

Project Leaders

Project: Dover Community Center Project	Monthly Report No.: <u>03</u>
Job No: n/a	Month of: September 2021
Architect: Fennick McCredie Architecture 70 Franklin Street Boston, MA 02110	Owner: Town of Dover, Massachusetts 5 Springdale Avenue Dover, MA 02030

Associate Director: Phil Palumbo	Email Address: phil.palumbo@colliers.com
Project Manager: John Bates	Email Address: john.bates@colliers.com
Construction Representative: n/a	Email Address: n/a

Design Development Progress During Month of September:

September 3 rd	Meeting with Eversource, FMA and Dover
September 9 th	Meeting with Dover regarding Builder's Risk Insurance
September 10 th	Design Development Set Sent to Cost Estimators
September 13th	Building Committee Meeting Reviewing: Sustainability
September 13 th	Planning Board meeting to discuss site design progress
September 14 th	Meeting with Eversource, The Green Engineer, FMA, Colliers and Dover
September 16 th	Meeting with Solect Energy and Colliers
September 22 nd	Meeting with Dover Building and Fire Inspectors, FMA, BVH and Colliers
September 22 nd	Meeting with the Dover Theater Users, FMA and Colliers
September 22 nd	MEP Commissioning RFP Available to Commissioning Agents
September 29 th	Design Development Estimate Reconciliation Meeting
September 30 th	Meeting with Eversource, The Green Engineer, FMA, Colliers and Dover

30 Day Look Ahead Summary:

October 4 th	Building Committee Meeting Reviewing: • Building Envelope Commissioning Agent RFP • DD Reconciled Estimates • Approval to Proceed to Construction Documents
October 5 th	Construction Documents Kick-off
October 6 th	MEP Commissioning Proposals Due
October 13 th	Building Envelope Commissioning RFP Available to Commissioning Agents
October 26 th	Contract with Selected MEP Commissioning Agent
October 27 th	Building Envelope Commissioning Agent Proposals Due

Project Leaders

Upcoming Building Committee Approvals:

October 4 th	Building Committee Votes to Approve: <ul style="list-style-type: none"> • Building Envelope Commissioning Agent RFP • Approval to Proceed to Construction Documents
October 18 th	Building Committee Votes to Approve: <ul style="list-style-type: none"> • Selection of Contractor Prequalification Sub Committee • MEP Commissioning Agent Approval
February 28 th	Building Committee Votes to Approve: <ul style="list-style-type: none"> • Proceed to Bidding

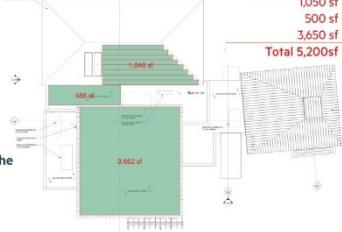
Problems Encountered:

	1st noted (period ending)	Status
1) No issues encountered during September.	September 2021	Closed

Comments:

	1st noted (period ending)	Status
1) No comments at this time.	September 2021	Closed

DESIGN PROGRESS IMAGES

Major Factors in Energy Use Looking for incentives for increase insulation <ul style="list-style-type: none"> 1. Solar Heat Gain /Orientation 2. Insulation 3. Window U-Value 4. Tight Envelope 5. Mechanical System (Heating/Cooling/ Air) <table border="1"> <thead> <tr> <th>Baseline (EUI=28)</th><th>Upgrade</th><th>Upgraded EUI</th><th>Additional Insulation</th></tr> </thead> <tbody> <tr> <td>R-30</td><td>R-50</td><td>26.4 kBtu/sf</td><td>-1.3</td></tr> <tr> <td>R-20</td><td>R-30</td><td>27.2 kBtu/sf</td><td>-0.7</td></tr> <tr> <td>CODE</td><td></td><td></td><td>MA Airbarrier requirement best in country</td></tr> <tr> <td>U=.28</td><td>U=.24</td><td>27.4 kBtu/sf</td><td>-0.3</td></tr> <tr> <td>SHGC=.28</td><td>SHGC=.21</td><td>28.4 kBtu/sf</td><td>+.5</td></tr> </tbody> </table>  <p>Cornell House, NYC Passivhaus Standard 280mm (11") of mineral wool insulation</p>	Baseline (EUI=28)	Upgrade	Upgraded EUI	Additional Insulation	R-30	R-50	26.4 kBtu/sf	-1.3	R-20	R-30	27.2 kBtu/sf	-0.7	CODE			MA Airbarrier requirement best in country	U=.28	U=.24	27.4 kBtu/sf	-0.3	SHGC=.28	SHGC=.21	28.4 kBtu/sf	+.5	Energy Savings PV Potential 	Energy Savings PV Potential  <p>Available for PV: 1,050 sf 500 sf 3,650 sf Total 5,200sf</p> <p>5,200 sf installation = 72.5kW 93,860 kWh/yr * = 60% of projected 154,683 kWh (based on EUI of 28)</p> <p>*NREL pvwatts.nrel.gov</p>
Baseline (EUI=28)	Upgrade	Upgraded EUI	Additional Insulation																							
R-30	R-50	26.4 kBtu/sf	-1.3																							
R-20	R-30	27.2 kBtu/sf	-0.7																							
CODE			MA Airbarrier requirement best in country																							
U=.28	U=.24	27.4 kBtu/sf	-0.3																							
SHGC=.28	SHGC=.21	28.4 kBtu/sf	+.5																							

Design Development – Sustainability: Major Factors in Energy Use
- September 13th, 2021

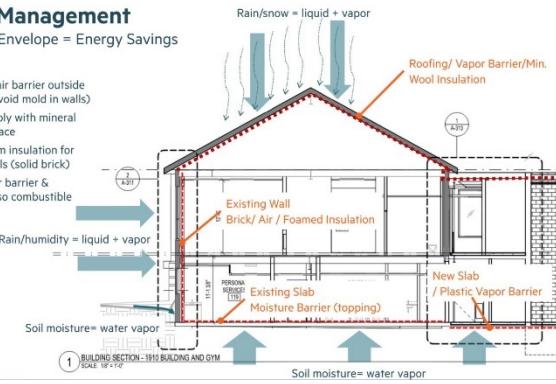
Design Development – Sustainability: PV Potential
- September 13th, 2021

Project Leaders

Moisture Management

Tight Building Envelope = Energy Savings

1. MA Code requires air barrier outside of stud cavity (to avoid mold in walls)
2. New walls will comply with mineral wool behind brick face
3. Planning spray foam insulation for behind existing walls (solid brick)
4. Spray foam is an air barrier & insulation, but is also combustible



Design Development - Sustainability: Moisture Management

- September 13th, 2021

What are VOCs?

A major factor in Indoor Air Quality

Volatile organic compounds are compounds that have a high vapor pressure and low water solubility. Many VOCs are human-made chemicals that are used and produced in the manufacture of paints, solvents, pharmaceuticals, and refrigerants. VOCs are common ground-water contaminants.

- EPA.gov

Symptoms

Can range from mild irritation to severe reactions. Some VOCs have been classified as group 1 carcinogens:

- Dizziness
- Headache
- Nausea
- Nasal Congestion
- Rashes
- Persistent Cough
- Eye irritation
- Lethargy/ Fatigue
- Increase angina
- Vomiting

TYPES

There is a high variety of carbon-based chemicals (VOCs) and for each one EPA has a guideline. Based on its different properties, VOCs can be categorized as: aromatic hydrocarbons, aldehydes, ketones, alcohols, esters, and acetates. Some are known as carcinogens, others are irritants and become others cause neurological harm as Toluene.

VOCs

formaldehyde

A colorless, pungent gas, colorless at room temperature. It is present in very small amounts of household products.

benzene

A colorless, carcinogenic gas with a sweet,芳香味. It has been known to cause cancer in humans. Among the many uses of benzene are as a solvent, in the synthesis of dyes, fuels and pharmaceuticals.



