

7/7/16 S&G

**GREENWICH PUBLIC SCHOOLS**  
**Purchasing Department**  
**290 Greenwich Avenue**  
**Greenwich, CT 06830**  
**(203) 625-7411 Fax (203) 625-7677**

EUGENE H. WATTS  
Senior Buyer

July 8, 2016

Dear Sir/Madam:

You are invited to submit Qualifications and a Proposal for Commissioning Agent Services for the New Lebanon Elementary School Project in accordance with the attached Request for Qualifications and Request for Proposals (“RFQ/RFP”).

Proposers are urged to read the RFQ/RFP and all exhibits thereto carefully and to provide all information requested in a clear, concise, legible and organized manner so as to permit proper evaluation of submissions. Responses to the RFQ/RFP which are incomplete, obscure, or conditional, or which contain irregularities of any kind, may be rejected by the New Lebanon Building Committee in its sole discretion.

Responses to the RFQ/RFP must be timely submitted in form, substance and in accordance with the requirements of the RFQ/RFP. Proposers must submit qualifications and fee proposals in **two separate sealed envelopes** clearly marked with the name of the Proposer and the words “Response to Request for Qualifications for Commissioning Agent Services, New Lebanon Elementary School Project, RFQ/RFP #2099-16” or “Response to Request for Proposals for Commissioning Agent Services, New Lebanon Elementary School Project, RFQ/RFP #2099-16”, as applicable. A Proposer’s qualifications submission shall not contain any information pertaining to the Proposer’s fees or costs.

Each sealed envelope shall include one original and fifteen (15) copies of the qualifications or proposal, as applicable, along with one (1) electronic copy (via flash USB drive) thereof. Responses shall be delivered to:

Greenwich Public Schools  
Purchasing Department  
290 Greenwich Avenue  
Greenwich, Connecticut 06830

Faxed responses will not be accepted.

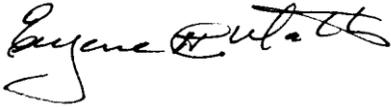
Responses must be received by the Greenwich Public Schools Purchasing Department no later than the date and time set forth below. Late responses will not be considered and will be returned to the submitter unopened.

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**Opening Date and Time: 11:00 a.m. on July 28, 2016**

Submissions will be opened and the names of the proposers will be read publicly on the Opening Date and Time set forth above. All proposers and other interested persons are welcome to be present at the opening of the proposals.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eugene A. Cuttitta". The signature is written in a cursive style with a large, sweeping initial "E" and a distinct "A" and "C".

**1. BACKGROUND:**

The Town of Greenwich, CT (“Town”) is about 40 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. The Town’s fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-6), three middle schools (6-8), and one comprehensive high school (9-12). Our District also offers some pre-K and alternative high school programs. The New Lebanon Elementary School, which is the subject of this solicitation is a Primary Years Programme International Baccalaureate World school.

The New Lebanon Building Committee (“NLBC”) is requesting written proposals for Building Commissioning Services for the New Lebanon Elementary School Project described below (the “Project”).

The Project consists of the demolition of the existing New Lebanon Elementary School building and the design and construction of a new elementary school including all site related improvements and program issues identified in the Educational Specification dated January 8, 2015, as amended. The new school facility will be an approximately 60,000 gross square foot, 2 story elementary school building with a project budget of Twenty-Eight Million Dollars (\$28,000,000). The project is currently in the design development phase, which phase is expected to be completed by July 27, 2016. Construction is expected to start in July of 2017 with occupancy to take place by the end of August, 2018.

The goal of the Project is to provide a new school, which is technologically advanced, energy efficient, addresses traffic issues and maintains the fabric of the community. The campus design will employ environmentally responsible design (and construction) practices, with emphasis on energy conservation. The State of Connecticut requires state-funded projects to be built using a high performance building standard (see Regulations of Connecticut State Agencies §§ 16a-38k-1 to 16a-38k-9). The U.S. Green Building Council LEED standards (Gold) are a goal for this Project, but no less than Silver will be accepted.

The Project will be funded in part by a school construction grant from the Connecticut Department of Administrative Services, Office of School Construction Grants (hereinafter referred to as the (“DAS/OSCG”). The Project must comply with the standards of DAS/OSCG, the Connecticut Building Codes governing School Construction, the Educational Specifications and requirements of the Board of Education of the Town of Greenwich and of the NLBC, the Town regulations, all requirements for accessibility to the handicapped, and any other applicable laws and regulations (hereinafter referred to as the “Project Requirements”).

The NLBC reserves the right to withdraw this Request for Qualifications and Request for Proposals (“RFQ/RFP”) at any time prior to execution of a contract awarded in connection herewith, to accept or reject any or all proposals or any part thereof, to waive defects in same, to waive technicalities, to accept any proposal and to award the contract or contracts, to the proposer or proposers that the NLBC, in its sole discretion, determines to be the most responsive, qualified, and responsible proposer (which may not be the proposer submitting the lowest priced proposal), and which award would be in the best interests of the Town.

Any proposal may be withdrawn prior to the proposal opening time and date. Any proposal received after the Submission Deadline of 11:00 a.m., July 28, 2016 will not be considered.

**2. SCOPE OF SERVICES:**

The objective of the Building Commissioning Services requested is to provide documented confirmation that the new facility fulfills the functional and performance requirements of the Town, the NLBC and the requirements of Connecticut General Statutes, Section 16a – 38k, and all applicable regulations promulgated in connection therewith. The NLBC is committed to securing commissioning services for the Project to systematically optimize

the building and ancillary systems so that they operate efficiently and effectively in accordance with the NLBCs Project Requirements (as hereafter defined), and that provide the facility staff with adequate system documentation and training. It is the intent of the NLBC to ensure that the fundamental systems are calibrated and operating as required to deliver functional and efficient performance.

The Project shall be designed to the **Connecticut High Performance Building Standards** following the required formal process, as indicated in the *regulations of C.G.S. Section 16a-38k (1 through 9)* and the **Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings**.

The Building Commissioning Services shall meet the mandatory requirements of Section 16a-38k-3(a) and those described in the Compliance Manual, State of Connecticut **“Capital Projects High Performance Buildings Guidelines”**, *State Department of Education (SDE) Guidelines and Bulletins*, State Department of Administrative Services, Division of Construction Services, Office of School Construction Grants, Supplement to the Guidelines and all other Project Requirements.

Proposers will be provided with a copy of the existing Programming Report and design documents for the Project to the extent completed.

The Commissioning Agent will be responsible for planning, managing, performing and reporting on the commissioning activities for the Project, utilizing the reporting formats and standardized forms provided by the Commissioning Agent whenever required, but on no less than a monthly basis by the 1<sup>st</sup> day of each month. The Commissioning Agent will submit deliverable reports to the NLBC according to a project schedule set by Commissioning Agent and approved by the NLBC. All commissioning tasks are to be conducted in a transparent manner and involve the building engineer and operations staff to the greatest degree possible. The Commissioning Agent will be engaged by and report directly to the NLBC.

The project delivery method to be employed for the construction of the Project will be a construction manager at risk with full design documents and specifications developed by an architectural/engineering firm. The NLBC will procure the construction manager who will be responsible for the construction of the Project (“CM”). The NLBC’s primary construction representative on-site will be the CM.

The Scope of the Building Commissioning Services is more particularly described on Exhibit A to this RFQ/RFP.

The systems to be commissioned shall include the following systems which are more particularly described on Exhibit A to this RFQ/RFP.:

1. Heating, ventilating, air conditioning, and refrigeration systems and associated controls,
2. Lighting and day-lighting controls,
3. Domestic hot water systems,
4. Renewable energy systems,
5. Water using systems, and
6. Building envelope systems

### **Terms and Conditions**

1. This RFQ/RFP does not commit **NLBC** to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a qualification in response to the RFQ/RFP.
2. The responses to this RFQ/RFP will become part of **NLBC** official files without any obligation on

**NLBC's part.**

3. Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any officer, agent, contractor or employee of **NLBC** for the purpose of influencing consideration of a qualification.
4. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) that may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purpose of: a) responding to this RFQ/RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
5. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFQ/RFP.
6. The proposer must promptly report to **NLBC** any conditions, transactions, situation, or circumstances that would impede, impair or delay the proper and timely performance of the Building Commissioning Services.
7. **NLBC** reserves the right to request that any proposer clarify its proposal as necessary for the evaluation of such proposal by the NLBC.
8. **The NLBC** reserves the right to discontinue its evaluation of submittals from any respondents who submit false, misleading or incorrect information.

