



5/22/2025

Todd Feland
City Administrator
City of Grand Forks
Grand Forks, North Dakota 58203

via email: tfeland@grandforksgov.com

RE: Proposal for Commissioning Services
GFPD Altru Sports Complex
KFI Project # 25-0095.00

Dear Mr. Feland,

KFI Engineers (KFI) is pleased to provide this proposal for Commissioning services on the above-referenced project. This proposal outlines our scope of work and associated compensation. This proposal will become a valid contract if signed within 45 days from the date above.

PROJECT UNDERSTANDING

The Altru Sports Complex is set to rise just south of the Alerus Center in Grand Forks, nestled between South 42nd Street, 17th Avenue South, and Interstate 29. Spanning approximately 223,500 square feet, the state-of-the-art facility will feature a 50-meter indoor competition pool, a 25-yard instructional pool, and a deep diving well. Additional amenities include an indoor turf field with a sprint track, eight pickleball courts, multi-use program rooms, concessions, a prep kitchen, administrative offices, and essential support spaces. With a budget of \$110 million, the project is nearing completion of its design development phase.

BASIC SERVICES SCOPE OF WORK

KFI will commission the following systems:

1. HVAC Systems and Associated Controls
 - Boilers (4)
 - Chillers (2)
 - AHU (7)
 - HRU (1)
 - PDU (3)
 - VAV and associated heating valves (40)
 - Test & Balance Review
2. Electrical Systems
 - Normal Power Distribution
 - Lighting Controls

The commissioning tasks to be performed are in alignment with IECC Section C408 and include:

Design Phase

1. Review Owner's Project Requirements and the design team's Basis of Design (if applicable) to become familiar with the project. Provide written comments for consideration.

2. Perform one (1) design reviews. Our review will be performed at 95% CD phase when control sequences have been developed. Written comments will be provided to the design team for consideration for each design review.
3. Attend one (1) design review meetings. We anticipate one meeting at the formal design review document phase.
4. Develop a Commissioning (Cx) Plan. Update the Cx Plan throughout the project. The Cx Plan will identify members of the Cx team, roles and responsibilities of each team member, the Cx schedule, and provide a narrative of Cx tasks.
5. Develop a project-specific Cx specification for inclusion in the construction documents. Provide specifications to the design team and owner for review.

Construction & Acceptance Phases

6. Review the project schedule and provide the construction team Cx milestones and task durations for inclusion in the official project schedule.
7. Attend and lead Cx kickoff meeting to assist with Cx coordination.
8. Review initial equipment submittals for the commissioned systems concurrent with the design team. Submittal review comments will be forwarded to the design team for consideration and official inclusion in their submittal review comments.
 - Participate in a temperature controls workshop with the design team, owner, and contractors to review the controls submittal.
9. Develop custom construction checklists after all submittals have been approved by the design team. KFI will review the checklists' information in the field to verify accuracy. Checklists include:
 - Delivery acceptance criteria to confirm supplied equipment matches submittals.
 - Verification checks to observe if installation correlates with the details, specifications, and manufacturer requirements.
 - Contractors will complete any contract document requirements for pre-functional verifications that verify equipment startups, BAS point-to-point verifications, and preliminary sequence checks.
10. Perform six (6) construction site visits during the project; approximately one (1) per month during the construction phase. Increase construction site visits to weekly meetings in the months leading up to functional testing. During the site visits, we anticipate the following tasks:
 - Review contractor progress on the construction checklists.
 - Review equipment and system installations for conformance to the construction documents, industry standards, manufacturer recommendations, and KFI experience. Document deficiencies on observation reports and forward them to the project team for review and action.
 - Conduct commissioning meetings to review progress on Cx tasks (and provide agendas, minutes, etc.). We will coordinate site visits to coincide with regular construction meetings whenever possible to make best use of everyone's time. When we cannot attend construction meetings, we will review meeting minutes and provide comments where necessary.

Site visits are anticipated around the following milestones:

- Cx kickoff (near the beginning of MEP rough-in)
 - General MEP rough-in progress
 - Final installation review
 - Review hydronic flush and fill plan developed by the contractor
 - Witness select start-ups (Boilers, Chillers, AHUs, Generator)
 - Witness TAB processes
11. Review start-up plan from contractors (and provide comments), review start-up documentation for completeness and accuracy (and provide comments).

12. After reviewing and accepting the controls contractor self-testing (pre-functional testing) documents, KFI will execute functional performance testing at the sampling rates identified above. HVAC testing includes the following tasks:
- Point-to-point verification including sensor calibrations and input/output verification.
 - Review graphics for accuracy to systems, menu operability, links, and schematic accuracy.
 - Perform sequence testing through a combination of setpoint adjustments, trend reviews, and manual overrides.
 - Perform integrated systems testing.

