# REQUEST FOR COMMISSIONING (CxA) SERVICES

February 24, 2025

Farrah Hall Renovation

UA Project No. 054-25-3935

Issued by

Construction Administration The University of Alabama

### Note:

This submittal will be deemed a public record and open to public inspection; therefore, this submittal should not include anything that needs to be maintained in confidence. If there is material which the responder deems confidential, the responder should indicate which material is deemed confidential, and that the material will be released to UA only upon a promise of confidentiality. This will allow UA to protect it against an open records request.

## **Farrah Hall Renovation**

UA Project No. 054-25-3935

Please address all submittals and clarification questions to:

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## **PROJECT SCHEDULE**

February 23-24, 2025	Advertisement in Newspaper and Post RFQ
March 3, 2025	Response deadline for Commissioning Firms
March 4-6, 2025	UA Selection Committee Evaluation I
March 7, 2025	Notification to the top ranked Commissioning Firms
March 25, 2025	UA oral interviews (top ranked firms)
March 26, 2025	Commissioning Firm rankings and Recommendation to BOT
June 2025	Expected Commissioning Firm approval by UA Board of Trustees

### **SERVICES DESCRIPTION**

The University of Alabama is seeking the services of a qualified commissioning firm for design and construction phase commissioning of a major renovation to the existing Farrah Hall on campus.

The University of Alabama's Farrah Hall Renovation ("Project") is a comprehensive renovation of the entire 61,895 GSF interior of the building and addresses the renovation of some exterior work to support the new interior layout. It is currently not anticipated that the building usage or composition of classrooms and offices will be impacted. The renovations will include a heavy load of deferred maintenance to include but not be limited to new mechanical and electrical equipment, replacement of windows, new roofing, etc. The building recently underwent a connection to the central thermal chilled and hot water systems, and this renovation will require significant modifications to the building hydronic delivery system. The construction budget is \$29,000,000.

The project will be executed using a traditional design/bid/build management structure with full design documents and specifications generated by the design team. A General Contractor is to bid the completed design documents. The commissioning firm shall be an independent entity associated with neither the A/E of record, the General Contractor, nor any subcontractor. The commissioning firm shall be contracted with and report directly to the Owner.

The purpose of the commissioning process is to ensure that all systems are designed with functionality and commissionability in mind while adhering to Campus standards. The commissioning process also ensures that systems are complete and functioning properly prior to substantial completion and that facility staff has been provided with system documentation and training. Commissioning shall consist of design peer review, review of submittals, and integrated functional testing of HVAC and some key electrical systems. See attached section "Commissioning Requirements".

### **APPLICATION REQUIREMENTS**

Experience with commissioning of educational facilities for institutions of higher learning and sports arena space is preferred. The commissioning firm will be responsible for providing and executing a commissioning program. Please provide **one** (I) **electronic copy** (via File Request link: <a href="https://alabama.app.box.com/f/768a76872b714d47928adf6079347b45">https://alabama.app.box.com/f/768a76872b714d47928adf6079347b45</a>) of the responses by **4:00 pm local time on Monday, March 3, 2025.** Electronic Submittal shall be generated in a presentation format (Adobe PDF) including a cover/title page with your firm's name, project name, and UA project number. Late submittals will not be accepted. Please be sure to include an email address for the point of contact.

### **SUBMISSION REQUIREMENTS:**

Respondents shall carefully read the information contained in the following criteria and respond in their application.

### **ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS** (Maximum 6 Points)

- A. Describe your firm's experience working with other universities and state agencies.
- B. Describe your firm's experience working with The University of Alabama.

# TWO: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS (Maximum 12 points)

- A. Identify and describe the proposed commissioning team members' experience for providing commissioning services that are identical or most related to this project within the last ten (10) years. List the projects in order of priority, with the most relevant project listed first.
- B. Provide references (for each project listed above, identify the following):
  - The Owner's name and their representative who served as the day-to-day

- liaison during the project including current contact information. UA may contact theses references during this qualification process.
- C. Has your firm/organization within the past seven (7) years ever been terminated from a commissioning project? If yes, please give pertinent details.

### THREE: RESPONDENT'S DIAGNOSTIC ABILITY (Maximum 6 points)

A. Describe your methodology for establishing the cause/effect relationships between observed functional discrepancies, system design, and installation. Provide examples of some of a few of the more difficult technical issues that you have resolved.

# FOUR: RESPONDENT'S ABILITY TO MEET PROJECT SCHEDULES (Maximum 8 points)

- A. Describe how you have developed, maintained, and updated the commissioning schedule during design on projects with a fast-paced schedule.
- B. Give example of any projects that required an expedited construction schedule and identify significant milestones which tend to impede the construction schedule relative to the Commissioning process.

