

**REQUEST FOR PROPOSALS FOR  
BUILDING ENCLOSURE COMMISSIONING AGENT  
CONSULTING SERVICES**

April 21, 2025

**Master Campus Plan**  
Cooper University Health Care – Camden, New Jersey

Your firm is hereby given notice of an opportunity to submit a response to a Request for Proposal for Building Enclosure Commissioning (“BECx”) Agent Consulting Services for the Master Campus Plan (“Project”) for Cooper University Health Care (“Cooper”). This request for proposals is a competitive selection process to engage a firm to provide planning, procurement, logistics, and implementation services for this project. The specific requirements for this Request for Proposal are set forth below.

**A. PROJECT DESCRIPTION**

**1. Brief Overview**

Pure Project Management (“PurePM”) has been engaged by Cooper as program manager for the Master Campus Plan (“Project”). The Project is planned for a multi-year, multi-phased program on the site of the existing academic medical center campus located in Camden, New Jersey.

Cooper is the leading academic health system in South Jersey. Cooper operates a 663-bed tertiary care hospital, South Jersey’s only Level I trauma center, MD Anderson at Cooper, Children’s Regional Hospital at Cooper, and the only Level II pediatric trauma center in the Delaware Valley (hereafter “Cooper University Hospital”). In addition to Cooper University Hospital, Cooper includes one of the largest physician groups in the region, three urgent care centers, and more than 100 outpatient offices in South Jersey and Pennsylvania. Cooper’s large multispecialty centers located in Camden, Cherry Hill, Voorhees, Willingboro and Moorestown make it easy to schedule appointments for multiple services in a convenient location.

Cooper University Hospital is an academic, tertiary care medical center affiliated with Cooper Medical School at Rowan University and is located on the Health Sciences Campus in Camden. Cooper has a long history in the city of Camden and is playing a prominent role in its revitalization. Cooper Medical School at Rowan University has approximately 430 students, 1,800 faculty members, and, since its inception in 2012, graduated over 350 new physicians.

Annually, Cooper has approximately 30,000 hospital admissions, more than 1.7 million patient visits, and 400,000 outpatient hospital encounters. Cooper's primary service area is in Camden, Burlington, and Gloucester Counties and secondary service area is in Atlantic, Cape May, Cumberland, and Salem Counties.

Cooper University Health Care's mission is **To Serve. To Heal. To Educate.**

**Our Team Approach:** Talented, diverse professionals are central to accomplishing project goals. Their ability to collaborate at a high level will be key to any project's success. It is Cooper's intent to build a culture of trust among the team by framing constructive attitudes and requiring leadership finesse by all parties. All principal team members will be expected to maintain a balanced focus on forward progress and value creation for the Project, while maintaining accountability for every team member to control cost, quality, and schedule.

**Cooper and Program Manager** will have overall responsibility for directing the design and construction efforts, coordinating all team members so they will provide their necessary services in a complete and timely manner. They will drive the rapid and dependable internal decision-making and bi-directional reporting between the design and construction teams and Cooper leadership. They will also ensure that sufficient funds are available to complete the Project within the current budget estimates. PurePM will assist Cooper's Planning, Design, Construction group in this role.

The **Architect / Engineer of Record** ("AE") will contract directly with Cooper and is responsible to lead the research, program validation, ideation, best practice application, budget adherence, design, design schedule adherence, standard of care execution, documentation, and construction administration for the Project to meet the Project's goals and objectives, regulatory guidelines, and the scope approved by Cooper. HKS & Array Architects have been selected to work together along with their consulting engineers for MEP/FP, BR+A and Highland Associates, and the structural engineers, O'Donnell & Naccarato. There are also subconsultants for other elements of the Project such as vertical transportation, vibration, materials management, etc. AE shall reference the entire Design Team under the Architect's Agreement as noted.

