval of Consultant's statement of Additional Services rendered or Reimbursable Expenses incurred with all backup required by Owner to substantiate the charges.

3.5      Compensation Prior to Execution of Agreement. Compensation for Services under this Agreement rendered by Consultant and provided through a letter of intent or other informal agreement

prior to the execution of this Agreement for which Consultant is to be compensated under this Agreement shall be credited as payment for Services rendered under this Agreement. Services of the Consultant prior to the Effective Date shall be governed by the terms of this Agreement.

3.6 Consultant's Accounting Records. Records of Consultant's Reimbursable Expenses and hours for all those services performed on an hourly basis on this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. The foregoing records shall be available to Owner or its authorized representatives for inspection and copying upon reasonable notice and during regular business hours during the term of this Agreement and for three (3) years after the date of the Final Completion of the Project. Owner or Owner's authorized representatives shall have the right to conduct an audit or review of Consultant's accounting and financial records, relating to work performed on an hourly basis and invoices tendered for services or Reimbursable Expenses on the Project.

#### ARTICLE 4 DELAYS IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### ARTICLE 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Consultant shall comply with the insurance requirements set forth in Exhibit B and shall carry and maintain, at its own cost, all necessary liability insurance, which shall include, at a minimum, the limits and requirements set forth on Exhibit B attached hereto and made part hereof during the term of this Agreement.

##### 5.2 Indemnification.

5.2.1 Indemnity – Generally. To the fullest extent not prohibited by law, for claims resulting from non-professional services, Consultant shall indemnify, protect, defend (with counsel approved by Owner) and hold harmless Owner, the criteria architect, and design-builder (collectively the "Indemnitees") from all liabilities, damages, losses, settlements, litigation awards, expenses and costs, including reasonable attorneys' fees at both the trial and appellate levels, or claims of losses (collectively, "Losses") made by any third person or third party, that arise out of, or result from, the following: (a) the Services of Consultant or Consultant's subconsultants or (b) any penalties or fines levied or assessed for violation of any applicable law arising out of Consultant's or subconsultant's performance of the Services. To the fullest extent not prohibited by law, Consultant's promise of defense and indemnity specifically includes Losses founded in part on the alleged negligence (of any kind) of any Indemnatee. However, to the fullest extent not prohibited by law, if the negligence, gross negligence or intentional misconduct of Indemnatee is the cause of the loss, then such Indemnatee will ultimately bear its proportional share of the loss; in any such instance, the percentage of negligence or intentional misconduct attributable to such

Indemnitee, to Consultant, or to any other person or entity, may be determined by a court of competent jurisdiction or otherwise agreed to by such Indemnitee and Consultant in writing. To the fullest extent not prohibited by law, while Consultant shall defend all claims against Indemnitee in the first instance, such Indemnitee shall promptly reimburse Consultant for reasonable costs and expenses of defense (and indemnity paid, if any) to the full extent of Owner's proportional share of negligence, gross negligence or intentional misconduct as determined in accordance with the preceding sentence or otherwise agreed hereunder.

5.2.2 Indemnification – Professional Negligence. For claims and damages resulting from the provision of professional services, consultant agrees to indemnify and hold the Indemnitees harmless from and against Losses, damages and liabilities (including reasonable attorneys' fees) to the extent caused by Consultant's or Consultant's subconsultant's failure to perform all or any portion of the Services required hereunder in accordance with the Standard of Care.

5.2.3 To the fullest extent not prohibited by law, Consultant shall and does agree to indemnify, protect, defend and hold the Indemnitees and their respective affiliates harmless from and against all claims, damages, Losses, liens, causes of action, suits, judgments and expenses, including reasonable attorneys' and other professionals' fees and other costs of defense of any nature, kind or description that result from any claimed infringement of any copyright, patent or other proprietary or intangible property right by Consultant, anyone directly or indirectly employed by Consultant or anyone for whose acts Consultant may be liable.

5.2.4 Consultant shall cause each agreement between it and any of Consultant's subconsultants to contain indemnification provisions for the benefit of Owner in the form contained in this Article 5.

5.2.5 Consultant acknowledges that as an Ohio political subdivision, the Owner does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Consultant and the Owner may be interpreted to obligate the Owner to indemnify or defend Consultant or any other party.

