

WSP Global Inc.  
LEED Commissioning Services  
Health and Wellness Center, Eastern Campus

**SUFFOLK COUNTY COMMUNITY COLLEGE**  
**LEED COMMISSIONING SERVICES AGREEMENT**

TO: Paul M. Meyer, PE  
Senior Vice President  
~~WSP Global Inc. ("Consultant")~~ *WSP USA Buildings, Inc*  
One Penn Plaza, ~~2<sup>nd</sup> Floor~~ *4<sup>th</sup>*  
New York, NY 10119

FROM: Mark D. Harris, DBA  
Vice President for Business and Financial Affairs  
Suffolk County Community College ("College")  
533 College Road  
Selden, NY 11784-2899

RE: LEED Commissioning Services  
Health and Wellness Center Project  
Eastern Campus

TERM: March 13, 2014 – March 12, 2020

COST: Not to exceed \$27,500

**WHEREAS**, on August 30, 2012, the College entered into a contract with Wiedersum Associates Architects, PLLC (Wiedersum) for the design of the Health and Wellness Center (HWC) on the Eastern Campus, and

**WHEREAS**, pursuant to said contract, Wiedersum was obligated to solicit quotes from qualified consultants for the provision of LEED commissioning services ("Services") to be performed for the HWC; and

**WHEREAS**, such solicitation resulted in a determination to authorize the Consultant herein to perform such Services.

**NOW, THEREFORE**, the parties hereto do agree as follows:

1. The cost specified above shall be due and owing to Consultant upon completion of Services provided, as specified in **Attachment A**, annexed hereto and made a part hereof.
2. It is understood that Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.
3. Consultant warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, Consultant or otherwise on any obligation to the College or the County of Suffolk.

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4. It is expressly agreed that Consultant's status hereunder is that of an independent contractor. Neither Consultant nor any person hired by Consultant shall be considered an employee of the College or the County of Suffolk for any purpose.
5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Consultant to the College, shall be deemed to have been duly made upon receipt by the College at the Office of Business and Financial Affairs.
6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
7. It is understood that this instrument represents the entire Agreement; that all previous understandings are merged herein, and that no modifications shall be valid unless so amended by mutual written agreement.
8. Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that Consultant has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. Consultant represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31<sup>st</sup> day of January in each year of the Agreement's duration. Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
10. The Consultant agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, Consultants, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and its officers, officials, employees, Consultants, agents and other persons in any suit, including appeals, or at the College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Consultant, its officers, officials, employees, subConsultants or agents, if any, in connection with the services described or referred to in this Agreement.
11. **College's Non-Discrimination Notice**  
  
Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim

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status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](http://www.sunysuffolk.edu/nondiscrimination). Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

**Civil Rights Compliance Officers**

Christina Vargas  
Chief Diversity Officer/Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, NY 11784  
[vargasc@sunysuffolk.edu](mailto:vargasc@sunysuffolk.edu)  
(631) 451-4950


or Dionne Walker-Belgrave  
Affirmative Action Officer/  
Deputy Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, NY 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

12. Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:
  - a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; and
  - b. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

**WSP Global Inc.**  
**LEED Commissioning Services**  
**Health and Wellness Center, Eastern Campus**

If the above terms and conditions are acceptable, please sign where indicated and return three (3) originals as soon as possible to:

Suffolk County Community College  
Attention Kathryn S. Mattia  
Office of Legal Affairs, NFL-230  
533 College Road  
Selden, NY 11784-2899

Approved:   
Mark D. Harris, DBA  
Vice President for Business and  
Financial Affairs


Date: 2-5-2020

APPROVED AS TO LEGALITY

WSP Global Inc. USA Buildings, Inc

  
By: Alicia S. O'Connor  
College Deputy General Counsel

Date: 2/4/2020

  
Meyer, Paul  
(USPM03690)  
By: Paul M. Meyer, PE  
Senior Vice President

Digitally signed by Meyer, Paul  
(USPM03690)  
DN: cn=Meyer, Paul  
(USPM03690), ou=Active,  
email=Paul.Meyer@wsp.com  
Date: 2020.01.29.07:18:44 -0500