### FIVE: LITIGATION AND CLAIMS (Maximum 6 points)

- A. Does your firm/organization or any of its officers currently have any judgments, claims, and arbitration or mediation proceedings pending or outstanding? If yes, please give pertinent details and outcome(s).
- B. Has your firm/organization within the past seven (7) years filed any lawsuits or requested arbitration or mediation proceedings concerning any of your construction projects? If yes, please give pertinent details and outcome(s).

# SIX: RESPONDENT'S ABILITY TO MEET INSURANCE REQUIREMENTS (Maximum 4 points)

A. Does your firm/organization have the ability to meet all of UA insurance requirements? (See attached)

### **SEVEN: PROJECT SPECIFIC CRITERIA** (Maximum 12 points)

- A. Show experience in commissioning of office/classroom buildings or similar.
- B. Show experience in commissioning of buildings with connections to central thermal distribution systems.
- C. Show experience in commissioning of facilities on university campuses.
- D. Describe your experience and approach in working on fast-track design and construction projects.

### **SELECTION PROCESS:**

Upon receipt, the Selection Committee will evaluate the submittals. The Selection Committee will rank the commissioning firms accordingly to participate in oral interviews (usually top three). If available, a project program or progress set of bid documents may be provided to the top ranked commissioning firms to assist with their oral interviews. Following oral interview evaluations, the top ranked commissioning firm will be recommended to the University of Alabama Board of Trustees for approval. A contract will be negotiated with the top-ranked commissioning firm as approved by the Board of Trustees. If a contract can be negotiated, that firm will be selected. If a contract cannot be negotiated, negotiations with the next highest ranked commissioning firm will commence until an agreement satisfactory to UA is reached.

Preference shall be granted to an Alabama-based firm when qualifications are comparable.

<u>Note</u>: Upon entering into an Agreement, the selected firm will be required to submit a Vendor Disclosure Statement. Samples of these documents are attached for your review. Note that for purposes of insurance, conflict of interest, and disclosure, commissioning firms are prime consultants for the University of Alabama.

### <u>ATTACHMENTS</u>

- A. Insurance Requirements
- B. Vendor Disclosure Statement
- C. Commissioning Requirements

# **Insurance Requirements**

- 1. Upon Execution of the agreement, the Commissioning Firm shall procure the insurance coverages identified below at the Commissioning Firm's own expense, and to evidence that such insurance coverages are in effect, the Commissioning Firm shall furnish and attach to the agreement insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The Board of Trustees of the University of Alabama and the Department of Mental Health, its individual trustees, officers, directors, employees, agents and representatives shall also be named additional insured and shall be indicated on the certificate.
  - (A) Policy Providers: Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class VII or larger. The Commissioning Firm may elect to participate in a group self-insured workers' compensation program or to qualify with the State of Alabama Department of Industrial Relations as an individual self-insured employer, as long as the self-insurance program is in good standing with the Department of Industrial Relations and the Commissioning Firm has excess workers' compensation insurance to cover all statutory obligations above the amount they have been authorized to self-insure.
  - **(B) Notification Endorsement:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the project as shall have been designated by Project Name and Number in said notice.
  - (C) Insurance Certificates: Insurance certificate must provide the following information:
    - (1) Name and address of authorized agent of the insurance company.
    - (2) Name and address of insured (Must be same as the Commissioning Firm on the contract with the University System.).
    - (3) Name of insurance company or companies.
    - (4) Description of policies.
    - (5) Policy Number(s).
    - (6) Policy Period(s).
    - (7) Limits of liability.
    - (8) Project Name and Number, if any.
    - (9) Signature of authorized agent of the insurance company.
    - (10) Telephone number of authorized agent of the insurance company.
    - (11) Mandatory thirty-day notice of cancellation / non-renewal / change.
    - (12) The certificate of insurance must include the following language:

The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives, the Alabama Department of Mental Health, its directors officers, directors, employees, agents and representatives and the Architect/Engineer are included as additional insureds with respect to the Commercial General Liability and Commercial Excess/Umbrella policy. Unless precluded by law, or restricted, or modified by contract, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives and Alabama Department of Mental Health, its directors, officers, employees, agents and representatives.

- (13) If applicable, the certificate shall identify any policy(s) with an aggregate limits on a "per job" or "per project" basis.
- **(D) Commissioning Firm's Insurance Coverages:** Unless otherwise provided in the Special Provisions of the Agreement, the Commissioning Firm shall purchase the types of insurance coverages with liability limits not less than as follows:
  - (1) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Commissioning Firm qualifies to pay its own worker's compensation claims. The Commissioning Firm must provide evidence of statutory excess insurance to cover any obligation in excess of the amount allowed to be self-insured by the State of Alabama.
  - (2) Employer's Liability Insurance limits shall be at least:
  - (a) Bodily Injury by Accident \$1,000,000 each accident
  - **(b)** Bodily Injury by Disease \$1,000,000 each employee
  - (3) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability.
  - (a) The Commercial General Liability Insurance shall provide, at minimum, the following limits:

Coverage	Limit
.1 General Aggregate	\$ 2,000,000.00
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

- **(b)** The Commercial General Liability Insurance policy shall name the Owner and its agents and employees as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.
- (4) Commercial Business Automobile Liability Insurance: which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence and shall name the Owner, and their agents, consultants and employees as additional insureds.
- (5) Professional Liability (Errors & Omissions) Insurance: shall be carried in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Unless otherwise specified, the limits of liability shall be dedicated to this project and no sharing of occurrence or aggregate limits will be permitted.
- **(6) Excess/Umbrella Liability**: The required General Liability, Business Auto Liability or Employers Liability limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow-form basis. . The excess/umbrella liability coverage shall be included on the certificate of insurance and the certificate holder shall be included as an additional insured.

- (E) Commissioning Firm's Consultants' Insurance Coverages:
  - (1) Workers' Compensation and Employer's Liability Insurance. The Commissioning Firm shall require each of its consultants who will perform services at the Project site to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph D.
  - (2) Automobile and General Liability Insurance. The Commissioning Firm shall require each of its consultants who will perform services at the Project site to obtain and maintain Automobile and General Liability, Insurance coverages with the limits described in preceding Paragraph D.
  - (3) Professional Liability Insurance: The Commissioning Firm shall require each of its consultants to obtain and maintain Professional Liability Insurance with coverage as described in preceding paragraph D Item 5
  - **(4) Enforcement Responsibility.** The Commissioning Firm shall have responsibility to enforce its consultants' compliance with these insurance requirements; however, the Commissioning Firm shall, upon request, provide the Owner acceptable evidence of insurance for any consultant.
- **(F) Termination of Obligation to Insure:** Unless otherwise expressly provided in the Special Provisions of the Agreement, the obligation of the Commissioning Firm and its consultants to insure as provided herein shall continue as follows:

### (1) Professional Liability (Errors & Omissions) Insurance

- a) Two years after the date of Substantial Completion of the construction contract.
- **(2) Other Insurance:** The obligation to carry the other insurance coverages of preceding Paragraph D or coverages equal to them, shall remain in effect after the last Date of Substantial Completion of the Construction Contract at any time the Commissioning Firm, its consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform services required of this Agreement, but in no case shall be less than 24 months beyond the date of Substantial Completion.
- **(G) Waivers of Subrogation:** Unless precluded by law, to the extent damages are covered by property or liability insurance during construction, or other service as applicable, the Owner and Commissioning Firm waive all rights against each other and against the Designers, contractors, consultants, trustees, officers, representatives, agents and employees of the other for damages, except such rights as they may have to proceeds of such insurance held by the Owner, Commissioning Firm, or Contractor as fiduciary. The Owner or Commissioning Firm, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- **(H) Deductibles and Self-Insured Retentions ("SIR"):** The Commissioning Firm may elect to secure an insurance program with a deductible or SIR of up to \$25,000 without prior approval from the University System. Any deductible or SIR larger than this amount must be approved by the Owner and audited financials will be required to judge the financial ability to absorb the obligations of a deductible or SIR without a material impact on the solvency of the Service Provider.
- (I) Impairment of Limits: In the event the insurance program required by the Owner were to have any pending claim(s), which my limit or exhaust any aggregate limits by more than 20%, the Owner shall be notified within 30 days. The Owner may require additional insurance or reinstatement of the limits of liability, as necessary to protect the financial interest of the Owner.

2. The Commissioning Firm agrees, at its sole cost and expense, to defend, indemnify and save harmless the Owner and the Owner's trustees, officers, employees and agents against and from any and all claims by or on behalf of any person, firm, corporation, entity, or governmental authority arising from, attributable to or in connection with any breach or default on the part of Commissioning Firm in the performance or non- performance of any covenant or obligation on the part of Commissioning Firm to be performed pursuant to the terms of this Agreement or arising from any willful or negligent act or omission of Commissioning Firm or any of Commissioning Firm's contractors, servants, or employees, including, without limitation, any and all claims for injury or death to persons or damage to property. The Commissioning Firm further agrees, to indemnify and hold harmless the Owner and the Owner's trustees, officers, employees and agents, against and from all costs, counsel fees, expenses, and other liabilities in connection with any such claim, action, or proceeding brought against the Owner thereon and to resist or defend such claim, action, or proceeding by qualified counsel reasonably satisfactory to the Owner.

