

Recommissioning Study Proposal

Lodi WI City Hall

DATE

November 5, 2021

McKinstry is pleased to present this recommissioning study proposal for the City of Lodi, City Hall

MCKINSTRY'S INTENT

The intention of McKinstry's recommissioning effort (RCx) is to investigate the operations of your buildings mechanical systems, and make recommendations on how to improve these systems from an energy efficiency and comfort standpoint. Our recommissioning study independently validates the systems are functioning based on the following documents: as-built drawings, sequence of operations, and O&M manuals. Additionally, we meet with the Facilities Management personnel to learn about the buildings past performance issues, to understand operational and comfort issues, and to obtain feedback that may assist in determining opportunities for improvement.

The investigation will focus on the operation of the equipment and the associated controls, and how to optimize their operation. This optimization is primarily in two different areas - controls programming and equipment repair. The controls programming typically entails modification of setpoints, equipment scheduling, temperature reset programming and elimination of simultaneous heating and cooling. The equipment repair typically entails adjusting dampers, replacing faulty actuators and valves, repairing insulation, and sealing duct leaks.

The next step in the process is to generate a written report documenting the results of the investigation phase. This initial report is documented on the forms provided by Focus on Energy recommissioning templates. This report will consist of several sections designed to provide insight on the buildings energy use, where it uses more than it should and how to improve it. A complete list of Energy Conservation Measures (ECMs) will be generated along with estimated savings based on implemented ECMs.

The sections will include:

- Energy usage history information and evaluation.
- General building and mechanical system information.
- Individual recommissioning opportunities, including:
 - Description of the issue.
 - Recommendation to correct the issue.
 - Description of the energy savings achieved through these changes.
 - Estimated cost for the changes, including the payback period.
- A list of other potential comfort and/or energy opportunities that fall outside the scope of the recommissioning program.
- Other miscellaneous notable issues.
- Relevant calculations – provided electronically as a Microsoft Excel spreadsheet.

Recommissioning Study Proposal

Lodi WI City Hall

Recommissioning Process Overview

1. Investigation Phase
 - a. Review facility documentation
 - b. Perform testing of HVAC operation
 - c. Develop findings into Energy Conservation Measures
 - d. Complete Focus on Energy RCx program documents
2. Implementation Phase
 - a. Work with the client and FOE representative to achieve the maximum amount of rebates available. Based on ECMs chosen by the client to move ahead with
 - b. Low cost/no cost items will be implemented during recommissioning/investigation phase. Typical examples of no/low cost items would be schedule adjustments, heating/cooling setpoints that may be overlapping, economizer enable/disable setpoints, optimal start routines.
 - c. Setpoint changes or revisions in automation system will be reviewed and approved by the City of Lodi before implementation.
3. Hand-off Phase
 - a. Prepare final report
 - b. Develop a recommissioning punch list outlining mechanical deficiencies and provide to owner
 - c. Issue recommissioning final report to City of St Paul.

SYSTEMS TO BE COMMISSIONED

The following mechanical HVAC equipment will be reviewed and functionally tested as part of this service.

- (1) Gas Fired RTU
- Sample testing of VAV Boxes and reheat coils if applicable
- (1) Gas Boiler system and associated pumping
- Sample testing of radiant wall fin, cabinet or unit heaters
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- Building Automation System (BAS), 16 hours of control review and functional testing of HVAC

DELIVERABLES

Upon completion of the recommissioning study, McKinstry shall provide the following:

- Copies of the final recommissioning report in electronic format
- Submittal of your Focus on Energy Recommissioning Pre-approval and Rebate forms
 - **Note:** Rebate checks will be sent directly to City of Lodi. Customers may qualify for a rebate of up to 75 percent of the study cost, not to exceed \$25,000. Funding levels vary and may be

Recommissioning Study Proposal

Lodi WI City Hall

dependent upon projected energy savings at the facility.

BUILDINGS INCLUDED IN THE SCOPE OF WORK

Lodi City Hall located at 130 S Main St, Lodi, WI

TIMELINE AND STAFFING

McKinstry will initiate this scope of work within 4 weeks of proposal acceptance and anticipates 4 weeks to complete this phase of the project.

FEE BILLING

City of Lodi will reimburse McKinstry for its time and expense of **\$10,800** for the scope of work described above.

All associated information, including deliverables, will become the property of City of Lodi upon completion of the project.

ASSUMPTIONS AND LIMITATIONS

- Work will be executed during normal business hours – Monday through Friday, 7AM to 5PM.
- City of Lodi will make the appropriate operations staff available to participate in recommissioning study.
- City of Lodi will provide mechanical drawings and specifications for the City Hall complex if available.
- McKinstry will be given access the current Building automation system to conduct testing and reviews
- City of St Paul will provide McKinstry with a minimum of one year’s worth of utility bills.

We are excited about the opportunity and look forward to working with you on this project. Please signify acceptance of this proposed scope of work by signing below.

ACCEPTED BY:

CITY OF ST PAUL

MCKINSTRY ESSENTION, LLC

Name: Client Contact

Name: McKinstry POC

Signature

Signature

Date

Date



Recommissioning Study Proposal

Lodi WI City Hall



Recommissioning Study Proposal

Lodi WI City Hall

Terms and Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. *No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.*

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

Recommissioning Study Proposal

Lodi WI City Hall

DAMAGES

Neither party shall be liable to the other party for any consequential, indirect special, incidental, exemplary, or similar damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to this agreement.

INDEMNIFICATION

McKinstry shall indemnify and hold harmless Customer from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.