The **Construction Manager** ("CM") will contract directly with Cooper during the design phase, will be an advisor on construction methods and costs, through continuous cost modeling. The CM will lead value engineering efforts through a capable in-house source, or by including subcontractors' resources. During the construction phase, the CM will lead the construction planning, procurement of labor and materials, installation, and coordinate commissioning.

The **Building Enclosure Commissioning Agent Consultant** ("BECx Agent") will contract directly with Cooper and, during the construction phase, will be an advisor

on Commissioning Agent documentation, communication, and filing with Owner and Authorities Having Jurisdiction (“AHJ”). During construction, the Commissioning Agent will work with Cooper and proposed key individuals, professional staff, certified NJ State Engineers, and others designated for the project will be required to remain on the project as appropriate through certificate of occupancy and close-out. The BECx Agent shall not substitute these people except with the written consent of Cooper.

Presently, the Tower A Construction Documents Permit Package is under review by the City of Camden and the New Jersey Department of Community Affairs (DCA) Health Care Plan Review (HCPR) Unit.

## 2. Scope of the Project

To further its mission, Cooper has begun a significant, multi-year, multi-phased project on the site of the existing academic medical campus located in Camden, New Jersey. The Project is summarized within the below bullets and Exhibit A. BECx Agent will support each project element.

- Tower A (335,000 SF) horizontal expansion (basement plus 10 floors and mechanical penthouse) to existing hospital at the corner of MLK Boulevard and Haddon Avenue.
- Central Utility Plant (7,810 SF) vertical expansion to support campus infrastructure improvements.

Tower A Bridge Connector spanning over Haddon Avenue to existing MD Anderson Cancer Center.

## B. PROJECT SCHEDULE

A construction schedule has been included as an Exhibit B to illustrate Project construction activities that will need to be accomplished. The selected BECx Agent will be required to provide the resources and staffing to support the Project described through its completion. Current key project milestones are described below. The BECx Agent shall refer to Exhibit B for additional schedule details to assist in preparing its proposal.

### B.1 Key Project Milestones

April 2025	Demolition Complete
June 2025	Tower A Excavation Start
August 2025	Tower A Foundations Construction Start
February 2027	Tower A & Bridge Foundations Construction Complete

June 2026	Tower A Steel Erection Construction Start
June 2026	Tower A Central Utility Plant (CUP) Construction Start
January 2026	Bridge Steel Erection Construction Start
July 2027	Tower A Steel Erection Construction Complete
July 2027	Bridge Enclosure Complete
December 2027	Tower A Enclosure Completed
April 2028	Tower A TCO

**B.2 BECx Agent Consulting Services RFP Timeline**

4/21/2025	Issue request for proposals
4/25/2025	Deadline for RFP acknowledgement of receipt and intent to respond
4/30/2025	Deadline for RFP clarification/questions (12:00 Noon EST)
5/7/2025	Responses to questions received (shared with all)
5/14/2025	Deadline for receipt of proposals (3:00 PM EST)
TBD	Selected firm announcement
Late May/Early June	Kick-off meeting for BECx Agent and Meeting with Construction Team

**C. SCOPE OF SERVICES**

The successful BECx Agent will provide the services as described below. Please note that this is not intended to be a fully descriptive list of every possible task that needs to be performed. The following items are intended to identify the major expectations of the successful firm. If there are questions regarding scope that will have a material impact on this proposal, please request further clarification.

**C.1 BECx General Requirements**

Building Enclosure Commissioning (BCx) is a process to analyze the performance expectations outlined in the architectural design documents and project specifications, as well as meet or exceed the expectations of the Owner with a focus on the performance of the building enclosure systems. The chosen BCx firm will be a member of the project team and engaged for the remainder of the project life cycle.