### **3. QUALIFICATIONS**

It is the NLBC's desire for the Commissioning Agent to satisfy as many of the following qualifications as possible:

- Certification as a commissioning agent by the Building Commissioning Association or the Association of Energy Engineers. Certified Commissioning Professional (CCP) with the Building Commissioning Association or Certified Building Commissioning Professional (CBCP) with the Association of Energy Engineers is required.
- A current Connecticut Professional Engineering license or an S-1 license is required.
- Acted as the principal commissioning authority for at least three (3) projects of comparable size, type and scope.
- Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems.
- Extensive field experience. A minimum of five (5) full years in this type of work is required.
- Knowledgeable in building operation and maintenance and O&M training.
- Knowledgeable in national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
- Knowledgeable in test and balance of both air and water systems.
- Experienced in energy-efficient equipment design and control strategy optimization.
- Demonstrated experience with total building commissioning approach including building envelope, data and communication systems and other specialty systems.

- Direct experience in monitoring and analyzing system operations using energy management control system trending and stand-alone data logging equipment.
- Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
- Experienced in writing commissioning specifications, a minimum of five (5) years' experience.
- Experience with State of Connecticut Department of Administrative Services (DAS) Office of School Facilities (OSF)/School Construction Grant (SCG) process and administration.

The determination of a proposer's qualifications will be evaluated on the basis of the skill and experience set of the proposer and all subconsultants identified by the proposer as members of proposer's team.

An individual who is part of the proposer's team will be designated by the proposer as the commissioning authority for the Project and such individual will be responsible for the coordination of the commissioning activities from the technical perspective (the "Commissioning Authority"). This person will not necessarily be the team's overall project or contract manager. The individual designated as the Commissioning Authority must demonstrate significant in-building commissioning experience, including technical and management expertise on projects of similar scope as the Project. If the Commissioning Authority or the proposer does not have sufficient skills to commission a specific system, the proposal shall identify a qualified and properly licensed subconsultant to be engaged by the proposer to commission such system. Subconsultant qualifications shall be included and clearly designated in the proposer's response to this RFQ/RFP.

#### **4. REQUIREMENTS FOR RESPONSE TO REQUEST FOR QUALIFICATIONS**

Responses to the Request for Qualifications need not be voluminous, but shall provide sufficient information to allow the NLBC to evaluate the proposer's approach, experience, staff, availability and overall qualifications to provide the Building Commissioning Services.

The response to the Request for Qualifications, which shall be submitted in a separate sealed properly marked envelope, shall:

1. Be no longer than 20 single-sided pages, including graphics. A letter of introduction, section dividers, detailed resumes and the sample work products are not included in this limit.
2. Provide the name, address, telephone number and email address of the proposer.
3. Identify by name, address, and Project role, of each subconsultant to be engaged by proposer as a member of the proposer's team for the Project.
4. Be signed by a duly authorized officer of the proposing firm with the authority to commit the firm.
5. Include a completed Commissioning Firm Experience form (Exhibit 1) and the Commissioning Task Listing form (Exhibit 2) for the proposer and each subconsultant that is identified as a member of the proposer's team. List no more than four projects in Exhibit 2. Provide experience, project dates with a focus on projects completed within the last five (5) years.
6. List the individual(s) who will serve as the Commissioning Authority for the design phase and for the construction phase of the Project.
7. Include resumes for proposer's key staff and the key staff of each subconsultant identified as a member of the proposer's team ("Key Personnel"). The resumes shall include specific information about staff member's expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, sustainable design, etc.).

8. Briefly describe “relevant” experience (project phasing, life cycle costing, testing, adjusting and balancing, building simulation, IAQ, campus projects, etc.) of the proposer and each of the proposer’s subconsultants in the following areas. List involvement of key staff members in each case.
  - a) projects similar to the Project
  - b) O&M experience
  - c) energy-efficient equipment design and control strategy optimization
  - d) project and construction management
  - e) system design (specify)
  - f) troubleshooting
9. Describe proposer’s approach to managing the Building Commissioning Services for the Project expertly and efficiently, including distribution of tasks, travel, and duration of which staff will be on site during what periods of time, etc. Describe how proposer intends to determine the appropriate level of commissioning effort for the various systems and equipment.
10. Include, as an attachment, the following work products that members of the proposer’s team have developed. List the team member who actually wrote the document and the projects on which they were used. Work from the designated Commissioning Authority is preferred.
  - a) Commissioning plan that was executed (the process part of the plan)
  - b) an actual functional test procedure form that was executed
11. Include a statement of proposer’s insurance coverage (type, and dollar amount of coverage) that proposer maintains which are consistent with or more expansive than the insurance requirements set forth on Exhibit C. Proof of this insurance will be required prior to the award of any contract in connection with this RFQ/RFP.
12. Include signed unconditional and unmodified Acceptance of Contract (Exhibit 4).
13. Include completed and signed Noncollusion Affidavit (Exhibit 5).

Any proposal submitted in response to this RFQ/RFP that does not include all of the foregoing items shall render such submission incomplete, nonresponsive and subject to rejection by the NLBC.

## **5. REQUIREMENTS FOR RESPONSE TO REQUEST FOR PROPOSALS**

Responses to the Request for Proposals, which shall be submitted in a separate sealed properly marked envelope, shall include a completed fee schedule in the form attached hereto as Exhibit 3 reflecting a total fixed lump sum fee for all of the Building Commissioning Services and an allocation of such fee by Project phase and by task as reflected on Exhibit 3. All task amounts shall be all inclusive sums which include, without limitation, all associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Other than as are included in the fixed lump sum fee, the contract awardee shall not be entitled to reimbursement for any of its or its subconsultants’ costs or expenses associated with the performance of the Building Commissioning Services.

In addition, responses shall include all inclusive hourly rates for Proposer and each subconsultant which is identified by the Proposer as a member of proposer’s team. Such hourly rates, which shall be applicable to services beyond the scope of the Building Commissioning Services unless otherwise mutually agreed by the NLBC and the contract awardee, shall remain unchanged for the duration of the Building Commissioning Services and the Project.

## **6. SELECTION/EVALUATION PROCESS**

First, the NLBC shall review all responses to the Request for Qualifications and determine those proposers that are qualified to perform the Building Commissioning Services based on the responses to the Request for Qualifications, the qualifications described in Section 3 above and, the criteria set forth below (not necessarily listed in order of importance):

Commissioning Authority and Key Staff individual experience

Proposers recent past experience in performing similar services for similar projects

Expertise of the team in performing the services required for the Project

Management approach

Staff experience

Work examples

The NLBC shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the Building Commissioning Services and the proposer shall furnish the NLBC with information and data for this purpose as the NLBC may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the NLBC that the proposer is qualified to carry out the Building Commissioning Services properly and in accordance with the terms of the Contract.

Second, the NLBC will evaluate the responses to the Request for Proposals submitted by those proposers deemed to be qualified by the NLBC and determine the “four most responsible qualified proposers” The NLBC may interview some or all of the four most responsible qualified proposers and reserves the right to negotiate with one or more of such proposers regarding the tasks, staffing, schedule, and fee proposal submitted by such proposers. Negotiations may be formally terminated if they fail to result in agreement within a reasonable time period.

NLBC shall select, from the four most responsible qualified proposers, the proposer for Contract award that it determines, in its sole discretion, to be the most qualified responsible proposer for the Project and whose selection would best serve the interests of the Town. A proposer’s fee and hourly rates will only be one of the criteria considered by the NLBC in the evaluation of the proposals but the awardee will not necessarily be the proposer that proposes the lowest fee/rates.

## **6. QUESTIONS:**

Questions concerning this RFQ/RFP will be submitted by e-mail only to: [bid\\_department@greenwich.k12.ct.us](mailto:bid_department@greenwich.k12.ct.us). In the “Subject” line of each email insert “RFQ/RFP #2099-16. All questions must be received no later than 12 noon on **JULY 22, 2016**. All answers will be posted as an addendum to the Greenwich Public School’s website ([www.greenwichschools.org](http://www.greenwichschools.org)) no later than 12 noon on **July 25, 2016**. Failure to comply with these conditions will result in the proposer waiving the right to dispute the proposal specifications and conditions. It is the proposer’s responsibility to check the Greenwich Public School’s website for all addenda up to the day before the opening date.

