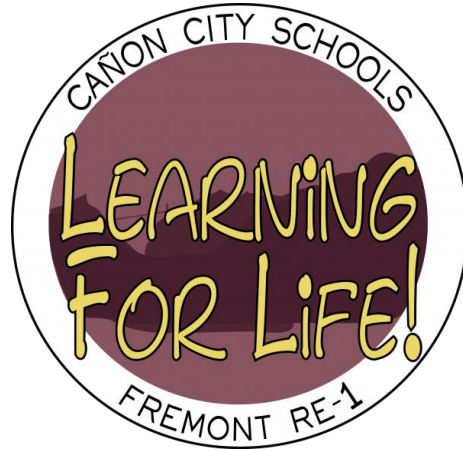


**Fremont RE-1 Canon City Schools  
Canon City Middle School New Construction & Renovation  
Washington Elementary School New Construction**



**REQUEST FOR QUALIFICATIONS/PROPOSAL -  
LEEDv4 COMMISSIONING SERVICES**

**Owner's  
Representative:**

**RLH engineering, inc.**

Owner's Representative, Facility Planning, & Environmental Services

**601 Gyrfalcon Court, Unit A  
Windsor, Colorado 80550  
970-686-5695  
970-686-5696 fax**

### **Project Description**

Canon City Schools invites your firm to submit a proposal and qualifications for LEEDv4 Commissioning Services. The District is conducting a qualifications-based selection process (with consideration of cost proposal) to retain a firm (or firms) for these services, related to the construction of

- A new and renovated 77,288 (+/-) SF middle school facility to be located at 1215 Main Street in Canon City, CO 81212.  
The project will be funded through the District's local taxpayers and a Colorado Department of Education (CDE) Building Excellent Schools Today (BEST) grant.
- A new 46,994 (+/-) SF elementary school to be located at 606 N.9<sup>th</sup> Street in Canon City, CO 81212

### **RFQ/P TIMELINE AND GENERAL REQUIREMENTS** (Dates are tentative and subject to change)

- 12/3 Issue RFQ/P to Commissioning Firms
- 12/10 Questions due @ RLH Engineering, 12pm
- 12/11 Response to questions
- 12/14 RFQ/P due RLH Engineering NLT 3pm
- 12/17-12/21 RFQ/P screening by district committee
- 12/21 Notify Commissioning Firms of final selection
- May 2019 Groundbreaking ceremony

Prospective Commissioning Firms must submit two (2) hard-copy original of qualifications statement/proposal in a sealed package, clearly identifying that this is a response to this RFQ/P, addressed to the District's Owner's Representative:

Zach Minniear  
RLH Engineering, Inc.  
601 Gyrfalcon Court, Unit A  
Windsor, CO 80550  
970-686-5695

Additionally, an electronic version, in pdf format, of the RFQ/P response shall be submitted on "flash drive" or forwarded to [zminniear@rlhengineering.com](mailto:zminniear@rlhengineering.com) by the submittal deadline.

**Responses to the RFQ/P will be accepted no later than December 14, 2018 at 3:00 PM**

### **COMMUNICATION AND QUESTIONS**

All official communication with Applicants and questions regarding this RFQ/P will be via email to the Owner's Representative: Zach Minniear, RLH Engineering, Inc., at [zminniear@rlhengineering.com](mailto:zminniear@rlhengineering.com). Applicants are not to contact the school district or CDE's Capital Construction BEST program staff directly. The deadline for submitting questions for clarification is December 10, 2018 at 12:00 PM. A one-time response to the questions will be provided to all registered RFQ/P holders no later than December 11, 2018; applicants must send an "intent to submit" email to be added to the question-response

distribution. The District reserves the right to accept or reject any or all qualification statements depending on the best interests of the District. All costs incurred by prospective commissioning firms associated with qualification statement preparation, interviews and contract negotiations are the responsibility of the commissioning firm.

**Scope of Services (Exhibit A):**

Proposal for Commissioning Services shall include as a minimum the following:

**A. Scope of Work**

The purpose of the commissioning process is to assist in providing Canon City Schools a high level of assurance that the numerous complex systems have been installed in the prescribed manner for the various schools:

The District's goals for the commissioning process include:

- To ensure that intended design performance is achieved, and to verify that the equipment is installed per manufacturer's recommendations.
- Verify systems receive operational checkout by contractors.
- Improve occupant satisfaction and reduce warranty callbacks.
- Improve final acceptance and improve systems reliability.
- Assist in evaluating energy savings options associated with LEEDv4 Building Design and Construction (BD+C) Guidelines.

**B. Equipment and Systems to be commissioned**

Generally, Commissioning shall be performed for the following systems: Mechanical (including HVAC&R equipment and controls), Plumbing (including domestic hot water systems, pumps, and controls), Electrical (including service, distribution, lighting, and controls, including daylighting controls), and Renewable energy systems. The building envelope systems shall be covered in the OPR and BOD as part of the base fundamental and enhanced commissioning services. Mechanical systems being considered at this time for the facility include:

- (reference options provided in SD Attachments)

**C. Commissioning Team**

The commissioning team will be headed by the commissioning agent (CxA) and will consist of (as applicable) an owner's representative (OR), architect-engineer (AE-DB), construction contractor (GC-DB), relevant contractors and subcontractors (including controls and test-and-balance), relevant sub-consultants/contractors and facility operating staff. The CxA will be involved in all of the following phases: design, construction, acceptance, and warranty.

