



Preferred Building Solutions, LLC
Commissioning and Owner Representative Services

October 5, 2023

Phillip Smith-Hanes
Saline County Administrator
300 West Ash Street, Room 209
PO Box 5040
Salina, KS 67402

Re: Commissioning Services Fee Proposal for Saline County Jail

Preferred Building Solutions (PBS, "Consultant") takes pleasure in presenting the following proposal to Saline County ("Client") for third party commissioning services (Cx) related to mechanical systems for the new Saline County Jail located at 800 E. Pacific Ave in Salina, KS.

PROJECT DESCRIPTION

The 100% Construction Documents provided indicate the project consists of a new single-story plus basement and mezzanine jail. The building is already constructed with Turner Construction as the General Contractor.

SCOPE OF WORK

As requested, PBS scope of work include providing mechanical commissioning services. The mechanical equipment to be commissioned was taken from the 100% Construction documents drawings. Major equipment includes, but is not limited to, the following.

- Roof Top Units (19)
- Unit Heater – Gas (17)
- Unit Heater – Electric (9)
- Condensing Boilers for Heating (2)
- Domestic Hot Water (Gas) (6)
- Humidifiers (1)
- Exhaust Fans (14)
- Kitchen MUA (2)
- Condensing boiler (1)
- AC Unit (2)
- Diffuser (17)
- Domestic Booster Pump (2)
- In Line Pumps (Associated with equipment)
- Exhaust Fans (14)
- VFDs (Associated with equipment)
- Boilers (2)
- Variable Air Volume Terminal Units (79)
- Condensing unit (1)
- Split System AC Unit (6)
- Destratification Fan (23)
- Mixing Valves (2)
- Building Management System

As an added service, PBS can also commission the following electrical and plumbing systems –

- Domestic Hot Water System
- Water Management System
- Generator – includes "blackout" (or pull-the-plug) testing.
- Lighting Controls

PBS will provide the following:

- Pre-commissioning site visit walk through and Meet & Greet the construction team.
- Develop a simple Cx Plan

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- Review TAB test report prepared by others.
- Review Contractor Start-Up Checklists for all Commissioned Systems prepared by the subcontractors.
- Spot-Check Air Side Balance Procedures and Results by witnessing portion of TAB work by TAB contractor.
- Develop Functional Performance Test scripts
- Coordinate, Execute, and Document Functional Performance Tests
 - 160 hours have been allocated for onsite Cx work.
- Retest items of Non-Compliance after they are corrected (additional fees and expenses for retest may apply if multiple additional site visit(s) are required.)
- Maintain a Master Issues and Resolution Log

Final Commissioning Report

Provide final commissioning report at completion of work. Report shall include:

- Description of each system
- Overview of commissioning program for each system
- Commissioning results
- Operational recommendations
- Copy of completed discrepancy logs.
- Copy of completed checklists and functional tests.

Exclusions

The following are not included in PBS's scope of work:

1. Commissioning any system not listed above
2. Review of Design Documents
3. Review of submittals and shop drawings
4. Preparing Pre-functional Checklists
5. Construction progress site inspections
6. Review of OEM manuals
7. Witness contractor training to owners
8. Warranty phase services, e.g. 10-month warranty review
9. Seasonal commissioning services
10. Backflow Preventer Functional Testing
11. Test and Balance (TAB) and Duct Leakage Testing (DALT)
12. Electrical studies including but not limited to fault current analysis, coordination, and arc flash.
13. O&M documentation (will review breaker settings for compliance with power studies)
14. Attendance at any factory witness testing events.
15. Review of As-Built documentation provided from contractors.
16. Documentation for LEED, Green Globes, or any other certifications

Retest procedures that require additional site visits will be billed as an additional trip with rate noted in compensation section of this proposal.

SCHEDULE

The owner would like the commissioning services to be completed by the 2nd week of November. PBS has the capacity to meet this timeframe.