The building enclosure commissioning scope of services shall include consideration for the performance of the water, air, thermal, acoustic, and vapor control layers including, but not limited to, the following systems:

1. Foundation and below-grade waterproofing systems
2. Below-grade and above-grade walls
3. Exterior glazing
4. Exterior curtain wall
5. Exterior cladding systems and weather resistive barrier
6. Sealants, joint fillers, and gaskets
7. Expansion joints
8. Exterior door assemblies and required anchorage, flashings, and hardware
9. Roofing and/or horizontal waterproofing
10. Interior partitions or walls between areas within the building with appreciable difference in ambient conditions.
11. Transitions between existing and new systems
12. Stormwater management vault walls

The primary role of the BCxA is to ensure that the Owner's design intent developed during the planning phase is achieved through the construction and operation of the facility. The BCxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the Design/Builder. The BCxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management.

#### BECx Agent Tasks:

- Review contractor submittals and shop drawings and provide comments.
- Commission the building enclosure systems listed within the observations and testing requirements section of this RFP.
- Verify inclusion of systems manual requirements in construction documents.
- Verify inclusion of operator and occupant training requirements in construction documents.
- Verify systems manual updates and delivery.
- Verify operator and occupant training delivery and effectiveness.
- Verify seasonal testing.
- Review building operations 10 months after substantial completion.
- Develop an on-going BECx Plan.

## C.2 General BECx Authority Responsibilities during Design & Early Construction Phases

Design & Delegated Design Meetings – The BECx Agent will be required to attend the design progress meetings and individual meetings as necessary for building envelope construction (includes glazed curtain wall, ribbon window, entries, glass screen, rain screen, precast and metal panel cladding). Participation shall include development and review of submitted proposal, mock-up, and building shop drawings. BECx Agent is responsible for leading their own, separate commissioning meetings, as necessary.

Commissioning Plan & Specifications – The BECx Agent will develop specifications and an ongoing commissioning plan that encompasses the design, construction, and occupancy operations phases. The initial commissioning plan, including no less than the following:

- A project-specific description of the materials, components, assemblies and systems to be commissioned.
- A description of the roles of the BECx Agent team, including the responsibilities of the Owner, A/E, contractors, and BECx Agent.
- Sample prototypical pre-functional checklists (PFCs).
- Sample prototypical functional test procedures (FTPs) that define acceptable results of the tests to be performed.
- Frequency of testing to be performed.

Basis of BECx Requirements – The BECx Agent shall assist the design team and owner in the development of the basis of BECx requirements. The BECx Agent shall assist the design team to identify all surfaces and layers of the building enclosure, including below grade. The air, water, thermal and vapor control layers shall be included in the basis of BECx requirements development.

Specification Requirements Review – The BECx Agent shall review the Tower A and Central Utility Plan construction document for conformance and testing requirements. The BECx Agent shall also review the operator and occupant training requirements included in the Tower A and Central Utility Plant construction documents to ensure operator/occupant training delivery and effectiveness.

Issues/Benefits Log – The BECx Agent shall create and maintain an issues/benefits log to be used throughout the duration of the project. While BECx Agent is not

responsible for the design solutions they must track open commissioning issues and their resolutions. The log will include a description of each issue, the date it was identified, a proposed corrective plan, the responsible party, the date of anticipated resolution, and its current status.

### **C.3 General BECx Authority Responsibilities during Construction and Acceptance Phases**

The BECx Agent will coordinate and direct the commissioning activities in conjunction with the contractor and/or construction manager in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise. Meetings will be held as necessary to coordinate the commissioning process. At a minimum, the BECx Agent shall support the construction schedule and provide the CM input for:

- Shop drawing submission
- Creation of pre-functional checklists
- Functional on-site testing
- Submission of operating and maintenance manuals
- Owner training
- Seasonal testing – This requirement will be determined by the functional performance testing spec that is to be developed by the BECx Agent.
- One-year warranty testing (if required by the project) – This requirement will be determined by the functional testing performance spec that is to be developed by the BECx Agent.

Construction Phase BECx Plan – The BECx Agent will update the BECx plan as necessary to maintain alignment with the Project scope and schedule, as necessary. The BECx Agent will prepare project-specific pre-functional checklists (“PFCs”) and include these in the commissioning plan. Prepare project-specific functional test procedures (FTP) that define acceptable results of the tests to be performed and include these in the commissioning plan. Generic FTPs are not acceptable.