Indicate in your response if the CxA is qualified to perform HVAC and Lighting Controls or if the commission of those systems will be by more than one person.

The team will meet as needed to review the commissioning process. Meetings will be coordinated between the CxA and the Design Builder and scheduled well in advance of the planned meeting time. The lead person from each of the above-mentioned team sub-

groups should attend the commissioning coordinator's meeting. Communication, documentation and cooperation are critical to the commissioning task. All team members must emphasize these points to help make the process run smoothly and successfully. Meeting minutes will be documented by the CxA and distributed to the commissioning team.

#### **D. Tasks and Responsibilities**

The tasks and responsibilities for the commissioning (Cx) process are listed below. For the most part, the tasks happen sequentially, although some are ongoing and overlapping. Regardless of the activities represented in this RFQ/P the CxA shall satisfy the LEEDv4 BD+C guidelines to meet the certification requirements. In some cases, this RFQ/P represents requirements exceeding the minimum guidelines. Below is a description of each task:

##### **1) Base Bid: Fundamental Commissioning and Verification + Enhanced Systems Commissioning (Option 1, Path 1 per LEEDv4)**

- a. **Issuance of Owner's Project Requirements (OPR):** CxA will meet with the Owner, Owner's Representative and DB to develop an OPR document. This document will assist the DB in developing a Basis of Design (BOD) for the project and LEED documentation. Support the commissioning team during this effort with the selection of commissioning alternates and clarify the scope and budget of the selected commissioning process.
- b. **Commissioning Plan:** Develop a plan intended to give an overall view of the process, a good idea of the various stages of commissioning, and what items will be involved or needed at each stage. Update the Cx plan as needed to reflect any changes to the OPR or BOD.
- c. **Design Review:** The CxA will review the OPR, BOD, and at a minimum three design submittals (50% DD, 50% CD and 95% CD are anticipated, but could be adjusted with coordination with the OR) and offer energy-efficiency, commissioning, and O&M related input, including test-and-balance and will include a letter-report to the design team. The CxA shall attend design meetings when applicable, review sequences of operation, and prepare appropriate reports.
- d. **Commissioning Specifications:** Develop and incorporate commissioning requirements into the construction documents prior to the beginning of construction. This should include requirements for both fundamental and enhanced commissioning.
- e. **Commissioning Kickoff Meeting:** The CxA will conduct a kickoff meeting with the commissioning team to introduce the team, identify roles and responsibilities, review the Cx Plan and review the remaining Cx activities. The CxA will update the Cx Plan as needed based on the kickoff meeting.
- f. **Construction Observations:** The construction observations conducted by the CxA are an independent effort from the design team's efforts. The CxA observes the construction process and reports findings to the Owner, OR, DB and specific subcontractors, where appropriate. These observations will aid contractors in dealing with installation issues and, in a number of cases, will provide information for subsequent review by the design team, during their own walk-through. The CxA will:
  - i. Make regular job-site visits, which include checks of installation practices, attend construction meetings and report unresolved

- issues, and provide a field observation report for each site visit within 10 business days of a site visit. These are typically as needed but should be at least bi-weekly during construction and installation of mechanical system components.
- ii. Work with DB/OR to get commissioning activities on the master construction schedule.
  - iii. Create installation verification checklists for DB and verify completed checklist.
  - iv. Coordinate with DB sequence of events for controls, TAB, and commissioning.
  - v. Verify proper installation of equipment/systems to be commissioned.
  - vi. Observe equipment start-up ensuring adherence to manufacturer's recommendations.
  - vii. Test components as prescribed in commissioning specifications.
- g. **Submittal Review:** The CxA will make use of submittals, with access provided by the Owner, for developing the pre-functional and functional procedures. Review and commentary on the submittals will take place where appropriate. Submittal review shall be performed concurrent with the DB and shall be returned with comments within ten (10) business days.
- h. **Pre-Functional (PF) Performance Procedures:** Pre-functional checklists verify that the physical installation of equipment meets the design intent, specifications and applicable codes for the building. The forms are written by the CxA and are to be filled out by the CxA with the assistance of the installing contractor or contractors. Toward the end of the pre-functional process, the vendor or installing contractor will provide any applicable start-up documentation. While the contractors are carrying out the installation process and assisting with the PF forms, the CxA will conduct site visits to provide assistance and observe installation and start-up progress.
- i. **Controls Point-to-point Verification:** The CxA will *Witness, execute and document verification tests with contractor. Point-to-Point and sequence checkout will be performed for all systems* to verify the point-to-point report submitted by the control system contractor. Information from the design intent controls drawings and contractor documentation will be checked against the CxA's findings.
- j. **TAB:** The CxA will review all draft TAB procedures and processes, which shall be submitted in advance of any work. The CxA will provide Oversight and Verification of the TAB process, including independent verification of 10% of the TAB values and will review the draft TAB report.
- k. **Functional Performance (FP) Procedures:** The CxA will develop procedures and forms and will carry out the plan. The appropriate contractors and/or vendors will be responsible for assisting with the operation of equipment for these procedures. The procedures give an outline of the methods for system verification used by the CxA, and documentation of the process is made on functional performance forms (checklists). Functional performance checklists are intended to verify the final functional abilities of individual equipment and systems. Functional checks usually follow an "inverted pyramid" flow, meaning that subsystem components are tested, and then system components, followed by system-level testing, and finally integrated system testing. Sampling strategies shall not be assumed when estimating the level of effort for the FP testing.