Design Development - Sustainability: Indoor Air Quality - VOC's

- September 13th, 2021

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MILESTONE SCHEDULE

Town of Dover
Community Center Project
10/4/2021 - Project Schedule

		○ Owner Meeting	◆ Major Milestone			
II. Schematic Design Phase					February 9, 2021 thru June 12, 2021	
1 Schematic Design of Preferred Solutions					81 Days	11-Feb-21 thru 3-May-21
2 Building Committee Meeting to Review SD Progress					9-Mar-21	
3 Building Committee Meeting to Review SD Progress					10-Mar-21	
4 Building Committee Meeting to Review SD Progress					22-Mar-21	
5 Building Committee Meeting to Review SD Progress					23-Mar-21	
6 Building Committee Meeting to Review SD Progress					5-Apr-21	
7 Building Committee Meeting to Review SD Progress					12-Apr-21	
8 SD Sets to Estimators					9-Apr-21	
9 SD Design Review					9-Apr-21 thru 23-Apr-21	
10 SD Estimate					9-Apr-21 thru 23-Apr-21	
11 SD Estimate Reconciliation					28-Apr-21	
12 SD Value Management					28-Apr-21 thru 30-Apr-21	
13 Building Committee Meeting to Review and Approve SD Package					3-May-21	
14 Public Presentation(s)					Week of 5/10/2021	
15 Any required Town Board / Committee votes for STM language, etc.					Week of 5/17/2021	
16 Final Public Presentation					2-Jun-21	
17 Building Committee Meeting to Review Public Comments					7-Jun-21	
18 Town Meeting					12-Jun-21	
III. Design Development Phase					July 01, 2021 thru October 4, 2021	
1 Commerce CD Documents					1-Jul-21	
2 Building Committee Meeting					12-Jul-21	
3 Building Committee Meeting					26-Jul-21	
4 Building Committee Meeting					9-Aug-21	
5 Building Committee Meeting					30-Aug-21	
6 Send CD Set to Estimators					15-Sep-21	
7 Building Committee Meeting - MEP COMMISSIONING RFP APPROVAL					13-Sep-21	
8 Issue MEP Commissioning RFP to Central Register					by 9/16/2021	
9 MEP Commissioning RFP Available to Commissioning Agents					22-Sep-21	
10 CD Estimates Due From Estimators					24-Sep-21	
11 100% DD Set Submission					27-Sep-21	
12 DD Design Review					27-Sep-21 thru 11-Oct-21	
13 Building Committee Meeting					27-Sep-21	
14 DD Estimate Reconciliation Meeting					29-Sep-21	
15 DD Value Management					29-Sep-21 thru 1-Oct-21	
16 Building Committee Meeting - Approval of BE Commissioning RFP and APPROVAL TO PROCEED TO BE COMMISSIONING					4-Oct-21	
17 Complete DD Reviews; NTP to CD Phase					4-Oct-21	
IV. Construction Document Phase					October 5, 2021 thru February 28, 2022	
1 Commerce CD Documents					5-Oct-21	
2 MEP Commissioning Agent Proposals Due					6-Oct-21	
3 Issue BE Commissioning RFP to Central Register					7-Oct-21	
4 BE Commissioning RFP Available to Commissioning Agents					13-Oct-21	
5 Building Committee Meeting - SELECTION OF CONTRACTOR PREQUAL COMMITTEE & MEP Cx AGENT APPROVAL					25-Oct-21	
6 Contract with Selected MEP Commissioning Agent					26-Oct-21 thru 2-Nov-21	
7 BE Commissioning Agent Proposals Due					27-Oct-21	
8 Building Committee Meeting - BE Cx AGENT APPROVAL					15-Nov-21	
9 Contractor Prequal Committee Meeting to Review Draft RFQ					15-Nov-21 thru 19-Nov-21	
10 Contractor with Selected BE Commissioning Agent					16-Nov-21 thru 23-Nov-21	
11 Contractor Prequal Committee Meeting to Approve Contractor RFQ					29-Nov-21 thru 3-Dec-21	
12 Advertise Contractor RFQ in Central Register, Local Newspaper and COMMBUY'S					2-Dec-21	
13 Contractor Prequal Available to Contractors					8-Dec-21	
14 Contractor Prequal Available to Contractors					10-Dec-21 thru 31-Dec-21	
15 Send 80% CD Set to Estimators					10-Dec-21	
16 CD Design/Cost Estimate Review					10-Dec-21 thru 13-Dec-21	
17 Planning Board Submission - Site Plan Review					13-Dec-21	
18 Building Committee Meeting					15-Dec-21	
19 Contractor Prequal Info Meeting and Site Walkthrough					31-Dec-21	
20 CD Estimates Due From Estimators					5-Jan-22	
21 Contractor SOQ's Due					5-Jan-22	
22 Contractor Prequal Committee Meeting to Distribute SOQ's					5-Jan-22 thru 12-Jan-22	
23 CD Estimate Reconciliation Meeting					5-Jan-22 thru 14-Jan-22	
24 CD VE Effort Completed (If Necessary)					10-Jan-22	
25 Planning Board - Site Plan Review					10-Jan-22	
26 Building Committee Meeting					17-Jan-22	
27 Selectman - Site Plan Review					20-Jan-22	
28 Planning Board - Site Plan Review - 2nd Meeting					24-Jan-22	
29 Contractor Prequal Committee Meeting (If Necessary)					24-Jan-22 thru 28-Jan-22	
30 Contractor Prequal Committee Meeting - Complete Contractor Quals Review					7-Feb-22	
31 Selectman - Site Plan Review Approval					17-Feb-22	
32 Deadline for Contractor Notification Reg Prequal					21-Feb-22	
33 Complete 100% Construction Documents - Issued for Final Review					22-Feb-22	
34 Building Committee Meeting - APPROVAL TO PROCEED TO BID					28-Feb-22	
35 Complete Contract Documents; NTP to Bid					28-Feb-22	
V. Bidding / Negotiation Phase					March 1, 2022 thru April 29, 2022	
1 Send Bid Docs to Bid Hosting Vendor					1-Mar-22	
2 Input IFB Ad in Central Register					3-Mar-22	
3 Send Invitation to Bid to Prequalified General Contractors and Filled Subcontractors					28-Feb-22 thru 4-Mar-22	
4 IFB Ad's Go LIVE					9-Mar-22	
5 Bid Docs Available to Contractors					9-Mar-22	
6 PreBid Conference					16-Mar-22	
7 Filled Subcontractor RFI Due Date					18-Mar-22	
8 Filled Subcontractor Bid					29-Mar-22	
9 General Contractor RFI Due Date					31-Mar-22	
10 General Contractor Bid					11-Apr-22	
11 Building Committee Meeting					13-Apr-22	
12 Selectboard Meeting for GC Contract					14-Apr-22	
13 Issue Notice-To-Proceed to GC					15-Apr-22	
14 Finalize Construction Contracts					15-Apr-22 thru 29-Apr-22	
VI. Construction Phase					April 18, 2022 thru June 26, 2023	
1 Start Construction					18-Apr-22	
2 Building Committee Meeting					2-May-22	
3 Building Committee Meeting					6-Jun-22	
4 Building Committee Meeting					11-Jul-22	
5 Building Committee Meeting					8-Aug-22	
6 Building Committee Meeting					5-Sep-22	
7 Building Committee Meeting					3-Oct-22	
8 Building Committee Meeting					7-Nov-22	
9 Building Committee Meeting					5-Dec-22	
10 Building Committee Meeting					9-Jan-23	
11 Building Committee Meeting					6-Feb-23	
12 Building Committee Meeting					6-Mar-23	
13 Building Committee Meeting					3-Apr-23	
14 Building Committee Meeting					8-May-23	
15 MEP Commissioning					5-May-23 thru 19-May-23	
16 Contractor Substantial Completion					22-May-23	
17 FF&E & Punchlist					23-May-23 thru 25-Jun-23	
18 Building Committee Meeting					5-Jun-23	
19 Final Completion					26-Jun-23	
20 Move-In					26-Jun-23	
VII. Project Close-Out					July 2023 thru August 2023	

FINANCIAL STATUS REPORT



Town of Dover Community Center Building

Financial Status Report (\$000's)

