

Napa Valley Unified School District
CONTRACT FOR CONSULTANT SERVICES

The **NAPA VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter “District”, and Eichler Associates, Inc., hereinafter “Contractor”, do hereby agree as follows:

1. Description of Service: The Contractor will provide the following service: Commissioning services for River School, Increment #1 and #2
2. Term of Agreement:
Consultant work will commence beginning August 25, 2019 and be completed by August 25, 2019 but in no event later than December 31, 2019
3. Compensation:
The district will pay for services rendered on:
(a) A fixed fee basis of:
(b) A time and expense basis of:
(c) A total cost basis not to exceed **\$ 32,380**
Increment #1: \$23,500
Increment #2: \$7,380
Reimbursable: \$1,500
4. Expenses:
Description and amount of any costs in addition to compensation:
5. Method and Times of Payment: **Within 45 days of receipt invoice.**
6. Performance:
List specific persons or profession classifications that will perform work: **Commissioning services of mechanical systems, HVAC, plumbing, electrical lighting, and controls for River School**
7. District Contract Administrator: **Jennifer Gibb**
8. Funding Source and Account
9. Contract Documents:
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. **W-9 Form**

AGREED TO AND SIGNED THIS _____ DAY OF _____, 2019.

Signature

Eichler Associates, Inc.
Rosemary Bryant
Principal
1165 Lincoln Avenue # 8232
San Jose, CA 95155
408-841-9488

Signature

Napa Valley Unified School District
Michael Pearson
Executive Director of Facilities, Maintenance
and Operations
1616 Lincoln Avenue
Napa, California 94558
(707) 253-6281

Social Security or IRS Tax ID No:

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:		
Assistant Superintendent or Director: _____		_____ Date
Assistant Superintendent, Human Resources: _____		_____ Date
Board Approval: _____ Date		

Original - Contract Administrator
NVUSD 198 (Revised 2/97)

Copy - Accounting

Copy - Contractor

GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: **Napa Valley Unified School District**
2425 Jefferson Street #142
Napa, CA 94558
707-253-6865

CONSULTANT **Eichler Associates Inc.,**
1165 Lincoln Ave. #8232
San Jose, CA 95155
408-841-9488

6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

Contractor

Date



Proposal

Commissioning Agent (CxA) Services

Napa Valley Unified School District

River Elementary School Campus Inc #1 & Inc #2

Eichler Associates, Inc. would like to submit the following proposal to Mike Pearson Executive Director of Facilities, Maintenance, and Operations, Office of School Planning and Construction, Napa Valley Unified School District, 1616 Lincoln Avenue, Napa, CA 94558.

This proposal includes the scope of Commissioning (Cx) services that includes Title 24-Part 6 Energy Code Cx requirements (not including Cx Design Review) and as outlined in the Cx Services scope below.

Cx Services:

Design Phase Commissioning Process (modified)

This project is currently in construction. The scope of commissioning activities is modified as follows:

1. Review OPR document (if available) for: mechanical, electrical, plumbing, architectural, lighting, energy consumption, commissioning, indoor environmental quality, and functionality for district operation.
2. Review the Basis of Design Documentation (if available) prepared by the A/E for conformance with the OPR.
3. CD Phase Reviews: Perform focused reviews of the design including specifications, drawings, sequences of operations, and other relevant project documents.
4. Review all approved, relevant submittals.

Construction Phase Commissioning Process

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

1. Commissioning Kick-Off Meeting: Coordinate and conduct the construction phase commissioning kick-off meeting with the project team and issue meeting



minutes. CxA outlines the roles and responsibilities of each team member, specifies procedures for documenting commissioning activities and resolving issues, and reviews preliminary construction phase commissioning plan and schedule. CxA uses feedback to finalize the commissioning plan and schedule. These requirements for the kick-off meeting become part of the project specifications.

2. CM/PM Coordination: Post Commissioning Kick-Off Meeting minutes, coordinate with the construction management team and project management team to ensure all commissioning activities are being scheduled into the master schedule.
3. Commissioning Meetings: Plan and conduct commissioning meetings bi-monthly and distribute meeting minutes.
4. Commissioning Plan: Create commissioning plan during the construction phase.
5. Contractor Submittals: Review all contractor submittals applicable to systems being commissioned for compliance with the OPR, BOD, and commissioning needs, concurrent with the design team reviews.
6. RFI & Change Order Review: All Requests for Information (RFI) and change orders applicable to the commissioned systems to be reviewed by the CxA for impacts on commissioning and project requirements.
7. Pre-Functional Checklists: The installation, start-up and initial checkout of the equipment and systems are executed and documented by the contractor on Pre-functional checklists provided by the CxA and on manufacturer checklists shipped with the equipment. Write and develop individual Pre-Functional Checklists for each piece of commissioned equipment utilizing the information from the equipment manufacturer/submittals. These checklists are to be tailored specific to the equipment of the project. Plan and conduct a separate commissioning meeting to introduce and provide the Pre-Functional Checklists and explain the process to the General Contractor and the subcontractors well before equipment is delivered at the project site. Introduce the checklists, illustrate the importance of completing the checklists during the progression of installation and clarify which trades fill out each section. Issue meeting minutes to all participants.
8. Site Observation Visits: Perform site observation visits to observe component and system installations and to verify that Pre-Functional Checklists of each equipment/system is being incrementally completed by each responsible contractor/subcontractor. Prepare Site Observation Reports immediately after each site visit and distribute to the District and the design team after each visit. Add issues observed to the Master Issues Log. Develop deficiencies and resolution log.