1/29/2020  
Date: \_\_\_\_\_

**ATTACHMENT A**



512 Seventh Avenue  
13th Floor  
New York, NY 10016  
Phone: 212 632 9600  
www.wspgroup.com/usa

January 3, 2014  
March 13, 2014

Mr. Thomas Tait, R.A.  
Wiedersum Associates Architects, PLLC  
140 Adams Ave, Suite B14  
Hauppauge, NY 117883

*The College accepts this proposal for \$27,500 from WSP to perform LEED Commissioning Services for the Health & Wellness Bldg*

*[Signature]*  
*Don DeNardis, SCEE*

Re: New SCCC Health and Wellness Building Project  
LEED Commissioning Services Revised Proposal  
WSP Proposal No.:N13.00744

Dear Mr. Tait:

Thank you for the opportunity to submit this revised proposal for LEED Commissioning Services for the new Suffolk Community County College Health and Wellness building project located in Riverhead, NY.

The following is our comprehensive proposal for LEED for New Construction Version 3 Building Commissioning services. Our proposal is based on our understanding of the project based your RFP of December 20, 2013.

**I. PROJECT DESCRIPTION**

The project will be the construction of a new 43,000 sq ft facility that includes a gymnasium, a pool, fitness area, and associated spaces including classrooms, offices, showers, etc.

It is understood that you are seeking a LEED® NC certification rating. Commissioning is a requirement for LEED certification.

**II. LEED COMMISSIONING SERVICES**

**A. Area of Service**

Our scope of engineering consulting services for the LEED NC V3 prerequisites and enhanced commissioning credits are outlined below:

**1. EA Prerequisite 1: Fundamental Building Commissioning**

WSP will provide professional services related to LEED NC V3.0 Fundamental Commissioning prerequisite including:

**a) Review the Owner's Requirements and Basis of Design**

- 1) WSP will be responsible for accomplishing the LEED Fundamental Commissioning (Cx) process activities in accordance with the EA Prerequisite.



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- 2) WSP will assist in developing the Owner's Project Requirements (OPR) and basis of design and provide comments. This service will be a separate line item cost. The Owner's Project Requirements are utilized throughout the Commissioning Process to provide focus on the key success criteria. These requirements typically address HVAC, lighting, indoor environment, energy efficiency, water and environmental responsiveness of the facility. The document also addresses the ideas, objectives and criteria that the owner considers important. The criteria listed in the Owner's Project Requirements shall be measurable, documentable, and verifiable. The basis of design is developed by the design professionals as part of their normal design duties, but not often provided to the owner in a cohesive document. The basis of design includes how each of the Owner's Project Requirements has been met and identifies the primary design assumptions such as occupancy space and process requirements, applicable codes, policies and standards; and load and climatic assumptions that influence design decisions.

b. Develop a Commissioning Plan

WSP will develop a commissioning plan at the start of the commissioning process. The following components will be included in the commissioning plan:

- 1) Brief overview of the commissioning process.
- 2) List of all systems and assemblies included in the Cx' scope of work.
- 3) Identification of the Cx Team and its responsibilities.
- 4) Description of the management, communication and reporting of the Cx process.
- 5) Overview of the commissioning process activities for the design, construction, and occupancy and operations phases, including development of the Owner's Project Requirements, review of the basis of design, construction documents and submittals, construction phase verification, functional performance test development and implementation, and accepting the building systems.
- 6) List of the expected work products.



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- 7) List of key commissioning process milestones.
- c. Include the Commissioning Requirements in Bid Documents.  
WSP will prepare draft commissioning specifications for review by the Design Team and will prepare commissioning specifications for the 75% CD set.
- d. Installation Verification/Pre-Functional Checklist
  - 1) WSP will conduct site visits to verify that each commissioned system and assembly is being installed to achieve the Owner's Project Requirements as detailed in the contract documents and manufacturer's instructions, and to verify that other building systems or assemblies are not compromising the performance of the feature.
  - 2) WSP will verify that construction, startup and pre-functional checkout of all commissioned systems and assemblies is successfully completed using random sampling testing of systems to be functionally tested. WSP will develop the pre-functional checklists.
- e. Functional Testing  
WSP will prepare written, repeatable test procedures, specifically for this project, which shall be used to functionally test systems and assemblies. These tests will be documented to clearly describe the individual systematic test procedures, the expected system response or acceptance criteria for each procedure, the actual response or findings, and any pertinent discussion.
- f. O&M Manuals  
WSP will review the operations and maintenance (O&M) manuals for all commissioned systems and assemblies for completeness and applicability.
- g. Systems to be commissioned:  
The following energy-using systems will be commissioned per the LEED NC rating system minimum requirements for Fundamental Commissioning of Building Energy Systems, and Enhanced Commissioning:

**MECHANICAL**

- Pool Packaged Air Conditioning Unit PAC/1



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- Gymnasium Air Handling Unit AH/2-1
- Gymnasium Air Handling Unit AH/2-2
- Core Air Handling Unit AH/3
- Heat Exchangers HE/1 thru HE/3
- Heating Hot Water Pump P/1
- Heating Hot Water Pump P/2
- Pool Water Pump P/3
- Variable Air Volume Terminals VAV/3-1 thru 3-12
- Fans F/1 thru F/3
- Direct Digital Controls and Components
- Building Automation System (BAS)

#### ELECTRICAL

- Emergency Generator
- Lighting Controls
- Fire Alarm System

#### PLUMBING

- Water Heater DWH/1
- Water Heater DWH/2HVAC Systems

#### FIRE PROTECTION

- Fire Sprinkler System

#### h. Commissioning Report

A commissioning report will be presented to the owner after occupancy. This report shall include a list of each commissioned system and assembly; a record of all commissioning activities including procedures for re-commissioning of the facility; and the disposition of WSP regarding the system's or assembly's compliance with the Owner's Project Requirements. The written list of all outstanding commissioning issues and any testing that is scheduled for a later date, justified by seasonal conditions, must be included. A list of any compromise in the environmentally responsive features must be provided. All outstanding environmentally responsive feature deficiencies must be corrected or listed in the commissioning report and all completed functional tests should be listed in an appendix to this report.

The following components shall be included in the commissioning report:

- 1) Description of the Owner's Project Requirements.
- 2) Description of the project specifications.
- 3) Verification of installation (construction checklist disposition).





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- 4) Functional performance testing results and forms.
- 5) O&M documentation evaluation.
- 6) Training program evaluation.

**2. EA Credit 3: Enhanced Commissioning**

The following scope of services will be provided to assist the Owner in achieving EA Credit 1 for enhanced commissioning:

- a. Conduct one commissioning design review of the owner's project requirements basis of design, and design documents prior to the 70% construction documents phase and back-check the review comments in the subsequent design submission.
- b. Review the contractor submittals applicable to systems being commissioned for compliance with the owner's project requirements and basis of design. This review must be concurrent with the review of the architect or engineer of record and submitted to the design team and the owner.
- c. Develop a systems manual that gives future operating staff the information needed to understand and optimally operate the commissioned systems.
- d. Verify that the requirements for training operating personnel and building occupants have been completed.
- e. Review the operation of the building with operations and maintenance (O&M) staff and occupants within 10 months after substantial completion. A plan for resolving outstanding commissioning-related issues will be included.
- f. LEED templates. WSP will complete the LEED NC Version 3.0 EAp1 and EAc3 related template using LEED Online.

**3. Additional Commissioning Tasks**

- a. Create a trend logging plan and test the BAS/EMS to confirm these trend logs are working.
- b. Witness all or part of the HVAC piping test and flushing procedure as necessary to be confident that proper procedures were followed. Document this testing, and include documentation in O&M manuals.



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- c. Witness all or part of any ductwork testing and cleaning procedures as necessary to be confident that proper procedures were followed. Document this testing, and include documentation in O&M manuals.
- d. Approve air, water system and units' balancing by spot testing, reviewing completed reports, and by selected site observation.

**B. Additional Services**

The following are considered Additional Services and are not part of the Basic Services work:

- 1. Commissioning Services for additional Work and systems other than systems listed in Section A above.
- 2. Additional effort to review and/or witness start-up and checkout of commissioned equipment beyond the initial minimum sample of equipment established per LEED regulations.
- 3. Additional effort due to extension of schedule beyond that established for fundamental building commissioning services. Remobilization due to stopping and restarting the project during extended periods.
- 4. Additional effort due to project phasing or change in program or design intent.
- 5. Change(s) in the CM or major MEP subcontractors requiring re-orientation or re-mobilization.

