

June 20, 2025

PN 124147D  
CONFIDENTIAL

Trevor Lansdown  
Brazos County  
200 S Texas Ave  
Bryan, TX 77803

**SUBJECT:** Commissioning Services RFC No. 24-135 – Brazos County Deferred Maintenance: Proposal for Commissioning Services Through Design

Trevor:

We appreciate this opportunity to present our proposal for commissioning (Cx) services through the design phase of the subject project. We look forward to serving you with timely and quality services.

As I understand the project, it involves remedies and repairs to high-priority items previously identified by a third-party consultant through Brazos County's deferred maintenance (DM) project. Because TGCE understands that Brazos County's DM program is relatively new, the project will also include support by TGCE in the development and planning of future DM work and assistance in prioritizing scope as it is identified through DM assessments. TGCE understands that the construction is to be coordinated through a construction manager at risk (CMR).

### **Cx Services Description**

To better define the expected Cx scope, I offer the following outline of Cx Services that will be provided. The depth at which certain tasks are performed will be adapted based on specific project needs in accordance with the project budget. Other tasks may be added or removed from scope based on project specific needs and confirmation from the Owner.

#### **Pre-Design Phase Cx Services**

- Expansion of Owner Project Requirements (OPRs) if/as needed in coordination with the Owner for use by the design and construction teams in developing the project.
- Assisting the Owner in developing project scope(s).
- Supporting the Owner's deferred maintenance (DM) program through review and confirmation of previous DM assessment findings by other parties (including onsite verifications as appropriate and coordinated with the Owner), prioritization of buildings/scope to remedy reported DM recommendations, and determination of focus/direction for further/future DM assessments.
- Attend project kick-off meeting(s) Other meetings will be attended as applicable to the project and requested by the Owner.

Design Phase Cx Services

- Review of design documents at major milestones against OPRs, general code requirements (primarily related to mechanical systems and building envelope) and engineering fundamentals. The focus of such reviews shall be for the purposes of general constructability, functionality, and maintainability of the systems. TGCE understands that the project currently anticipates multiple bid packages, though the quantity of which are unknown. Design milestones currently anticipated include:
  - Schematic Design
  - Design Development
  - 50% Construction Documents
  - 90% Construction Documents
  - 100% Construction Documents
- Review design specifications for appropriateness of Cx obligations and provide supplemental Cx specifications/obligations if/as necessary.
- Providing Cx review logs to the A/E team noting findings from review of design documents.
- Review of A/E responses to Cx log items and confirmation that items were addressed by the A/E team appropriately.
- Attend design progress meetings, the frequency and length of which are to be as applicable for the particular project and determined by the Owner. In general, the commissioning authority's (CxA's) attendance will be virtual, unless in-person attendance is beneficial to the project or if the CxA is already onsite for other Cx activities. Meeting minutes/records are to be created and distributed by parties other than TGCE (unless otherwise agreed upon with the Owner).

**Understanding of Proposal Exclusions:**

It is understood that the following items are currently not requested, not applicable, or not expected to be needed by this team. To the extent scope is determined to be otherwise as the project evolves, additional scope can be performed by the CxA with confirmation by the Owner.

- Design reviews and other Cx activities will generally be limited to MEP, fire alarm (FA), fire protection (FP), and building envelope systems. All other trades are not currently included in the Cx scope, except where such scopes are understood to impact MEP, FA, FP, and building envelope systems. To the extent that they are deemed to be necessary for the respective project scope, TGCE will engage those services for inclusion in Cx services.
- Design milestone and other reviews will generally not include the CxA performing cooling/heating load calculations, hygrothermal analysis, or other detailed calculations/analysis.
- Permitting (if any) for the project is understood to be the responsibility of the Construction team/Contractor.
- Opinions of Probable Construction Costs (OPCCs) are to be provided by parties other than the CxA (e.g., the CMR).
- Bidding and construction Cx services are not currently included in this scope. Those services can be provided as requested and feasible within the available fee budget. If

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needed, a separate or revised proposal can be provided if/as requested to include bidding and construction Cx services.

- Testing, Adjusting, and Balancing (TAB), if needed for pre-construction services, is to be procured by the Contractor or the Owner, depending on specific project requirements. TAB is not included under TGCE's contract. TGCE will support the TAB process as applicable to Cx services and as requested by the Owner.

### **Cx Services Fee**

We believe an hourly fee budget approach best fits the potentially varying level of effort required for these Cx services. Effort will be billed against the contracted fee on an hourly personnel cost expended in each billing period. This approach provides both an upper-limit protection for the Owner as well as the assurance that the Owner receives the benefit of all economies we experience.

Note that the scope of deferred maintenance projects can vary widely and is difficult to accurately predict during the pre-design phase, as it depends on the priorities determined by the Owner and A/E and other factors like available budget, timeline, and delivery method/number of bid packages. Accordingly, the amount of effort required in commissioning varies widely and is difficult to accurately predict at this stage in the project development.