- l. **CFR and O&M Plan:** The CxA will furnish a sample Current Facility Requirements (CFR) and Operations & Maintenance (O&M) Manual table of contents and will review all CFR and O&M manuals provided by contractors for the equipment and systems covered by the commissioning process. The review will verify that CFR and O&M instructions include and are consistent with the commissioning process and that conditions encountered during commissioning are properly addressed. Part of the review process will verify that instructions, piping diagrams, etc., are specific (edited where necessary) to the actual equipment provided in the project.
- m. **Systems Manual:** The CxA will work with the commissioning team during the design development phase to outline the scope and format for the project systems manual. The systems manual will include information necessary to operate, maintain, and recommission all energy-consuming systems within the building.
- n. **Staff Training:** On-site training programs for the various building systems will be taught by the appropriate design/construction party. The CxA will provide planning guidance and program overviews. The DB is responsible for providing a proposed agenda and schedule of the training beforehand for approval by the CxA and the Owner. Videotaping the training sessions is strongly recommended but not included as part of this proposal. The CxA will verify that the training program is completed according to the owner's requirements for all commissioned systems.
- o. **Construction Issues:** Any issues identified during observations and checkouts will be noted by the CxA and reported to the appropriate parties in an issues log. As part of their contractual responsibilities, the design and construction team, as appropriate, will develop and implement solutions that address these issues. The CxA will maintain the issues log
- p. **Commissioning Report:** The CxA will prepare a final commissioning report for the Owner. The report will contain specific component and system checkout information (pre-functional and functional forms) as well as relevant commissioning-related information regarding system operation. The commissioning report is intended to augment the CFR and O&M submissions rather than to replace them. In addition to this final commissioning report, interim observation reports along with completed commissioning forms will be issued as appropriate.
- q. **Post Construction Documents:** Before building occupancy, the CxA will complete and deliver the necessary operating documents and reports that are defined in this scope of work. This will include but is not limited to: systems manual (including O&M manuals), reviewed record documents, documentation of operator training, completed functional performance test reports, current issues log, and updated Cx Plan addressing commissioning completed and resolution path for open issues.
- r. **Warranty Phase:** The CxA will:

  - i. Perform appropriate seasonal testing before 2-year warranty period expires.
  - ii. Perform a 10-month review of building operations after substantial completion.
  - iii. Completion of the facility is expected August 2020, and seasonal testing should be anticipated during the winters of '20 and '21 (these dates are subject to change at Owner's discretion).

- s. **Ongoing Commissioning Plan:** The CxA will issue an ongoing commissioning plan before the 10-month review. The plan will include, but is not limited to: definition of process, recommended schedule, blank testing materials (FP forms) and issues log.

**2) Alternate #1: Monitoring Based Commissioning (MBCx), Option 1, Path 2**

- a. **Owner's Project Requirements (OPR):** Incorporate MBCx requirements into the OPR. Conduct a MBCx coordination meeting to coordinate requirements and activities with the commissioning team.
- b. **Commissioning Plan Update:** The CxA will incorporate the MBCx requirements into the project's Cx Plan during the design development phase. This will include but not be limited to: outline the evaluation process and recommend sub-metering and building automation system trending.
- c. **Commissioning Documents:** The CxA will ensure the MBCx requirements are fully accounted for and addressed in the commissioning documents and testing procedures. This will include but not be limited to: Specifications, Design Reviews, Submittal Reviews, Systems Manual, Staff Training, Issues Log, final Cx Report, and Post Construction Documentation, etc. (see fundamental + enhanced requirements for other possible documents).
- d. **Implement MBCx Plan:** During the functional performance testing, execute the MBCx monitoring and analysis. This should be done concurrently, whenever possible, with the functional performance testing prior to occupancy. Confirm execution of the MBCx commissioning plan during the 10-month review. This will include review of monthly metering and trend reports provided by the building automation system (or other monitoring-based commissioning software).

**3) Alternate #2: Building Envelope Commissioning (BECx), Option 2**

- a. **Owner's Project Requirements (OPR):** Incorporate BECx requirements into the OPR. Conduct a BECx design integration meeting to coordinate requirements and activities with the commissioning team.
- b. **Commissioning Plan Update:** The CxA will incorporate the BECx requirements into the project's Cx Plan during the design development phase. Develop the BECx Plan in compliance with ASTM E2813 *Standard Practice for Building Enclosure Commissioning*.
- c. **Commissioning Documents:** The CxA will ensure the BECx requirements are fully accounted for and addressed in the commissioning documents and testing procedures. This will include but not be limited to: Specifications, Design Reviews, Submittal Reviews, Systems Manual, Staff Training, Issues Log, final Cx Report, and Post Construction Documentation, etc. (see fundamental + enhanced requirements for other possible documents).
- d. **Implement BECx Plan:** During the design, construction and occupancy/operation phases of the project the CxA will incorporate the following along with the base fundamental + enhanced commissioning efforts:
  - i. Conduct an enclosure peer review and focus on: Detailing of enclosure continuity, Thermal, moisture, and air performance of assemblies, Constructability, Long-term performance and maintenance.
  - ii. Schedule a preconstruction BECx conference before construction of the building enclosure starts and include the commissioning team.
  - iii. Conduct site observation(s) of the critical enclosure components.