COMPENSATION

FSC proposes to perform the above basic Scope of Services less expenses for a fixed fee of **\$32,600 plus expenses**. Expenses will be invoiced at cost. Estimated expenses are **\$3,800**.

We propose an additional fee of **\$5,500** for commissioning the electrical and plumbing systems.

NOTES:

- Attached Terms & Conditions apply.
- PBS has included an allowance for repeating some test procedures. Part of the commissioning program is to identify and correct issues and validate corrections. Additional fees may be charged if there are an excessive number of tests that must be repeated or if testing has commenced and a system or contractor is not prepared to complete the testing program.
- It is assumed that PBS staff will be able to park within the property boundary without incurring parking fees. PBS will expense the cost of parking if there is a fee.
- PBS can provide thermal scanning services (if requested) for an additional fee. Thermal scanning for new work is often performed by the electrical contractor, therefore it is not included in our fee.
- Fees are based upon information gleaned from the construction documents. PBS reserves the right to amend this proposal if there is a significant change in the scope of work.

The fees are based upon completing the scope of work during normal business hours (Monday – Friday 7:00am to 6:00 pm.). There will be additional fees if there is a requirement to complete Cx work during premium hours (overnight or weekends)

Assuming you find this proposal acceptable, please sign, date, and return one copy to our office for our records.

We appreciate the opportunity to provide a fee proposal. Please feel free to call or email if you have any comments or questions.

Sincerely,



Sonia Garapaty, MS E.E., LEED AP
President

Approved

Date

TERMS AND CONDITIONS

1. **Scope of Services.** The scope of Consultant's services is described in the SCOPE OF WORK section of the Proposal ("Services"). Portions of the Services may be subcontracted. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, conflicting terms and conditions shall supersede those in this Agreement; however any terms and conditions in this Agreement and not in such form are still valid. Either party may terminate this Agreement or Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination.
3. **Change Orders.** Reasonable changes during the design phase of Project to assist in meeting Project's budget is included in the scope of Services. Changes in scope of Services during the construction phase are not included in the scope of Services. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following client's review, Client shall provide written acceptance. If Client 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 or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due within 30 days of invoice date. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice. Client shall pay a finance fee of 1 % per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 90 days or older. Consultant may suspend Services for lack of timely payment.
5. **LIMITATION OF LIABILITY.** **Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Client agrees that the total aggregate liability of Consultant (and its related corporations and employees) to Client is limited to \$5,000 for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's Services or this agreement.**
6. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and not duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recover shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
7. **Warranty.** **Consultant makes no warranties or guarantees, express or implied, relating to Consultant's Services. Consultant disclaims any implied warranties or warranties imposed by law.**
8. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ/\$4,000,000 agg); (iii) automobile liability insurance (\$1,000,000 combined single limit); and (iv) professional liability insurance (\$2,000,000 claim/agg). Certificates of insurance will be provided upon request. Should the Client request greater limits, the Client shall request such additional insurance prior to entering into this Agreement and Consultant will provide a cost quote for the additional insurance. The cost of such additional insurance shall be borne solely by the Client.

9. **Mutual Waiver of Consequential Damages.** The Client and Consultant waive consequential damages for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, indirect, punitive, or exemplary damages arising out of or relating to this Agreement.
10. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Consultant agree that all disputes between them in excess of \$5,000, as a condition precedent to legal action by either party, shall first be submitted to at least one session of mediation unless the parties mutually agree otherwise. Cost of mediation service shall be shared equally between Client and Consultant. The mediation shall be administered by a mutually agreeable mediation service and shall be held in the Kansas City metropolitan area unless another location is mutually agreed upon by Client and Consultant.
11. **On-Site Services.** Project site visits by Consultant during construction shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractors' failure to perform its work in accordance with the drawings and specifications, all of which shall remain the sole responsibility of the construction contractor.
12. **Betterment.** If a required item or component of the project is erroneously omitted from construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been otherwise required and included in the original construction documents. In no event will Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.