



EVRPD Board Meeting Process
(adopted 1/22/2013; updated 10-2015)

Board president:

- 1. Calls Meeting to Order**
- 2. Leads the Pledge of Allegiance**

I pledge Allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation under God, indivisible,
with Liberty and Justice for all.

- 3. Conflict of Interest**

Before the meeting commences, the Board President asks:

“Are there any Board Members who need to disclose a conflict of interest related to the agenda items?”

[If there is a conflict, the Board member explains the conflict and then recuses himself/herself from the meeting before the Board discusses that agenda item.]



ESTES VALLEY RECREATION and PARK DISTRICT

NOTICE OF SPECIAL MEETING

**ESTES VALLEY RECREATION AND PARK DISTRICT
LARIMER COUNTY AND BOULDER COUNTY, COLORADO**

**Thursday, October 6, 2016
12:00 PM**

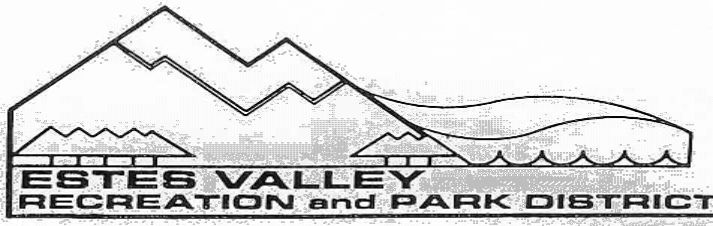
**EVRPD Administration Office - 690 Big Thompson Avenue
Estes Park, Colorado 80517**

AGENDA

1. Call to Order
2. Approval of Agenda
3. Appoint 2017 EVRPD Budget Officer (Action)
4. East Portal Watermain Bid Award (Action)
5. EVCC Professional Services Agreement (Action)
6. Adjournment

*The Board reserves the right to consider other appropriate items not available at the time the agenda was prepared.
The meeting is open to the public.*

Stan Gengler, Board Secretary



OCTOBER 6, 2016

AGENDA ITEM: 3

AGENDA TITLE: APPOINTMENT OF EVRPD BUDGET OFFICER

SUBMITTED BY: TOM CAROSELLO, EXECUTIVE DIRECTOR

BACKGROUND INFORMATION:

The Estes Valley Recreation and Park District is required to assign a budget officer annually to be responsible for our budget submissions to the State of Colorado.

Mrs. Davis must present a Draft budget to the EVRPD Board of Directors no later than October 15, 2016.

ATTACHMENTS:

Resolution

Report

Contract

Letter

Minutes

Map

Other:

BOARD ACTION NEEDED:

A motion to assign Mary Davis, Finance Director for the Estes Valley Recreation and Park District, as the designated Budget Officer for the 2017 Budget year.

Ken Czarnowski Yes No

Stanley Gengler Yes No

Ron Duell Yes No

Marie Richardson Yes No

Dave Kiser Yes No

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 6th day of October, 2016, by and between the Estes Valley Recreation and Park District (the “District”) and PCD Engineering Services, Inc., 323 3rd Avenue #100, Longmont, CO 80501 (“Consultant”) for the performance of professional services in connection with the following: Commissioning Services (hereafter the “Project”).

WHEREAS, the District needs consulting services described in the attached Request for Proposal for Commissioning Services attached as Exhibit A, incorporated herein by this reference (“Scope of Services”). In the event of any inconsistency in the terms of this Agreement and the incorporated documents, this Agreement shall control. The District may modify the Services at any time without invalidating this Agreement.