- iv. Perform field testing (all field testing will require cooperation and preparation by the contractor as directed by the CxA) as follows:
  1. Water spray nozzle testing at fenestration in general conformance with AAMA 501.2.
    - a. Assume testing a total of 5 assemblies installed on the project.
    - b. Report pass/fail and identify remediation options in the case of failure.
  2. Whole-building air leakage testing consistent with ASTM E779: Test Method for Determining Air Leakage Rate by Fan Pressurization or ASTM E1186: Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems.
    - a. Report air leakage rate.
  3. Thermography testing consistent with ASTM C1060: Practice for Thermographic Inspection of Insulation Installations in Envelope Cavities of Frame Buildings.
    - a. Report air leakage sites and thermal bridges.
- v. Conduct a review of the building enclosure during the 10-month warranty phase evaluation.

#### **E. Invoices and Payment**

The Owner shall be billed monthly on time and material basis or actual hours expended for the Scope of Services provided.

#### **F. Fees (Exhibit B)**

See attached spreadsheet – Provide fees as indicated.

#### **G. Qualifications Section:**

In order to select the firm best qualified for the Canon City Schools project we are asking that the prospective Consultant respond to the following questions.

1) Approach to Project

Describe your firm's process and strategies for providing the Tasks and Responsibilities for the Cx scope of work. Also describe other services provided that may not be identified in the Tasks and Responsibilities for the Cx scope of work. Identify any work performed by subcontractors, and which area will be self-performed. Identify other current project commitments and ability of the firm and proposed staff to serve this project.

2) Work Experience

List all K-12 school facility commissioning experience and qualifications related to the proposed project. Documented experience on at least two (2) building projects with similar scope of work is required for Base Bid and Alternate activities. Project experience should clearly be in a CxA role and not MEP design role. Provide



references of completed projects. Also, indicate which types of mechanical systems were utilized on these projects.

3) Personnel

Identify the commissioning coordinator, and any key personnel, their skill and qualifications, technical competence, experience on similar projects, capacity to undertake the project, and their availability throughout the duration of the project. The commissioning personnel conducting the Construction Observation shall meet the following requirements:

- A licensed Professional Engineer (required).
- A certified commissioning agent from a recognized organization (required)
  - i.e. AABC Commissioning Group Certified Commissioning Authority (ACG CxA) certification, Certified Commissioning Professional (CCP).
- NEBB certified testing & balancing professional (required)
- Identify if any of the services required in this RFQ/P will be sub-contracted.

Additionally, specifically identify personnel responsible for Lighting Control commissioning, MBCx and BECx and their relevant qualifications and experience in this role. Identify if the personnel performing Design Review will also be responsible for Construction Observation and other construction-phase Cx services.

4) Insurance Certificate(s)

Provide sample insurance certificate(s), which identifies types of coverages offered by your firm. Minimum Insurance Requirements are identified in Exhibit C, standard Consultant Agreement.

**H. Evaluation Criteria:** Award of Contract will be based on the following:

| Criteria  | Point Value       |
|---|-------------------|
| Billing Rates/Cost for Base Scope and Alternates                              | 40 points         |
| Approach to Project/Quantity of Hours per Project and Site Visits per Project | 15 points         |
| Work Experience/Key Personnel Qualifications                                  | 30 points         |
| References (minimum 5)  | 15 points         |
| <b>Total</b>  | <b>100 points</b> |

Award of Contract

- A. All submitted responses will receive a decision memorandum and scoring matrix following the selection process.
- B. Submission of a proposal indicates bidder's acceptance of the evaluation method. The district reserves the right to reject any or all proposals for any reason, and to re-issue the RFQ/P.

- C. The District's Consultant Agreement is attached to the RFQ/P. By submitting qualifications, fee proposal, and billing rates, the Consultant agrees to the terms and conditions of the agreement and will sign the agreement as written.

### **I. Legal Requirements**

1. The selected firm will be required to indemnify and hold the District and its agents and employees harmless from and against all suits or actions of any kind, including, but not limited to, workers' compensation claims brought against them for or on accounts of any damages or injuries received or sustained by any parties, by or from the acts of the successful firm or its agents or employees.
2. The selected firm shall indemnify and hold the District and its agents and employees harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs arising out of or relating to disclosure of any information included in the successful firm's proposal.
3. Prior to the commencement of any work, Firm shall forward Certificates of Insurance to the District and its Owner's Representative. The insurance required shall be procured and maintained by the Firm for the duration of the contract. The insurance shall be with a carrier licensed in the State of Colorado and shall have "A" or better Best rating. The District will not accept any form of Agreement or General Conditions in which a Limitation of Liability states any figures less than the insurance limits noted above.
4. Firm shall name Canon City Schools as additional insured on all insurance except Workers' Compensation. The Firm shall furnish the District and its Owner's Representative with Certificates of Insurance prior to commencement of work.
5. Verification of Information:  

Applicants are hereby notified that the District will rely on the accuracy and completeness of all information provided in making its selection. As such, Applicants are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the District deems necessary and appropriate in its sole discretion, Canon City School District reserves the right to make any inquiries or other follow up required to verify the information provided. The District reserves the right to select any or reject any and all submissions in their best interest.
6. Disclosure of Information:  

All submissions and other materials provided or produced pursuant to this RFQ may be subject to the Colorado Open Records Law, CRS 24-72-201 ET. Seq. As such, Applicants are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to CDE, appropriately identify materials, which are not subject to disclosure. In the event of a request by

CDE or School District for disclosure of such information, CDE or School District shall advise the Applicant of such request to give the Applicant an opportunity to object to the disclosure of designated confidential materials furnished to CDE.