## ARTICLE 6 OWNERSHIP OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Ownership. Consultant's common law, statutory and other reserved rights (including copyrights) in all work product of Consultant relating to the performance of Services under this Agreement, including drawings, specifications, preliminary plans, models, renderings and other documents prepared by Consultant or its subconsultants, whether hard copy or on electronic media (collectively, the "Work Product") shall be the property of Owner. Provided however, Consultant shall retain rights to continue to use its preexisting standard design details and preexisting standard project specifications for other projects, so long as Consultant does not utilize any unique designs, concepts or details developed specifically for the Project on other projects. Upon any termination of this Agreement and the payment of all undisputed amounts for Services properly performed by Consultant, all such Work Product shall be delivered to Owner within ten (10) days of such termination and payment. Except in connection with the further development of the Site, the operation and maintenance of the Site, and/or the ownership of the Site, the Consultant shall not be liable to the Owner arising out of the Owner's reuse or modifications to Work Product unless authorized in writing by the Consultant, which authorization shall not be unreasonably withheld, conditioned or delayed.

6.2 Authorship. Consultant represents that the Work Product (except to the extent that authorized Consultants have been used) are Consultant's own original work and that, in any event, their use in connection with the Project shall not infringe the rights of any third party. Consultant agrees on request at any time and following reasonable prior written notice to give to Owner, or those authorized by Owner, access to the Work Product and to provide copies (including copy negatives and CAD disks) of the Work Product. Consultant shall not grant to any third party the right to use any of the Work Product. Consultant shall ensure that all royalties, fees or similar expenses in respect of all intellectual property used in connection with the Project have been paid and are included in the fee.

6.3 Survival. The provisions of this Article 6 shall survive the termination of this Agreement.

## ARTICLE 7 TERMINATION

7.1 Termination By Either Party. This Agreement may be terminated by either Party upon not less than fourteen (14) days' prior written notice should the other Party fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination and the defaulting Party fails to cure or remedy such failure within such fourteen (14)-day period. Any notice of default sent by a Party shall state with reasonable detail the basis for the claimed default or failure of performance. In addition, Owner shall have the right to terminate this Agreement if: (i) Consultant makes a general assignment for the benefits of its creditors, or (ii) a receiver is appointed on account of the insolvency of the Consultant, or (iii) if Consultant otherwise files for bankruptcy. Any of the circumstances stated in this Section 7.1 shall be considered reasons sufficient to terminate Consultant for default. The foregoing right to terminate shall be in addition to all other rights and remedies available under law or in equity.

7.2 Termination For Convenience. This Agreement may be terminated by Owner without cause and for its convenience upon not less than fourteen (14) days' written notice to Consultant.

7.3 Suspension. Owner shall have the right, at any time, to suspend the Project upon written notice to Consultant. If the Project is suspended by Owner for more than ninety (90) consecutive days, Consultant shall be compensated for Services performed prior to Consultant's receipt of written notice of suspension from Owner. When the Project is resumed, Consultant's compensation shall be equitably adjusted to provide for reasonable expenses incurred in the interruption and resumption of Consultant's Services. Such expenses shall include only direct costs incurred in shutting down the Project and resumption thereof to the extent such expenses would not have been incurred had the Project not been suspended.

7.4 Compensation For Termination. In the event of termination not the fault of Consultant, Consultant shall be compensated for Services performed in accordance with this Agreement prior to termination, together with Reimbursable Expenses then due, if any, but not for lost or anticipated profits on the portion of the Services that were not performed. In the event of termination for default, Consultant shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due. However, Consultant shall be responsible for all reasonable and actually incurred costs and damages suffered by Owner as a result of such termination for default (including without limitation any increased costs to complete Consultant's Services, but excluding any betterment to the Project), subject to the limitation of liability and waiver of consequential damages set forth in this Agreement. To the extent such costs or damages have been incurred by Owner as of the date

of termination, then such amounts may be offset against final amounts due to Consultant, subject to Owner providing reasonable documentation to support the set-off amounts, and subject to Consultant's right to dispute Owner's set-off, pursuant to the dispute resolution provisions of this Agreement. In all events, Owner shall not be responsible for Consultant's lost or anticipated profit on the terminated portion of the Services.