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

The Consultant will provide services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in Exhibit A- Scope of Services, and Fee Schedule – Exhibit C.
2. **Term of Agreement.** Consultant shall commence the services on September 2016 and complete such services on or before January 2018. If circumstances beyond the District's control cause the completion of construction and occupancy of the Project to extend beyond January 2018 then the Consultant shall continue to provide services until completion if requested by the District. If such delay was not caused by Consultant's acts or omissions, Consultant's charges for any Services shall be negotiated with the District.
3. **Compensation.** The District agrees to pay Consultant based on the Consultant billing rates and fees as defined in Exhibit C and shall be a not to exceed Base Bid value of \$21,200 and Alternate #1 value of \$5,300. The District has accepted the Base Bid – Fundamental Commissioning and Alternate #1 – Enhanced Commissioning. Unless otherwise expressly stated, Reimbursables shall be included in the total contract price. Payment for services will be provided to Consultant within thirty (45) days of Consultant's providing a detailed statement to the District.
4. **General Terms.**
 - (a) **Indemnification.** Consultant agrees to indemnify and hold harmless the District and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.

- (b) **Modifications**. This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.
- (c) **Independent Contractor**. Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the District, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- (d) **Non-Appropriation of Funds**. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the District payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- (e) **Neutrality**. The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.
- (f) **Conflicts of Interest**. During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the District in writing.
- (g) **Governing Law and Venue**. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any action arising hereunder shall be in Weld County, Colorado.
- (h) **Severability**. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- (i) **Transfer and Assignment**. The Consultant shall not transfer or assign its interest in this Agreement without the written consent of the District. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the District.
- (j) **Binding Effect**. The terms and conditions of this Agreement shall be binding upon Consultant, its successors, transferees and assignees.
- (k) **No Third Party Beneficiaries**. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the District and the Consultant.

- (l) **No Public Official Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the District.

5. **Insurance**

- (a) The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. Consultant shall provide a Certificate of Insurance in accordance with the requirements upon execution of this contract.
- (b) Such coverage shall provide a limit of \$1,000,000.00 combined single limit bodily injury and property damage for each occurrence subject to an aggregate limit of \$2,000,000.00. Personal injury coverage shall provide a limit of \$1,000,000.00 combined single limit for each occurrence subject to an aggregate limit of \$2,000,000.00. A policy that provides \$1,000,000.00 of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory.
- (c) Consultant shall secure and maintain in full force and effect a policy of professional liability insurance providing coverage in an amount of at least \$1,000,000.00 per claim subject to an aggregate limit of \$2,000,000.00. If any "claims made" insurance policy provided by the Consultant pursuant to this Agreement is canceled or not renewed, the Consultant shall provide a substitute policy with terms and conditions and in an amount that complies with the terms of this Agreement and that provides for retroactive coverage to the date of commencement of work under this agreement. All insurance policies shall be maintained in full force and effect for three years from the date of completion of the Project.
- (d) The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the District to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The District shall then pay the Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the District when and if this Agreement is terminated.

- 7. **Addresses of Notices and Communications.** All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

Estes Valley Recreation and Park District
Attn: Tom Carosello, Executive Director
690 Big Thompson Avenue
Estes, CO 80517

DONE AND DATED this _____ day of _____, 201__.

ESTES RECREATION AND PARK DISTRICT

ATTEST:

By: _____
EVRPD, sign & print

By: _____
Tom Carosello, Executive Director

CONSULTANT:

By: _____
STATE OF COLORADO)
)ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by _____ as the _____ of _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A – SCOPE OF SERVICES

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 the District a high level of assurance that the numerous complex systems have been installed in the prescribed manner for the Recreation Facility:

The District's goals for the commissioning process include:

- To insure 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.

B. Equipment and Systems to be commissioned

Generally, Commissioning shall be performed for all Mechanical Systems/Equipment. Mechanical systems being considered for the facility include Packaged Roof Top Units (3), Pool Dehumidification Unit (1 in base scope, 1 as alternate), exhaust fans, split systems, and VAV terminal units.