7. Discrimination in Employment:

Connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

8. Applicable Laws:

This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado and the Charter, and other applicable regulations as the same may be amended from time to time.

9. Cost of Developing Qualifications:

Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The District assumes no liability for any costs incurred throughout the entire selection process.

10. Qualification Ownership:

All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the District and will not be returned to the applicant.

**Exhibit B**

**F. Fees (Submit separate fee worksheet for EACH SCHOOL, To be submitted in a sealed envelope separate from the Qualifications Package)**

Commissioning firm will perform work as proposed in the RFQ on a hourly basis for a maximum "Not to Exceed" price

Base Bid

|   |    |
|---|----|
| Canon City Schools, Fremont RE-1 Base Commissioning (Fundamental Cx and Verification + Enhanced Systems (Option 1, Path 1 per LEEDv4 Not to Exceed Cost |    |
| =   | \$ |

Alternate #1

|  |    |
|--|----|
| Monitoring Based Cx (MBCx), Option 1, Path 2 (Not included in NTE price above) |    |
| =  | \$ |

Alternate #2

|   |    |
|---|----|
| Building Envelope Cx (BECx), Option 2 (Not included in NTE price above) |    |
| =   | \$ |

This amount includes services listed in the RFQ, and includes direct project expenses for expenditures

Not to Exceed Breakdown for Fundamental+ Cx (Base Bid)

| Work Description  | % of Time | Estimate of Hours | Estimated Number of Meetings and/or Site Visits |  |  |
|---|-----------|-------------------|---|--|--|
| <b>Design Phase</b>                                     |           |                   |   |  |  |
| OPR/Basis of Design Review (as required by Fundamental) |           |                   |   |  |  |
| Design Review   |           |                   |   |  |  |
| Commissioning Plan                                      |           |                   |   |  |  |
| Specification Development                               |           |                   |   |  |  |
| Commissioning Kickoff and Design Meetings               |           |                   |   |  |  |
| <b>Construction Phase</b>                               |           |                   |   |  |  |
| Attend construction meetings                            |           |                   |   |  |  |
| Construction Observations and submittal review          |           |                   |   |  |  |
| Pre-functional procedures                               |           |                   |   |  |  |
| Controls point to point verifications                   |           |                   |   |  |  |
| Pre-Functional Performance procedures                   |           |                   |   |  |  |
| TAB   |           |                   |   |  |  |
| Functional Performance Procedures                       |           |                   |   |  |  |
| CFR and O&M Plan  |           |                   |   |  |  |
| Systems Manual  |           |                   |   |  |  |
| Staff Training  |           |                   |   |  |  |
| Construction Issues                                     |           |                   |   |  |  |
| <b>Close Out Phase</b>                                  |           |                   |   |  |  |
| Records Drawings  |           |                   |   |  |  |
| Post Construction Documents                             |           |                   |   |  |  |
| Commissioning Report                                    |           |                   |   |  |  |
| Warranty Phase  |           |                   |   |  |  |
| Ongoing Commissioning Plan                              |           |                   |   |  |  |
| <b>TOTAL</b>  | 100%      |                   |   |  |  |

Breakdown for Alternate #1 - MBCx

| Work Description                                 | % of Time | Estimate of Hours | Estimated Number of Meetings and/or Site Visits |  |  |
|--|-----------|-------------------|---|--|--|
| Design Review of OPR & BOD (as required by MBCx) |           |                   |   |  |  |

|   |      |  |  |  |  |  |
|---|------|--|--|--|--|--|
| Review of Design of Construction Documents<br>(price with base scope above) |      |  |  |  |  |  |
| Commissioning Plan Update   |      |  |  |  |  |  |
| Commissioning Documents   |      |  |  |  |  |  |
| Implement MBCx Plan   |      |  |  |  |  |  |
|   |      |  |  |  |  |  |
|   |      |  |  |  |  |  |
| <b>TOTAL</b>  | 100% |  |  |  |  |  |

Breakdown for Alternate #2 BECx

| Work Description                           | % of Time | Estimate of Hours | Estimated Number of Meetings<br>and/or Site Visits |
|--|-----------|-------------------|--|
| Design Review of OPR (as required by BECx) |           |                   |  |
| Commissioning Plan Update                  |           |                   |  |
| Commissioning Documents                    |           |                   |  |
| Implement BECx Plan                        |           |                   |  |
| <b>TOTAL</b>                               |           |                   |  |

Billing Rates

| Billing Rate Breakdown                         | 2019 | Total Estimate of<br>Hours Allocated to<br>Project During 2019 | 2020 | Total Estimate of<br>Hours Allocated to<br>Project During 2020 |
|--|------|--|------|--|
| Principal, Project Executives                  |      |  |      |  |
| Senior Associates, Senior Project Managers     |      |  |      |  |
| Associates, Senior Engineers, Project Managers |      |  |      |  |
| Staff Engineers Level II                       |      |  |      |  |
| Staff Engineers Level I                        |      |  |      |  |
| Senior Field Technicians                       |      |  |      |  |
| Field Technicians                              |      |  |      |  |
| Secretarial                                    |      |  |      |  |
| Trip charge or minimum charge if applicable    |      |  |      |  |
| Mileage to project site if applicable          |      |  |      |  |