**C. Supplemental services as defined above. WSP can deliver these services but they are not required as part of LEED NC Commissioning**

- 1. Construction IAQ Management Plan, LEED NC credit EQc3.1.
- 2. Plumbing Systems (Except for Domestic Hot Water generation).
- 3. Audio Visual, TV or Communication Devices.
- 4. Security Systems.
- 5. Cost of Retesting.
- 6. Kitchen Equipment.
- 7. IAQ Sample Testing, LEED NC credit EQc3.2.
- 8. Chemical Treatment.
- 9. Factory Witness Testing.



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**D. Assumptions**

1. This proposal assumes that the CxA's responsibility is limited to witnessing and documenting systems performance, and associated coordination of such performance testing. It is the responsibility of the respective contractors to operate, demonstrate operation, and document proper pre-functional check and start-up operation of their systems and equipment, throughout the commissioning process. Upon completion of the pre-checks and start-up, the Functional Performance Test (FPT) will be witnessed and documented by the CxA.
2. The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The respective Contractors will provide necessary instrumentation and tools, and the use of the same, to start, checkout, and functionally test their equipment and systems, with the exception of stand-alone data-loggers, which will be supplied by the CxA.
3. Assistance from architect, engineers, and contractor, mechanical and electrical trades, testing and balancing agency and controls contractors are absolutely required to conduct a successful commissioning program. The responsibilities and/or assistance from the team members include:
  - a. The project architect and engineers shall assist the CxA in preparing the Owner's Project Requirements documentation.
  - b. The General Contractor shall ensure that all contractors execute their commissioning responsibilities according to the construction documents in a timely manner.
  - c. Representatives of the contractors will attend the commissioning meetings.
  - d. Contractor will provide equipment cut sheets, shop drawings, as-built submittals and operating and maintenance manuals. Contractors will provide additional detail equipment and system information as requested by the CxA to complete the commissioning.
  - e. Contractor will complete the pre-functional check and start-up and submit report to CxA for review prior to the Functional Performance Tests.
  - f. The CxA will provide the Pre-Functional and Functional Performance Test procedures and documents, the contractor shall review the various test procedures with the CxA to ensure feasibility and safety.



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- g. Contractor shall correct noted deficiencies noted in CxA log and test reports to the Owner.
- h. Contractor shall prepare O&M and as-built documents.
- i. Contractor shall provide Original Equipment Manufacturer's training and start-up of the equipment.
- j. The design of MEP/FP/IT systems and production of design documents is not part of this proposal.

### III. COMPENSATION

#### A. Basic Services

Compensation for the LEED NC V3.0 fundamental and enhanced commissioning services identified in Section I, "Scope and Description," shall be shall be \$27,500 (Twenty Seven Thousand Five Hundred Dollars).

#### B. Additional Services

Compensation for Additional Services, as previously described, will be based on the contracted hourly rate billing schedule.

#### C. Additional Services

Direct expenses such as messenger and special delivery services, plotting, printing and reproduction, software and maintenance fees for the web-based project document management system and overnight delivery shall be reimbursable to WSP at direct cost.

### IV. BILLING AND PAYMENT

Billing shall be monthly based upon the progress of our work.

Payment for undisputed amounts shall be due within 30 days of receipt of invoice. All invoice disputes shall be identified in writing within 5 business days of receipt of invoice and timely and good faith efforts shall be made to resolve such disputes.

We very much look forward to this opportunity to work with Suffolk County Community College and the entire project team on this project. Should you have any questions or require additional information, please do not hesitate to call me directly at 212-951-2662 or via e-mail at [paul.meyer@wspgroup.com](mailto:paul.meyer@wspgroup.com).



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Wiedersum Associates Architects, PLLC.  
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Very truly yours,

WSP

Paul M. Meyer, PE, LEED® AP BD+C, CEM  
Vice President

cc: John Bredehorst -WSP  
NY Acct. Contract -WSP  
NY Mktg. Group -WSP  
Central File -WSP



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**WSP**

**Hourly Rate Billing Schedule**

**Effective through December 31, 2015**

<u>Classification</u>	<u>Hourly Billing Rate (\$)</u>
Senior Vice President	\$280
Vice President	\$225
Senior Associate	\$185
Associate	\$145
Cx Engineer II	\$100
Cx Engineer I	\$ 80

**End of Text for Attachment A**