Checklists – Develop and utilize construction checklists. Construction checklists are created by the BECx Agent and used and maintained by the construction manager and subcontractors. Checklists will include information about delivery and storage of

materials and systems as well as installation and start-up. BECx Agent to develop checklists in coordination with the CM.

Shop Drawings & Submittals – The BECx Agent will review contractor submittals applicable to systems being commissioned, including, but not limited to, proposals, mock-ups, building shop drawings and product data sheets and manufacturer test reports, to ensure compliance with the Tower A, Central Utility Plant, and Bridge construction documents. The BECx Agent shall also reviews these documents with Cooper facility personnel, as needed. The BECx Agent will forward comments and concerns in writing to the AE and Cooper. Reviews must be concurrent with A/E reviews, must be conducted in a timely manner, and must not affect the CM’s construction schedule. The BECx Agent will review equipment warranties to ensure that the Owner’s responsibilities are clearly defined.

Delegated Design – The BECx Agent will review Delegated Design progress drawings, if applicable. The BECx Agent will review thermal and structural analysis submitted by contractor(s).

Testing & Test Date Reviews – The BECx Agent will review on-site testing and test data results as provided by independent testing agencies. The BECx Agent will review visual and in-place constructability mock-ups. The BECx Agent shall verify systems manual updates and delivery. The BECx Agent will review the O&M manuals to ensure proper content and format. The BECx Agent shall perform site visits as often as necessary as dictated by the pace of work, with a minimum six (6) site visits during construction, to observe component and system installations. The BECx Agent shall include an allowance for additional visits as needed for effective observation.

Record Drawings – The BECx Agent will review the record drawings with Cooper facility personnel and identify known discrepancies between these documents and as-installed conditions. The BECx Agent will forward a list of these discrepancies to Cooper, CM and AE for incorporation into the record documents.

BECx Coordination – The BECx Agent will verify installation and performance. The BECx Agent will coordinate the commissioning tasks with the CM to ensure that commissioning activities are included in their master schedule. The BECx Agent will develop a testing plan for all equipment, systems, and integrated systems. The BECx Agent will monitor scheduling and execution of the training process to ensure it is conducted as specified and as planned in the training program. The BECx Agent will also monitor recordings made of the training process to ensure their quality is acceptable according to specifications.



Pre-Functional Inspections & Checklists – The BECx Agent will execute the PFCs in phases (e.g., waterproofing, exterior walls, roofing, etc.) as the work progresses. The purpose of this process is to document that installation occurs per contract documents as the work is installed rather than waiting until all installation is complete. Resolution of deficiencies is documented on subsequent site visits. All elements of equipment and system installation and all PFCs must be complete prior to functional testing. Items of non-compliance are corrected at the CM’s expense and the system shall be retested.

Functional Test Procedures – The BECx Agent will specify and direct execution of the functional test procedures by the responsible subcontractors. The BECx Agent invites O&M personnel to attend and witness testing. The BECx Agent documents test results and recommends systems for acceptance.

Mockups – The BECx Agent will verify that formal mock-up testing submittal and mock-up performance testing has been completed. The BECx Agent will perform site visits, as necessary, to observe component and system installations. The BECx Agent shall be on site for all building enclosure systems tests.

Final Commissioning Report & Systems Manual – The BECx Agent will complete the commissioning report and a systems manual for turnover/takeover at the completion of the construction phase.

Provide the Owner with written progress reports and test results with recommended actions.

#### **C.4 General BECx Authority Responsibilities during Occupancy and Operations Phases**

Post-Occupancy Visits – The BECx Agent will return to the site at the end of the warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original commissioning. The requirements and number of visits should be determined by the functional performance testing specification that will be developed by the BECx Agent or determined to be required by results of the initial in situ testing.

Documents to Address Continuing Problems – The BECx Agent will assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

## C.5 Observation and Testing Requirements

The below matrix outlines, in general terms, the equipment or systems which shall be observed and tested by the BECx Agent.