Electrical testing includes

- Lighting controls testing – verification of user wall control stations, occupancy sensors, and any daylighting/dimming sequences.
- Review contractor-executed pre-functional forms for switchboards, panelboards, and transformers.
- Write test script for facility 'blackout' test, and witness contractor-led test to observe systems switch from normal to generator and back to normal power.
- Verify any adjustable breakers were set to required settings of coordination drawings.

KFI anticipates approximately nine (9) trips during this phase to perform functional testing and retesting.

13. Provide one seasonal testing trip of HVAC systems to review sequence testing of equipment under appropriate loads in all seasons.
14. Document functional test deficiencies on the Master Issue Tracking List and assist the project team in verifying corrective actions are performed. After written notification of correction, KFI will retest deficiencies. KFI considers one retest part of the normal scope of work. Additional retests will be at the contractor's expense.
15. Execute a TAB review. KFI's review includes the following tasks:
- Conduct a TAB coordination meeting to review the TAB Plan with the project team.
 - Witness contractor procedures in the field.
 - Randomly sample up to 10% of TAB values in the field at the conclusion of TAB work.
 - Review the completed TAB report.
16. Review O&M manuals and provide comments to the project team. Review equipment warranty information provided in O&Ms.
17. Review contractor training plan for the owner including reviewing and approving training agendas, verifying the execution of the training, and ensuring the training sessions meet the owner's needs. In addition, we will encourage the facility operators to participate in the testing process with KFI.

Closeout Phase

18. Provide a final commissioning report in PDF format at the conclusion of the project:
- Provide a summary of the commissioning process (including a summary of any open issues and associated documentation), a building/system description, a review of the tasks executed, and a summary of the testing methods executed for future reference by the owner.
 - Include all commissioning documentation from the tasks identified above.
 - Provide a summary of equipment deficiencies with regard to performance/efficiency, executed documentation, and training.
 - Provide recommendations for any of the systems.
19. Provide a warranty review walk-through with the owner's staff at the 11-month point of occupancy.

CLARIFICATIONS

1. KFI is not responsible for the schedule of documents submission by the design team or Owner to KFI for review.
2. KFI reserves the right to copy the Owner on all commissioning correspondence.
3. We have included one (1) review of equipment and controls submittals in our base fee. Review of resubmittals will be considered an additional service.
4. Distribution of commissioning-related review comments, issues logs, and checklists will be through KFI's forms or web tools. We have not included time for reformatting our documents into other software platforms.
5. Preliminary Cx Report - As commissioning agent, KFI is not responsible for managing contractors to meet substantial completion schedule or occupancy deadlines. If construction schedule or delays does not provide adequate time for all commissioning activities prior to substantial completion, KFI will provide a status letter to code officials on current state of system operations and anticipate schedule to complete all functional tests.
6. Building envelope/enclosure commissioning tasks have not been included in this proposal. We can provide this service for an additional service if necessary.

PROJECT SCHEDULE

Pricing is based upon project completion **on or before December 1, 2027**. If the Project Schedule is significantly modified, and KFI planning is affected, Client agrees to compensate KFI for the modification.

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TERMS AND CONDITIONS

1. Acceptance of Proposal: This letter outlining professional services is the "**Proposal**". This Proposal is an offer by KFI that is not binding unless and until CLIENT accepts it. CLIENT may accept this Proposal within 45 days after the date of this Proposal by returning a fully-executed copy of this Proposal to KFI. Upon CLIENT's acceptance, this Proposal will become a binding agreement between CLIENT and KFI (this "**Agreement**"). If CLIENT does not accept this Proposal within 45 days after the date of this Proposal, it shall expire and shall no longer be binding. No changes to this Proposal will be binding on KFI unless KFI accepts them in writing.
2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the "**Professional Services**"). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
3. Delays: KFI will not be liable for any delay that results from any cause outside of KFI's commercially reasonable control. If the project covered by this Agreement (the "**Project**") is delayed for more than 120 days for any reason other than a cause within KFI's commercially reasonable control, KFI may, at its sole

option, cancel this Agreement and the Project by delivering a written termination notice to CLIENT, in which case CLIENT will pay KFI for all fees and charges incurred, and all Professional Services completed, through the date of the termination, and neither party shall have any further rights or obligations under or in connection with this Agreement or the Project.

