

AGREEMENT BETWEEN OWNER AND COMMISSIONING AGENT

This Agreement for Commissioning Services (the “Agreement”) is made and entered into this _____ day of **Month**, **Year**, by and between **The University of Florida Board of Trustees** (“Owner”) and **(Name of CX Firm)**, a **(type/state of entity)**, with an address of **(Address of Cx Firm)**, and Federal I.D. No. _____ (“Consultant”), which is authorized to do business in Florida.

WITNESSETH:

WHEREAS, Owner solicited statements of qualifications for commissioning services for the project described on **Exhibit A** (the “Project”); and

WHEREAS, based on Consultant’s interview, professional qualifications statement and related submissions, Owner has selected Consultant as the commissioning agent for the Project; and

WHEREAS, Owner and Consultant desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Consultant agree as follows:

ARTICLE 1. CONSULTANT’S RESPONSIBILITIES

1.1 **Services.** Consultant is being engaged to perform commissioning services on the Project to ensure that particular building systems are planned, designed, installed, tested, optimized and capable of being operated and maintained to perform in conformity with (i) the Owner’s goals and requirements as expressed in the Facilities Program, (ii) the design professional’s basis of design, and (iii) any additional requirements set forth in the Owner’s Design and Commissioning Services Guide or on **Exhibit A**. The systems to be commissioned and project-specific scope of services to be performed are set forth on **Exhibit B**. It is understood and agreed that the Builder and Professional on the Project are responsible to Owner for reconciling all design and construction issues, based upon, or with, input from the Consultant.

1.2 **Scheduling of Services.** Consultant's services shall be performed as expeditiously as is consistent with professional skill and care. Consultant shall coordinate the Consultant’s services with the Owner, the Professional designing, and Builder constructing, the Project, and any other consultants providing services on the Project. The Consultant shall develop a schedule to perform its services based on the schedule for the Project. The Consultant shall perform its services in accordance with the schedule approved by Owner subject to changes in the overall construction schedule for Project.

1.3 **Approval of Authorized Representative.** Consultant shall designate a representative authorized to act on the Consultant’s behalf, who shall be subject to Owner’s approval.

1.4 **Representations.** Consultant represents that it is thoroughly familiar with, and understands the requirements of, the Project and is experienced in commissioning. Consultant represents to Owner that Consultant has all necessary architectural and engineering education, skill, knowledge and experience required for the services being provided hereunder. In addition, Consultant represents that it has all licenses required by the State of Florida to perform such services.

ARTICLE 2. DESIGN PHASE SERVICES

During the design phase of the Project, Consultant shall provide for the following services, with project-specific scopes, requirements, and modifications set forth on **Exhibits A, B, and C**:

- 2.1 Review and comment on the Owner's Facilities Program, the Design Professional's Basis of Design (BOD) document, and all programming and design submittals including those produced prior to selection of the Consultant;
- 2.2 Develop and/or complete the formal "Owner's Project Requirements" (OPR) document using the Owner's template;
- 2.3 At each phase of design, review and comment on all narratives, reports, plans, specifications, and other deliverables related to the systems being commissioned for compliance with the Basis of Design (BOD) document, OPR, UF Design and Construction Standards, industry standards for the facility type, coordination & constructability, and LEED certification as set forth on **Exhibit B**;
- 2.4 Review of other work products of the Design Professional related to the systems being commissioned, including, but not limited to, the Measurement & Verification Plan, Energy Models, and Life Cycle Cost Analyses;
- 2.5 Make "value engineering" recommendations for improved functionality, efficiency, and/or cost savings (and review of such suggestions proposed by others);
- 2.6 Participate in design review/reconciliation conferences with the Owner and Design Professionals to clarify and resolve review comments as set forth on **Exhibit B**;
- 2.7 Maintain OPR as required by ASHRAE Guideline 0-2005 (or latest version) throughout the design phase, including an updated version of OPR upon reconciliation of design review comments at each stage of design;
- 2.8 Produce the General Commissioning Requirements Specification, using the Owner's template, for inclusion by the Design Professional in the 60% and 100% Construction Documents, tailoring the template as needed to the Project, the BOD and OPR;
- 2.9 Recommend long-term operation and maintenance strategies and requirements, to the Owner;
- 2.10 Along with the Design Professional, develop and coordinate Building Automation System trend parameters to be included in the Construction Documents;
- 2.11 Coordinate and integrate commissioning activities into the Project construction schedule with the assistance of the Builder; and
- 2.12 Participate in the pre-bid and bidding processes to explain commissioning requirements.