Task	Sampling %
<b>Administrative Tasks</b>	
BECx Documentation	100%
Develop BECx Plan	100%
Develop BECx Manual	100%
Incorporate BECx Requirements into CD's	100%
Prepare Component Verification Forms	100%
Prepare System Test Verification Forms	100%
Prepare Integrated System Test Verification Forms	100%
Extended Performance Test	100%
Warranty Compliance Report	100%
<b>Building Enclosure Systems</b>	
Foundation Moisture Protection	100%
Exterior Walls	50%
Exterior Windows	15%
Exterior Doors	15%
Louvers and vents	15%
Grills and sunscreens	15%
Infrared scan of envelope	100%
Roof systems, including parapet	50%
Roof openings, including pipe chases, ducts, etc.	50%
Infrared scan of roof	100%
<b>Alternate 1*</b>	
Uplift test	100%
Blower door test	100%

\*Provide separate breakout pricing for each alternate line item

**Contract:** The form of contract for this agreement will be a modified AIA Document C103-2015, Standard Form of Agreement Between Owner and Consultant (see Exhibit E).

**Diversity:** Cooper values diversity in its work force, patient population, and with our partner companies. Cooper expects the successful firm to take affirmative steps to strongly consider contracting opportunities for minority-owned, women-owned, and veteran-owned businesses. As used in this RFP, the terms “minority-owned

business”, “women-owned business”, and “veteran-owned business” means a business is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, “minority group members” are African Americans, Spanish speaking, Spanish surnamed, or Spanish-heritage Americans, Asian Americans, and Native Americans. There is no percentage requirement for diverse company participation included in this RFP.

**Grant Conformance:** The Commissioning Agent and any subcontractors or vendors hired by the Commissioning Agent, must undergo a SAMS check and a State Department check. This is to ensure no companies are engaged that have been excluded from working on federal and state funded projects.

Further, The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

The BECX Agent must comply fully with 2 CFR Part 200 (Uniform Guidance), See below link;

<https://ecfr.federalregister.gov/current/title-2/subtitle-A>

Additionally, any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances [2 CFR 200.320(c)(1)-(3)].

#### **D. PROPOSAL REQUIREMENTS**

The Proposal for Commissioning Agent planning and consultation services shall provide the information necessary for an evaluation of each firm by Cooper and the Program Manager. This information coupled with possible interviews will provide the basis for selection.

RFP acknowledgement and intent to respond are to be transmitted via email by date noted to Greg Portner at [Gregory.portner@purepm.com](mailto:Gregory.portner@purepm.com) and Hanna Gold at [hanna.gold@purepm.com](mailto:hanna.gold@purepm.com). Questions are to be electronically submitted on the date noted (12:00pm EST) to PurePM.

**Proposals shall include all seven [7] sections as described on Pages 13 to 17 (Proposal Format) of this RFP. Proposals shall not exceed fifteen [15] pages,**

excluding fee proposal, similar project profiles, and summary team resumes, and are to be electronically submitted on date noted (3:00 PM EST) to:

- Faith Orsini, VP of Planning, Design & Construction at Cooper University Health Care [orsini-faith@cooperhealth.edu](mailto:orsini-faith@cooperhealth.edu)
- Robert Stag, Manager Contracting at Cooper University Health Care [stag-robert@cooperhealth.edu](mailto:stag-robert@cooperhealth.edu)
- Greg Portner, Project Manager at Pure Project Management [Gregory.portner@purepm.com](mailto:Gregory.portner@purepm.com)
- Hanna Gold, Project Manager at Pure Project Management [hanna.gold@purepm.com](mailto:hanna.gold@purepm.com)

There shall be ***no direct communication*** with Cooper senior management, staff, or Selection Committee members upon receipt of the RFP through the selection announcement of the Commissioning Agent for this project. Any communication could result in firm disqualification. All questions should be directed to the Program Manager noted above.

