



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/12/2023

File ID: TMP-2416

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Limited Standard Agreement between the City of Huntsville and Sain Engineering Associates, Inc. for Commissioning Services for the New City Hall.

Resolution No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: January 12, 2023

Finance Information:

Account Number: 4015-14-00000-522010-00000000-

City Cost Amount: \$ 141,800.00

Total Cost: \$ 141,800.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 305 Fountain Circle

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

Commissioning Services to include HVAC and controls submittal review; commissioning plan; testing, adjusting and balancing planning and report review; final commissioning report; and other services as outlined in the attached proposal.

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Limited Standard Agreement between the City of Huntsville and Sain Engineering Associates, Inc. for Commissioning Services for the New City Hall located at 305 Fountain Circle, Huntsville, Alabama in the amount of One Hundred Thirty-Six Thousand Eight Hundred Dollars and 00/100s (\$136,800.00) plus Five Thousand Dollars and 00/100s (\$5,000.00) reimbursables for a total contract price of One Hundred Forty-One Thousand Eight Hundred Dollars and 00/100s (\$141,800.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Limited Standard Agreement between the City of Huntsville and Sain Engineering Associates, Inc.,” consisting of a total of sixteen (17) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 12th day of January, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 12th day of January, 2023.

Mayor of the City of Huntsville,
Alabama

**LIMITED STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
SAIN ENGINEERING ASSOCIATES, INC.**



This Agreement is made by and between
the City of Huntsville, Alabama, a
Municipal Corporation by:

**City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801**

(hereinafter referred to as the "Owner") and:

**Sain Engineering Associates, Inc.
2700 Corporate Drive
Suite 230
Birmingham, Alabama 35242**

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **New City Hall**

General Project Description: **Commissioning Services to include HVAC and controls submittal review; commissioning plan; testing, adjusting and balancing planning and report review; final commissioning report; and other services as outlined in the attached proposal.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____

ARTICLE I THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of January 13, 2023. The final completion date for the completion of the Project shall be approximately March 31, 2024.

1.4 SCHEMATIC DESIGN

N/A

1.5 DESIGN DEVELOPMENT

N/A

1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

N/A

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Engineer shall provide services to include HVAC and controls submittal review; commissioning plan documentation; testing, adjusting, and balancing (TAB) planning and report review; contractor equipment start-up review; pre-functional and functional checklist reviews; functional performance testing and documentation close-out; produce a cumulative deficiency report; produce a final commissioning report; provide warranty phase monitoring; and other services as outlined in the attached submitted proposal.

1.8 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.8.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9 SERVICE SCHEDULE

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.10 PERSONNEL

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
<u>Jason Brooks</u>	<u>Director, Engineering</u>

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work Telephone	Cell Telephone
<u>Mark Thomas</u>	<u>(256) 933-0348</u>	

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III

CONSTRUCTION COSTS

N/A

ARTICLE IV BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not-to-exceed amount of **One Hundred Thirty-Six Thousand Eight Hundred Dollars and No/100s (\$136,800.00)** with a reimbursable amount of **\$5,000.00**. This includes the cost of addenda related to the bidding of this project.

4.2 Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Construction Administration:	100%
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Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.5 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1,

within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include Additional Services expenses for the duration of the project and anything related to the commissioning process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI TERMINATION

6.1 TERMINATION FOR CAUSE

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the law of the State of Alabama.

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

7.2.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined

herein; second, if not defined, according to its generally accepted meaning in the Engineering industry; and third, if there is no generally accepted meaning in the Engineering industry, according to its common and customary usage.

7.2.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

7.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

7.2.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement, subject to Code of Alabama Section 41-91-3 (d)(l).