## **7. CONTRACT:**

The contract attached hereto as Exhibit B (the “Contract”) is the form of contract that the contract awardee will be required to execute and deliver to the NLBC within five (5) days after delivery of such contract to the contract awardee. By submission of proposals in response to this RFQ/RFP, each proposer agrees that the terms and conditions set forth in the Contract are satisfactory and, if awarded the Contract, to execute such Contract in

accordance with the foregoing and in accordance with Exhibit 4, Acceptance of Contract, attached hereto. The NLBC reserves the right to modify the Contract as would be in the best interest of the Town.

**8. GENERAL TERMS AND CONDITIONS:**

**A. Tax:**

No amount shall be added for the Connecticut State Tax or Federal Tax. The Greenwich Public School system is exempt from payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

**B. Non-Resident Contractors:**

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

**C. Collusion Among Proposers:**

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the services contemplated will cause rejection of all proposals in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

Participants in such collusion may not be considered in future offers for the same services. Each proposer shall submit as part of its proposal, an executed Noncollusion Affidavit which is attached to this RFQ/RFP as Exhibit 5.

**D. Employment Discrimination by Contractor Prohibited:**

Harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws is prohibited by the NLBC and shall be prohibited by the contract awardee. .

The contract awardee agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contract awardee, in all solicitation or advertisement for employees placed by or on behalf of the awardee, will state that such awardee is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

**E. Use of Alcohol, Drugs and Tobacco**

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

**F. Project Funding:**

The obligations of the Town and the NLBC under any contract executed by or on behalf of the Town in connection with this RFQ/RFP are conditioned upon and subject to the appropriation of funds for the Project on an annual basis.

**EXHIBIT A**

**SYSTEMS TO BE COMMISSIONED:**

All energy-related systems in the Project shall be commissioned including, without limitation:

- (1) Heating, ventilating, air conditioning, and refrigeration systems and associated controls;
- (2) Lighting and day-lighting controls;
- (3) Domestic hot water systems;
- (4) Renewable energy systems; and
- (5) a. Plumbing Systems
  1. Domestic Water Piping Systems and Equipment (Cold, Hot, and Hot Water Return)
  2. Sanitary Waste Piping Systems and Equipment (Sanitary and Vent)
  3. Plumbing Fixtures (Toilet Rooms)
  4. Storm Drainage Systems
  
- b. Mechanical Systems
  1. Building Automation Systems
  2. Administrative Area new AHUs
  3. Exhaust Air Fans
  4. Pressure Reducing Stations
  5. Air Distribution Systems
  6. Air Terminal Units
  7. Reheat Coils
  8. Unit Heaters
  9. Steam Condensate Pump Equipment
  10. Toilet, and General Exhaust Air Systems
  11. Air Balance / Room Pressurization
  12. Existing Duct Pressure Testing
  
- c. Electrical Systems
  1. Main Normal Power Systems
  2. Emergency Power
  3. Automatic Transfer Switching
  4. Lighting & Lighting Controls (includes site lighting)
  5. Interfaces To Automated Temperature Control System
  6. Grounding Systems
  7. Replacement of Secondary Electrical Systems Service Protectors (if applicable)
  8. Main Switchboards (if applicable)
  9. New Bus Duct from Network Protectors to new Service Protectors (if applicable)
  10. New Electrical Closets Ground and Main Floors
  11. Uninterruptible Power Supply (UPS) Systems

- d. Life Safety Systems
  - 1. Fire Alarm Systems
  - 2. Fire Protection Systems and Components
  - 3. Egress Lighting
  - 4. Emergency Blue Light System (as applicable)
  
- e. Building Envelope
  - 1. Wall System
  - 2. Window System
  - 3. Roof System

## **SCOPE OF SERVICES**

Commissioning shall meet the requirements of the Leadership in Energy and Environmental Design at a minimum shall, at a minimum, meet the requirements of (LEED) Silver level certification from the United States Green Building Council (“LEED Silver Certification”). The Building Commissioning Services will include services during the design phase, the construction phase, the acceptance phase, and the post-occupancy phase, in compliance with all of the statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Connecticut Department of Administrative Services, Office of School Construction Grants and other State agencies having jurisdiction including, without limitation, the applicable Regulations of the State of Connecticut, the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings published by the Connecticut Office of Policy and Management, and the “Capital Projects High Performance Buildings Guidelines” published by the Connecticut Office of Policy and Management. An additional purpose of the commissioning process is to provide the NLBC and the Town with assurance that the mechanical, electrical, plumbing, fire protection, controls, building envelope, technology, and other systems have been installed according to the construction documents to be prepared by the Architect for the construction of the Project (the “Construction Documents”) and comply with the performance guidelines set out in the Construction Documents.

Commissioning is required as one quality measure of the construction of the building in order to assure that the final building meets the original intent of the NLBC’s design.

Following is a summary of the Building Commissioning Services that the Town and the NLBC require for the Project:

### **Commissioning Process During Design**

The commissioning process activities completed by the Commissioning Agent during the design phase include:

- 1. Develop a design phase commissioning plan that includes a management strategy and list of features and systems to be commissioned (both MEP systems and the building envelope). An initial draft of the plan shall be produced for review and comment by the NLBC, the CM and the Architect.
- 2. Work with the design team/CM to review the NLBC’s Project Requirements for the facility.
- 3. Work with the design team/CM in review of the Basis of Design.
- 4. Verify the Basis of Design in regard to the NLBC’s Project Requirements.
- 5. Participate in two (2) Integrated Design collaborative session design workshop prior to the Construction Documents phase.

6. Participate in two (2) Integrated Design collaborative session design workshop prior to the start of Construction.
7. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the requirements of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned. Functional test procedures shall be provided for all systems including, but not limited to, the following systems (Failure to include an item in this list shall not alleviate the Commissioning Agent's obligation to test all systems included in the building, assumed to require testing under commissioning systems criteria established throughout the design of the Project):
  - All air handling units and their associated heating and cooling coils, economizers, thermostats, etc.
  - All humidifiers
  - All exhaust fans
  - All return fans
  - All motorized dampers including demand controlled ventilators
  - All variable air volume (VAV) terminal units and associated reheat coils
  - All lab terminal units (supply and exhaust) and associated reheat coils
  - Chillers and all associated chilled water and condenser water pumps, etc.
  - Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
  - All heat exchangers and associated pressure relief valves (PRVs)
  - All energy recovery ventilation systems including enthalpy difference requirements between outdoor air and return air.
  - Cooling towers
  - Chilled water system
  - Refrigeration Systems
  - Domestic water heating system
  - Computer room air conditioning units and associated split system condensers
  - All unit heaters, cabinet heaters, etc.
  - Building automation system, including CO2 sensors, and component failure alarms
  - Direct Digital Controls and system interlocks, including occupancy sensors
  - Emergency generator and associated transfer panels
  - Lighting and Day Lighting control system

- Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
  - Renewable Energy Systems
  - Security Systems
  - Telecommunications Systems
  - Observation of the Infrared testing for electrical gear and panel boards
  - Envelope systems-Roof, Window, Door, Wall
8. Develop a commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
  9. Determine the commissioning requirements and activities to include in the Construction Documents, with review by the design team, for integration into the project's construction specifications.
  10. Perform commissioning design review at 80% completion of the Construction Documents and at 100% completion of the Construction Documents. Document design review comments and organize a review meeting with project team members.
  11. Perform a commissioning design review of the Construction Documents including the drawings and specifications. Document design review comments and organize a review meeting with project team members.

### **Commissioning Process During the Construction Phase**

The commissioning process activities accomplished by the Commissioning Agent during the construction phase include:

1. Organize the commissioning process components and participate in a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.
2. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
3. Perform site visits, to comply, to observe component and system installations. Accomplish a statistical review of construction focusing on the NLBC's design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the NLBC's design intent. Assist in resolving any discrepancies. Monthly site visits are required at a minimum during the first half of construction and bi-weekly site visits are required during the second half of construction.
4. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to the project team and NLBC for review and/or approval.
5. Organize and conduct periodic commissioning team meetings with the design team/CM necessary to plan, develop the scope, coordinate, schedule activities and resolve problems. At a minimum as required with LEED Specifications Monthly/Weekly/Daily attendance at a project meeting or commissioning meetings is required at a minimum with increasing frequency anticipated as the project nears completion.
6. Conduct a review of contractor submittals for commissioned systems concurrent with the design professional's review.
7. Review piping and ductwork pressure tests, system flushing and systems startup by reviewing reports and by selected site observation.