The fee budget proposed below is based on an estimate of the construction costs of the applicable trades' (MEP and envelope) Priority 1 and 2 scope items in the deficiency spreadsheet provided by the Owner and the anticipated level of commissioning effort associated with those scopes. Upon completion of the pre-design/scope verification phase, TGCE will review the budget against the final determined scope and will advise the County at that point if the determined scope expands beyond that used in the estimation of the fee below and whether an expansion of the commissioning fee budget may be appropriate to accommodate the scope.

**We have estimated our level of effort for this project to be \$198,220 and propose that estimate as the fee budget.**

It is understood that hourly fee budgets may not be sufficient to complete all the necessary work for the project. As we approach the fee budget amount, TGCE so advises you to review the status of the project and expectations for further direction of work to mutually determine if an extension of the budget is appropriate or if we should pause our services upon reaching the budget. This review is to occur through our monthly invoicing for work performed for the prior work period, with direction by the Owner if it anticipates expansion of budget or restriction of work.

The required level of effort for each project is influenced by a number of factors, such as project complexity, project delivery method, project design team, project construction team, and procurement issues (e.g., long lead times, etc.) or other economic factors that impact project schedule. Some of these factors are outside of the CxA's control, but the CxA is committed to adapting their services to meet the varying needs of the project as the various project factors impact them as can reasonably be accomplished within the agreed-upon fee budgets. Where such factors are expected to limit the work that can be accomplished within the agreed-upon fee budget, TGCE will notify the Owner of such and receive direction from the Owner on how to proceed.

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For reference, WJE's proposal for the building envelope commissioning services is attached. The fee budget presented in their proposal is included in the total fee budget indicated above.

### **Additional Services**

Given the hourly budget approach to the project, additional services are not applicable, as all hourly efforts are invoiced.

### **Invoicing**

Invoicing will be monthly with the net due in thirty (30) days, consistent with the Master Contract.

Ours and our subconsultant's normal hourly rates which apply to our services can be found attached. (These rates are subject to annual adjustments in accordance with our standard salary review practices.)

Reimbursables are in addition to labor charges. Reimbursables include costs of out-of-town travel (mileage at active IRS rates).

### **Acceptance**

If this proposal is acceptable to you, please provide an approval consistent with your normal procedures. Should there be any questions or requested changes, please contact me to go over them at your earliest opportunity.

We appreciate this opportunity to serve you and the Owner, and look forward to a successful project!

Sincerely,



Cameron Labunski, P.E.  
Principal Engineer

Texas Firm Registration No. 2929

CL:wh



June 20, 2025

Cameron Labunski, PE, MAC  
Principal  
Tom Green & Company Engineers, Inc.  
3701 Executive Center Dr., Suite 258  
Austin, TX 78731

## Proposal for Building Enclosure Consulting Services

Brazos County Deferred Maintenance  
WJE No. 2024.5954.2

Mr. Labunski:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for building enclosure consulting services for a Brazos County Deferred Maintenance program in Bryan, Texas. Please find below an outline of our proposed scope of services and associated fees.

### BACKGROUND

The team led by Tom Green & Company Engineers (TGCE) has been selected by Brazos County, Texas to provide “commissioning” services for several projects, and WJE is proposing to serve as the building enclosure subconsultant to TGCE. We understand that a third-party company was hired to develop a maintenance program for eleven Brazos County properties. The properties are listed as General Site, Exhibit Hall, North Arena, South Arena, North Pavilion, West Pavilion, South East Pavilion, Covered Warm-up and Storage #1. A spreadsheet has been provided with recommendations and priorities for future maintenance.

### SCOPE OF SERVICES

The following scope of building enclosure consulting services is based on the proposal request received from Wyatt Hahn of TGCE via email on October 16, 2024, and revised based on email from Wyatt Hahn received June 16, 2025. We understand it is comparable to those being provided for the mechanical scope by TGCE. It should be noted that the term “pre-design/construction commissioning services” as used in the original Brazos County solicitation, can refer to a wide range of consulting scopes, and that the requested scope of services is not as comprehensive as those defined in industry guidelines like *ASTM E2947 - Standard Guide for Building Enclosure Commissioning*.

WJE’s services outlined in this proposal are intended to supplement—rather than replace or otherwise alter—the contractual responsibilities of the design and construction team members as they relate to the successful completion of this project. As such, the Designer-of-Record shall be solely responsible for the reviewing, approving, and coordinating into the contract documents for this project all design modifications arising from WJE’s services. Similarly, all construction period services provided by WJE as outlined in this proposal, or as provided under the terms of an amended agreement, shall be considered

separate from the contractual requirements of the design and construction team and are not intended to replace QA/QC processes that the contractor may be required to—or may elect to—independently perform.