Date: October 4, 2021

	A	B	C	D1	D2	D	E	F	G
				Budgeted Project Costs			Anticipated Costs		Remaining Balance (C - F)
	Project Budget	Approved Transfers	Approved Budget w/ Transfers	Paid	Unpaid	Total Contract	Planned, but not Contracted	Anticipated Total Costs (D + E)	
Budget developed as of 5/3/2021									
I. Construction									
<u>A.</u> Building & Site	\$ 14,180.0	\$ -	\$ 14,180.0	\$ -	\$ -	\$ -	\$ 14,180.0	\$ 14,180.0	\$ -
<u>B.</u> Other Construction									
Total Construction	\$ 14,180.0	\$ -	\$ 14,180.0	\$ -	\$ -	\$ -	\$ 14,180.0	\$ 14,180.0	\$ -
IV. Furniture, Fixtures & Equipment (FF&E)									
<u>A.</u> Loose Furnishings	436.2	-	436.2	-	-	-	436.2	436.2	-
<u>B.</u> Program Related Equipment	w/ above	-	-	-	-	-	-	-	-
<u>C.</u> Data/Telecomm Equipt	w/ above	-	-	-	-	-	-	-	-
<u>D.</u> Audio/Visual Equipment	w/ above	-	-	-	-	-	-	-	-
<u>E.</u> Security Equipment	-	-	-	-	-	-	-	-	-
<u>F.</u> Specialty Signage	-	-	-	-	-	-	-	-	-
Total FF & E	436.2	-	436.2	-	-	-	436.2	436.2	-
V. Fees and Expenses									
A. Fees									
<u>1.</u> Feasibility & Schematic Design Phase	347.0	-	347.0	346.9	-	346.9	-	346.9	0.1
<u>2.</u> Architect	1,508.7	-	1,508.7	-	1,506.2	1,506.2	2.5	1,508.7	-
<u>a.</u> Civil Engineering	w/ architect	-	-	-	-	-	-	-	-
<u>b.</u> Landscape Arch.	w/ architect	-	-	-	-	-	-	-	-
<u>c.</u> Structural Engineering	w/ architect	-	-	-	-	-	-	-	-
<u>d.</u> MEP/FP Engineering	w/ architect	-	-	-	-	-	-	-	-
<u>e.</u> Interior/Furniture Designer	w/ architect	-	-	-	-	-	-	-	-
<u>f.</u> Lighting Consultant	w/ architect	-	-	-	-	-	-	-	-
<u>g.</u> Acoustical Consultant	w/ architect	-	-	-	-	-	-	-	-
<u>h.</u> Signage Consultant	w/ architect	-	-	-	-	-	-	-	-
<u>i.</u> LEED Designer	w/ architect	-	-	-	-	-	-	-	-
<u>j.</u> Referendum Services	w/ architect	-	-	-	-	-	-	-	-
<u>k.</u> Code Consultant	w/ architect	-	-	-	-	-	-	-	-
<u>l.</u> Designer's Cost Estimator	w/ architect	-	-	-	-	-	-	-	-
<u>3.</u> Special Consultants									
<u>a.</u> Haz. Mat. Monitoring	42.5	-	42.5	-	-	-	42.5	42.5	-
<u>b.</u> Audio/Visual	w/ architect	-	-	-	-	-	-	-	-
<u>c.</u> Technology & Security Consultant	w/ architect	-	-	-	-	-	-	-	-
<u>d.</u> Geo-Tech Monitoring	7.5	-	7.5	-	-	-	7.5	7.5	-
<u>e.</u> Traffic Engineer	w/ Peer Review	-	-	-	-	-	-	-	-

9/30/2021

FINANCIAL STATUS REPORT



Town of Dover Community Center Building

Financial Status Report (\$000's)

Date: October 4, 2021

	Budget developed as of <u>5/3/2021</u>	Budget			Contracted Project Costs		Anticipated Costs		Remaining Balance (C - F)
		Project Budget	Approved Transfers	Approved Budget w/ Transfers	Paid	Unpaid	Total Contract	Planned, but not Contracted	
<u>f</u>	Ecologist/Soil Sample	-	-	-	-	-	-	-	-
<u>g</u>	Peer Reviews	10.0	-	10.0	-	-	-	10.0	10.0
<u>h</u>	Green Building Consultant	w/ architect	-	-	-	-	-	-	-
<u>i</u>	Storm Water Monitoring	-	-	-	-	-	-	-	-
<u>4</u>	Project Management	485.0	-	485.0	56.0	429.0	485.0	-	485.0
<u>5</u>	Building Commissioning	40.0	20.0	60.0	-	-	-	60.0	60.0
<u>6</u>	Owner's Cost Estimator	25.0	-	25.0	-	-	-	25.0	25.0
<u>7</u>	CM Preconstruction Fee	-	-	-	-	-	-	-	-
<u>8</u>	Owner's Legal Fees	10.0	-	10.0	-	-	-	10.0	10.0
<u>9</u>	Site Survey	w/ architect	-	-	-	-	-	-	-
<u>10</u>	Utility Assessment	10.0	-	10.0	-	-	-	10.0	10.0
Sub-total Fees		2,485.7	20.0	2,505.7	402.9	1,935.2	2,338.1	167.5	2,505.6
									0.1
B. Expenses									
<u>1</u>	Owner's Insurance	20.3	(20.0)	0.3	-	-	-	0.3	0.3
<u>2</u>	Permits	-	-	-	-	-	-	-	-
<u>3</u>	Printing	6.0	-	6.0	-	-	-	6.0	6.0
<u>4</u>	Construction Utilities Use	w/ constr	-	-	-	-	-	-	-
<u>5</u>	Site Borings	w/ geotech	-	-	-	-	-	-	-
<u>6</u>	Materials Testing	20.0	-	20.0	-	-	-	20.0	20.0
<u>7</u>	Special Inspections	w/ mat testing	-	-	-	-	-	-	-
<u>8</u>	Consultant Reimbursables	35.0	-	35.0	3.8	-	3.8	31.2	35.0
<u>9</u>	Moving/Relocation	85.0	-	85.0	-	-	-	85.0	85.0
<u>10</u>	Temporary Space/Ops	-	-	-	-	-	-	-	-
<u>11</u>	Advertising	2.5	-	2.5	-	-	-	2.5	2.5
<u>12</u>	Physical Plant Expenses	-	-	-	-	-	-	-	-
<u>13</u>	Misc. Expenses	10.0	-	10.0	-	-	-	10.0	10.0
<u>14</u>	Bond/Financing	-	-	-	-	-	-	-	-
<u>15</u>	Site Acquisition	-	-	-	-	-	-	-	-
Sub-total Expenses		178.8	(20.0)	158.8	3.8	-	3.8	155.0	158.8
									0.0
Total Fees and Expenses		2,664.5	-	2,664.5	406.7	1,935.2	2,341.9	322.5	2,664.4
									0.1

FINANCIAL STATUS REPORT



Town of Dover Community Center Building

Financial Status Report (\$000's)

Date: **October 4, 2021**

	Budget			Contracted Project Costs		Anticipated Costs		Remaining Balance (C - F)
	Project Budget	Approved Transfers	Approved Budget w/ Transfers	Paid	Unpaid	Total Contract	Planned, but not Contracted	
Budget developed as of 5/3/2021								
VI. Contingency								
A. Construction & Owner's Project								
1 Construction	709.5	-	709.5	-	-	-	-	709.5
2 Owner's Project	859.8	-	859.8	-	-	-	-	859.8
B. Additional Need	-	-	-	-	-	-	-	-
Total Contingency	1,569.3	-	1,569.3	-	-	-	-	1,569.3
Total Project	\$ 18,850.0	\$ -	\$ 18,850.0	\$ 406.7	\$ 1,935.2	\$ 2,341.9	\$ 14,938.7	\$ 17,280.6
								\$ 1,569.4



Town of Dover
Community Center Addition/Renovation
4 Springdale Avenue, Dover, MA

RFP Issue Date:	October 13, 2021	
Proposal Due Date:	October 27, 2021	at 12:00 PM

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 - B. Form of Agreement
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 - B. Contents of Written Proposal
 - C. Cost Proposal
- V. MISCELLANEOUS CONDITIONS**
 - A. Terms
 - B. Right to Annul or Terminate
- VI. APPENDICES (see section VI for Exhibit C URL link)**
 - Exhibit A – Milestone Schedule dated 10/13/2021
 - Exhibit B – Commissioning Agreement and Scope of Services
 - Exhibit C – Design Development Drawings and Specifications

Request for Proposals for Building Envelope Commissioning Services



I. PROJECT OVERVIEW

A. Project Background

After years of study, analysis and conceptual design, the Town of Dover voters approved the construction and related costs for the addition/renovation of the Dover Community Center on June 12, 2021.