8. With necessary assistance and review from installing contractors, write the test procedures. Submit to A/E and NLBC for review and approval.
9. Assist the construction manager with the coordination of the contractors to execute the tests.
10. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until the performance specifications achieved.
11. Recommend approval of air and water systems balancing through statistical sampling of the report and separate field verification.
12. Maintain a master issues log and a separate testing record. Provide to the project team and NLBC written progress reports and test results with recommended actions.
13. Document the correction and retesting of non-compliance items by the contractor.
14. Develop a systems manual and energy management manual. The manual should cover the operations and maintenance of all HVAC and lighting systems and the facility staff should be trained in the use of the manual. The formats of the manual shall be PDF with at least two (2) sets. The deliverable date of the manual shall be at temporary certificate of occupancy.
15. Review, recommend pre-approval, and verify the training provided by the contractors to GPS Operations. All training should be recorded for future use if needed.
16. Comprehensive envelope commissioning in accordance with ASTM E779 and other applicable standards.

### **Commissioning Process During the Occupancy and Operations Phase**

The commissioning process activities accomplished by the Commissioning Agent during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Complete the final Commissioning Process Report.
3. Conduct a Near-Warranty End or post occupancy review. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the Systems Manual. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

### **Commissioning Agent Responsibilities**

In addition to duties described above, the Commissioning Agent will have the following responsibilities and authority:

1. Develop the commissioning specification for this project and submit to the architect for incorporation into the overall project documents.
2. Issue deficiency notices to the CM with copy to the NLBC and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to the NLBC.

The Commissioning Agent shall not be required to:

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1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Commissioning Agent may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the CM and the design team. The Commissioning Agent will report to the NLBC any deficiencies or discrepancies.
2. Issue change orders but will review change orders for compliance with the Construction Documents. Non-compliances will be reported to the NLBC.

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**EXHIBIT B**  
**CONTRACT**

EXHIBIT CInsurance Requirement Sheet

**Insurance Requirements:** Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
1. Commercial General Liability.
2. Town as additional insured.
3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$5,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- F. Other (Builder's Risk, etc.): \_\_\_\_\_.
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**  
**ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance)**  
**290 Greenwich Avenue, Greenwich, CT 06830.**

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+·VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable,

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provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The following will be named as additional insureds as regards the Commercial General Liability, Umbrella Liability, and Automobile Liability:

Town of Greenwich

Greenwich Board of Education

New Lebanon Building Committee

Tai Soo Kim Partners, LLC

Gilbane Building Company

**(SAMPLE ENDORSEMENT LETTER)**

**AGENT/BROKER  
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer  
Purchasing Department  
Town of Greenwich/Board of Education  
290 Greenwich Avenue – Havemeyer Building  
Greenwich, CT 06830

Re:

Town of Greenwich/Board of Education / **Contract #**

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	INSUREERS AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: <u>EA ACC</u> AGG		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE AGGREGATE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table style="width:100%; border: none;"> <tr> <td style="border: none; text-align: center;">WC STATU-</td> <td style="border: none; text-align: center;">OIF- ER</td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WC STATU-	OIF- ER
WC STATU-	OIF- ER						
	Professional Liability						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 The New Lebanon Building Committee, the Town of Greenwich, Greenwich Board of Education, Tai Soo Kim Partners, LLC, and Gilbane Building Company are listed as additional insured for contract no.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __	<b>CANCELLATION</b>
<b>Certificate Holder:</b> Town of Greenwich Board of Education 290 Greenwich Avenue Greenwich, CT 06830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE

**Exhibit 1: Commissioning Firm Experience**

[Fill out a separate form for proposer and each subconsultant identified by the proposer as a member of the proposer's team]

Company Name	Contact Person	Title
Address	City	State
		Zip/Postal Code
Telephone	Fax	E-Mail

**A. Description of Business:**

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**B. Commissioning Activities:**

Percentage of overall business devoted to commissioning services \_\_\_\_\_%

How long has the firm performed commissioning services \_\_\_\_\_years

Average number of commissioning projects performed each year since 2010: \_\_\_\_\_ projects

**C. Number of registered engineers on staff who have directed commissioning projects: \_\_\_\_\_**

**D. The firm has provided commissioning services for the following since 2010: (insert number of projects in each category as applicable)**

<u>Building Sector</u>	<u>New Construction Major Renovation</u>	<u>Existing Building Retro/Re</u>	<u>Equipment Replacement</u>
Schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office or retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospitals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laboratories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial / Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special purpose—prisons, museums, libraries, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other; Describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Exhibit 2: Commissioning Task Experience for Similar Projects**

[Fill out a separate form for proposer and each subconsultant identified by the proposer as a member of the proposer’s team]

<b>Project</b> (Name, Date, Bldg Size, Type, new or existing)	
<b><u>Owner Contact</u></b> (Title, City, State, and Phone)	
<b>Name &amp; Role of Persons(s) Assigned to Project by Firm</b> (identify any sub-consultants)	

	<b>Task</b>	<b>✓</b>	<b>Comments</b>
<b>Commissioning</b>	Developed Owner’s Project Requirements		
	Wrote commissioning plan		
	Wrote commissioning specs		
	Wrote construction checklists		
	Wrote functional test procedures		
	Witnessed and documented functional tests		
	Performed functional tests (hands-on)		
	Wrote systems manual		
	Used data loggers or EMS trend logs for testing		
	Developed or approved staff training		
	Reviewed completed O&M manuals		
<b>Management</b>	Commissioning provider was part of the firm		
	Supervised a sub-consultant commissioning provider to our firm.		

	Task	✓	Comments
	Worked with a commissioning provider hired by others		

	✓	System or Equipment
<b>Commissioning Tasks Performed</b>	<input type="checkbox"/>	Central building automation system
	<input type="checkbox"/>	All equipment of the heating, ventilating and air conditioning systems
	<input type="checkbox"/>	Enhanced Filtration Units
	<input type="checkbox"/>	Scheduled or occupancy sensor lighting controls
	<input type="checkbox"/>	Daylight dimming controls
	<input type="checkbox"/>	Refrigeration systems
	<input type="checkbox"/>	Emergency power generators and automatic transfer switching
	<input type="checkbox"/>	Uninterruptible power supply systems
	<input type="checkbox"/>	Life safety systems (fire alarm, egress pressurization, fire protection)
	<input type="checkbox"/>	Electrical (service switchgear, switchboards, distribution panels, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, over current protective devices, low voltage busway, thermographic survey, white sound system).
	<input type="checkbox"/>	Domestic and process water pumping and mixing systems
	<input type="checkbox"/>	Equipment sound control systems and testing
	<input type="checkbox"/>	Data and communication
	<input type="checkbox"/>	Paging systems
	<input type="checkbox"/>	Security system
	<input type="checkbox"/>	Irrigation
	<input type="checkbox"/>	Plumbing
	<input type="checkbox"/>	Vertical transport
	<input type="checkbox"/>	Building envelope including the different types of curtain wall assemblies (specify roofing, windows and doors, construction joints, etc.)
	<input type="checkbox"/>	Sustainability features
<input type="checkbox"/>	Effluent decontamination systems	
<input type="checkbox"/>	Process instrumentation and controls	
	<input type="checkbox"/>	Other: Describe as an attachment to this exhibit

**REFERENCES**

Please list Five (5) references where proposing firm has performed these services.

1.  
NAME AND ADDRESS

TELEPHONE #            FAX #            E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

2.  
NAME AND ADDRESS

TELEPHONE #            FAX #            E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

3.  
NAME AND ADDRESS

TELEPHONE #            FAX #            E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

4.  
NAME AND ADDRESS

TELEPHONE #            FAX #            E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

5.  
NAME AND ADDRESS

TELEPHONE #            FAX #            E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

**Exhibit 3: Fee Schedule**

<b>Task</b>	<b>Allocation(\$)</b>
<b>Pre-Design and Design Phase</b>	
1. Review NLBC's Project Requirements (per scope)	_____
2. Design documents reviews of plans, specifications; narratives	_____
3. Commissioning plan, specification development and bid meeting	_____
4. Other	_____
Subtotal	_____
<b>Construction Phase</b>	
1. Commissioning plan and submittal reviews	_____
2. Construction checklists; observation of installation and startup	_____
3. Functional test writing	_____
4. Functional test execution and documentation	_____
5. O&M manual preparation and training	_____
6. Compilation of commissioning record	_____
7. Systems manual development	_____
8. Other	_____
Subtotal	_____
<b>Occupancy and Operations Phases</b>	
1. Seasonal testing	_____
2. Near-warranty end review	_____
3. Final Commissioning Report	_____
3. Other	_____
4. Other	_____
Subtotal	_____
<b>TOTAL LUMP SUM FEE</b>	
_____	

**The Lump Sum Fee shall be inclusive of all of proposer's and its subconsultants' costs and expenses associated with the performance of the Building Commissioning Services.**

**EXHIBIT 4**

**ACCEPTANCE OF CONTRACT**

As a condition of satisfying the minimum qualifications of the 'Request for Proposals' #XXXX, issued by the New Lebanon Building Committee for Commissioning Agent Services, the undersigned, as part of its submission in response to that RFQ/RFP, hereby accepts the terms and conditions of the Contract included and attached to the RFQ/RFP as Exhibit B, without exception, and will execute the same within five (5) days after the completed contract is received by the undersigned.