7.5 Work Product. All Work Product produced or developed for the Project shall be furnished to and become the property of the Owner upon termination and payment to Consultant in accordance with Section 7.4.

## ARTICLE 8 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any dispute or claim arising out of or related to this Agreement or the breach thereof shall be settled by litigation in the county where the Project is located. However, if so requested by either party, the Owner and the Consultant agree to submit any dispute between the Owner and Consultant to nonbinding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association to be conducted in Lake County, Ohio. The Parties agree that if requested by the Owner, any mediation (or any litigation or other dispute resolution proceeding agreed to by the Parties) may include, by consolidation, joinder or other appropriate motion, any additional person or entity not a party to this Agreement, including the Criteria Architect, Design-BUILDER and any subcontractors or sub-subcontractors on the Project, provided such person or entity is substantially involved in a common question of fact or law arising out of or relating to the same transaction or subject matter involved in such litigation or proceeding

## ARTICLE 9 MISCELLANEOUS

9.1 Assignment. Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Consultant shall not assign this Agreement without the prior written consent of Owner or any such assignment shall be void. Owner may assign this Agreement at any time, without the consent of Consultant.

9.2 Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.

9.3 Severability. The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

9.4 Counterparts and Copies of Signatures. This Agreement may be executed in counterparts and may be executed by DocuSign or such other electronic execution program required by Owner. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original. The Parties agree that all documents requiring signatures by the Owner may be executed by electronic means, and that the electronic signatures affixed by the Owner to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties



agree to be bound by the provisions of Chapter 304 of the Ohio Revised Code (the "ORC") as it pertains to electronic transactions under Chapter 1306 of the ORC and to comply with the Owner's electronic signature policy.

9.5 Inconsistencies. In the event there are any inconsistencies, conflicts or ambiguities between the terms and provisions of this Agreement and the terms and provisions of any other document, agreement or instrument incorporated herein by reference, the terms and provisions of this Agreement shall control in all respects.

9.6 Headings. The headings and titles to the Articles in this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

9.7 Notices. All notices provided for in this Agreement, including notices of default hereunder and termination of this Agreement, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to Owner:**

Lake County Board of Commissioner's Office  
105 Main Street, Suite A513, Painesville, Ohio 44077  
Attn: Jason Boyd, Administrator  
Email: Jason.Boyd@lakecountyohio.gov

With copies to:

Project Management Consultants  
3900 Key Center, 127 Public Square, Cleveland, Ohio 44114  
Attn: Ellis Katz  
Phone: 216.566.5853  
Email: Ellis.Katz@aboutPMC.com

**If to Consultant:**

[INSERT CONSULTANT'S NAME]

[INSERT ADDRESS]

Attn: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

With copies to: [NOTE: Insert any other parties to receive copies of Notices sent to the Consultant or delete this notice block]

[INSERT NAME]

[INSERT ADDRESS]

Attn: [REDACTED]

Phone: [REDACTED]  
Email: [REDACTED]

or such other address as may be furnished in writing by either Party to the other. Either Party may change its address for the purpose of receiving notices under this Agreement by written notice to the other Party in the manner set forth above.

9.8 Survival of Representation and Warranties. The representations, warranties and indemnifications set forth in this Agreement and the exhibits, schedules and other attachments hereto, and in any document, instrument or agreement executed or given in connection herewith, which by their terms are applicable after the term of this Agreement, will survive the expiration or termination of this Agreement.

9.9 Waiver of Consequential Damages. Consultant waives all consequential damages arising out of the Project. This waiver includes but is not limited to damages incurred by Consultant for overhead and compensation of employees, loss of business and reputation, and loss of profit.

9.10 Findings and Recovery. Consultant represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC Section 9.24.

9.11 Public Records. All parties hereto acknowledge that Owner is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the Owner and any and all documents in any format or media. Consultant and the Owner agree that all records and reports that Consultant provides to the Owner pursuant to this Agreement or that the Owner obtains from Consultant pursuant to this Agreement shall be considered public records unless exempted from disclosure pursuant to Ohio's public record laws (including ORC. 149.43, ORC. 1333.61(D) and applicable common law), and that the Owner shall have the right to copy and disclose the same.