Colliers Project Leaders (CPL) is the Owner's Project Manager represented by Phil Palumbo, Associate Director and John Bates, Project Manager. At the request of The Town of Dover, henceforth referred to as "the Owner", Colliers Project Leaders is seeking a qualified and experienced Commissioning Agent to submit a proposal for Building Envelope Commissioning services for the Dover Community Center project.

B. Project Scope Description

The existing building is comprised of an original 1910 era school building and (2) different building additions. This project will demolish the additions while protecting/preserving the original, historic 1910 portion. A new addition will be constructed to the south and east of the existing 1910 structure and will house a large Recreational Court, a Community Room and a 2-story vertical circulation section. **Within the Appendices section, Exhibit C identifies the URL link to the design development drawings and specifications.** The project will be designed to the current Edition of the Massachusetts State Building Code (Code), the 2018 International Energy Conservation Code (IECC 2018) and all applicable Federal and State Regulations and Local Ordinances. Some of the project highlights that can be found within the design development set and are related to the building exterior enclosure include:

- Exterior window replacement at existing building
- New waterproofing system at existing building foundation wall
- New continuous air/moisture barrier system at existing building exterior walls
- New custom insulated skylights at existing building roof
- New standing seam zinc roof at building addition
- New anodized aluminum window and storefront systems at building addition
- New slate rainscreen system at building addition

C. Project Schedule

It is the intent of the Owner to authorize the selected Commissioning firm to perform the scope of services needed to produce necessary commissioning services during the Construction Documents, Bidding, Construction, and Closeout Phases as outlined below and in **Exhibit A – Project Schedule** attached hereto:

Tentative milestones & durations for the Project are as follows:

1. <u>Commissioning Agent Firm Selection</u>	Anticipated to be 11/15/2021
2. <u>Construction Document Phase</u>	10/5/2021 – 2/28/2022
3. <u>Bid Phase</u>	3/1/2022 – 4/18/2022
4. <u>Construction Phase</u>	4/18/2022 – 6/26/2023
5. <u>Project Closeout</u>	7/3/2023 - 8/31/2023

Request for Proposals for Building Envelope Commissioning Services



II. SELECTION PROCESS

A. Review Process

The Owner is utilizing a combination of written qualifications, proposal evaluation, and fee to select a Consultant firm for this project. Proposals are being requested and anticipated to be received from multiple firms. The Owner or their authorized representative will review these written proposals (inclusive of fee proposals) to make the final selection.

B. Evaluation Criteria

The following criteria, listed in random order, are likely to be considered in evaluating and selecting firms to be interviewed based upon written proposal submissions:

1. Experience of firm with similar projects
2. Experience of proposed assigned staff and/or consultants / sub-contractors
3. Comprehensiveness of services
4. Project approach and organization
5. Fee and/or Unit Rates for services

III. SCOPE OF SERVICES

A. Envelope Commissioning Services

The systems that are to be commissioned by the selected Commissioning Agent include, but are not limited to the following:

Envelope

- **Exterior walls**
- **Exterior windows**
- **Exterior doors**
- **Louvers and vents**
- **Grilles and sunscreens**
- **Infrared scan of envelope**

Roofing

- **Roof systems, including parapet**
- **Roof openings, including skylights, pipe chases, ducts**
- **Infrared scan of roof**

The **Commissioning services start during the Construction Document Phase and continue through bidding, construction, and close-out.** The commissioning services are described within the Commissioning Agreement attached hereto as Exhibit B.

B. Form of Agreement

The form of agreement that will bind the Owner and the Commissioning Agent is attached hereto as Exhibit B – Commissioning Agreement. This RFP and the proposal will be appended to the Commissioning Agreement.

IV. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**A. Submission Logistics**

One (1) electronic copy (PDF format) of each firm's proposal must be emailed to the below address on or before 12:00 PM on **10/27/2021**.

John Bates

Colliers Project Leaders

John.Bates@colliers.com

Questions regarding this request for proposal should be in writing and directed to John Bates, Owner's Project Manager, Colliers Project Leaders by **10/18/2021** at 5:00 PM.

Email: John.bates@colliers.com.

Answers are to be distributed to all proposers by **10/20/2021** by 5:00 PM via Addenda. Please clearly mark all proposals with the following:

"Dover Community Center Addition/Renovation – Envelope Commissioning Proposal"

B. Contents of Written Proposal

Care should be taken by the proposing firms to present a succinct but informative proposal. The following is a list of minimum information to be included in the written proposals to be submitted:

1. **Description of Firm:** History and description of the firm, including number of personnel in each discipline and a complete description of in-house services.
2. **Organization:** Proposed project organization, including resumes of key personnel proposed for this project, and an organization chart delineating internal relationships and external consultant responsibilities.
3. **Consultants:** List all consultants / sub-contractors, including their disciplines, which the firm will utilize on this project. A description of each consultant / sub-contractor's firm must be supplied. The Owner reserves the right to approve or refuse all consultants / sub-contractors.
4. **Project Approach:** A narrative outlining the firm's intended approach to the Project and plan for working with the Owner and Owners consultants to ensure a successful project in conformance with the project schedule should be presented.
5. **Similar Project Experience:** Description of similar project experience with Commercial renovations/additions, including at a minimum:
 - Name of Project
 - Owner's Representative and telephone number
 - Identify at least five projects in the last three years that demonstrate the firm's qualifications for all aspects of work included in this RFP.
 - Project Manager
6. **Current Workload:**
 - Name of project
 - Owner's Representative and telephone number

- Dollar value of the project
- Project schedule
- Completion date

7. **Insurance:** List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum.

C. Cost Proposal

The fee for Basic Services will be negotiated with a not to exceed fee of \$13,500 and a Reimbursables not to exceed fee of \$1,500. Proposals should include a fee breakdown by phase. Also include a hourly billing rate sheet within the proposal.

The fee must be based on the contractual terms included in this RFP. Any objections to the contract terms **MUST BE IDENTIFIED WITHIN THE PROPOSAL SUBMISSION.**

V. MISCELLANEOUS CONDITIONS

A. Terms

1. Any and all modifications to the RFP must be written and not oral.
2. The owner reserves the right to reject any and all proposals in whole or in part or to waive any informality in selection if it is determined to be in their best interest.
3. Proposals may be held by the owner for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the bids and investigating the qualifications of the proposing firm prior to awarding the contract.
4. The proposer is required to prepare its proposal in accordance with the RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.
5. Proposers must inform the owner of information concerning any:
 - a. Arbitrations and litigation.
 - b. Criminal proceedings.
 - c. State or local ethics law, regulation, ordinance and /or policy violations.
6. The owner reserves its right to request additional information from proposers, subsequent to the opening of proposals.
7. The proposer is solely responsible for the costs of its proposal.
8. Submitted proposals are the property of The Town of Dover and will not be returned.
9. The proposer is presumed to have full knowledge of the RFP and any addenda, the project scope or work to be done, and all applicable laws.
10. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Owner any obligations. A proposer has rights, and the Owner has obligations, only if and when a contract is executed by the Owner and the proposer.
11. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed, or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

**Request for Proposals for
Building Envelope Commissioning Services**



B. Right to Annul or Terminate

The Owner reserves the right to amend or terminate the RFP at its sole discretion, before or after receiving proposals.