## CONSULTANT AGREEMENT

**THIS CONSULTANT AGREEMENT** (“Agreement”) is made and entered into as of the “DAY” day of “MONTH, “YEAR”, and is by and between **Canon City School District RE-1** (“District”), having a principal place of business at 101 North 14<sup>th</sup> Street, Canon City, CO 81212 and “CONSULTANT” (“Consultant”), having a place of business at “ADDRESS” for the performance of professional services in connection with the following: LEEDv4 Commissioning Services at Canon City Middle School and Washington Elementary School, hereinafter collectively referred to as the “Project”.

### **RECITALS**

**WHEREAS**, the District has determined that there is a need for the Consultant’s services specified below in this Agreement; and

**WHEREAS**, the goal of the Agreement is to secure services from a person or entity with the required degree of professional skill for the benefit of the District; and

**WHEREAS**, Proposal dated “DATE” incorporated herein by reference; and

**WHEREAS**, the District has determined that the Consultant is qualified to provide services to the District, and will agree to perform and carry out the services in a good and professional manner as outlined in this Agreement.

**THEREFORE**, in consideration of the foregoing recitals, incorporated by this reference, and their mutual promises, the parties agree as follows:

- 1. Scope of Services:** The Consultant shall perform the services set forth in the attached Exhibit A “RFQ/P SUBMITTAL” (the “Services”) for the Project.
- 2. Term:** Subject to earlier termination by the District as provided herein, the term of this Agreement shall commence as of the mutual execution of this Agreement, and continue through the successful completion of the Services and the two-year warranty phase of the Project. Consultant acknowledges and agrees that the Services related to the Project shall be completed by September 30, 2022. The Consultant understands and agrees that the District shall not be liable for payment of work or services nor for costs or expenses incurred by the Consultant prior to the proper execution and District approval of this Agreement.
- 3. Standards:** Consultant shall perform all Services in a diligent, safe, and workmanlike manner, using its professional skill and judgment pursuant to the standards of the industry or profession for the Services. Consultant represents that the work performed will be in conformance with all applicable laws, statutes, rules, regulations, ordinances, codes and orders of any governmental bodies, agencies, authorities and courts. If Consultant’s performance does not conform to such standards for a period of two (2) years after completion and District notifies Consultant of same, Consultant agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance shall be at

the Consultant's sole expense. Consultant shall not be responsible for acts or omissions of any contractor, subcontractor, architect or engineer performing work on the Project.

**4. Contract Price and Payment:** The Consultant shall perform the Services for the total Contract Price set forth in Exhibit B ("Fee Schedule"), subject to mutually agreed upon change orders. At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Consultant. Unless otherwise expressly stated in this section, all necessary labor, mileage, reproduction expenses, licenses, materials, supplies, equipment, reimbursables, and all other items necessary to complete the Services shall be part of and not in addition to the Contract Price.

a. Consultant shall submit an itemized invoice to the District on a monthly basis. The invoice shall include: (i) a detailed description of the Services performed, (ii) the date(s) Services were rendered; (iii) names of the individuals providing Services; (iv) billing or compensation rate for the Services performed; (v) hours worked; (vi) all other direct expenditures allowable within the Contract Price; and (vii) if a "fixed price" contract, applicable milestones achieved and related progress payments earned.

b. The District will process Consultant's payment within thirty (30) days from the receipt of a valid invoice. The District has the right to withhold payment on any amounts that are subject of a good faith dispute as to the amount due. The District and Consultant shall work in good faith to resolve any such dispute and, in no event, shall such withholding by the District be grounds for the suspension of performance by Consultant. The District shall promptly pay any amounts owed upon resolution of the dispute.

c. Consultant warrants and guarantees that upon final payment, title to all work, materials, and equipment shall pass to District.

**5. Independent Contractor:** The Consultant understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Consultant and the District. The Consultant shall perform all Services, using independent judgment and expertise, as an independent Consultant and not as an employee of the District. Neither the Consultant nor any agent, employee or sub-consultant of the Consultant shall be an agent or employee of the District nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability or obligation attributable to the District. **The Consultant acknowledges that it is not entitled to workers' compensation or other benefits from the District and that the Consultant is obligated to pay federal and state income tax on any moneys earned from the District pursuant to this Agreement.**

**6. Use of Work Product and Infringement Claims:** To the extent Consultant creates any work product, including without limitation, Consultant's notes, memoranda, photographs, spreadsheets, drawings, data, designs, plans or similar materials relating to the Services (collectively "Work Product"), said Work Product shall be delivered to the District within the time frame(s) contemplated by this Agreement or at the latest upon completion of the Services or termination of this Agreement, shall become the property of the District, and may be used by the District for any purpose. Consultant shall furnish one reproducible set of Work Product at the end

of each project phase. The Consultant shall defend all suits or claims for infringement of any alleged patent rights, copyright, or trade secrets arising out of District's ownership or use of Consultant's Work Product and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting therefrom, including, but not limited to, royalties, license fees, and attorneys' fees.

