

Proposal for Building Systems Commissioning Services

09-10-25 **REVISED**

Mr. Alton Alexander,
Construction Manager
Gregory-Portland ISD
502 N. Gregory Ave.
Portland, Texas 78374

Mr. Alexander,

As a registered professional engineering firm with certified commissioning agents who are proficient in their practices, CLEARY ZIMMERMANN ENGINEERS, LLC ("CZ") hereby proposes to serve as your creative partner for your building commissioning project. The details of your project as we understand them are described hereafter (the "Project"), as well as the services we will provide as a consultant for the Project.

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 G-PISD Rebuild T.M. Clark Elementary School, (the "Project").

Project Details

Project Name

G-PISD Rebuild T.M. Clark Elementary School

Project Location

2250 Memorial Parkway
Portland, TX 78374

Construction Budget

\$49,345,180

Project Schedule

TBD

Scope of Work

Cleary Zimmermann Engineers, LLC is certified as a firm by the National Environmental Balancing Bureau (NEBB) to provide commissioning services. Additionally, the firm employs technicians and engineers who are separately trained and certified by NEBB as Certified Professionals (CP) and Certified Technicians (CT). This project will follow the current NEBB Procedural Standard to ensure that a consistent and systematic approach is maintained in order to verify that systems are operating per contract requirements while meeting the Owner's Performance Requirements.

It is understood the project consists of building a new school on the site of the existing baseball and softball fields. It is assumed for this proposal the project will be designed, constructed and commissioned

in accordance with the project relevant IECC code with local amendments. This project is not seeking LEED certification.

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

- Mechanical HVAC
 - Chilled Water Central Plant
 - Air Handling Units
 - Variable Frequency Drives
 - Building Automation Control Systems
 - Air Fans
 - Terminal Units
 - Heating Systems: Electric
- Electrical
 - Interior Systems:
 - Occupant Sensor Controls
 - Light Dimming and Manual Control
 - Time-Switch Controls
 - Daylight Responsive Controls
 - Exterior Systems:
 - Building and Site
 - Time-Switch Controls
 - Light Poles
 - Occupancy Motion
 - Time Controls
- Plumbing, Service Water
 - Hot water generation, pumping and mixing

Project Certifications Included

IECC 2015 w/local amendments

Bid Documents Used to Prepare Pricing

- Plans: TM CLARK ES - REBID Set
- Specifications: 23-040 GPISD - TM CLARK ES - CDs Project Manual VOL 1&2 - RE-BID 09-05-2024
- Alternates:
 - Architectural: 1, 2A, 2B, 3, 4, 5, (Not applicable to commissioning)
 - Civil: 1 (Not applicable to commissioning)
 - HVAC
 - Alternate 1: Structural (Not applicable to commissioning)
 - Alternate 2: Marking Lot Lighting (No impact to scope or fee)
 - Alternate 3: Wall Type Metal Studs (Not applicable to commissioning)
 - Alternate 4A: Manufacturer (No impact to scope or fee)
 - Alternate 4B: Manufacturer (No impact to scope or fee)
 - Alternate 5: Manufacturer (No impact to scope or fee)
 - Alternate 6: Manufacturer (No impact to scope or fee)

- Alternate 7: Manufacturer (No impact to scope or fee)
(NOTE: Alternates are included in the Commissioning Services scope work and work described in the Alternate will be performed as applicable to Commissioning.)

Specification Sections

- Division #20 00 10 MECHANICAL AND ELECTRICAL SYSTEMS COMMISSIONING – COMMISSIONING
- Division #22 05 00 PLUMBING GENERAL CONDITIONS
- Division #23 05 00 STARTING OF HVAC SYSTEMS
- Division #23 09 93 EQUIPMENT CONTROL OF SEQUENCE OPERATION
- Division #26 00 00 ELECTRICAL SPECIFICATIONS

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:

Pre-Commissioning/Construction Phase

1. Conduct a commissioning scoping kickoff meeting.
2. Develop a Commissioning Plan to identify how commissioning activities will be integrated into general construction and trade activities.
3. Develop full commissioning specifications for commissioned equipment
4. Develop and distribute Pre-functional and Functional Performance Checklists.
5. Coordinate a controls integration meeting to ensure that integration issues and responsibilities are clearly understood.

Construction Phase

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.
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 may witness start-up of selected equipment at their discretion.
10. Coordinate, witness and document functional performance tests performed by installing contractors. Coordinate and document 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.
11. Tests shall be executed, optimally, during both the heating and cooling season. Commissioning Agent will allow overwriting of control values to simulate conditions.
12. Maintain a master issues log and a separate record of functional testing. Report all issues to the Client, GC/DB Contractor, Owner and others as applicable.
13. 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:

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

Conditions

1. Workdays are primarily based upon normal working hours M-F, and it is expected that the majority of the work will occur within these hours. Also, due to the nature of the work associated with executing certain systems, such as equipment shutdowns, emergency power testing, lighting controls testing, etc., it is expected that work will have to occur outside of normal M-F working hours. CZ retains the right to assess additional fees for non-standard work hours and for work on weekends and holidays.
2. This proposal assumes the MEP and Building Automation Systems are fully installed, started up, pretested, and prepared for demonstration to the commissioning team prior to notification to

start work. In the event system preparations are found to be subpar, the commissioning team will cease work until the systems are fully prepared for demonstration. This proposal does not include fees for testing systems that are inadequately prepared or for retesting failed components or sequences. CZ retains the right to assess additional fees to recover lost time due to working in systems that are inadequately prepared for testing.

Clarifications

None

Exclusions

None

Compensation for Services

Fees

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

BASIC SERVICES

Commissioning

FEE

\$107,300.00

Reimbursable Expenses

Travel expenses have been incorporated within the fixed fee referenced above.

ADDITIONAL SERVICES

Additional Services

FEE

Compensation for Additional Services shall be in accordance with attached Exhibit A, 2025 Rate Schedule, unless otherwise agreed upon in writing.

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, I hereby accept this proposal and enter 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.

Respectfully submitted,



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

By: _____

ALTON ALEXANDER, (Date)
CONSTRUCTION MANAGER
GREGORY-PORTLAND ISD

Exhibit A – 2025 Hourly Rate Schedule

Division		Rate
Design	Principal	\$305
	Electrical Engineer	\$235
	Mechanical Engineer	\$230
	Mechanical Designer	\$185
	Electrical Designer	\$195
	Plumbing Designer	\$180
	Construction Inspector	\$180
	Modeling Technician	\$145
Commissioning	Principal	\$305
	Project Manager	\$215
	Mechanical Engineer	\$230
	Electrical Engineer	\$235
	Field Technician	\$180
Administration	Clerical	\$125
	Accounting	\$185
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 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 ten days of receipt of payment from the owner in a prime/consultant arrangement (pay when paid), or 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.

Liability Limitation. The total liability CZ and its subconsultants bears to Client for any and all injuries, claims, losses, expenses or damages whatsoever from cause or causes, including negligence, errors or omissions, will not exceed the total compensation to CZ; and CZ will not be liable in any event for special, punitive, incidental, or consequential damages.

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. Client agrees to indemnify CZ, its employees and subconsultants from all claims, damages, and losses arising from unauthorized use.

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.

Professional Credit. CZ has the right to include representations of the project design, including exterior and interior photographs, functional details, and the name of the owner in CZ's marketing materials, including our website, promotional materials, and professional publications.

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 Bexar.

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.