VI. APPENDICES

Exhibit A – Milestone Schedule dated 10/13/2021

Exhibit B – Commissioning Agreement and Scope of Services

Exhibit C – Design Development drawings and specifications [LINK](#)

Exhibit C URL Link: https://colliers-my.sharepoint.com/personal/john_bates_colliers_com/_layouts/15/questaccess.aspx?folderid=0f23be48fc89544c890595cc4a21a2e26&authkey=Ac1Fm4DqGxEsx89dgpkNbUE&expiration=2021-12-22T05%3A00%3A00.000Z&e=Fvcxqx

EXHIBIT A

Project Schedule

MILESTONE SCHEDULE

Town of Dover

Community Center Project

10/13/2021 - Project Schedule

		February 9, 2021 thru June 12, 2021		
II. Schematic Design Phase		81 Days	11-Feb-21 thru	3-May-21
1 Schematic Design of Preferred Solutions	○		9-Mar-21	
2 Building Committee Meeting to Review SD Progress	○		18-Mar-21	
3 Building Committee Meeting to Review SD Progress	○		22-Mar-21	
4 Building Committee Meeting to Review SD Progress	○		26-Mar-21	
5 Building Committee Meeting to Review SD Progress	○		5-Apr-21	
6 Building Committee Meeting to Review SD Progress	○		12-Apr-21	
7 Building Committee Meeting to Review SD Progress	○		9-Apr-21	
8 SD Sets to Estimators	◆		14 Days	9-Apr-21 thru 23-Apr-21
9 SD Design Review			14 Days	9-Apr-21 thru 23-Apr-21
10 SD Estimate	◆		3 Days	28-Apr-21 thru 30-Apr-21
11 SD Estimate Reconciliation	◆			Week of 5/10/2021
12 SD Value Management				Week of 5/17/2021
13 Building Committee Meeting to Review and Approve SD Package	○			2-Jun-21
14 Public Presentation(s)	◆			7-Jun-21
15 Any required Town Board / Committee votes for STM language, etc.	○			12-Jun-21
16 Final Public Presentation	●			
17 Building Committee Meeting to Review Public Comments	○			
18 Town Meeting	◆			
III. Design Development Phase		July 01, 2021 thru October 4, 2021		
1 Commence DD Documents		14 Weeks	1-Jul-21	
2 Building Committee Meeting	○		12-Jul-21	
3 Building Committee Meeting	○		26-Jul-21	
4 Building Committee Meeting	○		30-Jul-21	
5 Building Committee Meeting	○		3-Aug-21	
6 Building Committee Meeting	○		10-Aug-21	
7 Building Committee Meeting - MEP COMMISSIONING RFP APPROVAL	○		13-Sep-21	
8 Issue MEP Commissioning RFP to Central Register	◆		by 9/16/2021	
9 MEP Commissioning RFP Available to Commissioning Agents	◆		22-Sep-21	
10 DD Estimates Due From Estimators	◆		24-Sep-21	
11 100% DD Set Submission	◆		27-Sep-21	
12 DD Design Review		14 Days	27-Sep-21 thru	11-Oct-21
13 Building Committee Meeting	○		28-Sep-21	
14 DD Estimate Reconciliation Meeting	◆		29-Sep-21	
15 DD Value Management		3 Days	29-Sep-21 thru	1-Oct-21
16 Building Committee Meeting - Approval of BE Commissioning RFP and APPROVAL TO PROCEED TO CD	○		4-Oct-21	
17 Complete DD Reviews; NTP to CD Phase	◆		4-Oct-21	
IV. Construction Document Phase		October 5, 2021 thru February 28, 2022		
1 Commence CD Documents		21 Weeks	5-Oct-21	
2 MEP Commissioning Agent Proposals Due			6-Oct-21	
3 Issue BE Commissioning RFP to Central Register			7-Oct-21	
4 BE Commissioning RFP Available to Commissioning Agents	Current Status 10/13/21		13-Oct-21	
5 Building Committee Meeting - SELECTION OF CONTRACTOR PREQUAL COMMITTEE & MEP CX AGENT APPROVAL	○		18-Oct-21	
6 Contract with Selected MEP Commissioning Agent			19-Oct-21 thru	26-Oct-21
7 BE Commissioning Agent Proposals Due			27-Oct-21	
8 Building Committee Meeting	○		1-Nov-21	
9 Building Committee Meeting - BE CX AGENT APPROVAL	○		15-Nov-21	
10 Contractor Prequal Committee Meeting to Review Draft RFQ			15-Nov-21 thru	19-Nov-21
11 Contract with Selected BE Commissioning Agent			16-Nov-21 thru	23-Nov-21
12 Contractor Prequal Committee Meeting to Approve Contractor RFQ			29-Nov-21 thru	3-Dec-21
13 Advertise Contractor RFQ in Central Register, Local Newspaper and COMMBUY'S			2-Dec-21	
14 Contractor Prequal Available to Contractors	◆		8-Dec-21	
15 Send 80% CD Set to Estimators			10-Dec-21	
16 CD Design/Cost Estimate Review		21 Days	10-Dec-21 thru	31-Dec-21
17 Planning Board Submission - Site Plan Review			10-Dec-21	
18 Building Committee Meeting	○		13-Dec-21	
19 Contractor Prequal Info Meeting and Site Walkthrough	◆		15-Dec-21	
20 CD Estimates Due From Estimators			31-Dec-21	
21 Contractor SOQ's Due	◆		5-Jan-22	
22 Contractor Prequal Committee Meeting to Distribute SOQ's			5-Jan-22 thru	12-Jan-22
23 CD Estimate Reconciliation Meeting			5-Jan-22	
24 CD VE Effort Completed (If Necessary)			9 days	5-Jan-22 thru 14-Jan-22
25 Planning Board - Site Plan Review			5-Jan-22	
26 Building Committee Meeting	○		17-Jan-22	
27 Selectman - Site Plan Review			20-Jan-22	
28 Planning Board - Site Plan Review - 2nd Meeting			24-Jan-22	
29 Contractor Prequal Committee Meeting (If Necessary)			24-Jan-22 thru	28-Jan-22
30 Contractor Prequal Committee Meeting - Complete Contractor Quals Review	◆		7-Feb-22	
31 Selectman - Site Plan Review Approval	◆		17-Feb-22	
32 Deadline for Contractor Notification Reg Prequal			21-Feb-22	
33 Complete 100% Construction Documents - Issued for Final Review	◆		22-Feb-22	
34 Building Committee Meeting - APPROVAL TO PROCEED TO BID	○		28-Feb-22	
35 Complete Contract Documents; NTP to Bid	◆		28-Feb-22	
V. Bidding / Negotiation Phase		March 1, 2022 thru April 29, 2022		
1 Send Bid Docs to Bid Hosting Vendor		9 Weeks	1-Mar-22	
2 Input IFB Ad in Central Register			by 3-Mar-22	
3 Send Invitation to Bid to Prequalified General Contractors and Filed Subcontractors			29-Feb-22 thru	4-Mar-22
4 IFB Ad's Go LIVE			9-Mar-22	
5 Bid Docs Available to Contractors	◆		9-Mar-22	
6 PreBid Conference	◆		16-Mar-22	
7 Filed Subcontractor RFI Due Date			18-Mar-22	
8 Filed Subcontractor Bid	◆		29-Mar-22	
9 General Contractor RFI Due Date			31-Mar-22	
10 General Contractor Bid	◆		11-Apr-22	
11 Building Committee Meeting	○		13-Apr-22	
12 Selectboard Meeting for GC Contract	◆		14-Apr-22	
13 Issue Notice-To-Proceed to GC			15-Apr-22	
14 Finalize Construction Contracts	◆		15-Apr-22 thru	29-Apr-22
VI. Construction Phase		April 18, 2022 thru June 26, 2023		
1 Start Construction		13 Months & Punchlist - 1 Month	18-Apr-22	
2 Building Committee Meeting	○		2-May-22	
3 Building Committee Meeting	○		6-Jun-22	
4 Building Committee Meeting	○		11-Jul-22	
5 Building Committee Meeting	○		8-Aug-22	
6 Building Committee Meeting	○		5-Sep-22	
7 Building Committee Meeting	○		3-Oct-22	
8 Building Committee Meeting	○		7-Nov-22	
9 Building Committee Meeting	○		5-Dec-23	
10 Building Committee Meeting	○		9-Jan-23	
11 Building Committee Meeting	○		6-Feb-23	
12 Building Committee Meeting	○		6-Mar-23	
13 Building Committee Meeting	○		3-Apr-23	
14 Building Committee Meeting	○		8-May-23	
15 MEP Commissioning			5-May-23 thru	19-May-23
16 Contractor Substantial Completion	◆		22-May-23	
17 FF&E & Punchlist			23-May-23 thru	25-Jun-23
18 Building Committee Meeting	○		5-Jun-23	
19 Final Completion	◆		26-Jun-23	
20 Move-In	◆		26-Jun-23	
VII. Project Close-Out		July 2023 thru August 2023		

EXHIBIT B
Commissioning Agreement

COMMISSIONING AGREEMENT

This Agreement made as of the _____ day of _____ by and between _____ having an office located _____ (hereinafter "Owner") and _____ (hereinafter "Commissioning Provider").