Equipment Covered by Commissioning:

- | | |
|------------------------------|---|
| 1. Motors | 9. Fan coil units |
| 2. Variable frequency drives | 10. Power ventilators |
| 3. Water distribution pumps | 11. Building automation system/controls |
| 4. HVAC piping | 12. Testing, adjusting, and balancing |
| 5. HVAC pumps | 13. Exhaust exchange equipment |
| 6. HVAC chemical treatment | 14. Chiller (s) |
| 7. Boiler (s) | 15. Air Terminal Units/Coils |
| 8. Water Treatment | 16. Pool Equipment and piping |

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), general contractor (GC), 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.

The District expects the selected Commissioning Agent to lead the commissioning process and integrate meetings with the Design Team in a manner and interval appropriate to complete the project successfully.

The team will meet as needed to review the commissioning process. Meetings will be coordinated between the CxA, design team and GC, 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 process are listed below. For the most part, the tasks happen sequentially, although some are ongoing and overlapping. Below is a description of each task:

Issuance of Owner's Project Requirements (OPR): CxA will meet with the Owner, Owner's Representative, A/E, and Mechanical Engineer to develop an OPR document. This document will assist the Cx in finalizing a Basis of Design for the project.

1. **Design Review:** The CxA will review at a minimum two design submittals (DD, and 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.
2. **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.
 - Commissioning Program Overview
 - Goals and objectives
 - General project information
 - Systems to be commissioned
 - Commissioning Team
 - Team members, roles, and responsibilities
 - Communication protocol
 - Commissioning Process Activities
 - Documenting owner project requirements
 - Preparing basis of design
 - Developing systems functional performance test procedures
 - Verifying systems performance
 - Reporting deficiencies and the resolution process
 - Accepting the building

Projects pursuing enhanced commissioning will need to expand the commissioning plan to include:

- Documenting the commissioning review process
- Reviewing contractor submittals
- Developing the systems manual
- Verify the training of operations personnel
- Reviewing building operation after final acceptance

3. **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.

4. **Commissioning Specifications:** Develop and incorporate commissioning specifications into the construction documents. Specifications should describe the following:
 - Commissioning team involvement
 - Contractors' responsibilities
 - Submittal review procedures for commissioned systems
 - Operations and maintenance documentation and systems manuals
 - Meetings
 - Construction verification procedures
 - Startup plan development and implementation
 - Functional performance testing
 - Acceptance and closeout
 - Training
 - Warranty

5. **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, AE, GC 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:
 - Make regular job-site visits, which include checks of installation practices, attend construction meetings and report unresolved issues, and provide a report for each site visit. These are typically as needed, but should be at least bi-weekly during construction and installation of mechanical system components
 - Work with GC/OR to get commissioning activities on the master construction schedule
 - Create inspection checklists for GC and verify completed checklist
 - Coordinate with GC sequence of events for controls, TAB, and commissioning
 - Verify proper installation of equipment/systems to be commissioned
 - Observe equipment start-up ensuring adherence to manufacturer's recommendations
 - Test components as prescribed in commissioning specifications

6. **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 A/E, and shall be returned with comments within ten (10) business days.

7. **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.

8. **Controls Point-to-point Verification:** The CxA will select random system control points 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.
9. **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 and will review the draft TAB report.
10. **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.
11. **Record Drawings:** The CxA shall assist with the engineer's document review process by reviewing record drawings to see that commissioning details have been incorporated. Discrepancies noted will be reported to the GC/AE for correction by the appropriate party.
12. **O&M Submissions:** The CxA will furnish a sample O&M Manual table of contents and will review all O&M manuals provided by contractors for the equipment and systems covered by the commissioning process. The review will verify that 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.
13. **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 CMGC is responsible for providing a proposed agenda and schedule of the training beforehand for approval by the CxA and the Owner. Video taping the training sessions is strongly recommended but not included as part of this proposal.
14. **Construction Issues:** Any issues identified during observations and checkouts will be noted by the CxA and reported to the appropriate parties. As part of their contractual responsibilities, the design and construction team, as appropriate, will develop and implement solutions that address these issues.
15. **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 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.