#### **COMMISSIONING REQUIREMENTS**

### A. Design Phase Commissioning Services

- Design Phase Commissioning services are to be provided in two (2) phases: design document peer review and commissioning specification generation.
- 2. <u>Peer Review Phase</u>: During the design phase the commissioning authority shall carry out the following scope of services:
  - a. Provide peer review of 60%, 90% and 100% Construction Documents for systems noted in part C "Systems Commissioned".
  - Peer review to be conducted by a Professional Engineer licensed in the State of Alabama, who is a member of the Commissioning Firm.
     Professional Engineer to have a minimum of 10 years of design experience in addition to commissioning experience.
  - c. Provide written report for each peer review. Report to be issued to the designer of record and to UA.
  - d. Conduct design charrette with designer of record at designer of record's offices following each peer review. Commissioning Authority to document results of design charrette. Attend and participate in design review meetings with UA and the design team. Meetings are typically held on Campus, but teleconference meetings may be allowed.
- 3. <u>Commissioning Specifications</u>: During the design phase the commissioning authority shall carry out the following scope of services:
  - Coordinate specification writing with designer of record for specific commission requirements that apply to each specification section for systems noted in part C "Systems Commissioned".
  - b. Based upon review of the 100% construction documents, provide the following specification sections to the designer of record:
    - i. 019113 General Commissioning Requirements.
    - ii. 220800 Plumbing Systems Commissioning\*
    - iii. 220810 Plumbing Systems Commissioning Support Requirements\*\*
    - iv. 230800 HVAC Systems Commissioning\*
    - v. 230810 HVAC Systems Commissioning Support Requirements\*\*
    - vi. 260800 Electrical Systems Commissioning\*
    - vii. 260810 Electrical Systems Commissioning Support Requirements\*\*

<sup>\*</sup>The intent of these specification sections is to document the Commissioning Authority's understanding of the commissioning services that they are providing for owner, designer, and contractor reference.

<sup>\*\*</sup>The intent of these specification sections is to document the Contractor's responsibilities for the commissioning process. These sections should specifically address Contractor provided documentation, scheduling and on-site personnel needs to support the Commissioning Authority's efforts.

#### B. Construction Phase Commissioning Services

- Construction Phase Commissioning services are to be provided in three (3) phases: construction, acceptance, and post-acceptance (ref. ACG Commissioning Guideline).
- 2. <u>Construction Phase</u>: During the construction phase the commissioning authority shall carry out the following scope of services:
  - a. Organize and lead the commissioning team.
  - Review shop drawings and submittals for compliance with the construction documents and for information affecting the commissioning process.
  - c. Develop a commissioning plan based on the project construction documents.
  - Update commissioning plan to reflect equipment and controls data from the submittals and provide commissioning schedule information that the contractor
  - e. Schedule and lead commissioning meetings.
  - f. Establish and maintain a system for tracking issues needing resolution.
  - g. Review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to UA project manager as needed.
  - h. Review requests for information (RFIs), supplemental instructions (ASIs), and change orders for impact on commissioning and owner's objectives.
  - i. Perform on-site observations during construction. Identify specific items to review (i.e. pipe welds, various equipment installations prior to energizing). Attend selected planning and job-site meetings to obtain information on construction progress. Issue and review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
  - j. Monitor correct component and equipment installation, including point-to- point checkouts. Document all observations.
  - k. Witness major equipment and system start-ups and ensure documentation of same.
  - Witness piping pressure testing and flushing and document that proper procedures were followed.
  - m. Witness duct pressure testing and cleaning and document that proper procedures were followed.
- 3. <u>Acceptance Phase</u>: During the acceptance phase (also known as the functional testing phase), the commissioning authority shall carry out the following scope of services:
  - a. Review and inspect the testing, adjusting and balancing work that has been carried out by another agency.
  - b. Conduct functional performance testing of sub-systems, system and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.
  - c. Produce preliminary commissioning report in electronic (PDF) format including all construction documents referenced during the commissioning process and all O&M documentation for equipment tested during the commissioning process. (Note: Contractor is responsible for user O&M training).

- 4. <u>Post-Acceptance Phase</u>: During the post-acceptance phase (also known as the project warranty period), the commissioning authority shall carry out the following scope of services:
  - a. Conduct functional performance testing of sub-systems, systems and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.
  - b. Review systems operation via the Building Automation System on a quarterly basis up until one-year following date of substantial completion. Document findings and propose remedial actions.
  - c. Prepare and submit final commissioning report.

### C. Systems Commissioned

The scope of services as described above shall be provided for the following building systems:

- 1. HVAC System including the following:
  - a. All Equipment and HVAC systems
  - b. BAS controls system
  - c. System redundancies/fail-safes
- 2. Limited Plumbing System Components including the following:
  - a. Elevator Sump Pump Systems
- 3. Electrical System Components including the following:
  - a. Electrical Distribution equipment and systems
  - b. Emergency Generator/UPS systems
  - c. Automatic Transfer Switch Systems
  - d. Automatic Lighting Controls
- 4. Life Safety Systems
  - a. Pre-action Sprinkler System
  - b. Fire Pump (if required)