

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 22, 2021

AGENDA ITEM:	
Civic Center Supplemental Tower TI Commissioning Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
31400018.562000.1837	\$25,944.00
SUMMARY:	

This supplemental agreement will amend the original commissioning PSA scope, schedule and fee to include full commissioning services for the build out of the 37,239 square foot, 4 story shelled in City Hall portion of the Civic Center project. This new agreement would extend the expiration to August 2022, and add \$25,944.00 of compensation for the commissioning services.

Commissioning is an integral part of quality construction and a requirement to achieve silver LEED status. The WSEC defines commissioning as “a process that verifies and documents that the selected building systems have been designed, installed, and function according to the owner’s project requirements and construction documents, and to minimum code requirements.” Put another way, the WSEC requires most construction projects to set aside some of the project schedule and budget to create a written testing plan and then to execute this plan prior to the end of the project. This commissioning plan is designed and executed by a team chosen by the building owner; it is not an inspection performed by the jurisdiction. A key aspect of the WSEC commissioning requirements is that they are tied directly to a construction project, whether it is an addition, a retrofit, or a brand new building.

Original MCC Commissioning PSA	\$78,030.00
Supplemental TI Commissioning Agreement	\$25,499.00
 Total Allocation	 \$103,974.00

RECOMMENDED MOTION:
 I move to authorize the Mayor to sign and execute the Civic Center Commissioning Supplemental Agreement for \$25,944.00.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERFORMANCE VALIDATION, INC. DBA WELSH
COMMISSIONING GROUP, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Performance Validation, Inc. an Indiana corporation dba Welsh Commissioning Group, Inc., (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Welsh Commissioning Group to provide commissioning services for the Civic Campus Project in accordance with the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408 (the “Original Agreement”), said Original Agreement being dated July 30, 2019; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for the services described in the attached Exhibit A-1 and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight August 31, 2022.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$25,944.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$103,974.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$78,030.00
Supplemental Agreement No.1	\$25,944.00
Grand Total	\$103,974.00

4. Each and every provision of the Original Agreement for Professional Services dated July 30, 2019, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 16th day of November, 2021.

Performance Validation, Inc., dba Welsh Commissioning
Group

By Tim O'Neill
Tim O'Neill
Its: Division Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A – 1

SUPPLEMENTAL AGREEMENT NO. 1



Proposal for Commissioning Authority Services
2015 Washington State Energy Code, Commercial Provisions – Section C408
City of Marysville – Marysville Civic Center Tenant Improvement

Date: November 15, 2021

To: Bryan Milligan, Project Manager
City of Marysville

By: Tim O’Neill
Division Director

Welsh Commissioning Group (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

Project Description:

The project consists of a 36,000 square foot tenant improvement to existing facility at the Marysville Civic Center. Commissioning scope is per 2015 Washington State Energy Code, Commercial Provisions, which is in line with what is called out on project documents and previous commissioning scopes at the project site.

Commissioning Scope of Work:

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

1. Review contractor submittals applicable to the scope of work for compliance with project documents and design intent. This review shall be concurrent with A/E reviews and submitted to the design team and the client.
2. Develop a commissioning plan to include the following as a minimum:
 - A complete list and description of all equipment and systems to be commissioned.
 - Installation verification data entry forms for systems and equipment to be commissioned.
 - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
 - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
3. Schedule, coordinate and lead the following commissioning meetings. Agenda and minutes shall be provided by the CxA.

- ~~a. Initial commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. This meeting shall be held virtually.~~
 - ~~b. Controls Integration meeting with the HVAC control contractor, VRF control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. This meeting shall be held virtually.~~
 - c. On-going commissioning meetings remotely via audio/video conferencing. Meetings shall be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Contractor is responsible for providing video and/or audio connection to the physical meeting room at the jobsite.
4. Schedule, organize, and coordinate commissioning site observations. The purpose of these observations shall be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A commissioning site observation report shall be provided. The number of site observations are optional, and the fee proposal includes a quantity considered typical for this size and type of project (see Fee Proposal Detail).
5. Perform an installation verification to audit completed contractor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit shall be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms shall be provided by the CxA in the final report.
6. Review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review shall be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
7. Schedule, coordinate, and witness selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. This includes evaluating trend log data as available from the contractor. Issues discovered during functional test verification shall be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms shall be provided by the CxA in the final report.
8. Verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
9. Verify that the contractual requirements for record documents, O&M manuals have been completed by the contractor.
10. Verify that the contractual requirements for system training have been completed by the contractor.
11. At the completion of all commissioning related procedures, assemble and produce the commissioning report for submission to the client and building official. This shall include providing a preliminary report as needed. The report shall contain at a minimum the following and shall be provided in digital format only.
 - A copy of the commissioning plan.
 - Copies of completed data entry forms related to installation verification checklists, TAB review and functional performance tests.
 - A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.