9.12 Drafting of This Agreement. This Agreement shall be deemed to be drafted by both Parties hereto, and no one Party shall benefit from any claimed ambiguity in this Agreement based on a theory that the other Party drafted this Agreement.

9.13 No Future Commitments. Consultant understands, acknowledges and agrees that the Owner has not made any commitment to Consultant or its subconsultants for any future design services for the Project, and nothing in this Agreement shall be construed or interpreted as a promise or commitment to engage Consultant or its subconsultant for any services beyond the Services provided hereunder. However, execution of this contract does not preclude Consultant from responding to future solicitations for design services for the Project.

9.14 No Apparent Authority/Proper Approvals. Consultant recognizes and agrees that no public official or employee of the Owner may be deemed to have apparent authority to bind the Owner to any contractual obligations not properly authorized pursuant to the County Code.

9.15 Annual Appropriations. All of the Owner's obligations under the Agreement are contingent upon the Owner Board of Commissioners appropriating the funds on an annual basis necessary for the continuation of this Agreement in any Agreement year. In the event the funds necessary for the continuation of this Agreement are not appropriated or approved, the Owner will notify Consultant of

such occurrence in writing. This Agreement shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Agreement and shall not be considered to be a breach or default on the part of the Owner.

9.16 Entire Agreement. This Agreement and all exhibits attached represent the entire and integrated agreement between Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

**[SIGNATURES ON FOLLOWING PAGE]**

This Agreement entered into as of the day and year first written above.

OWNER:

CONSULTANT:

LAKE COUNTY BOARD OF COMMISSIONER'S  
OFFICE

[INSERT CONSULTANT'S NAME]

By:

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By:

---

Name:

---

Name:

---

Title:

---

Title:

---

Date:

---

Date:

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**CERTIFICATE OF AVAILABLE FUNDS  
(ORC Section 5705.41)**

The undersigned, Auditor and Chief Fiscal Officer of the Lake County Board of Commissioners, hereby certifies that the amount required to meet the obligations under the contract, obligation, expenditure for the services described in the preceding agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**SCOPE OF SERVICES**

*[NOTE: Attach Consultant's proposal, exclusive of their terms and conditions, as approved by Owner]*

## **Exhibit B**

### **INSURANCE LIMITS AND REQUIREMENTS**

1. **Consultant's Insurance.** Consultant shall procure and maintain, at its own cost, with companies authorized to do business in the state where the Project is located and having a financial size of VII or higher and a rating of not less than "A-" in the latest version of Best's Insurance Guide, published by A.M. Best & Company, all necessary insurance outlined herein for coverages at not less than the prescribed minimum liability limits for claims caused or contributed to by Consultant. All insurance will be provided through companies authorized to do business in the State where the Project is located and considered acceptable by Owner. Certified copies of all certificates of insurance (and any declarations of insurance and endorsements) evidencing the required insurance will be provided to Owner within five (5) business days of Owner's written request of those copies. The insurance coverages and liability limits to be provided by Consultant shall be as follows:

a. **Automobile Liability Insurance.** Consultant will maintain Primary Automobile Liability Insurance, covering all owned, non-owned, hired, leased or borrowed vehicles. Such insurance shall have limits of not less than \$1,000,000 combined single limit and shall name Owner, Indemnitees, and any other entities designated by Owner in writing ("Additional Insured") as an additional insured thereon.

b. **Workers' Compensation Insurance.** Consultant will maintain workers' compensation and employers' liability insurance covering its operations in not less than the following limits: Workers' Compensation- as required by applicable state and federal statutes; Employers' Liability- \$1,000,000 Bodily Injury each Accident; \$1,000,000 Bodily Injury by Disease for Each Employee; and \$1,000,000 Bodily Injury Disease Aggregate. Consultant shall cause, if allowed by law, its workers' compensation carrier to waive insurers' right of subrogation with respect to Owner, its partners, parents and affiliated companies.

c. **Commercial General Liability Insurance.** Consultant will maintain commercial general liability insurance covering all operations by or on behalf of Consultant on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use), naming the Additional Insureds as an additional insured thereon. Such insurance shall have not less than the following limits: \$1,000,000 Each Occurrence; and \$2,000,000 Annual Aggregate.