7. **Insurance:** The Consultant shall purchase and maintain in effect at all times during the term of the Agreement and warranty periods, the policies of insurance with the applicable coverages described below to cover all liability, claims, demands, and other obligations assumed by Consultant under Section 10(a) of this Agreement. The Consultant shall submit certificates of insurance to the District before starting work on site. Insurance certificates must show coverage of all checked insurance requirements, must contain an endorsement naming the District, the District's officers, board members and employees as additional insureds on the commercial general and automobile policies, and must provide coverage through and including final completion of the Agreement and warranty periods. If the expiration date of the insurance certificate is prior to final completion, the Consultant shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. Receipt, review or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Consultant from its obligation to meet the insurance requirements. Consultant shall require that all of its agents and sub-consultants also comply with these insurance requirements. Notwithstanding any other provision of this Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits, following forty-eight hours (48) written notice and failure to cure, shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement or, at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the District shall be repaid by the Consultant to the District upon demand, or the District may offset the cost of the premiums against any money due to the Consultant from the District hereunder. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of Consultant.

a. **Workers' Compensation Insurance** shall be maintained to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees to comply with Colorado statutory requirements, and employer's liability must have limits of at least: \$100,000 per accident, \$100,000 disease each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District. The Consultant shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Consultant accepts full liability and responsibility for subcontractors' employees.

b. **Professional Liability Insurance** shall be maintained with coverage limits for each claim of \$2,000,000, if professional services are provided under this Agreement. In the case of any claims made policy, necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage through the warranty period.



c. **Commercial General Liability Insurance** shall be maintained to protect the Consultant from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by the Consultant or by any subcontractor under it or anyone directly or indirectly employed by the Consultant or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

|   |             |
|---|-------------|
| General Aggregate                         | \$2,000,000 |
| Products - Completed Operations Aggregate | \$2,000,000 |
| Each Occurrence                           | \$1,000,000 |
| Personal Injury                           | \$1,000,000 |

This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Consultant.

d. **Comprehensive Automobile Liability Insurance** shall be maintained including coverage for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by the Consultant on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Consultant.

e. **Excess/Umbrella Liability Insurance** shall be maintained as additional coverage over Commercial General Liability Insurance Limits and over Comprehensive Automobile Liability Insurance Limits.

|                 |             |
|-----------------|-------------|
| Aggregate       | \$2,000,000 |
| Each Occurrence | \$2,000,000 |

f. **Sales and Use Taxes:** The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of Services. The Consultant shall not include any of these taxes in any charges or invoices to the District.

**9. Representations:**

a. Consultant represents that the Services will be performed by Consultant in a diligent, safe, and workmanlike manner and Consultant shall use its professional skill and judgment pursuant to the standards of the profession for such Services. If Consultant's performance does not conform to such standards and District notifies Consultant of same within two (2) years of completion of the Services, Consultant agrees to immediately take all action

necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance shall be at the Consultant's sole expense.

**b.** The Consultant represents that it understands the nature, location, and scope of the Services, the character of the equipment and facilities needed prior to and during the performance of the Services, the general and local conditions, and all other matters which can in any way affect the Services and is not relying on any representations or promises by the District except as set forth in this Agreement.

**c.** The Consultant shall cooperate with and shall not in any way interfere with the other consultants, if any, on the site or any work or employees of the District.

**d.** The Consultant represents that the Services shall be performed in a good and workmanlike manner.

**e.** The Consultant represents that it has full authority under applicable law to execute and deliver this Agreement and to perform all of the obligations under this Agreement.

**10. General Provisions:**

**a. Indemnity and Hold Harmless.** Consultant shall indemnify and hold harmless District, including but not limited to its employees, board members, and officers from and against any and all claims, damages, losses, demands, actions, debts, liabilities, and expenses, including reasonable attorneys' fees, incurred, arising out of, claimed on account of or in any manner predicated on the performance of the Services provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the work performed, and only to the extent that it is proximately caused in whole or in part by any negligent or intentional act or omission or breach of contract of Consultant, any sub-consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This specific indemnification by Consultant is in addition to and not in lieu of other remedies that may be available to the District and other provisions of this Agreement.

**b. Compliance with Laws and Policies.** The Consultant shall abide by all applicable laws to the performance of the Services and the subject matter of this Agreement and by all District policies and procedures, including without limitation those related to the prohibited use and/or possession of alcohol, tobacco or firearms on District grounds. The Consultant shall at all times strictly enforce this prohibition among its own employees, agents or sub-consultants and their employees, agents or sub-consultants.