## **Proposal Format for Building Enclosure Commissioning Agent Consulting Services**

### **Cover Letter**

### **Table of Contents**

### **Section 1.0 - Executive Summary**

Please provide a summary which describes and highlights the experience, qualifications, and particular expertise for this project for the firm(s) being proposed to meet the basic services scope of work. Also, explicitly identify areas of expertise and specific services.

### **Section 2.0 - Company Information**

- 2.1 Discuss the Firm's background, ownership, and proposed contact office.
- 2.2 Indicate if the firm is currently licensed to conduct business in New Jersey.
- 2.3 Discuss the stability of the firm's leadership.
- 2.4 Is the firm proposing to work under any Joint Venture or other partnership agreements? If yes, please provide requested information for each firm and each firm's role in the JV or partnership.
- 2.5 A description of any litigation involving the firm in the last five years.
- 2.6 Has the firm, under its current name or any predecessor names, ever declared bankruptcy?
- 2.7 Has the firm ever been dismissed from work on a project in the last five years? Describe the circumstances.
- 2.8 Describe any fiduciary arrangements with manufacturers, distributors, or affiliations.
- 2.9 Provide Proof of Insurance.

### **Section 3.0 – Building Envelope Commissioning Agent Consulting Approach & Management**

Please provide a narrative which describes your approach toward providing Project commissioning planning, on-site activities, reporting, and corrective action resolution services to support the Project schedule. The following information shall be provided to highlight the experience and qualifications of each of the key personnel (from each firm) to be assigned to the Project:

- 3.1 Project Team Organization Chart or matrix indicating staff and structure for each phase of the project. Identify the role of each proposed team member, and the amount of time each team member will spend on the project.
- 3.2 How your firm would address turnover of personnel assigned to the Project.

- 3.3 Your knowledge of the Project location and how that experience will bring value to Cooper and this Project.
- 3.4 Describe your commissioning approach to perform comprehensive commissioning services during the construction of the project, communication with the CM, notifications to the AE and CM, requirements of the Owner, and betterment and value-added suggestions for economy and cost control for Owner during specific observations and testing during construction.
- 3.5 Lessons learned from other similar projects, and the types of systems for which the firm has provided BECx services.

#### **Section 4.0 – Standard Form of Agreement**

The contract to be executed will be a modified AIA Document C103-2015 (Standard Form of Agreement Between Owner and Consultant), which has been provided as Exhibit E. Provide all itemized and specific comments within this section of your proposal response. If there are no comments, please state such.

#### **Section 5.0 – Fee Proposal (not included in the 15-page limit)**

Exhibit C shall be provided populated and included in your proposal. Additional pages can be added to address additional team members and hourly rates. Reimbursables shall be at cost to Cooper.

#### **Section 6.0 – Project Experience (not included in the 15-page limit)**

Please provide one-page descriptions and profiles of five (5) projects of similar scope and complexity to the project described earlier in this RFP and which involved your proposed team. Emphasis should be placed on those projects involving the personnel assigned to this project. Each project shall include SF size, construction value, construction substantial completion milestone, project team (Owner, Program Manager, architect, and engineers), budget accuracy/performance, schedule accuracy/performance, and a reference for the project to include name, title, role on the project, and contact information.

#### **Section 7.0 – Team Member Resumes (not included in the 15-page limit)**

Summary resumes of each proposed team member (no more than two (2) pages per resume including NJ State Certification). Resume shall include two (2) individual references per proposed team member.

### **E. OWNER'S DISCRETION**

Owner, at its discretion, may:

1. Choose not to accept any or all proposals submitted in response to this RFP.
2. Cooper will make an award based on Project Understanding, Firm Experience, Proposed Personnel, and Fee. All factors except Fee are of equal importance and are more important / of equal importance to Fee. All offerors must be responsible, as evaluated by the General Information submission and any other information available to Cooper.
3. Request that a respondent submit an alternate sub-consultant.
4. Retain all documents submitted in response to this proposal; however, it will not make public any confidential information provided such information is clearly identified.
5. Cooper reserves the right to reject any or all proposals. Cooper reserves the right, for any reason, to award to any qualified and responsible consultant deemed to best serve the interests of Cooper.