WITNESSETH

WHEREAS, Owner desires to retain the advisory services of a Commissioning Provider ("Services") in connection with its addition / renovation construction project at _____ (hereinafter the "Project"), as more fully described in Exhibit A annexed hereto, and Commissioning Provider desires to be so retained.

WHEREAS, Commissioning Provider desires to furnish such advisory services during design and implementing of the Project;

NOW THEREFORE, for the consideration hereinafter stated, the parties hereto, intending to be legally bound, covenant and agree as follows:

ARTICLE 1 – SERVICES

1.1. Commissioning Provider shall make available to Owner its knowledge, skills, ideas, experience and abilities with respect to all matters within its Services as described herein and as provided in the Scope of Services attached hereto as Exhibit A.

1.2. Notwithstanding anything to the contrary in this Agreement, Commissioning Provider's obligations under this Agreement (specifically including the Scope of Services attached as Exhibit A) are not in any way intended to require or imply that Commissioning Provider is to assume any of the responsibilities any of Owner's contractors or consultants, and the parties expressly acknowledge and agree that Commissioning Provider shall not be responsible or liable for the failures, breach and/or negligence of any of Owner's contractors or consultants with regard to their performance and/or respective obligations in connection with the Project.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.1. Owner has designated _____ with the authority to oversee the design and construction of the project. In this capacity, _____ will be the authority to which the Commissioning Provider reports and from whom the Commissioning Provider receives key direction in the progress of the Project. The designation may be changed from time to time by the Owner by written notice to the Commissioning Provider.

2.2. Owner shall provide to the Commissioning Provider data necessary to allow the Commissioning Provider to provide the Services, which may include design drawings, construction documents, record drawings, shop drawings and submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, and pertinent records relative to historical building data, building equipment, furnishings and repairs.

2.3. Owner shall provide access to the property, buildings, and personnel necessary for the Commissioning Provider to provide the Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

2.4. Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Commissioning Provider to provide the Services.

ARTICLE 3 – FEES

3.1. Owner shall pay Commissioning Provider a fee (“Fee”) equal to \$_____. The Fee for the Project shall be payable as work is performed.

3.2 The Fee shall be the sole compensation to Commissioning Provider hereunder, and is inclusive of its general and office overhead, insurance, profit, and all other costs, except for Reimbursable Expenses as provided for in Article 5.

3.3 Owner shall pay Commissioning Provider's Fee and approved Reimbursable Expenses for the Services within thirty (30) days after submission by Commissioning Provider of an invoice covering such Fee and Reimbursable Expenses due each month for the Project.

3.4 The parties hereto acknowledge that the Fee for Commissioning Provider's services pursuant to this Agreement are based on an estimated timeline of _____. If the timeline of any individual Project is extended beyond such expected timeline, required Services and associated Fees shall be adjusted to account for such additional time.

ARTICLE 4 – INSURANCE

4.1 Commissioning Provider shall maintain with respect to the Project, Professional Liability insurance coverage of \$1,000,000.00 per occurrence. Such coverage shall protect Owner (and its agents, partners, servants, employees, members, invitees and officers) with respect to any acts or omissions of Commissioning Provider in connection with this Agreement.

4.2 Commercial General Liability in an amount not less than \$1,000,000 each occurrence and in the aggregate (including excess and / or umbrella limits) covering gross negligence or willful misconduct of the Commissioning Provider.

4.3 Commissioning Provider shall also maintain worker's compensation insurance coverage in statutorily required amounts and Employer's Liability insurance with limits of liability of no less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of Commissioning Provider employed in, on or about the Project.

4.4 Owner shall maintain primary and non-contributory Commercial General Liability Insurance with per occurrence limits of \$1,000,000 inclusive for bodily injury, including death, personal injury and damage to property with blanket contractual liability, product and completed operations, non-owned auto, broad form property damage and sudden & accidental pollution liability. Owner will use commercially reasonable efforts to cause such policy to include a cross-liability and severability of interests provisions naming Commissioning Provider as an additional insured and include a waiver of subrogation in favor of Commissioning Provider. If applicable, Owner shall also cause the construction work to be covered under all risk construction insurance on a replacement cost value against physical loss or damage to the Project during the performance of the work to completion providing a waiver of subrogation in favor of Commissioning Provider and/or Owner.

4.5 In any and all trade contracts and agreements between the Owner and its consultants, construction manager, contractors, architect and other service providers, Owner shall have both itself and Commissioning Provider named as additional insured's with respect to all such liability insurance policies.

ARTICLE 5 – REIMBURSABLE EXPENSES

5.1 In addition to the Fee set forth in Article 3.1 herein, Owner shall reimburse Commissioning Provider for the actual cost, without markup, of reimbursable expenses such as mail, express postage, mileage to and from the

Project, third party printing and copying and blueprinting costs and Owner approved out of town travel and related expenses.

ARTICLE 6 – TERMINATION

6.1 Either party may cancel this Agreement for any reason or no reason by giving the other party thirty (30) day prior written notice of cancellation. In such event the Owner shall pay to the Commissioning Provider the fee owed based on work completed per the Scope of Services within hereunder Exhibit A, plus all approved Reimbursable Expenses.

ARTICLE 7 – MISCELLANEOUS

7.1. All notice required by or permitted to be given pursuant to this agreement shall be deemed validly given three (3) days after the same shall be deposited in the United States Mail, certified or registered, return receipt requested, postage prepaid, or by overnight courier addressed as noted herein to the parties as follows:

TO OWNER:

with a copy to:

TO COMMISSIONING PROVIDER:

7.2 The captions and subheadings contained herein are for information only and shall in no way modify or limit terms, provisions or conditions hereof.

7.3 This Agreement constitutes the entire agreement between the parties with respect to the Services. No provisions of this Agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against whom the change, modification or discharge is claimed or sought to be enforced.

7.4 No waiver of any of the conditions or provisions of this Agreement or of any of the rights of either party hereunder shall be effective or binding unless such waiver shall be given in writing and signed by the party claimed to have given, consented or suffered the waiver.

7.5 To the extent not covered by Owner's insurance, Commissioning Provider shall indemnify and hold harmless Owner and its respective agents, officers, directors, officials, members, invitees and employees (collectively, the "Indemnified Parties") from any third party claims, judgments, costs, injuries, damages, liabilities and expenses, including reasonable attorneys' fees, to which the Indemnified Parties may be subject because of any gross negligence of Commissioning Provider, or its respective agents, officers, directors, employees, arising out of or in connection with this Agreement which causes or results in third party personal injury, property damage or wrongful death. Owner will indemnify, defend and save harmless Commissioning Provider and its affiliated companies, their agents, consultants, principals, officers, representatives and employees from all claims, judgments, costs, injuries, damages, liabilities and expenses (including reasonable attorneys' fees incurred in defending claims and responding to subpoenas) (but excluding liability that is due to the gross negligence or willful misconduct of Commissioning Provider or its affiliates and agents) that may occur or may be alleged to have occurred arising out of or related to the Project, the Services and/or any written contracts or other agreement that Owner or Commissioning Provider may enter into in connection therewith. In the event of a claim, the indemnified party agrees to: (i) give the indemnifying party prompt notice of the claim; (ii) cooperate with the reasonable request of the indemnifying party in the defense of the claim, at no cost to the indemnified party; (iii) permit the indemnifying party to choose counsel to defend, subject to the reasonable approval of the indemnified party and (iv) not settle any claim without the written consent of the indemnifying party.