16. **Completion of Enhanced Commissioning:** All activities that define fundamental commissioning per LEED for New Construction and Major Renovation are included in the base Cx scope (Note: this is not a LEED Project). The base Cx scope also includes some services that are considered Enhanced Commissioning. In addition to those items Cx shall include the completion enhanced commissioning by reviewing the building operation within 10 months after substantial completion. A plan should be developed to mitigate any outstanding commissioning-related issues. Since most items required for enhanced commissioning are tied into the base scope the proposal shall include the cost for reviewing building operation within 10 months after substantial completion and producing a plan for resolution of outstanding issues as a result of this review. In addition, a Systems Manual coordinated with the GC Operations and Maintenance manual shall be developed.

EXHIBIT B
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE DISTRICT MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE ESTES VALLEY RECREATION AND PARK DISTRICT.



Exhibit C

F. Fees (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	
Fundamental Commissioning - Not to Exceed Cost	
=	\$ 21,200
Alternate #1	
Enhanced Commissioning (Not included in NTE price above)	
=	\$ 5,300

Please indicate if you will sign the attached contract as is: Yes

Not to Exceed Breakdown for Fundamental Commissioning (Base Bid)

Work Description	% of Time	Estimate of Hours	Estimated Number of Meetings and/or Site Visits *
Design Phase			
OPR/Basis of Design Review (as required by Fundamental)	2%	4	1
Design and Construction Documents Review (not required for Fundamental Commissioning, but this should be priced with base bid)	9%	19	4
Commissioning Plan	3%	6	1
Specification Development	2%	4	1
Attend design meetings	3%	6	4
Construction Phase			
Attend construction meetings	7%	14	10
Construction Observations	8%	17	8
Pre-functional procedures	5%	10	2
Controls point to point verifications	12%	25	5
Test and Balancing Observations	2%	4	2
Functional Performance procedures	37%	76	10
Close out Phase			
Records Drawings	2%	4	1
O&M Submittal Review	2%	4	1
Commissioning Report (Fundamental)	6%	12	1
TOTAL	100%	205	51

Breakdown for Enhanced Commissioning Alternate #1

Work Description	% of Time	Estimate of Hours	Estimated Number of Meetings*
Design Review of OPR & BOD (as required by Enhanced)	4%	2	0
Review of Design of Construction Documents (price with base scope above)			0
Submittal Review	27%	15	4
Development of System Manual	15%	8	1
Training	21%	12	4
Commissioning Report (Enhanced)	5%	3	1
Review of Building Operation within 10 Months after Substantial Completion	28%	15	2
TOTAL	100%	55	12



Billing Rates

Billing Rate Breakdown	2016	Total Estimate of Hours Allocated to Project During 2016	2017	Total Estimate of Hours Allocated to Project During 2017
Principal, Project Executives	\$ 125.00	13	\$ 125.00	26
Senior Associates, Senior Project Managers	\$ 110.00	13	\$ 110.00	26
Associates, Senior Engineers, Project Managers	\$ 110.00	21	\$ 110.00	44
Staff Engineers Level II	\$ 100.00	-	\$ 100.00	-
Staff Engineers Level I	\$ 90.00	9	\$ 90.00	17
Senior Field Technicians	\$ 80.00	21	\$ 80.00	44
Field Technicians	\$ 70.00	-	\$ 70.00	-
Secretarial	\$ 50.00	9	\$ 50.00	17
Trip charge or minimum charge if applicable	N/A		N/A	
Mileage to project site if applicable	included		included	
TOTAL		86		174

Notes:

* Meetings/site visits listed will be combined as much as possible to address multiple task items per meeting. For example, a point-to-point verification and construction observation may occur during same visit.

Fee proposal is based on utilizing ASHRAE, LEED and Industry recommended sampling protocols

Fee proposal is based on electronic delivery of all reviews and reports.