## F. INSURANCE REQUIREMENTS

1. The BECx Agent shall maintain the following insurance until termination of this Agreement. All carriers shall be acceptable to Cooper and maintain and A.M. Best Rating of "A" or better and BECx Agent shall provide Cooper ninety (90) days prior written notice of cancellation/non-renewal, reduction of limits or coverage. All claims-made forms must have at least three (3) year extended reporting provision available regardless of the canceling party, with the exception of the Professional Liability policy which shall have five years of extended reporting/"tail" coverage from the date of agreement termination

**1.1** Commercial General Liability with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») for each occurrence and «Two Million Dollars» (\$ «2,000,000.00») in the aggregate for bodily injury and property damage.

**1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the BECx Agent with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**1.3** Commercial umbrella or excess liability with limits of not less than «Five Million Dollars» (\$«5,000,000.00») per occurrence and in the aggregate.

**1.4** The BECx Agent may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.7.1 and 1.7.2, and in no event shall any

excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

#### 1.5 Workers' Compensation at statutory limits.

**1.6** Employers' Liability with policy limits not less than «Five Hundred Thousand Dollars» (\$ «500,000.00») each accident, «Five Hundred Thousand Dollars» (\$ «500,000.00») each employee, and «Five Hundred Thousand Dollars» (\$ «500,000.00») policy limit.

**1.7** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Five Million Dollars» (\$«5,000,000.00») per claim and «Five Million Dollars» (\$ «5,000,000.00») in the aggregate. To the extent the Professional Liability excludes environmental liability claims, a separate pollution liability policy with limits of not less than Five Million Dollars (\$«5,000,000.00») per occurrence and Five Million Dollars ( «5,000,000.00») in the aggregate shall be maintained.

**1.7.1** The professional liability policy shall be maintained in full force and effect during the course of the Project and shall be maintained/renewed, so as to provide for the same coverage for a period of ten (10) years after completion of the Project.

**1.7.2** In no event, shall the policy deductible, or any self-insured retention, exceed \$50,000.

**1.8** Cyber Liability with limits of not less than «Three Million Dollars» (\$«3,000,000.00») per claim and in the aggregate. Coverage shall as a minimum include insuring agreements for Security and Privacy Liability, Breach Response, Regulatory Proceedings and Cyber Extortion/Ransomware,

**1.9 Additional Insured Obligations.** To the fullest extent permitted by law, the BECx Agent shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Umbrella Liability to include the Cooper and its subsidiary and affiliated organizations as an additional insured for claims caused in whole or in part by the BECx Agent's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of Cooper's insurance policies and shall apply to both ongoing and completed operations.

**1.10** The BECx Agent shall provide certificates of insurance to Cooper that evidence compliance with the requirements in this Section 2. **BEcx Agent shall promptly advise Cooper upon receipt of any notice from any insurance of**



**cancellation or potential cancellation of any of the coverages required by this Section. In the event any consultants hired by the BECx Agent are not covered by BECx Agent’s professional liability policy, BECx Agent shall submit for Cooper’s prior review and approval evidence concerning the available insurance coverages provided by said BECx Agent.**

**1.11 Waiver of Subrogation.** BECx Agent shall waive all right of recovery damages against Cooper, its agents, officers, directors, employees, and Hammes to the extent these damages are covered by the Commercial General Liability, Worker’s Compensation, Comprehensive Auto Liability, or Umbrella Excess Liability Insurance, as required above.

## **G. EXHIBITS**

- A. Project Overview (6 pages)
- B. Summary Construction Schedule (3 pages)
- C. BECx Agent Proposal Fees, Reimbursable Expenses & Hourly Rates [MS Excel]
- D. Cooper Grant Requirements, dated 12.18.23 (4 pages)
- E. AIA Document C103-2015 (Standard Form of Agreement Between Owner and Consultant)