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ClearyZimmermann.com

Proposal for Building Systems Commissioning Services

12/02/2021 REVISED2

Mr. Thomas Lawing,
Construction Manager
Gregory-Portland ISD
608 College Street
Portland, Texas 78374

Mr. Lawing,

We are pleased to offer a proposal for building systems commissioning services. Upon signed acceptance, the terms and conditions described herein constitute an Agreement between Cleary Zimmermann Engineers, LLC ("Commissioning Agent" (CxA) and Gregory-Portland ISD ("Client") for GPISD Early Childhood Center, (the "Project").

Project Details

Project Name	Construction Budget
GPISD Early Childhood Center	\$37,000,000
Project Location	Project Schedule
Portland, TX	TBD

Project Team

Commissioning Agent; Huckabee & Associates, Inc. ("Project Architect"); Stridde, Callins & Associates, Inc. (Client's "MEP Engineer"), and _____.

Scope of Work

The scope of the project includes work required to commission the project using the current edition of the NEBB Commissioning Technical Procedural Standards. It is understood the project consists of new construction of an approximately 97,000 square foot single-story facility. The new Center is designed to centralize Pre-K students on a single campus. It is assumed for this proposal the project will be designed, constructed and commissioned in accordance with the 2015 IECC code with local amendments. This project is not seeking LEED certification.

The following systems shall be commissioned in this project (minimum required):

- HVAC
 - Equipment, ductwork, and piping
 - DDC controls
- Electrical

- o Interior lighting and control system
- o Exterior lighting and control system
- Plumbing, Service Water
 - o Hot water generation

2015 IECC Code w/local amendments

2015 IECC Code w/local amendments

2015 IECC Code w/local amendments

- Plans: 95% Review Set
- Specifications: 95% Review Set
- Addendums: none
- Alternates: none
- Amendments: none

Basic Services

Commissioning Agent (CxA) shall be provided per NEBB Technical Procedural Standards for Commissioning of the Building Systems listed in Project Description, and shall include the following:

Commissioning Agent (CxA) Services

1. Conduct a commissioning scoping kickoff meeting.
2. Assemble and identify the roles of a Commissioning Team to include the Owner, GC/DB Contractor, Design Team, Commissioning Coordinators, and the CxA.
3. Develop a Commissioning Plan to identify how commissioning activities will be integrated into general construction and trade activities, including the following:
 - a. Identify those parties responsible for producing various procedures, reports, notifications and forms
 - b. Develop a commissioning schedule
 - c. Develop test/acceptance procedure
4. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the Owner, Design Team and GC/DB Contractor and integrate the commissioning specifications into the overall project specification package.
5. Develop Pre-functional and Functional Performance Checklists.
6. Coordinate a controls integration meeting where the Commissioning Team can discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications

Commissioning Agent (CxA) Services

1. Conduct a kickoff meeting where commissioning process is reviewed with commissioning team members.
2. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties.

3. Revise, as necessary, the construction phase commissioning plan.
4. Plan and conduct commissioning meetings as needed and distribute minutes.
5. Request and review additional information, as required, to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
6. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent or as applicable with the Design Team or Contractor reviews.
7. Review requests for information and change orders for impact on commissioning and owner's objectives.
8. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
9. Document that checklists and startup are completed according to approved plans. CxA will witness start-up of selected equipment.
10. Coordinate, witness and document functional performance tests performed by installing contractors. Coordinate and document all retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors and spot-checked by the commissioning provider during functional testing. As applicable, analyze functional performance trend logs and monitoring data to verify performance.
11. Tests on respective HVAC equipment shall be executed, optimally, during both the heating and cooling season. Commissioning Agent may allow some overwriting of control values to simulate conditions. Functional Performance Testing shall be done using conventional manual methods, control system trend logs, and read-outs or standalone data loggers, to provide a high level of confidence in proper system function.
12. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Client, GC/DB Contractor, Owner and others as applicable. Provide directly to the Project Architect, MEP Engineer and Client written progress reports and test results with recommended actions.
13. As applicable, verify that deferred and/or seasonal testing is conducted as specified or required to address the overall system level and functional requirements. CxA will provide final testing documentation for the Commissioning Record and O&M manuals.
14. Compile a Commissioning Record, which shall include:
 - a. A summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the following areas:

- b. Equipment meeting the equipment specifications,
- c. Equipment installation,
- d. Functional performance and efficiency,
- e. Equipment documentation,
- f. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc., shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- g. Other project specific documents as appropriate

Deliverables:

CxA will provide the following deliverables to Client, Project Architect and MEP Engineer:

- 1. Commissioning Plan
- 2. Pre-Functional Checklist forms
- 3. Functional Performance Test Forms
- 4. Deficiency report and resolution record
- 5. Final Commissioning Record and Report

Clarifications

None

Exclusions

None

Compensation for Services

CZ's compensation for performing the services described herein will be on a flat, lump-sum basis by task as follows:

<p>BASIC SERVICES</p> <p>Commissioning</p> <p>Reimbursable Expenses</p>	<p>FEE ^{CG}</p> <p>\$72,137.00</p> <p>Travel expenses have been incorporated within the fixed fee referenced above.</p>
<p>ADDITIONAL SERVICES</p> <p>Additional Services</p>	<p>FEE</p> <p>Compensation for Additional Services shall be in accordance with attached Exhibit A, 2021 Rate Schedule, unless otherwise agreed upon in writing. Commissioning Agent shall not be entitled to any compensation for additional services or expenses</p>

unless the amount thereof has been determined by the Commissioning Agent and approved by the Client, in writing, prior to the time that such services are performed or such expenses are incurred.