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Engineer.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

The Engineer shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Engineer shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 2,000,000 Personal & Advertising Injury
\$ 2,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors
\$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.
- c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

ENGINEER

SEAL

Jason Brooks

By:

Jason Brooks

Digitally signed by Jason Brooks
DN: C=US,
E=jason.brooks@saineng.com, O="Sain
Engineering Associates, Inc.", CN=Jason
Brooks
Date: 2022.12.09 10:09:15-06'00'

(SIGNATURE)

**Sain Engineering Associates, Inc.
2700 Corporate Drive
Suite 230
Birmingham, AL 35242**

December 9, 2022

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

(SIGNATURE)

**Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801**

(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

EXHIBIT A



November 18, 2022

Mark Thomas

615 Washington Street

Huntsville, Alabama 35801

Subject: Huntsville City Hall and Parking Deck - Commissioning Services Proposal

Dear Mr. Thomas:

Headquartered in Birmingham, Alabama, Sain Engineering Associates, Inc. (SEA) provides comprehensive energy consulting services to help our clients optimize building performance with a focused approach on energy savings. We are an employee-owned, certified small business (SBA). SEA provides licensed professional engineers and architects, certified energy professionals, roofing and building envelop experts, and commissioning providers. All have expertise to identify the most cost-effective methods to ensure and improve functional operations.

Sain Engineering Associates, Inc. (SEA) is pleased to submit this proposal for Commissioning Services. We have based our proposal on the HVAC drawing set and HVAC Specifications Sections 230990 and 230995 dated January 18, 2022.

I. Fees and Reimbursable Expenses

In consideration for our services, the owner will compensate SEA based on a Fixed Lump Sum Fee of \$136,800 which includes reimbursable expenses. Payment terms (other than those defined herein) shall be Net 30 days from date of invoice.

II. Project Information

- Approximately 198,000 sq. ft. facilities
- Located in Huntsville, AL
- Free standing facility
- Construction completion date April 1, 2024

III. Scope of Work

1. Construction Document Review
 - a. SEA will review the 100% complete Construction Documents.
2. HVAC and Controls Submittal Orientation
 - a. SEA will review the mechanical submittals for the equipment to be commissioned to familiarize the team on design, performance, and function of the approved equipment.
3. Commissioning Plan documentation
 - a. SEA will supply pre-functional checklists and functional performance tests.
4. Testing, Adjusting, and Balancing (TAB) planning and report review
 - a. SEA will review the final TAB Report and spot check systems per the specification.
 - b. SEA will make recommendations for corrections prior to the commencement of functional testing services.

5. Contractor equipment start-up review
 - a. SEA will witness start-up and review all start-up documentation per the specification.
6. Pre-functional Checklist review
 - a. The contractor will perform pre-functional testing while using and completing the checklist prepared by SEA.
 - b. SEA will review all pre-functional checklists prior to functional testing.
7. Periodic site observation visits and reports
 - a. SEA anticipates performing 12 site observation visits and will produce site observation reports. This does not include the time onsite for functional testing or witnessing startups.
8. Functional Performance Testing and Documentation close out
 - a. The functional performance test shall be used to checkout, demonstrate, and document that the installed HVAC equipment and controls operate according to the sequence of operations set forth in the contract documents.
 - b. Only one test has been included in the commissioning fee.
9. Producing a cumulative deficiency report
 - a. SEA will compile a list of all deficiencies noted during TAB review, site observation visits, and the functional testing for contractor tracking and resolution.
 - b. The commissioning process will not be considered complete until all noted items have been resolved to the owner's satisfaction.
10. Produce a final commissioning report
 - a. The final report will include the TAB data, all reviewed and approved HVAC and controls submittals, all commissioning documentation, and the final deficiency report with all resolutions.
11. Warranty Phase Monitoring
 - a. SEA will review trends during the warranty phase and will notify contractors of any deficiencies. SEA will require remote access to the BAS to perform this task or the contractors will be required to share the trend logs quarterly in csv format.