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, *Its* \_\_\_\_\_

\_\_\_\_\_  
*Date*

**EXHIBIT 5**

**NONCOLLUSION AFFIDAVIT**

**GREENWICH PUBLIC SCHOOLS  
290 GREENWICH AVE  
GREENWICH, CONNECTICUT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:s.s.

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation communication or agreement with any other contractor, proposer/proposer or potential proposer/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a proposer/proposer or potential proposer/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the proposer/proposer is interested. Any or all proposers/proposers will be rejected if there is any reason for believing that collusion exists among the proposers/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each proposer/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

(6) \_\_\_\_\_ its affiliates, subsidiaries, officers,  
(NAME OF MY FIRM)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

(7) I agree to furnish and deliver all services on the date and time agreed on by \_\_\_\_\_ and the Greenwich Board of Education at  
(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a proposer/proposer submits a bid/proposer on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

(8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

(9) In submitting this proposal, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of such contract.

(10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract

and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

(11) The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Code of Ethics stated as follows:

1. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or
2. Indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.
3. **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use is office to exert his influence or to vote on such transaction or action.
5. **VENDOR INFORMATION.** (Please print the following)

---

VENDOR NAME

---

ADDRESS

---

TELEPHONE

---

FAX #

---

E-MAIL

---

WEB SITE

---

SALES REPRESENTATIVE NAME

---

TELEPHONE #

(12) By signing this bid/proposal the proposer/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion

among Proposers/Proposers Employment Discrimination by the Contractor Prohibited.

---

**AUTHORIZED SIGNATURE**

**TITLE**

**SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR  
THE COUNTY OF \_\_\_\_\_ AND THE STATE OF**

\_\_\_\_\_ **THIS** \_\_\_\_\_

**DAY OF \_\_\_\_\_, 2016**

\_\_\_\_\_ **MY COMMISSION EXPIRES** \_\_\_\_\_  
**NOTARY PUBLIC**

**State of Connecticut  
Town of Greenwich  
Contract**

Town Department: Greenwich Public Schools  
Division:  
Name and  
Address  
Of  
Contractor

Contract No.

Account Name:  
Account Code:

This Agreement made this between Town of Greenwich hereafter called the Town and \_\_\_\_\_, hereafter called the Contractor.  
Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to \_\_\_\_\_.
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH

By \_\_\_\_\_  
Its

CONTRACTOR

By \_\_\_\_\_  
Its

**CORPORATE ACKNOWLEDGEMENT**

STATE OF  
COUNTY OF

}

ss: \_\_\_\_\_, 2016

Personally appeared \_\_\_\_\_ of \_\_\_\_\_  
Name and title of Officer (Corporation)

Signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said \_\_\_\_\_, before me  
(Corporation)

\_\_\_\_\_  
Notary Public (seal)

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT**  
(delete words in parenthesis if not a partnership)

STATE OF  
COUNTY OF

ss: \_\_\_\_\_, 2016

Personally appeared \_\_\_\_\_, (one of the members of the partnership of) \_\_\_\_\_, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me

\_\_\_\_\_  
Notary Public (seal)

Approved as to legal sufficiency  
Date \_\_\_\_\_

\_\_\_\_\_  
Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date \_\_\_\_\_

\_\_\_\_\_  
Comptroller

## Commissioning Agent Services Agreement

This Agreement dated \_\_\_\_\_, 2016 (the "Agreement") by and between the Town of Greenwich (the "Town") acting by and through the New Lebanon Building Committee (the "NLBC") and \_\_\_\_\_, a \_\_\_\_\_, having offices located at \_\_\_\_\_ (the "CA").

WHEREAS, the Greenwich Board of Education (the "Board") intends to renovate the New Lebanon Elementary School (the "School") located at 25 Mead Avenue, Greenwich, Connecticut (the "Premises") as more particularly described in this Agreement (the "Project"); and

WHEREAS, the Board has contracted with Gilbane Building Company (the "Construction Manager") as the Construction Manager at Risk for the Project; and

WHEREAS, the Board has contracted with Tai Soo Kim Partners, LLC (the "Architect") as the Architect for the Project; and

WHEREAS, the Project will be funded in part with a grant from the State of Connecticut pursuant to Connecticut General Statutes §10-282, et seq.; and

WHEREAS, the Project is subject to the requirements of §16a-38k-1 through and including §16a-38k-9 of the Regulations of Connecticut State Agencies (the "Regulations"); and

WHEREAS, pursuant to Section 16a-38k-3(a) of the Regulations, the Town is required to engage an independent third party to act as a commissioning agent for the Project and to perform the responsibilities of the commissioning agent as described and set forth in the Regulations (the "Required Services"); and

WHEREAS, the Town wishes to engage the CA to perform the Required Services and to perform such other services as are described in this Agreement (such other services along with the Required Services, collectively the "Services") pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, for valuable consideration and the mutual promises set forth herein, the parties agree as follows:

### 1. SCOPE OF SERVICES:

The CA's Services, which are more comprehensively and particularly described on Exhibit A and Exhibit B to this Agreement, shall mean and include the Required Services and such other services as are necessary 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 Town's and the NLBC's goals and requirements, (ii) the Architect's basis of design, (iii) the Contract Documents for the Project; (iv) the Conditions (as hereafter defined); and (v) any additional requirements as are set forth on Exhibit A. The systems to be commissioned are set forth on Exhibit B. The scope of Services will also include the coordination and oversight of the training of the Board's facility management and maintenance personnel on proper equipment operation as well as verification of proper development of systems manuals in cooperation with the NLBC, the Architect and the Construction Manager including its subcontractors who installed the systems identified on Exhibit B.

The CA understands that performance of the Services will require communication with the Agencies (as hereafter defined) and with individuals designated by the NLBC, and the CA will, at no additional cost to the Town, so communicate and take all steps necessary to ensure compliance with the Conditions.

The "Agencies" are the Department of Administrative Services of the State of Connecticut (the "Department") including, without limitation, its Office of School Construction Grants and Department of Construction Services, the

Department of Education of the State of Connecticut, the Connecticut Department of Energy and Environmental Protection, and all other governmental authorities having regulatory or administrative jurisdiction over the Project and all representatives or designees of the Department or such other governmental authorities.

The "Conditions" include all of the statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Agencies including, without limitation, the Regulations, the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings published by the Connecticut Office of Policy and Management, and the "Capital Projects High Performance Buildings Guidelines" published by the Department.

2. QUALIFICATIONS:

The CA shall be certified as a commissioning agent by the Building Commission Association or the Association of Energy Engineers and shall either be a Professional Engineer (as defined in Section 391 of the Connecticut General Statutes) or have an S-1 license from the State of Connecticut. The CA shall remain so certified and hold such active licensing during the entire Term of this Agreement

3. TERM:

Services shall commence on \_\_\_\_\_ and continue until the Services are completed unless this Agreement is sooner terminated as provided herein (the "Term").

4. STANDARD OF CARE:

The CA shall be responsible for the performance of the Services as an independent contractor and in a manner (i) consistent with the instructions, guidance and directions provided by the NLBC to the CA; (ii) consistent with the terms and conditions of this Agreement; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound industry practices; (v) consistent and in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies authorities and courts having jurisdiction and the Conditions (collectively, the "Applicable Laws"); and (vi) as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project, the instructions of the NLBC and this Agreement (the standards of this Section 4 shall be referred to herein as the "CA's Standard of Care"). The CA shall exercise the CA's Standard of Care in performing all aspects of the Services.