ARTICLE 3. CONSTRUCTION and ACCEPTANCE PHASE SERVICES

During the construction and acceptance phases the Project Consultant shall provide the following services, with project-specific scopes, requirements, and modifications set forth on **Exhibits A, B, and C**:

- 3.1 Maintain the OPR as required by ASHRAE Guideline 0-2005 (or latest version) throughout the construction & acceptance phase;
- 3.2 Review Builder submittals and shop drawings, coordinating and reconciling review comments with the Owner and Design Professional(s) prior to dissemination to the Builder;
- 3.3 Develop the project-specific Commissioning Plans (one for M/E/P systems; one for building envelope), Pre-Functional Checklists, and Functional Performance Test procedures;
- 3.4 Produce a spreadsheet itemization of all products and equipment that comprise the systems being Commissioned, including governing specification section and location by room number or column lines;
- 3.5 Attend one weekly jobsite meeting per month to review and discuss commissioning and LEED certification issues as set forth on **Exhibit B**;

- 3.6 Lead onsite “kickoff” meetings – one for M/E/P systems and one for envelope systems – to explain, review, and discuss commissioning procedures, roles and responsibilities and purposes, and participate in coordination meetings during construction to further clarify commissioning procedures as set forth on **Exhibit B**;
- 3.7 Coordinate efforts with relevant testing and other quality control measures performed by others, such as HVAC Test-And-Balance and materials testing;
- 3.8 Make field visits and inspections, and provide oversight , of building envelope systems work as set forth on **Exhibit B**;
- 3.9 Modify, as needed, the project-specific Commissioning Plan to reflect changes made to systems and equipment during construction, such as those directed by Requests For Information (RFIs) and supplemental instructions by the Design Professional;
- 3.10 In accordance with the sampling rates outlined on **Exhibit B**, make field visits and inspections, and provide oversight, of tests to measure discrete operations (Pre-Functional and Functional Testing) and the interoperability of systems and components (Performance Testing) to verify compliance with the BOD, OPR, plans and specifications, Measurement & Verification Plan, and Commissioning Plan;
NOTE: Re-testing shall incur additional services to be payable directly by the Builder.
- 3.11 Document deficiencies and action items stemming from Functional Performance Tests, plus field inspection reports for building envelope observations;
- 3.12 Recommend acceptance or rejection of systems and/or components based on Functional Performance Test results;
- 3.13 Provide troubleshooting and diagnostic assistance to the Builder;
- 3.14 Confirm air-side and water-side systems within variable-controlled HVAC schemes have been optimized;
- 3.15 Develop a project-specific “Systems Manual” for the Owner, comprised of the documents and elements outlined in the General Commissioning Requirements Specification;
- 3.16 Review final Builder training plans, Operation & Maintenance Manuals, Test-And-Balance reports, Indoor Air Quality tests, as-built drawings, finalized products & equipment spreadsheet, and other “closeout” documents related to the systems being commissioned;
- 3.17 Produce and distribute Draft Commissioning Report at Substantial Completion;
- 3.18 Consolidate and provide to Owner all Commissioning-related documents in searchable electronic (PDF) format, including the Systems Manual, OPR, narrative report(s), itemization of products and equipment comprising the systems being commissioned, checklists and field observation reports, FPT results, deficiency log(s), and training-related documents; and
- 3.19 Develop and execute of a half-day Owner training and orientation session prior to Substantial Completion to review and explain the BOD, OPR, “as built” commissioned building systems, general operation and maintenance of the commissioned systems, troubleshooting guidelines, emergency procedures, energy efficiency measures, Measurement & Verification plan, and lessons learned during the construction and acceptance phases of commissioning.

ARTICLE 4. POST-OCCUPANCY PHASE SERVICES

During the post-occupancy phase of the Project, Consultant shall provide the following services, with project-specific scopes, requirements, and modifications set forth on **Exhibits A, B, and C**:

- 4.1 Upload LEED-required Commissioning documents to the U.S. Green Building Council website no later than 30 days after Substantial Completion;
- 4.2 Make quarterly inspections and/or testing of commissioned building systems throughout the period of time set forth on **Exhibit A**, including, but not limited to, “off-season” performance tests of the HVAC system;
- 4.3 Analyze building performance parameters – such as HVAC trending data – compared to the BOD, OPR, Measurement & Verification Plan, and energy model baseline and projections;

- 4.4 Conduct interviews with Owner’s staff, plus reviews of occupant surveys, to confirm proper operation and maintenance and to discover or fully understand concerns and difficulties with commissioned building systems;
- 4.5 Track issues, discrepancies, and other problems with commissioned building systems through resolution;
- 4.6 Finalize the OPR to account for post-construction adjustments and modifications; and
- 4.7 Produce and distribute a Final Commissioning Report at the conclusion of the post-occupancy phase to document the results of commissioning.