d. **Umbrella/Excess Liability.** Consultant shall maintain additional coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance in the amount of \$5,000,000 Each Occurrence; and \$5,000,000 General Aggregate. Excess Umbrella Insurance coverage shall be provided on a follow-form basis and Consultant shall be responsible for any gaps between underlying coverage and such excess coverage in the case of Consultant's policies.

e. **Valuable Papers.** If applicable, Consultant will purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this Project.

f. Professional Liability. Consultant shall purchase and maintain insurance to protect against claims arising out of the performance of Consultant's professional services caused by any negligent acts, errors, omissions for which Consultant is legally liable. Such professional liability insurance shall have minimum limits of \$2,000,000 per claim/\$5,000,000 annual aggregate. Consultant shall maintain an insurance program with deductibles or self-insured retention commensurate with industry standards for a corporation of its size and shall be solely responsible for any deductibles or self-insured retention amounts. The professional liability insurance shall have no exclusion for injury to persons or property arising out of the performance of professional services. Consultant shall keep such insurance in effect for a period of not less than five (5) years after the date of completion of its Services for the Project. If such professional liability insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date of this Agreement and shall include a supplemental extended reporting period provision. Consultant shall cause each of the subconsultants providing design or engineering services to maintain separate professional liability insurance to protect against claims arising out of the performance of such Consultant's services with minimum limits as follows: \$1,000,000 per claim/annual aggregate, unless different minimum limits are approved in writing by Owner which approval shall not be unreasonably withheld.

2. Certificates of Insurance. Consultant shall provide Owner with certificates of insurance, completed by a duly authorized representative evidencing that the minimum coverages required of Consultant and its subconsultants herein are in effect and specifying that the liability coverages (except professional liability and employers liability) are written on an occurrence form.

a. All of the required insurance policies may not be cancelled or materially modified from the requirements of this Exhibit B without at least thirty (30) days' prior written notice to Owner from Consultant. Consultant shall maintain the required insurance during the performance of this Agreement and for five (5) years after completion of the Services hereunder.

b. Failure of Owner or Owner's Representative to demand such a certificate or other evidence of full compliance with these requirements or failure of Owner or Owner's Representative to identify a deficiency from evidence provided will not be construed as a waiver of Consultant's obligation to maintain such insurance. The acceptance of delivery by Owner or Owner's Representative of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Exhibit B.

c. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverages will be submitted with Consultant's final invoice.

3. Insurance Primary. All coverages required of Consultant or its subconsultants or professional subcontractors will be primary over and non-contributory to any insurance or self-insurance program carried by Owner.

4. Other Requirements. The foregoing policies (other than the workers' compensation and professional liability): (a) shall name Owner as additional insured, (b) shall be primary and non-contributory to any insurance (or self-insurance program) carried by Owner, and (c) shall contain a cross-liability



endorsement, a severability of interests endorsement and a waiver of subrogation endorsement in favor of Owner, Indemnitees, and Additional Insureds.

5. Waiver of Subrogation. The Owner and the Consultant (and Consultant shall require that all subconsultants) waive all rights against (1) each other and each other's Consultants, contractors, subconsultants, agents, officers, directors, shareholders and employees; (2) the construction contractor and its subcontractors, and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees; (3) the architect and its consultants, and (4) any other person or entity using or occupying any portion of the Project with Owner's knowledge and consent for damages caused by fire or other perils but only to the extent actually paid by insurance obtained pursuant to the Construction Agreement or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. The foregoing waiver afforded the construction contractor, their agents and employees shall not extend to the liability of the construction contractor. The Owner or the Consultant, as appropriate, shall require of the architect, construction contractor, separate contractors, and consultants by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other Parties enumerated in this Exhibit B.

6. No Reduction or Limit of Obligation. By requiring insurance, Owner does not represent that coverage and limits will necessarily be adequate to protect Consultant. Insurance effected or procured by Consultant will not reduce or limit Consultant's contractual obligation to indemnify and defend Owner as may be required by this Agreement for claims or suits which result from or are connected with the performance of this Agreement.

7. Duration of Coverage. All required coverages will be maintained without interruption during the entire term of this Agreement.

**Exhibit C**

KEY PERSONNEL AND SUBCONSULTANTS

*[NOTE: Attach Consultant's list of key personnel and subconsultants, as approved by Owner]*