Fee Proposal Detail:

#	Description	Qty	Units	Rate	Extension
1	Review contractor submittals	2	Hrs	141	282.00
2	Provide formal commissioning plan including all forms	8	Hrs	141	1,128.00
3a	Initial commissioning coordination meeting	0	Hrs	141	—————
3b	HVAC and lighting controls integration meeting	0	Hrs	141	—————
3c	Video conference commissioning coordination meetings	12	Hrs	141	1,692.00
4	Conduct site observations during construction	12	Hrs	141	1,692.00
5	Audit contractor checklists & document issues	24	Hrs	141	3,384.00
6	Review TAB report, field verify TAB & document issues	12	Hrs	141	1,692.00
7	Witness functional test verification & document issues	74	Hrs	141	10,434.00
8	Verify the resolution of commissioning issues	28	Hrs	141	3,948.00
9	Review O&M manuals	2	Hrs	141	282.00
10	Verify training	2	Hrs	141	282.00
11	Provide the final commissioning report	8	Hrs	141	1,128.00

Total Proposal: \$ 25,944.00

Note: The number of site observations (scope item 4) is optional. Included is a quantity considered typical for this size & type of project. This proposal is subject to the following maximum site observations:

2 Site Observations

Terms and Conditions:

1. This proposal is a lump sum value. Additional services outside the scope of this proposal are available at the current WCG billing rates, plus related expenses at cost if applicable.
2. This proposal represents WCG's interpretation of the project requirements. This proposal is limited to the level of effort indicated for each work scope item. Any project requirements not reflected in the proposed work scope that are later determined to be necessary shall be handled by a negotiated change to the contract.
3. This proposal is valid only if the specifications as provided by WCG have been included in the contract documents.
4. The work scope proposed includes re-testing or re-verifying issues on a one-time-per-issue basis. Additional tests or re-verification beyond one per issue shall be outside the scope of this proposal and shall only be completed as approved by the client, and at an additional cost. Note: The commissioning specifications as provided by WCG contain language that allows for reimbursement (from the contractor to the client) for these additional costs.
5. Commissioning services require access to a variety of design and submittal documents from the client, design team and various contractors. This includes, but is not limited to, conformed specifications and drawings, product submittals, installation/start-up forms and test forms. This proposal is contingent upon timely submittal of requested documents to WCG.
6. Commissioning services requires full access to the building control systems. This proposal is contingent upon the commissioning provider being provided full access to the building control system, both remotely and locally. This includes any required access to the building owner's network system.
7. Commissioning services require full access to the facility during construction and potentially after occupancy. This proposal is contingent upon timely building access being coordinated and provided by the building owner and/or contractor to include security badges, keys, access codes, escorts, occupant notification, and so forth as appropriate.
8. The commissioning requirements as specified on this project require the full cooperation and assistance of the general contractor in assuring the participation of all related sub-contractors as willing participants in the commissioning process. WCG shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors, during the commissioning process.
9. The commissioning process requires adequate time allowance in the construction schedule for various commissioning activities. WCG shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
10. Invoices for services and expenses shall be issued monthly for the portion of work completed.
11. This submission shall remain valid for 90 days.
12. This proposal is based on and limited to the project description under scope of work and Attachment - A, Commissioned Equipment List. This proposal excludes commissioning of any systems or equipment not listed in Attachment – A; regardless of how commissioning is referenced or implied in the project documents.
13. This fee proposal is based on WCG maintaining insurance in the following kinds and amounts: Commercial Liability \$2,000,000 per occurrence, \$4,000,000 aggregate, Automobile Liability, non-owned and hired only, \$1,000,000 each accident, Stop Gap Liability \$1,000,000, Products and Completed Operations \$4,000,000, Commercial Umbrella \$5,000,000 per occurrence and aggregate, and Professional Liability \$5,000,000/\$25,000 deductible.

Attachment A – Commissioned Equipment List

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management. The listed equipment includes WCG’s interpretation of the energy code and related exemptions (based on system sizes and types) and makes no guarantee of code compliance. The Client should review the code required commissioning requirements with the engineer of record to confirm suitability of scope.

This proposal excludes commissioning of any systems or equipment not listed below regardless of how commissioning is referenced or implied in the project documents.

C403 Mechanical Systems

- VAV Terminal Units - Ventilation Only (24)
- VRF Fan Coil Units (53)
- VRF Outdoor Units (4)
- VRF Heat Recovery Boxes (8)
- Slit System Air Conditioning Units (4)
- Transfer Fan (1)

C404 Service Hot Water Heating

Exempt. No new service water heating systems appear in the documents for the TI.

C405 Electrical Power and Lighting Systems

- Automatic Lighting Controls (Occupancy/Vacancy Sensors)
- Daylight Harvesting Lighting Controls

C409 Energy Metering and Energy Consumption Management

Exempt. Building is under 50KSF.

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but shall be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor shall provide the labor and material for system balancing, documentation and training.