4. Waiver of Consequential Damages: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI's liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI's fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI's current billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings, and specifications shall remain the property of KFI.
7. Reuse of KFI's Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI's services for use solely for the Project, and KFI retains all ownership and property rights in them regardless of whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on an extension of the Project or other projects. CLIENT and others shall not use the documents on other projects or extensions of this Project except with KFI's express written agreement, which KFI may withhold in its sole discretion. To the fullest extent permitted by law, CLIENT will defend, indemnify, and hold harmless KFI from all costs and expenses, including the cost of defense, related to claims or causes of action asserted by any third person or entity to the extent such costs and expenses arising out of or relating in any way to CLIENT's unauthorized use of KFI's plans, specifications, or design documents.
8. Insurance: KFI will maintain worker's compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.
9. Third-party Indemnification: To the fullest extent permitted by law, CLIENT shall and does agree to indemnify and hold harmless KFI and its members, officers, employees, and representatives from and against all claims, costs, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other costs of defense) of any nature, kind or description, to the extent which (a) are caused by, arising out of, or result from acts or omissions of the CLIENT and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property but (c) only to the extent they are caused by any negligent acts, errors or omissions of the CLIENT or breach of this Agreement by the CLIENT, or anyone directly or indirectly employed by the CLIENT or anyone for whose acts the CLIENT is legally liable.

To the fullest extent permitted by law, KFI shall and does agree to indemnify and hold harmless CLIENT and its members, officers, employees, and representatives (the "Indemnitees") from and against all claims, costs, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other costs of defense) of any nature, kind or description (the "Indemnified Claims"), to the extent which (a) are caused by, arise out of, or result from the performance of KFI's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property but (c) only to the extent they are caused by any negligent acts, errors or omissions of KFI or breach of this Agreement by KFI, or anyone directly or indirectly employed by KFI or anyone for whose acts KFI is legally liable.

Regardless of anything else herein to the contrary, KFI does not have a defense obligation for any Indemnified Claims that will be covered by KFI's Professional Liability Insurance Policy (a "PL Covered Indemnified Claim"); provided however, for the avoidance of doubt, any costs and expenses (including reasonable attorney's fees and court costs) that the Indemnitees incur in connection with the Indemnitees' defense of a PL Covered Indemnified Claim are included in KFI's indemnification obligation for such PL Covered Indemnified Claim.

10. Resolution of Disputes: Any controversy, claim, or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration per the Construction Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and knowledgeable of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing should be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceedings.
12. Governing Law: This Agreement shall be governed by the laws and statutes of Minnesota. Because this Agreement pertains to the provision of services, the parties agree and acknowledge that the Uniform Commercial Code does not apply to this Agreement, or the services rendered hereunder.
13. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as acts of God, fire, pandemics, epidemics, quarantine restrictions, flood and other weather conditions, war, embargo, explosions, riots, civil unrest, laws, rules, regulations and order of any governmental authority (each a "Force Majeure Event"). The party claiming an excuse from performance ("Claiming Party") must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The Claiming Party must give prompt written notice to the other party of the Force Majeure Event, specifying its nature and anticipated duration.

Neither party may claim from the other party any penalties, interest, or any other compensation or damages for delays or lack of fulfillment of obligations to the extent due to a Force Majeure Event. The Non-Claiming Party may terminate this Agreement upon thirty (30) days prior written notice in the event of the Claiming Party's inability for more than thirty (30) days to substantially perform all its material obligations under this Agreement due to a Force Majeure Event.

14. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all terms, including to but not limited to Purchase Order Term's and Condition's and general terms and conditions or agreements, previous or contemporaneous communications, representations, whether oral or written, related to the subject matter of this Agreement, and shall be binding upon the heirs, executors, administrators, successors, and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to benefit from this Agreement.

15. Payment: Fees and charges are due upon the CLIENT's receipt of an invoice. The CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.

COMPENSATION

Basic Services Fee

For the Basic Services Scope of Work described above, the Client shall compensate KFI as follows:

Fixed Fee in the amount of \$64,800. Included in the Fixed Fee amount are travel and production expenses.

Additional Services

Significant changes in the project including, but not limited to size, quantity, complexity, change of circumstances or the Owner's schedule or budget shall be considered additional services. KFI may provide Client with additional services upon written approval from Client. Compensation for additional services will be mutually agreed upon in writing.

When any portions of the Project are deleted or otherwise not constructed, compensation for those portions shall be payable to the extent services are performed on those portions

The fees stated above do not include state and local fees or sales tax. If the project is in a jurisdiction where these are required, the applicable amounts will be added as line items on the invoice.

Invoicing will occur on a monthly basis, payment terms are net 30 days, no retainage.

If you find this proposal acceptable, please sign and date this letter and return a copy to our office.

Thank you for the opportunity to provide commissioning services for this project. Please contact me at (651) 771-0880 if you have any questions.

Respectfully submitted,

KFI Engineers



Robert Linder, PE, NEBB CP, LEED AP
Vice President, Performance Group

Accepted By:
City of Grand Forks

Brandon Bochenski
Mayor

Date

Attachments: n/a