Systems to be commissioned are as follows:

HVAC

Table 1: Commissioning Equipment Scope

Equipment Type	Qty.
Chiller	3
Boiler	3
Cooling Tower (Two Cell)	1
AHUs	8
Pumps	13
Terminal Unit	207
Indoor Heat Pump (VRF)	24
Outdoor Heat Pump (VRF)	6
Split System	7
Fan Coil Unit	3
Exhaust/Ventilation Fan	6
Energy Recovery Unit	1
Heat Exchanger	2
Unit Heater	3
Expansion Tank	3
Air Separator	3

Controls – The building automation system and the graphics

IV. Deliverables

- Site Observation Reports
- Status Update Reports
- Deficiency Reports
- Functional Test
- Pre-functional Checklist
- TAB Review Comments
- Additional Commissioning Documentation

V. Qualifications, Clarifications and Assumptions

- A. The representatives of the Controls Contractor and TAB Contractor(s), who will be attending the pre-commissioning and commissioning conference meetings, shall be the actual programming technicians along with their respective managers to communicate the complexities and time commitments necessary to complete the commissioning efforts outlined in the scope-of-services for a successful project.
- B. Prior notice of two weeks for equipment startup, inspections, duct pressure testing, etc. will be provided to the commissioning team for onsite activities.
- C. The design engineers as well as the general, controls, mechanical, and electrical contractors shall have reviewed the functional test and approved their use prior to SEA's testing.
- D. The general, controls, mechanical, and electrical contractors shall have completed the pre-functional checklist and the checklist reviewed by SEA prior to testing.
- E. The controls contractor shall have completed a point-to-point checkout list including graphics and verified the BAS will perform the required functional testing (including historical trend data) prior to SEA's arrival on site for testing.
- F. As defined above, the scheduling of the commissioning activities/efforts shall be by the project manager and/or contractor with assistance from SEA. Scheduling of all commissioning related tasks, test & balance efforts, and temperature controls efforts including "point to point checks", must be included in the project schedule.
- G. Throughout the entire functional performance-testing phase of the commissioning efforts, two controls technicians shall be present to adjust and operate the control systems and mechanical/electrical equipment to achieve the desired results. Field technicians for the mechanical and electrical contractor shall be onsite to operate and address mechanical/electrical equipment.
- H. Functional testing will not begin until pre-functional checklist are completed and reviewed, TAB is completed and reviewed, and certificate of readiness is provided.
- I. Upon confirmation of system readiness by the contractor, the contractor shall provide a "Certificate of Readiness" document for the HVAC systems. This document will be inserted into the final commissioning binder.

VI. Work Subject to Additional Fees

- A. Additional task than what is described in this proposal.
 - a. System studies or life cycle analysis.
 - b. Construction cost analysis or subcontractor evaluations.
 - c. Evaluation of multiple program changes.
- B. Work performed after the anticipated completion date above with the exception of monitoring work.
- C. Additional equipment to be commissioned from that shown in Table 1.
- D. Requested site visits or out of town trips that exceed the listed number of visits shown herein.
- E. Additional time required for completing listed tasks due to site subcontractor "un-preparedness", programming delays, and lack of coordination between sub-contractors, weather delays or other non-foreseen events.
- F. Work required in seeking, securing, or negotiating any type of program flexibility or code variances.
- G. Re-commissioning or additional testing of a system needed to prove or show results to entities.

This quote is valid for 60 days. Thank you again for the opportunity to present you with this proposal.
Please call with any questions you may have.

City of Huntsville

By:

Name:

Title:

Date:

SAIN Engineering Associates, Inc.

By: Jason Brooks

Digitally signed by Jason Brooks
DN: C=US,
E=jason.brooks@saineng.com, O="Sain
Engineering Associates, Inc.", CN=Jason
Brooks
Date: 2022.11.18 11:24:11-06'00'

Jason Brooks

Director, Engineering

Date: November 18, 2022



**SAIN ENGINEERING
ASSOCIATES, INC.**
An Employee-Owned Company

2022 Rates and Escalation

Position	Rate				
	2022	2023	2024	2025	2026
Principal	310	322	335	348	362
Program Director	265	276	287	298	310
Subject Matter Expert	200	208	216	225	234
Project Manager	190	198	206	214	223
Commissioning Provider	200	208	216	225	234
Engineer II	180	187	194	202	210
Engineer I	140	146	152	158	164
Controls II	160	166	173	180	187
Controls I	140	146	152	158	164
Technician II	155	161	167	174	181
Technician I	115	120	125	130	135
Executive Project Support	170	177	184	191	199
Project Support	75	78	81	84	87