7.6 Nothing contained in this Agreement shall be construed to mean that Commissioning Provider and Owner are joint venturers or partners.

7.7 It is expressly agreed that the Commissioning Provider is not responsible for Project design which services shall remain the responsibility of the architect and/or engineer. The parties acknowledge and agree that any suggestions made by Commissioning Provider in connection with the Services must be fully reviewed by the engineer and approved by the engineer prior to incorporation into the final design. Review by the Commissioning Provider in no way relieves the Engineer of Record of its obligation to design a functional system that meets applicable building and energy codes and the Owner's Project requirements, and such review in no instance supersedes decisions of such Engineer. Commissioning Provider shall not be responsible for the actions of the contractor, subcontractors, and for any means and methods used for the construction of the Projects. Owner shall secure and pay for all necessary permits, approvals, easements, assessments and charges required in connection with the Project. All contracts relating to the Project shall be in the name of Owner and executed by Owner.

7.8 This Agreement shall be governed by the laws of the State of Massachusetts both as to interpretation and performance. In the event of a dispute, the parties shall negotiate in good faith. Should the dispute remain unresolved after such good faith effort, either party may pursue their legal remedies in the Supreme Court of the State of Massachusetts, Norfolk County, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages. In the event that any litigation is brought with respect to any dispute between the parties hereto, the non-prevailing party in such litigation shall reimburse the prevailing party for all of its reasonable out-of-pocket costs incurred, including reasonable attorney's fees and disbursements, in connection with such litigation and the costs of collection of any settlement or judgment thereon.

7.9 This Agreement is intended to employ Commissioning Provider in a consulting role so that Owner can seek the opinions of the Commissioning Provider as the Owner makes various Project decisions, and for Commissioning Provider to be able to provide its opinions without reservation. More specifically, Owner will engage specialized consultants and vendors (such as engineers, architects, designers, etc.) who will be responsible for all matters related to their respective specialty. Owner and Commissioning Provider will both rely on the proper performance of and information provided by such specialists, and Owner hereby waives and releases all claims against Commissioning Provider that arise out of or relate to (1) the failure of others engaged by or through Owner (for example, engineers, designers, architects, construction managers, attorneys, testing and inspection services, and other specialized consultants and vendors) to properly perform their responsibilities, (2) matters that are not the sole responsibility of Commissioning Provider as specifically required by this Agreement, or (3) any action or inaction taken or withheld by Commissioning Provider because it reasonably believed that such action or inaction was in the best interests of Owner. Commissioning Provider's aggregate liability under this Agreement shall be deemed limited to Fees and Reimbursable Expenses received by Commissioning Provider.

7.10 It is understood that personnel assigned to the Owner to execute the duties and responsibilities put forth in this Agreement have been recruited, trained and developed at the expense of the Commissioning Provider. If, for any reason, the Owner directly hires any individual(s) who have been employed by the Commissioning Provider within the prior twelve month period, a fee equal to the total compensation paid to the individual in the most recent twelve month period of employment with the Commissioning Provider will be paid immediately to the Commissioning Provider unless agreed otherwise.

7.11 If mutually agreed, the Owner and Commissioning Provider may expand or extend the scope of services and adjust fees for such services to incorporate other facility repair, modernization, expansion or new construction projects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written:

Owner:

By: _____

Name:

Title:

Commissioning Provider:

By: _____

Name:

Title:

EXHIBIT A

SCOPE OF SERVICES

i) Construction Document Phase

- a) Commissioning Kick-off meeting with Team
 - i. The Commissioning Provider (referred to herein as “CxP”) will participate in a commissioning kick-off meeting within 2 weeks (subject to scheduling availability) of contract initiation to meet the members of the project team, review the project progress and schedule, introduce the commissioning team, and present an overview of the project-specific commissioning process for both the design and construction phases.
- b) Review Owner's Project Requirements
 - i. The CxP shall review the Owner's project requirements (“OPR”) provided by the Owner and/or the Owner's consultants in writing. The OPR will describe the Owner's project goals related to energy efficiency, and sustainability and include performance criteria that are quantifiable and measurable through objective testing.
- c) Review Basis of Design
 - i. The CxP shall review the relevant sections of the Basis of Design (prepared by “Design Team” which shall include the applicable engineers, architects and other related consultants) for compliance with the OPR sections related to the commissioned systems. The CxP will provide specific comments in writing to the Design Team for response. All of the comments provided are opinions and suggestions based on the experience of the CxP, but the final design and system selection remains the responsibility of the Design Team.
- d) Attend Integrated Design Meetings
 - i. The CxP will participate in the **(1)** aforementioned Cx Kickoff meeting. In addition, during the design phase, and as reasonably requested by the Owner, the CxP will participate in conversations with a focus on representing the operations and maintenance perspective of the Owner, comment with respect to compliance with the OPR, and discuss questions from the submitted design review comments. Participating in these meetings shall not imply that the CxP is responsible for the final design selections, which shall be the sole responsibility of the Design Team.
- e) Review of 80% Construction Documents (Drawings, Specifications, and Narratives)
 - i. The CxP shall review the design documents for general compliance with the OPR. The CxP may include comments on envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life. All of the comments provided are opinions based on the experience of the CxP, but the final design and system selection remains the responsibility of the Design Team. The written comments do not imply that the CxP has performed an exhaustive review of the documents and neither a comment nor a lack of comment implies formal approval of the documents. The ultimate inclusion of the Owner-accepted comments is the sole responsibility of the Design Team.
- f) Review of 100% CD Documents (Drawings, Specifications, and Narratives)
 - i. The CxP shall review the design documents for general compliance with the OPR. The CxP may include comments on the envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life. As part of the CD Document review, the CxP should assess their completeness and coordination among the various disciplines, to assess provisions for construction sequencing, materials storage, site and building access, testing requirements and training requirements. All of the comments provided are opinions based on the experience of the CxP, but the final design remains the responsibility of the Design Team. The written comments do not imply that the CxP has performed an exhaustive review of the documents and neither a comment nor a lack of comment implies formal approval of the documents. As part of the design review, the CxP will review the responses to the previous design review for incorporation in this subsequent set of documents; however, ultimate inclusion of the Owner-accepted comments is the sole responsibility of the Design Team.
- g) Development of Commissioning Specifications
 - i. The CxP will provide commissioning specifications for inclusion in the Construction Documents. The Schedule for completion of the Cx Specifications shall be commensurate with the overall Project

schedule. The Cx Specifications shall, at a minimum, define the commissioning requirements for each relevant specification section, for a special commissioning specification division, and for each of the systems to be commissioned as identified in the Work Order, and shall be coordinated for format and content with the project manual developed by the Design Team. Specifications shall include, but not be limited to requirements for commissioning submittals, functional checklists and functional test execution, as-built drawings and coordination among subtrades.

h) Development of Commissioning Plan

- i. The Commissioning Provider shall prepare a Commissioning Plan based on this scope of work, the commissioned systems, and the project schedule. The Commissioning Plan will describe the commissioning process for this Project, a directory of participants, roles and responsibilities related to the commissioning process, an outline of the management structure for the project, a description of how the plan is to be implemented, the commissioning schedule, a list of systems and components being commissioned, and samples of deliverable formats.

ii) **Bidding Phase**

- a) The CxP shall assist the Design team and the OPM in responding to requests from prospective bidders for information or clarification relating to commissioning.