ARTICLE 5. PAYMENT

5.1 Payments. The Owner agrees to pay the Consultant, as compensation for the Consultant's services, in the amount set forth on Exhibit A. Additional services, if required, shall be based on the rates set forth on Exhibit A.

5.2 Schedule for Payment. Consultant shall be paid based on the achievement of milestones, in accordance with Exhibit A, attached hereto and incorporated herein by reference. Upon achievement of each milestone, Consultant shall submit an Application for Payment with appropriate back-up documentation. Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment. Applications for Payment shall be submitted in detail sufficient to allow a proper pre-audit and post-audit thereof.

5.3 Vendor Ombudsman. A Vendor Ombudsman has been established within the owner’s office of Finance and Administration. The duties of this office include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the owner. The Vendor Ombudsman may be contacted at 352-392-1241.

5.4 Records. Accounting records of the Consultant and any sub-consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

5.5 Reimbursable Expenses. Costs for travel, reproduction, and other miscellaneous needs shall be included in the lump sum fee and shall not be directly reimbursed.

ARTICLE 6. TERMINATION

6.1 Termination/Default by Consultant. If the Consultant defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to the Consultant (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Consultant initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Consultant fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Consultant of immediate termination. If the Owner terminates this Agreement pursuant to this section, and it is subsequently determined by a court of competent jurisdiction that the Consultant was not in default, then in such even said termination shall be deemed a termination for convenience as set forth in Section 6.3.

6.2 Termination/Default by Owner. If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Consultant shall give written notice to the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice Consultant may give notice to the Owner of immediate termination.

6.3 Other Termination or Suspension by Owner. The Owner may at any time give written notice to the Consultant terminating this Agreement or suspending the Project, in whole or in part, for the Owner’s convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the Consultant shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

6.4 Payment After Termination/Suspension. If the Agreement is terminated by the Owner pursuant to Section 6.1, no further payment shall be made to the Consultant until completion of the Project. At such time, the Consultant’s compensation shall, at Owner’s option, be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Consultant’s compensation shall be reduced by all costs and damages incurred by Owner as a result of

the default of Consultant. If the Agreement is (i) terminated by the Consultant pursuant to Section 6.2; (ii) terminated by the Owner pursuant to Section 6.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Section 6.3, the Consultant's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Consultant shall indemnify and hold Owner and its officers, employees and trustees harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Consultant's performance of this Agreement to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of Consultant or anyone for whose acts or omissions Consultant may be liable. This indemnification shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. MEDIATION OF DISPUTES

8.1 As a condition precedent to any party filing legal or equitable action for a claim arising out of or related to this Agreement, the parties shall submit the dispute to mediation pursuant to the American Arbitration Association Construction Industry Mediation Rules currently in effect. Either party may file a written request for mediation with the American Arbitration Association and serve a copy on the other party. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The parties shall share the mediator's fee and other administrative costs of the mediation equally. The mediation shall be held in Alachua County, Florida, unless the parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. To the extent permitted by law, the mediation proceedings shall be confidential and privileged form disclosure in any subsequent proceedings as settlement discussions.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 The plans, specifications and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project, except as may be expressly permitted herein. The Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including any electronic format and reproducible copies, of the Consultant's plan, Specifications and other documents and may use the same, without compensation to the Consultant, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner's campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Consultant's plan, Specifications or other documents in the construction of a new facility unless agreed to in writing by the Consultant. The Consultant may only use documents or other materials it prepares in connection with this Agreement in advertising or promotional materials (other than proprietary or confidential information) with Owner's written consent.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions and venue shall lie in the courts in Alachua County, Florida.

10.2 Successors & Assigns. The 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 written consent of Owner.

10.3 Integrated Agreement. This Agreement represents the entire and integrated agreement between the 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.