## **Scope of Services for Deferred Maintenance Assistance**

### ***Task 1 - Field Assessment***

WJE will review the previously provided assessment by Michelle Gallup 6.18.24 and perform a roof and facade condition assessment, consisting of the following general tasks:

- ***Visual Survey of Facade.*** WJE will perform a visual condition survey of the exterior facade and related interior building components. Locations of cracking and other distress at the exterior, as well as evidence of interior leakage, will be noted.
- ***Visual Survey of Roof.*** In areas where the roof may be a contributing factor to previously reported items or observed conditions during our facade survey, we will perform a visual survey of the roof to document the as-built construction and existing conditions of the roofing systems, copings, and roof level flashings.

We anticipate the facade and roof surveys will take two employees approximately two days to complete.

### ***Task 2 - Meetings***

WJE will attend a half-day meeting prior to the assessment of the buildings and a half-day meeting after the completion of the assessment with representatives of Brazos County and TGCE.

### ***Task 3 - Project Scope Development***

WJE will assist Brazos County in reviewing written scope for repairs. We will review OPRs and BODs as required. WJE will provide consulting services to develop project scope for repair. We have provided 40 hours for this task.

### ***Task 4 – Design Review***

WJE will perform five focused reviews of the construction documents, including drawings and specifications, as they pertain to enclosure performance and constructability: one each at the Schematic Design, Design Development, 50% CD, 90% CD, and 100% CD submissions. We will assist in confirming that the enclosure performance information is identified and reasonably complete and in developing recommendations for detailing to improve its long-term performance. The focus of the reviews will include any below-grade and split-slab waterproofing, weather barrier materials, vertical wall cladding, roofing materials, fenestrations, and their various interfaces identifying potential detailing issues that may adversely affect the water and air tightness, thermal efficiency, constructability, and durability. Review comments, options, and recommendations will be provided in the form of annotated details and specifications.

WJE will not perform a detailed evaluation of the complete set of documents, nor will WJE perform or review any calculations, unless specifically included in our scope. WJE's review will be based upon an

assumption that the documents provided for its review have been prepared in full compliance with applicable building code requirements.

**Task 5 – Commissioning Specification**

WJE will develop project-specific building enclosure commissioning (BECx) specification language to be incorporated with the Commissioning (Cx) specification section authored by TGCE for each bid package. Specification language will outline the roles and responsibilities of all parties in the BECx process and identify the extent and scope of functional performance testing to be performed. The BECx specification language will also identify testing criteria and requirements.

**FEES AND TERMS**

We recommend establishing a budget of **\$77,600** for the base scope of services described above. Actual charges will be billed on a time and expense basis using the hourly rates in effect at the time the work is performed. Our current hourly rates are provided in Table 2.

Table 1: Recommended Fee Budget

Task	Description	Fees
1	Field assessment	\$8,800
2	Collaborative Design Meetings	\$5,280
3	Project Scope Development	\$12,120
4	Design Review (Five Reviews)	\$46,800
5	Commissioning Specification	\$4,600
<b>Total</b>		<b>\$77,600</b>

Unless other terms are mutually agreed upon, all services will be provided in accordance with WJE’s *Terms and Conditions for Professional Services*, copy attached. In the event that a provision of these terms conflicts with the Master Agreement between TGCE and Brazos County, the terms of the Master Agreement will prevail. We request that TGCE provide a copy of the Master Agreement to WJE for our records, if applicable to the project.

Should there be approved changes to the work already completed or additional services required that are not outlined in the scope above, WJE will issue a proposal for additional services for approval prior to proceeding with the additional work. Additional services will be performed on a time and expense basis using our standard hourly rates in effect at the time services are provided (Table 2).

Table 2. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$420.00	Senior Specialist	\$185.00
Principal	\$345.00	Specialist	\$165.00
Associate Principal	\$295.00		
Senior Associate	\$265.00	Senior Technician	\$145.00

Professional Staff	
Associate III	\$230.00
Associate II	\$195.00
Associate I	\$160.00

Professional Support Staff	
Technician II	\$125.00
Technician I	\$110.00
Admin Support	\$125.00

You may provide formal authorization by signing in the space provided below and emailing a signed copy of this agreement to our office.

### CLOSING

Thank you for this opportunity to continue working with you at Brazos County properties. If you have any questions or would like to discuss this further, please do not hesitate to contact us.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Ryan Jones, AIA, BECxP, CDT, LEED AP  
Project Manager and Senior Associate



Melaney Gorman, RA  
Associate III

Attachment: *Terms and Conditions for Professional Services*

### Agreed and approved

Name: \_\_\_\_\_ (please print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

As Agent or Principal for: \_\_\_\_\_

Date: \_\_\_\_\_



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

**3. Client Duties.** In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

**4. Safety.** Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

**5. Compensation and Expenses.** Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

**6. Termination.** Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

**7. Reports, Drawings, and Work Product.** WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

**8. Environmental Hazards.** Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

**9. Dispute Resolution.** Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

**10. Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

**11. Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

**12. Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

**13. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**14. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

**15. Laboratory or Material Testing Services.** Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.