iii) **Construction Phase Services**

- a) Update Construction Phase Commissioning Plan and integrate with overall project schedule.
 - i. The CxP will update the original Commissioning Plan with the Construction schedule, construction team members, and the communications plan with details provided by the construction team (including the Construction Manager, General Contractor and any other applicable contractors or vendors involved in the Construction, the “Construction Team”).
 - ii. The CxP will provide milestones and activity durations to the Construction Team to incorporate into the construction schedule, and will use the information provided by the Construction Team to develop an independent schedule of Commissioning activities (activities performed by the CxP). The CxP shall not develop the construction schedule and is not responsible for the project schedule including milestone dates and final completion dates.
- b) Review of Contractor Submittals, RFI's, Etc.
 - i. The CxP shall review Design Team approved CM/GC and subcontractor submittals applicable to systems being commissioned to obtain component and system information and verify compliance with commissioning needs and requirements; advise the OPM or Owner's Representative, CM/GC and Design Team of any deficiencies noted that may impact the commissioning execution or intended system performance; review the Design Team's submittal documentation and comments, and assist in resolving any discrepancies.
 - ii. The CxP may on occasion make comments related to technical details, but such comments are not intended to be exhaustive and shall not imply that the CxP provided a thorough technical review of the submittal. The Design Team has sole responsibility for technical review of the submittal.
- c) Develop and Distribute Construction Checklists
 - i. The CxP will develop Construction (also known as Installation) checklists for the commissioned systems based on the Construction Documents
 - ii. The Checklists are intended to highlight certain installation details only and do not replace the project Construction Documents.
 - iii. The Checklists are provided to the Construction Team for incorporation into their quality control process with the expectation that they will be completed and returned to the CxP. Completing the Checklists does not replace the Construction Team's responsibility for quality control and their obligation to install everything correctly and in accordance with the Construction Documents.
- d) Project & Commissioning Coordination Meetings
 - i. The CxP will participate in Construction Meetings at least once per month to advise the project team, stay up-to-date on the project progress, understand the project issues and challenges, advocate for and provide updates on commissioning issues, and participate in the resolution of issues as discussed in project meeting.
 - ii. The CxP is not responsible for any action items from the Project Meeting other than items within the CxP Scope Of Work hereunder.

- e) Field Visits to Verify Installation Checklists
 - i. When systems to be commissioned are about to be installed and during the installation of such systems, The CxP shall track the progress and quality of the work being performed. To that end, The CxP shall visit the site at such intervals as are appropriate to the stage of construction; and whenever a significant amount of work in a specific trade discipline is being installed or constructed, The CxP shall bring to the site visits the specific members of their core team with expertise in such disciplines. The CxP shall advise the OPM or Owner's Representative on any issues related to these matters, verbally before leaving the site and in writing within seven calendar days of the site visit, and provide guidance to field representatives responsible for daily inspection of the Work. The CxP, however, shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work.
 - ii) The CxP will document any noted deficiencies in a commissioning issues log ("CIL"); the CxP shall not be responsible for developing a comprehensive punchlist or list of deficiencies and is not responsible for project quality. Any deficiencies are solely the responsibility of the Construction Team.
 - iii) The CxP may note issues related to schedule, quality, and access in the walkthrough and provide them in the CIL
- f) Review Mock-Ups and/or First Piece Installations
 - i. The CxP will review the initial installation, either as a mock-up or in-place installation, for compliance with the installation checklists and the Owner's Project Requirements. The review is solely intended to assist the quality control program of the Construction Team and is not an exhaustive or authoritative review. Such review by the CxP shall not imply any formal approval by the CxP of the installation. Any formal approval shall be provided only by the Design Team.
- g) Review / Coordination and Documentation of Performance Test Procedures
 - i. The CxP will review and coordinate procedures to test the function and performance of the Commissioned systems.
 - ii. The CxP will lead the testing process and the Contractors will be responsible for operating and manipulating the systems as required to meet the intentions of the test without causing damage to the systems.
 - iii. The CxP will document the test procedures, including any modifications made to the procedures to accomplish the test goals.
 - iv. It shall be assumed that the Contractors have tested the systems prior to the final performance test and that all systems are installed as designed; this test is a verification of the proper installation.
 - v. If a system or material, or any part thereof is not installed properly and fails the test, the issue will be documented on the CIL and the test will be noted as Complete. It is not required for a system to be entirely working for a test procedure to be completed.
- h) Coordinate Retesting
 - i. The CxP will lead a re-testing effort for 30 days for systems of tests that were completed and had failed items.
 - ii. At the discretion of the CxP, retesting may be a repeat of a performance installation test procedure or a review of an aspect of the procedure as identified in the CIL.
 - iii. The CxP has no obligation to verify 100% of the deficiencies beyond what is specifically included in this contract.
- i) Develop & Maintain Cx Issue Log
 - i. The CxP will note any construction-related issues they are aware of in the CIL.
 - ii. The CIL will be provided to the Owner, Design Team, and Construction Team for resolution of the issues as appropriate.
 - iii. The CxP will advocate for the resolution of issues in Commissioning Meetings and Project Meetings, but resolution of the items is ultimately the responsibility of appropriate party (Design Team or Construction Team)
- iv) Project Closeout
 - a) Production of Final Cx Report
 - i. The CxP shall provide a Final Commissioning Report. The Report shall include an executive summary, list of participants and the role of each participant, brief building and systems descriptions, an overview of the scope of commissioning and testing, and a general description of testing and verification methods.
 - ii. The report shall address the adequacy of the equipment, documentation and training, in satisfying the

requirements of the Contract Documents in each of the following areas:

1. Material/system specifications and design intent
2. Material /system installation
3. System functional performance and efficiency
4. Description of the verification method used and observations and conclusions from the testing
5. Non-compliance issues referenced to the specific functional test, inspection, and other records where the deficiency is documented
6. Material / system operations and maintenance
7. Record documentation

- iii. All outstanding non-compliance items shall be specifically listed in the report, and recommendations for improvement to equipment or operations, future actions, commissioning process changes, and other appropriate matters shall also be listed.
- iv. Appendices shall contain Issues Log, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, and all other relevant information.
- v. Pre-functional checklists, functional performance tests and monitoring data and analyses shall be provided in a separate labeled binder.

v) Post-Occupancy Phase Services

- a) Project & Commissioning Meetings
 - i. The CxP shall, through the OPM or Owner's Representative, plan, organize, schedule and coordinate required seasonal or deferred testing and deficiency corrections.
 - ii. The CxP shall provide the final testing documentation for the commissioning record and operations and maintenance manuals.
 - iii. The CxP shall execute a Commissioning Certificate of Completion certifying that performance tests for each sub-system and system as established by the Commissioning Plan have been executed and satisfactory performance has been achieved; provide an Addendum to the Final Commissioning Report, confirming that any and all items having outstanding non-compliance are resolved, to the OPM documenting that all items listed on the Issues Log in the Final Report have been appropriately resolved: a Final Commissioning Report has been submitted to the OPM and the Owner: The CxP shall not execute the Commissioning Certificate of Completion until submitting to the OPM the Addendum to the Final Commissioning Report confirming that any and all items having outstanding non-compliance have been resolved.

END OF EXHIBIT A

EXHIBIT C

Design Development Drawings and Specifications [LINK](#)

https://colliers-my.sharepoint.com/personal/john_bates_colliers_com/_layouts/15/guestaccess.aspx?folderid=0f23be48fc89544c890595cc4a21a2e26&authkey=Ac1Fm4DgGxEsx89dgpkNbUE&expiration=2021-12-22T05%3A00%3A00.000Z&e=as5Tmy

Dover Community Center Project – Building Envelope Cx Agent List for RFP Solicitation

1. Building Enclosure Associates

- Cape Cod Regional Technical High School
- Sutton MS/HS Project
- Granby Elementary School Project
- Mabelle Elementary School Project

2. CBI Consulting, Inc.

- Nauset High School Roof and Window Replacement Project (not with Colliers)
- Gloucester High School Roof Replacement Project (not with Colliers)

3. Gale Associates, Inc.

- Fletcher Maynard Academy Roof Replacement Project (not with Colliers)
- Joseph Martin Elementary School Roof Replacement Project in North Attleborough (not with Colliers)

4. Russo Barr Associates, Inc.

- Multiple Roof and Window Replacement Projects at Worcester Public Schools (not with Colliers)
- Furnace Brook Middle School Roof Replacement Project in Marshfield (not with Colliers)

5. Simpson Gumpertz & Heger, Inc.

- Fitchburg State University – Recreation Center Roof Replacement Project
- Multiple Roof and Window Replacement Projects at Boston Public Schools (not with Colliers)

6. 3ive, LLC

- Lincoln Street Elementary School Project
- Templeton Elementary School Project