10.4 No Third Party Relationships. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

10.5 Contingency Fees. The Consultant represents and warrants that the Consultant has not employed or retained any entity or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Consultant) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

10.6 Factual Unit Costs. Pursuant to 287.055(5)(a), Florida Statutes, the Consultant certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums if the Owner determines such amounts were originally included due to inaccurate, incomplete, or non-current factual unit costs.

10.7 Public Records. This Agreement may be unilaterally canceled by the Owner if the Consultant or any sub-consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Consultant or its consultants in conjunction with this Agreement.

10.8 Appropriations. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10.9 Convicted Vendor List. Consultant represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. The Consultant further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of \$15,000.00 in connection with this Project if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

10.10 No Waiver. Owner's review or approval of any submittals by Consultant shall be solely for the purpose of determining whether the same are generally consistent with Owner's requirements. No such review, inspection, or approval by Owner shall relieve Consultant of its responsibility for the performance of its obligations under this Agreement. Payment by Owner pursuant hereto shall not constitute a waiver of any of Owner's rights under this Agreement or at law, and Consultant expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

10.11 Exhibits. All exhibits referenced herein are attached hereto and incorporated herein by reference.

10.12 Throughout the Project, Consultant shall carry insurance as prescribed herein at the Consultant's own expense. All insurance policies shall be with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A/XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents.

10.12.1 Consultant shall carry professional liability insurance with a coverage amount of One Million and No/100 Dollars (\$1,000,000.00). The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements).

10.12.2 Consultant shall carry policies covering General Liability (\$1 million), Automotive Liability (\$1 million), and Worker's Compensation per the requirements of Chapter 440 of the Florida Statutes.

10.12.3 Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage thereunder reduced before the expiration date thereof. Consultant shall provide Owner with a copy of endorsement(s) to the policies evidencing the same.

10.12.4 Consultant shall provide proof of insurance coverage within thirty (30) calendar days of the execution date of this Agreement and, thereafter, within thirty (30) calendar days after coverage is renewed or upon Owner's request.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONSULTANT:

ATTEST:
(TO BE EXECUTED BY A CORPORATE OFFICER)

[INSERT FIRM NAME]

BY: _____
NAME: _____
TITLE: _____

DATE: _____

BY: _____
NAME: _____
TITLE: _____

DATE: _____

FOR THE OWNER:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

BY: _____
NAME: COLT H. LITTLE
TITLE: INTERIM VICE PRESIDENT FOR CONSTRUCTION,
FACILITIES, AND REAL ESTATE
UNIVERSITY OF FLORIDA

DATE: _____

REVIEWED

APPROVED

BY: _____
NAME: KACY R. JOY
TITLE: OFFICE OF THE VICE PRESIDENT AND
GENERAL COUNSEL
UNIVERSITY OF FLORIDA

BY: _____
NAME: CYDNEY MCGLOTHLIN
TITLE: ASSISTANT VICE PRESIDENT, PLANNING, DESIGN
& CONSTRUCTION
UNIVERSITY OF FLORIDA

DATE: _____

DATE: _____

EXHIBIT A

PROJECT INFORMATION, ADDITIONAL REQUIREMENTS, PAYMENT SCHEDULE, ADDITIONAL SERVICES RATES

Description of Project

UF Project No.: **UF-xxx**
 UF Project Name: **full project title**
 Location / Address: **(main campus of the University of Florida)**
 Program: **(approved Facilities Program dated xxxxx)**

Estimated construction cost: \$ _____
 Estimated total gross square feet: _____ GSF

Schedule: Design Phase from **Month & Year to Month & Year**
 Construction Phase from **Month & Year to Month & Year**
 Post-Occupancy Phase from **Month & Year to Month & Year**

- 1.1 **Additional Requirements:** [Describe or write "NONE"]
- 4.2 **Post-Occupancy Period of Service:** [one year] following Substantial Completion
- 5.1/5.2 **Compensation:**

PHASE	FEE
Pre-Design Phase	\$ _____
Concept Schematic Design	\$ _____
Advanced Schematic Design	\$ _____
Design Development	\$ _____
60% Construction Documents	\$ _____
100% Construction Documents	\$ _____
Construction & Acceptance Phase	\$ _____
Cx Plan	\$ _____
Envelope C.A.	\$ _____
MEP Pre-Functional Checklists	\$ _____
MEP Functional Performance Tests	\$ _____
MEP Acceptance Phase	\$ _____
Post-Occupancy ¹	\$ _____
TOTAL FEES (LUMP SUM)	\$ _____