5. SUBCONSULTANTS:

The CA shall be solely responsible for all subconsultants engaged by the CA to perform services in connection with this Agreement (each, a "Subconsultant", and collectively, "Subconsultants"). By appropriate written agreement, the CA shall require each of its Subconsultants, to the extent of the Services to be performed by such Subconsultant, to be bound to the CA by terms of this Agreement, and to assume toward the CA all the obligations and responsibilities, which the CA, by this Agreement, assumes toward the Town. Each sub-consulting agreement shall preserve and protect the rights of the Town under this Agreement with respect to the services to be performed by the Subconsultant so that sub-consulting thereof will not prejudice such rights, and shall allow to the Subconsultant, unless specifically provided otherwise in the sub-consulting agreement, the benefit of all rights, remedies and redress against the CA that the CA, by this Agreement, has against the Town.

6. COMPENSATION:

A. For the performance of the Services, the CA will be paid a fixed lump sum of \_\_\_\_\_ (\$ \_\_\_\_\_) which will be allocated by phase and by task as set forth on Exhibit C.

B. Neither the CA nor its subconsultants shall be entitled to reimbursement from the Town for any of their respective costs or expenses.

7. PAYMENTS:

The CA will submit invoices monthly on the basis of the percentage of completion of the Services per phase as set forth on Exhibit C. Payments will be made to the CA within forty-five (45) days after receipt of a properly submitted invoice. The CA will certify in writing that each amount invoiced is both accurate and commensurate with the Services performed under this Agreement.

To the extent that compensation hereunder is specified in this Agreement to be based on hourly rates, the applicable hourly rates shall be those set forth on Exhibit D (the "Hourly Rates"). The Hourly Rates shall be all inclusive rates which shall include, without limitation, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, miscellaneous absences, general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs. The Hourly Rates shall remain unchanged for the duration of the Project and until such time as the Services are completed.

## 8. CA RESPONSIBILITIES

A. Tools. The CA shall be responsible for providing all testing equipment devices. The Contractor will provide all tools to perform start-up checkout to functionally test equipment and systems.

B. Design. The CA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management but will assist with problem-solving and resolving non-conformance or deficiencies as requested by the NLBC.

C. Staffing. The CA will staff the Project with experienced and competent personnel acceptable to the NLBC. If the CA requires additional personnel to fulfill its obligations under this Agreement, it will provide such additional staff at no additional cost to the Town.

D. Subconsultants. Services of the CA will include the services of all professional and technical disciplines needed to perform the Services whether performed by the CA or by sub-consultants or subcontractors engaged by the CA. Should the CA require the services of sub-consultants or subcontractors at any time during the Term of this Agreement, the names and qualifications thereof will be submitted to the NLBC in writing for approval prior to their engagement by the CA.

E. Key Personnel. The key personnel of both the CA and its sub-consultants and subcontractors assigned to the Project have been identified in writing and were submitted to the NLBC before the execution of this Agreement. Any change in key personnel is subject to the NLBC's prior approval, which will not be unreasonably withheld. The NLBC may, at any time, require the CA to replace any individual deemed unsuitable by the NLBC for the performance of Services under this Agreement with an individual acceptable to the NLBC.

F. Project Administration. The CA will provide all project administration services necessary to facilitate the orderly progress of the Services, including supervision of the work of the CA's in-house personnel, direction of the CA's sub-consultants or subcontractors, coordination of information flow and decision making, and progress monitoring and reporting. The CA acknowledges that it is essential that all sub-consultants' and subcontractors' services be coordinated. The CA will coordinate the services of all of its sub-consultants or subcontractors.

G. Applicable Law and Conditions. The CA will consult with proper State authorities, code enforcement agencies, and authorities having jurisdiction to determine all applicable laws, codes, LEED Certification requirements, statutes, regulations and ordinances applicable to the Services. The CA will become informed as to specific institutional conditions that might affect its contemplated Services or the hours or season of its execution, use of adjacent areas and interruptions of institutional routine. The Services furnished hereunder will reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice and, as appropriate, shall implement such safeguards and precautionary measures.

H. Communications. The CA will communicate with the NLBC through, and receive directions from \_\_\_\_\_ (the “NLBC’s Designated Representative”), who shall be the NLBC’s designated representative for the Project. The NLBC shall communicate with the CA through \_\_\_\_\_ (the “CA’s Designated Representative”) who shall be the CA’s designated representative for the Project.

I. Commissioning Authority. The CA has also designated \_\_\_\_\_ as the commissioning authority for the Project (the “Commissioning Authority”) who shall be responsible for the coordination of the Services from the technical perspective on behalf of the CA.

## 9. DELIVERABLES

CA will provide the following to the NLBC:

- A. Commissioning Plans as described in Exhibit A hereto.
- B. Logs, manuals and reports as developed during the performance of the Services as set forth in Exhibit A.
- C. Such other documents as required by and referenced in this Agreement.

## 10. SCHEDULE

The CA shall provide the Services in accordance with the schedule attached hereto as Exhibit E, as such schedule may be amended with the approval of the NLBC (such schedule as it may be amended with the NLBC’s approval, the “Schedule”).

## 11. ADDITIONAL SERVICES

To the extent that the NLBC requests that the CA provide services that are beyond the scope of Services included under this Agreement, such services shall constitute Additional Services for which the CA shall be entitled to compensation based on the Hourly Rates unless the CA and the NLBC mutually agree to a lump sum price for such Additional Services. Prior to performing any services that the CA believes constitute Additional Services, the CA shall obtain the written consent of the NLBC to perform such services as Additional Services. If the CA fails to obtain such consent, such services shall be compensated as services within the scope of Services under this Agreement.

## 12. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this Agreement will become the exclusive property of the Town, and that the NLBC will have the right to immediate possession and use thereof. The Town agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the Project and its operation, maintenance and repair, unless written consent is obtained from the CA. Such consent will not be unreasonably withheld by the CA provided the Town agrees that upon any alterations of the CA’s documents by others, or upon reuse of the documents for any other project, the CA will be relieved by the Town of any and all responsibility arising out of such alterations or reuse. The provisions of this Section 12 will survive the termination of this Agreement and will thereafter remain in full force and effect.

## 13. INSURANCE

The CA for the duration of this Agreement, including any extension of the original Term, must carry insurance to protect the interests of the NLBC, the Town, the Board, the Architect and the Construction Manager. The CA must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as set forth in Exhibit F, all at no cost to the Town.

#### 14. NONPERFORMANCE

If the CA does not fulfill or complete the Services in a timely and adequate manner, payments may be withheld from the CA until such time as the Services are brought up to date in an adequate manner. The amount withheld will be determined by the NLBC. If the Town is harmed by the CA's nonperformance, the Town will be granted fair and equitable compensation by the CA as determined by the NLBC.

#### 15. INDEMNIFICATION AND DISPUTE RESOLUTION

A. To the maximum extent allowed by law, the CA will indemnify, defend and hold harmless the Town, the NLBC, the NLBC's Designated Representative, the Board, and all of their respective directors, officers, owners, agents, representatives, and employees, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the Agreement or breach of warranty by, or fault of, the CA, its subconsultants, subcontractors, or anyone for whom any of them is responsible in the performance of the Services. This indemnification will survive the completion of the Project and the termination of this Agreement, as applicable, to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the CA to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

B. In the event of any disputed claims between the parties under the Agreement, the parties agree to submit the disputes to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties are not successful in resolving the dispute through the mediation within thirty days of the submittal to mediation, then the parties may pursue such other legal remedies as are available to them under Connecticut law.

#### 16. CONFIDENTIALITY OF DOCUMENTS

A. The CA agrees on behalf of the CA and the CA's principals, employees, agents, heirs, successors and assigns that they will utilize drawings, specifications, maps, reports, records or other documents which come into the CA's possession in the course of the performance of the Services only to the extent necessary for the performance of the Services, and CA's obligations and duties under this Agreement. This limitation on use applies to those items produced by the CA, as well as to those items received by the CA from the NLBC or others in connection with the Services, obligations and duties under this Agreement.

B. The CA further agrees that said drawings, specifications, maps, reports, records and other documents will not be released to any other entity or person except for the sole purpose of the Services to be performed under this Agreement, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the NLBC.

C. The CA further agrees that the following provision will be included in its contracts with sub-consultants and subcontractors:

"Any and all drawings, specifications, maps, reports, records or other documents associated with the services to be performed under this contract will be utilized only to the extent necessary for the performance of such services. Said drawings, specifications, maps, reports, records and other documents will not be released to any other entity or person except for the sole purpose of the services described in this contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the New Lebanon Building Committee. When any such drawings, specifications, maps, reports, records or other documents are no longer needed for the Project, they will be destroyed."

17. CONNECTICUT SALES AND USE TAX

The Town is tax-exempt. The CA shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the compensation to be paid to the CA hereunder.