**c. Taxes and Fees.** The Consultant shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

d. **Nondisclosure of Confidential Information.** The Consultant will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Consultant's possession.

e. **Changes/Amendments.** At any time, by written order and following the mutual agreement of Consultant, the District may make changes in or additions to the Services to be performed by this Agreement, issue additional instructions, require modified or additional work or services within the general scope of the Agreement, or vary the amount of District-furnished property. If the Consultant believes that any changes cause any increase or decrease in the cost of, or in the time required for, performance of Services under this Agreement, an equitable adjustment may be made in the Agreement price or term of performance, or both, and the Agreement will be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Consultant of the notification of changes; provided, however, that the District, if it decides that the facts justify such action, may receive and act on any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this Agreement titled "Disputes." Other than written change directives or orders issued pursuant to this Section, no amendment, change or modification to this Agreement shall be effective or enforceable unless it is in writing and executed by each party. If District does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated on the fee schedule set forth in Exhibit B. If Project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant may submit a change order seeking to equitably adjust its Services and fee.

f. **Disputes.** In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in a good faith effort to resolve such dispute. In event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the District may elect to submit the dispute to mediation before the Judicial Arbitrator Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. Either party may elect to pursue litigation for any dispute arising under this Agreement at any time.

g. **Immunities.** The District retains all of its rights and immunities under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

h. **Termination for Convenience.** Upon written notice, the District may terminate this Agreement in whole or in part if it determines, in its sole discretion, that termination is in the District's best interest. After notice of termination has been given, the Consultant shall promptly stop work on the cancellation date specified in the notice. The District will conduct an audit of the Consultant's costs to determine reasonable costs expended to the date of cancellation, or the District may determine the Consultant's cost based on the schedule of values specified in Exhibit A or exact cost of any work performed. The Consultant will not be reimbursed for any anticipated profit.

i. **Termination for Cause.** This Agreement may be terminated by the District upon not less than five (5) days' written notice should the Consultant fail to perform in accordance with the terms of this Agreement through no fault of the District. The Consultant shall not terminate this Agreement without the written consent of the District, other than for nonpayment as provided below in this Section. In the event of termination for convenience or cause, the Consultant shall deliver to the District all drawings, plans, reports, data, and similar materials relating to the Services prepared by or in the possession of the Consultant. If the District fails to make any payment that is not in dispute when due, the Consultant may, upon ten (10) days' written notice to the District, suspend performance of Services. Unless payment is received by the Consultant within ten (10) days of the date of the notice, the suspension shall take effect without further notice.

j. **Force Majeure.** The District may delay delivery, performance or acceptance occasioned by causes beyond its control. The Consultant shall hold goods or delay performance at the direction of the District and shall deliver goods or perform Services when the cause affecting the delay has been removed. The District shall be responsible only for Consultant's direct additional costs in holding the goods or delaying performance of this Agreement at District's request. Causes beyond District's control shall include government action or failure of the government to act where such action is required, strike or labor disputes, fire or unusually severe weather.

k. **Illegal Aliens.** The Consultant certifies that it shall comply with the provisions of C.R.S. 8-17.5-101 *et seq.* The Consultant shall not knowingly (i) employ or contract with an illegal alien to perform work under this Agreement, (ii) enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (iii) enter into a contract with a sub-consultant that fails to contain a certification to the Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

l. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement shall be exclusively in the federal court located in Colorado or the state court located in Weld County, Colorado.

m. **Non-Assignment.** It is acknowledged that the District is obtaining the professional services of "PRIMARY CONTACT" and other qualified employees of Consultant, in connection with this Agreement. Consultant shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of the District.

n. **Claims.** Consultant shall pay, satisfy, and discharge all claims, charges, or other impositions of any nature or kind imposed on Consultant arising out of or in connection with the Services performed or provided hereunder and shall hold harmless and indemnify the District from any such claims.

**o. Safety, Health and Accident Reports.** The safety and health of Consultant, Consultant's employees and agents brought on District property, will be the sole responsibility of Consultant. The Consultant shall take all necessary precautions to ensure the safety of all employees and other persons who may be affected by the Consultant's Services. Consultant will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services as soon as reasonably practical. District will have the right to receive, at its request, copies of any reports filed with Consultant's insurer or others. Consultant's employees and agents on District property will comply with all plant rules and regulations.

**p. Records and Audits.** Consultant will maintain complete and accurate records of all charges incurred by District under this Agreement, in accordance with generally accepted accounting principles, for a period of twenty-four (24) months from the date of termination of the Agreement. District will have the right to inspect Consultant's records upon reasonable notice and to retain copies thereof.

**q. Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or pre-paid first-class certified mail, return receipt requested, addressed to the respective party at the address set forth below or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, or (ii) three (3) days after postmark if mailed as provided in this Section:

DISTRICT: George Welsh  
Superintendent  
Canon City School District RE-1  
101 North 14<sup>th</sup> Street  
Canon City, CO 81212

CONSULTANT: "CONSULTANT NAME"  
"STREET ADDRESS"  
"CITY, STATE, ZIP"

**r. Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Contract, facsimile or scanned signatures shall be as valid as the original.

**s. Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

t. **Execution of Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, that in any way relate to the subject matter of this Agreement. Execution of this Agreement constitutes a representation by the Consultant that to the best of the Consultant's knowledge no conflict of interest exists between the District representatives and the Consultant or its employees and agents.

u. **Interpretation.** This Agreement shall control with respect to the Services described herein. This Agreement shall not affect the interpretation or validity of the parties' prior agreement or any other agreements referred to therein.

v. **Amendments to Agreement.** No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

w. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District.

x. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions which shall be considered legally binding and given full effect.

*[Signature Page Is Next Page.]*

**IN WITNESS WHEREOF**, the undersigned agree to be bound by the terms and conditions of this Agreement.

**CANON CITY SCHOOL DISTRICT RE-1**

By: \_\_\_\_\_  
President, Board of Education

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

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Education

**“CONSULTANT”**

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

\_\_\_\_\_  
Name

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