1. Payments to be made quarterly throughout the period of Post-Occupancy service.

Additional Services shall be based on the following hourly rates:

STAFF	HOURLY RATE
Principal Architects/Engineers (Project Director)	\$ _____
Registered Architects/Engineers (Project Manager)	\$ _____
Graduate Architects/Engineers (Project Designer)	\$ _____
CAD Operators/Drafting (Project Technicians)	\$ _____
Clerical Support	\$ _____
Other	\$ _____

EXHIBIT B

BUILDING SYSTEMS TO BE COMMISSIONED AND PROJECT-SPECIFIC SCOPE OF SERVICES

	SYSTEM	CONSULTANT
<input type="checkbox"/> Yes <input type="checkbox"/> No	Mechanical ¹	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Plumbing ²	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Fire Protection	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Electrical ³	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Building Envelope ⁴	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Building Automation Systems ⁵	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Security and Access Control	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Process Systems ⁶	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Cleanroom (Certification)	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Cleanroom (Validation)	(name of firm)
<input type="checkbox"/> Yes <input type="checkbox"/> No	[other]	(name of firm)

Systems Notes PM: Edit / augment "Systems Notes" as needed

1. Including steam/condensate and/or heating hot water systems, air handling systems, energy recovery devices and other energy-efficient equipment, and related support equipment (drives, pumps, terminal units, etc.)
2. Domestic hot water
3. Including lighting and lighting controls, emergency power and grounding systems, and system components, such as transformers, main switchgear, motors, and drives
4. Including roofing, masonry, glazing systems, water and vapor barriers, flashings, glazing, and other exterior "skin" products
5. Including all controls and monitoring & reporting systems, plus verification of metering functionality and proper integration with BAS
6. Including RO/DI water, process vacuum, clean dry air, process cooling water, acid waste neutralization, solvent waste collection, gaseous nitrogen, etc.

DESIGN PHASE SERVICES

- 2.3 LEED Certification.** The LEED Certification level is established at GOLD level.
 OR In lieu of LEED, the project shall achieve Green Globes certification, minimum level XXXX.
 OR In lieu of LEED, the project shall achieve Florida Green Building Coalition certification, minimum level XXXX.
- 2.6 Design Review/Reconciliation Conferences.** Up to five conferences.

CONSTRUCTION AND ACCEPTANCE PHASE SERVICES

- 3.5 Jobsite Meetings:** Up to 12 meetings.
- 3.6 Kickoff/Coordination Meetings:** Up to five meetings.
- 3.8 Building Envelope inspections:** Waterproofing: up to five site visits
 Wall Systems, including masonry: up to three site visits
 Glazing Systems: up to three site visits
 Roofing Systems: up to ten site visits

EXHIBIT B CONTINUED

BUILDING SYSTEMS TO BE COMMISSIONED AND PROJECT-SPECIFIC SCOPE OF SERVICES

3.10 FPT Sampling Rates.

PM: Edit the following table as needed

Component	Sampling Rate
HVAC Systems	
Air handling units	100%
Exhaust fans	100%
Supply air fans	100%
Energy recovery units	100%
VAV boxes	25%
Fan coil units	50%
Ductwork	25%
Heat exchangers	100%
Pumps	100%
Meters	100%
BAS graphics, reporting	100%
Test & Balance verification	25%
Plumbing Systems	
Domestic hot water pump	100%
Domestic hot water outlets	50%
Solar hot water heating system	100%
Electrical & Security Systems	
Lighting controls	50%
Switchgear, transformers	100%
Security head end / interface	100%
Card/proximity readers	50%
Other Systems	

EXHIBIT C
MODIFICATIONS

COMMISSIONING SERVICES EXCLUSIONS:

PM: Edit the following list as needed

1. Code compliance design review by Owner (UF EH&S).
2. Code compliance adherence during construction by Owner (UF EH&S) and State Fire Marshal.
3. Indoor Air Quality (IAQ or IEQ) testing by Owner.
4. Voice/data cabling “commissioning” by contractor and Owner (UF OIT or HealthNet).
5. Energy Model and/or Life Cycle Cost Analysis by Professional (A/E).
6. Threshold inspection – if required – by others.
7. Materials testing by contractor.

ADDITIONAL MODIFICATIONS:

PM: Edit the following list as needed

1. No additional modifications.