18. THIRD PARTIES

Nothing contained in this Agreement will be deemed to create a contractual relationship between any third party and the Town, the Board, the NLBC or the CA, or be deemed to give any third party any claim or right of action against the Town, the Board, the NLBC or the CA which does not otherwise exist without regard to this Agreement.

19. RECORDS:

A. Records of services performed on an hourly basis (to the extent applicable), will be kept on the basis of generally accepted accounting principles, and will be available to the NLBC's authorized representative at mutually convenient times.

B. The CA will permit the Town, the NLBC or their respective duly authorized representatives to examine and copy books and records of the CA relative to charges for Additional Services, alleged breaches of the Agreement, settlement of claims, or any other matter involving the CA's demand for additional compensation from the Town. The CA will also permit such examination and copying of its records as the NLBC or the Town may deem necessary, excepting papers and records preceding the execution of the Agreement that are not a matter of record with the Town, in order to determine that the CA has complied with all laws and regulations pertaining to this Agreement, such as, but not limited to, Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

C. The CA further agrees that it will keep all records relating to this Agreement until the expiration of six (6) years after final payment under this Agreement is made, or six (6) months after settlement of any disputes, whichever may be later.

D. The CA further agrees that it and its sub-consultants and subcontractors will permit the NLBC and the Town, at their own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Agreement.

20. SUSPENSION OF SERVICES

A. The NLBC, at any time, may suspend all or any part of the Services by five (5) days written notice of suspension delivered to the CA. In the event of suspension by the NLBC, the CA will be entitled to compensation for Services performed in accordance with this Agreement. Should the NLBC thereafter reactivate the suspended Services, in whole or in part, all terms and conditions of this Agreement shall continue to apply with the exception of the Schedule for the Services which adjusted as deemed appropriate by the NLBC to account for the suspension.

B. In the event the NLBC suspends the Services as described above, the NLBC will be entitled to all finished and unfinished documents prepared by or on behalf of the CA pursuant to this Agreement.

C. Upon the NLBC's reactivation of the Services after a suspension described above, should the CA be unwilling or unable at that time to perform the Services required by this Agreement, all finished or unfinished documents prepared pursuant to this Agreement will become the property of the Town and the NLBC will have the right to immediate possession and use thereof.

21. TERMINATION OF THE AGREEMENT:

A. The NLBC may terminate this Agreement, whether for cause (failure of the CA to fulfill its obligations under this Agreement) or for convenience, whenever the NLBC determines that such termination is in the best interest of the Town, by delivery to the CA of a written notice of termination. The notice of termination will be sent in accordance with Section 26 hereafter. Unless the notice directs otherwise, upon receipt of a notice of termination, the CA will immediately discontinue all Services affected and deliver to the NLBC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CA in performing its duties under this Agreement, whether completed or in progress. All such documents, information, and materials will become the property of the Town.

B. If the termination is for the convenience of the Town, the CA will be entitled to receive compensation for Services performed in accordance with this Agreement and accepted by the NLBC. No amount will be allowed for anticipated profit on unperformed Services.

C. If the termination is for cause, the NLBC may take over the Services and prosecute the same to completion. In such event, the CA will be liable to the Town for any additional costs assessed to the Town as a result of the CA's failure to fulfill its obligations under this Agreement.

D. If after notice of termination for cause it is determined that the CA had not so failed, the termination will be deemed to have been effected for the convenience of the Town. In such event, the CA will be entitled to reasonable compensation provided in paragraph B of this Section 21.

E. The rights and remedies provided in this Section 21 are in addition to any other rights and remedies provided by law or under this Agreement.

22. FORCE MAJEURE

If the CA is delayed at any time in the commencement or progress of the Services by an act or neglect of the NLBC, the Town, the NLBC's Designated Representative, the Construction Manager, or of an employee of any of them; or by changes ordered in the Services; or by Act(s) of God, riots, strikes, labor difficulties, epidemics, fire, earthquakes, terrorist events, and/or any other cause or event beyond the control of the CA; or by delay authorized by the NLBC pending mediation; or by other causes that the NLBC determines may justify delay, then the Schedule shall be adjusted by written agreement of the parties for such reasonable time as the NLBC may determine provided that the CA notifies the NLBC in writing of the alleged cause of such delay within ten (10) days after the CA became aware of the delay-precipitating event.

23. CONFLICTS/INCONSISTENCIES

In the event of any inconsistencies within or between any parts or provisions of this Agreement any Exhibit or attachment to this Agreement or any applicable standards, codes or ordinances, the CA will (1) provide the better quality or greater quantity of Services; or (2) comply with the more stringent requirement; either or both in accordance with the NLBC's interpretation.

24. WAIVERS

All conditions, covenants, duties, and obligations contained in this Agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party will not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

25. SEVERABILITY

If this Agreement contains any unlawful or unenforceable provision not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same will be deemed to be of no effect, and will, upon the application of either party, be stricken from this Agreement without affecting the binding force of the Agreement as it will remain after omitting such provisions.

26. NOTICE

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and deemed to have been properly given if such written notice is delivered by personal delivery, facsimile with confirmed receipt, Federal Express or other reputable express carrier for next business day delivery (charges prepaid by shipper), or by United States mail, registered or certified with return receipt requested, proper postage prepaid. Until such time as written notice is received by a party (which notice is in compliance with this section), that the other party has changed its address, the addresses to be used by the parties for notice purposes shall be as follows:

If to the NLBC: \_\_\_\_\_.

If to the CA: \_\_\_\_\_.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut in all respects, including all matters of construction, validity and performance, except for its choice of law provisions. The parties agree to be contractually bound to submit themselves to the jurisdiction of the courts of Connecticut.

28. INCORPORATION OF LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

29. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all exhibits and schedules attached hereto, is the entire agreement between the CA and the Town and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the CA and the Town.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**Town of Greenwich acting by and through the New Commissioning Agent:  
Lebanon School Building Committee:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits:**

Exhibit A - Scope of Services

Exhibit B - Systems/Equipment to be Commissioned

Exhibit C - Compensation

Exhibit D - Hourly Rates

Exhibit E - Commissioning Schedule

Exhibit F - Insurance Requirements

Exhibit G - CA's Fee Proposal

Exhibit H - RFQ/RFP

## EXHIBIT A

### SCOPE OF SERVICES

Commissioning shall meet the requirements of the Leadership in Energy and Environmental Design at a minimum shall, at a minimum, meet the requirements of (LEED) Silver level certification from the United States Green Building Council (“LEED Silver Certification”). The Building Commissioning Services will include services during the design phase, the construction phase, the acceptance phase, and the post-occupancy phase, in compliance with all of the statutory and regulatory requirements and all guidelines and standards imposed on the Project by the Connecticut Department of Administrative Services, Office of School Construction Grants and other State agencies having jurisdiction including, without limitation, the applicable Regulations of the State of Connecticut, the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings published by the Connecticut Office of Policy and Management, and the “Capital Projects High Performance Buildings Guidelines” published by the Connecticut Office of Policy and Management. An additional purpose of the commissioning process is to provide the NLBC and the Town with assurance that the mechanical, electrical, plumbing, fire protection, controls, building envelope, technology, and other systems have been installed according to the construction documents to be prepared by the Architect for the construction of the Project (the “Construction Documents”) and comply with the performance guidelines set out in the Construction Documents.

Commissioning is required as one quality measure of the construction of the building in order to assure that the final building meets the original intent of the NLBC’s design.