9. Job-Site Meetings: Attend selected planning/job-site meetings to obtain information on construction progress and provide input on current commissioning activities and outstanding issues, if any.
10. Check-out Plan: Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
11. Pre-Functional Start-up: The CxA may witness some of the start-up execution and will spot-check selected items on the checklist prior to functional testing. Examples of these start-up activities that would be documented by the CxA may include, but not limited to:
 - Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed;
 - Witness any ductwork testing and cleaning, sufficient to be confident that proper procedures were followed;
 - Document systems startup by reviewing start-up reports and by selected site observation;
 - Coordinate and conduct pre-balance meeting to review test and balance procedures with all parties involved prior to beginning the balance efforts to ensure all procedures are approved and will be documented per the project requirements;
 - Verify air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation;
 - Verify sensors and actuators are properly calibrated by the installing contractors
12. Functional Performance Test Procedures: Write the Functional Performance Test Procedures for all equipment and systems. Procedures to include manual functional testing, energy management control system trending, and may include stand-alone datalogger monitoring.
13. Functional Testing: CxA manages, witnesses, and documents the functional tests, with the actual hands-on execution of the test procedures typically carried out by the subcontractors, particularly the controls contractor. Acceptable performance is reached when equipment or systems meet specified design parameters under specified conditions during different modes of operation, as described in the commissioning test requirements of the specifications and commissioning plan. Some testing is completed by monitoring system operation over time through the building automation system or dataloggers and is not normally completed until a few weeks after occupancy. CxA to coordinate retesting as necessary until satisfactory performance is achieved.

The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode,



staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors and spot-checked by the CxA during functional testing. CxA shall provide stand-alone data loggers as necessary.

14. Performance Logs & Data: Analyze functional performance trend logs and monitoring data to verify performance. Include a trend data review report interpreting the data together with recommendations for improved performance in the Commissioning Report.
15. Master Issues Log: Maintain a Master Issues Log for all commissioning related issues. Report all issues as they occur directly to the District. Provide directly to the District written progress reports and test results with recommended actions.
16. Equipment Warranty Review: Review equipment warranties to ensure that the Owner's responsibilities are clearly defined and document any deficiencies.
17. O&M Manuals: Review and approve the preparation of the O&M manuals for commissioned equipment.
18. Systems Manual: Produce a Systems Manual inclusive of information needed to understand, operate, and maintain the equipment and systems. The manual consists of the design record, space and use descriptions, single line drawings and schematics for major systems, control drawings, sequences of control, table of key setpoints and implications when changing them, time-of-day schedules, seasonal adjustment/startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with brief descriptions of what to look for in them. Components of this manual include, but are not limited to those items listed above as well as:
 - Site information including a narrative of the project scope;
 - Site contact information including design and construction teams, operations staff, and emergency contacts;
 - Utility connection and shutoff plans and information;
 - Description of all commissioned systems, including equipment location plans and system flow and riser diagrams;
 - Basic operations and maintenance narratives, including general site operating procedures, normal operation, emergency operation, basic troubleshooting, recommended maintenance requirements and logs, etc.;
 - Final control sequences and current operational requirements including schedules and set points;
 - Final test and balance information;
 - Site equipment inventory and maintenance notes, including spare parts and special tools required for maintenance of equipment;



- Copy of all special inspection verifications required by the enforcing agencies;
 - Other building operations resources and documentation
19. Systems Training: Enhanced systems training requirements are included in the specifications. CxA shall ensure adequate training plans are used by the contractor and training is completed per the contract documents. CxA must verify the requirements for training operating personnel and building occupants are completed.
20. Commissioning Report: Produce a Commissioning report that includes a list of participants and roles, building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the CxA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas: (1) Equipment meeting the equipment specifications; (2) Equipment installation; (3) Functional performance and efficiency; (4) Equipment documentation; and (5) Operator training.
- Outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall be listed.
 - Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 - Include a summary of the design review process, submittal review process, and O&M documentation and training review process.
 - The issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training records, test schedules, contractor completed pre-functional checklists, start-up reports, completed functional performance tests, the final sequences of operations, blank functional performance tests, trend log analysis, and other documentation deemed necessary by the CxA should all be included within the commissioning report.

Occupancy and Operations Phase Commissioning Process

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

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Verify continued training is completed by the GC.
3. Complete the final Commissioning Process Report.
4. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as



originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

Systems Included:

1. HVAC Systems
 - a) Package units
 - b) Hot water systems
 - c) VRF systems
 - d) Air Handling systems
 - e) Exhaust fans
 - f) Kitchen mechanical systems
 - g) HVAC controls systems, building and district-wide energy management systems
2. Domestic Hot Water & Plumbing Systems
 - a) Flow control devices
 - b) Pumping systems
3. Electrical lighting systems and lighting controls such as daylighting controls, occupancy sensors, exterior lighting.

Systems not included:

- 1) Fire/Life Safety Systems
- 2) Renewable Energy Systems
- 3) Water Re-Use Systems

Services not included:

- 1) Design work (MEP drawings or changes to drawings)
- 2) Title 24 Acceptance Testing
- 3) Building Envelope Commissioning
- 4) Measurement and Verification Plans



Eichler Associates, Inc.

ROSEMARY BRYAN - P.E., LEED AP (BD+C)
Principal – Cx Authority

7.25.19

Increment #1 - Cx Scope detailed in Cx Services above:

Eichler Associates, Inc. proposes the above scope of work for a sum not to exceed \$23,500.

Increment #2 - Cx Scope detailed in Cx Services above:

Eichler Associates, Inc. proposes the above scope of work for a sum not to exceed \$7,380.

Reimbursables shall not exceed \$1,500 and shall include mileage billed at the rate of \$0.55/mile.

Additional services will be billed at the rate of \$150/hour. Additional services may include non-performance of a subcontractor that requires return site visits by the Cx Authority to finalize Pre-Functional and/or Functional Testing.