Services Not Included

Testing and balancing services

Services related to environmental studies or remediation

Design services

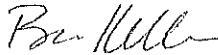
Air quality testing and building purging

Energy studies, economic analysis and life cycle cost analysis

Building envelope inspection with thermography

Agreement

Excluding any services with strikethrough and initials in the Fees paragraph, G-PISD hereby accepts this proposal and enters into a binding agreement with CZ comprised of this Proposal for Building Systems Commissioning Services, the attached Exhibit A, Hourly Rate Schedule, and the attached Exhibit B, Terms and Conditions.

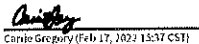


BRIAN KELLER, NEBB® CP
PRINCIPAL | COMMISSIONING
CLEARY ZIMMERMANN ENGINEERS, LLC


55 10-80-009A703 (1) (1) 7022 082243510

By:

DR. MICHELLE CAVAZOS (Date)
SUPERINTENDENT
GREGORY-PORTLAND ISD


Christine Gregory (Feb 17, 2022 15:37 CST)

Board Vice President

Feb 17, 2022

By: Delegated

VICTOR HERNANDEZ (Date)
BOARD PRESIDENT
GREGORY-PORTLAND ISD

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Exhibit A – 2021 Hourly Rate Schedule

Division		Rate
Design	Principal	\$230
	Electrical Engineer	\$185
	Technology Design Consultant	\$180
	Mechanical Engineer	\$180
	Mechanical Designer	\$140
	Electrical Designer	\$150
	Plumbing Designer	\$135
	Construction Inspector	\$135
	Modeling Technician	\$120
Commissioning	Principal	\$230
	Project Manager	\$165
	Mechanical Engineer	\$180
	Electrical Engineer	\$185
	Field Technician	\$135
SCADA	SCADA Engineer	\$215
Administration	Clerical	\$95
	Accounting	\$140
Expenses	Cost plus 10% unless otherwise noted	

*Rates are subject to annual review.

Exhibit B - Terms and Conditions

Work Authorization. Work will commence upon receipt of the executed Proposal for Engineering Building Systems Commissioning Services or upon written direction to proceed with any of the proposed services and with such authorization, Client agrees without limitation to all provisions, terms, and conditions of the Proposal for Engineering Services.

Invoicing and Payments. CZ may invoice Client for services and reimbursable expenses monthly, at minimum, based on work progress or on a schedule that is congruent with design submissions. Client shall make payment in full within thirty days if CZ is contracted directly with the project owner. Balances outstanding for forty-five (45) days or longer will be subject to a fee due to CZ of one percent per month.

Document Ownership. Drawings and documents produced in any form, to include printed or digital media, are instruments of service and are the property of CZ; such instruments of service will not be changed, altered or used for any purpose beyond the scope of this project without written consent from CZ.

Cost Estimates. Any construction cost estimate prepared by CZ is based on CZ's professional judgement and experience and is intended to provide an order of magnitude frame of reference. CZ does not warrant that any such cost estimate will not vary from actual market conditions.

Construction Administration. Compensation for construction administration services applies to construction that is continuous, uninterrupted, and performed in reasonable time with the same contractor and subcontractors. CZ will be due additional compensation if construction stops and demobilizes, and later starts again; or if the contractor or a subcontractor is replaced.

Submittals. Failure of Client to provide equipment and material submittals for review in a timely manner, to notify CZ of progress, or to request periodic inspections or site visits will not relieve Client of the payment obligation for construction administration services.

Successors and Assigns. Neither CZ nor the Client will assign this Agreement or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other.

Termination. This Agreement, in whole or in part, may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. Client shall compensate CZ for services performed and reimbursable expenses incurred prior to the termination date.

Site Visits. Site visits to the project site may be performed by a licensed engineer or by a person with relevant experience in the construction of trades being observed.

Entire Agreement. This Agreement, including exhibits and amendments, contains the entire agreement between Client and CZ as it pertains to this project. No oral statements or other prior written correspondence will be of any force or effect. This Agreement may only be amended in writing by both Client and CZ.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be severable, and all remaining provisions will remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of Texas and the venue for any action under this agreement shall be in the County of San Patricio.

No Warranty. CZ makes no warranty, expressed or implied, for opinions, tests, recommendations, professional advice, plans, specifications, or designs. CZ has endeavored to perform services in a manner consistent with practices common to the practice of professional engineers in the same locality, of the same nature, and under similar circumstances. CZ, nor any of CZ's employees or subconsultants have any fiduciary responsibility to Client.


PROP GPISD 2021-12-02bk Early Childhood Center_ Revised2


Final Audit Report


2022-02-01


Created:	2022-02-01
By:	Thomas Lawing (TLAWING@g-pisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_GEZcXrLKE5NqxQRmoce45nyA-e_S2dB


"PROP GPISD 2021-12-02bk Early Childhood Center_ Revised2" History

 Document created by Thomas Lawing (TLAWING@g-pisd.org)
2022-02-01 - 1:52:00 PM GMT

 Document emailed to Michelle Cavazos (mcavazos@g-pisd.org) for signature
2022-02-01 - 1:53:22 PM GMT

 Email viewed by Michelle Cavazos (mcavazos@g-pisd.org)
2022-02-01 - 2:24:14 PM GMT

 Document e-signed by Michelle Cavazos (mcavazos@g-pisd.org)
Signature Date: 2022-02-01 - 2:24:59 PM GMT - Time Source: server

 Agreement completed.
2022-02-01 - 2:24:59 PM GMT