Following is a summary of the Building Commissioning Services that the Town and the NLBC require for the Project:

#### **Commissioning Process During Design**

The commissioning process activities completed by the Commissioning Agent during the design phase include:

1. Develop a design phase commissioning plan that includes a management strategy and list of features and systems to be commissioned (both MEP systems and the building envelope). An initial draft of the plan shall be produced for review and comment by the NLBC, the CM and the Architect.
2. Work with the design team/CM to review the NLBC’s Project Requirements for the facility.
3. Work with the design team/CM in review of the Basis of Design.
4. Verify the Basis of Design in regard to the NLBC’s Project Requirements.
5. Participate in two (2) Integrated Design collaborative session design workshop prior to the Construction Documents phase.
6. Participate in two (2) Integrated Design collaborative session design workshop prior to the start of Construction.
7. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the requirements of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned. Functional test procedures shall be provided for all systems including, but not limited to, the following systems (Failure to include an item in this list shall not alleviate the Commissioning Agent’s obligation to test all systems included in the building, assumed to require testing under commissioning systems criteria established throughout the design of the Project):

- All air handling units and their associated heating and cooling coils, economizers, thermostats, etc.
  - All humidifiers
  - All exhaust fans
  - All return fans
  - All motorized dampers including demand controlled ventilators
  - All variable air volume (VAV) terminal units and associated reheat coils
  - All lab terminal units (supply and exhaust) and associated reheat coils
  - Chillers and all associated chilled water and condenser water pumps, etc.
  - Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
  - All heat exchangers and associated pressure relief valves (PRVs)
  - All energy recovery ventilation systems including enthalpy difference requirements between outdoor air and return air.
  - Cooling towers
  - Chilled water system
  - Refrigeration Systems
  - Domestic water heating system
  - Computer room air conditioning units and associated split system condensers
  - All unit heaters, cabinet heaters, etc.
  - Building automation system, including CO2 sensors, and component failure alarms
  - Direct Digital Controls and system interlocks, including occupancy sensors
  - Emergency generator and associated transfer panels
  - Lighting and Day Lighting control system
  - Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
  - Renewable Energy Systems
  - Security Systems
  - Telecommunications Systems
  - Observation of the Infrared testing for electrical gear and panel boards
  - Envelope systems-Roof, Window, Door, Wall
8. Develop a commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
  9. Determine the commissioning requirements and activities to include in the Construction Documents, with review by the design team, for integration into the project's construction specifications.
  10. Perform commissioning design review at 80% completion of the Construction Documents and at 100% completion of the Construction Documents. Document design review comments and organize a review meeting with project team members.
  11. Perform a commissioning design review of the Construction Documents including the drawings and specifications.

Document design review comments and organize a review meeting with project team members.

### **Commissioning Process During the Construction Phase**

The commissioning process activities accomplished by the Commissioning Agent during the construction phase include:

1. Organize the commissioning process components and participate in a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.
2. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
3. Perform site visits, to comply, to observe component and system installations. Accomplish a statistical review of construction focusing on the NLBC's design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the NLBC's design intent. Assist in resolving any discrepancies. Monthly site visits are required at a minimum during the first half of construction and bi-weekly site visits are required during the second half of construction.
4. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to the project team and NLBC for review and/or approval.
5. Organize and conduct periodic commissioning team meetings with the design team/CM necessary to plan, develop the scope, coordinate, schedule activities and resolve problems. At a minimum as required with LEED Specifications Monthly/Weekly/Daily attendance at a project meeting or commissioning meetings is required at a minimum with increasing frequency anticipated as the project nears completion.
6. Conduct a review of contractor submittals for commissioned systems concurrent with the design professional's review.
7. Review piping and ductwork pressure tests, system flushing and systems startup by reviewing reports and by selected site observation.
8. With necessary assistance and review from installing contractors, write the test procedures. Submit to A/E and NLBC for review and approval.
9. Assist the construction manager with the coordination of the contractors to execute the tests.
10. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until the performance specifications achieved.
11. Recommend approval of air and water systems balancing through statistical sampling of the report and separate field verification.
12. Maintain a master issues log and a separate testing record. Provide to the project team and NLBC written progress reports and test results with recommended actions.
13. Document the correction and retesting of non-compliance items by the contractor.
14. Develop a systems manual and energy management manual. The manual should cover the operations and maintenance of all HVAC and lighting systems and the facility staff should be trained in the use of the manual. The formats of the manual shall be PDF with at least two (2) sets. The deliverable date of the manual shall be at temporary certificate of occupancy.
15. Review, recommend pre-approval, and verify the training provided by the contractors to GPS Operations. All training should be recorded for future use if needed.
16. Comprehensive envelope commissioning in accordance with ASTM E779 and other applicable standards.

## **Commissioning Process During the Occupancy and Operations Phase**

The commissioning process activities accomplished by the Commissioning Agent during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Complete the final Commissioning Process Report.
3. Conduct a Near-Warranty End or post occupancy review. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the Systems Manual. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

## **Commissioning Agent Responsibilities**

In addition to duties described above, the Commissioning Agent will have the following responsibilities and authority:

1. Develop the commissioning specification for this project and submit to the architect for incorporation into the overall project documents.
2. Issue deficiency notices to the CM with copy to the NLBC and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to the NLBC.

The Commissioning Agent shall not be required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Commissioning Agent may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the CM and the design team. The Commissioning Agent will report to the NLBC any deficiencies or discrepancies.
2. Issue change orders but will review change orders for compliance with the Construction Documents. Non-compliances will be reported to the NLBC.

## EXHIBIT B

### A. Systems/Equipment to be commissioned include:

All energy-related systems in the Project shall be commissioned including, without limitation:

- (1) Heating, ventilating, air conditioning, and refrigeration systems and associated controls;
- (2) Lighting and day-lighting controls;
- (3) Domestic hot water systems;
- (4) Renewable energy systems; and
- (5) a. Plumbing Systems
  1. Domestic Water Piping Systems and Equipment (Cold, Hot, and Hot Water Return)
  2. Sanitary Waste Piping Systems and Equipment (Sanitary and Vent)
  3. Plumbing Fixtures (Toilet Rooms and Laboratories)
  4. Storm Drainage Systems
- b. Mechanical Systems
  1. Building Automation Systems
  2. Administrative Area new AHUs
  3. Exhaust Air Fans
  4. Pressure Reducing Stations
  5. Air Distribution Systems
  6. Air Terminal Units
  7. Reheat Coils
  8. Unit Heaters
  9. Steam Condensate Pump Equipment
  10. Toilet, General, And Laboratory Exhaust Air Systems
  11. Air Balance / Room Pressurization
  12. Existing Duct Pressure Testing
- c. Electrical Systems
  1. Main Normal Power Systems
  2. Emergency Power
  3. Automatic Transfer Switching
  4. Lighting & Lighting Controls (includes site lighting)
  5. Interfaces To Automated Temperature Control System
  6. Grounding Systems
  7. Replacement of Secondary Electrical Systems Service Protectors (if applicable)
  8. Main Switchboards (if applicable)
  9. New Bus Duct from Network Protectors to new Service Protectors (if applicable)
  10. New Electrical Closets Ground and Main Floors
  11. Uninterruptible Power Supply (UPS) Systems

d. Life Safety Systems

1. Fire Alarm Systems
2. Fire Protection Systems and Components
3. Egress Lighting
4. Emergency Blue Light System

e. Building Envelope

1. Wall System
2. Window System
3. Roof System

COMPENSATION

EXHIBIT C

EXHIBIT D

HOURLY RATES

EXHIBIT E

SCHEDULE

## EXHIBIT F

- A. Statutory Workers' Compensation and Employers' Liability:
- a. Workers' Compensation: Statutory limits
  - b. Employers' Liability:
    - Bodily injury by accident: \$100,000 each accident
    - Bodily injury by illness: \$100,000 each employee  
\$500,000 policy limit
- B. Commercial General Liability:
- Combined single limit: \$1,000,000 each occurrence  
\$2,000,000 annual aggregate
- C. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
- Combined single limit: \$1,000,000 each occurrence
- D. Umbrella Liability: \$5,000,000 each occurrence  
following form

E. Professional Services Liability Insurance: The CA will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$5,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the CA agrees to purchase additional insurance in order to maintain the minimum coverage of \$5,000,000.00. The insurance will remain in effect during the entire duration of this Agreement and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the CA agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. The CA will contractually require its subconsultants to maintain professional liability insurance in the same amount and with the same provisions indicated above. The CA's policy will provide coverage for the CA's indemnity obligations under Section 15 of the Agreement.

All required insurance policies will be issued by an insurance company or companies satisfactory to the NLBC. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.

Such insurance policies will name the **Town of Greenwich, the New Lebanon Building Committee, the Greenwich Board of Education, Tai Soo Kim Partners, LLC, Gilbane Building Company** and their respective, officers, officials, agents, representatives, and employees, as additional insureds, except that the foregoing will not be named as additional insureds with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required by the terms of the Agreement, including without limitation, this Exhibit, will be filed with the New Lebanon Building Committee prior to the time this Agreement is executed on behalf of the Town.

Each of the required insurance policies shall include an endorsement to such policy that the Town and the NLBC will be notified thirty (30) days prior to the cancellation or expiration of any of such policies. Further, the CA shall provide written notification to the Town and the NLBC of the cancellation or expiration of any insurance required hereby within five (5) business days of the date the CA is first aware of such cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

EXHIBIT G

CA'S FEE PROPOSAL

EXHIBIT H

RFQ/RFP