

Request for Proposals
for
On-Call Building Commissioning Consultant Services



County of San Mateo
Project Development Unit

Issued: July 30, 2018

Responses due: August 21, 2018 at 2:30pm

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County of San Mateo Project Development Unit
1402 Maple Street
Redwood City, CA 94063
Email: slin@smcgov.org

DISCLAIMER

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

NOTE REGARDING THE PUBLIC RECORDS ACT:

(a) **General Provisions Regarding Public Nature of Proposals.**

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

(b) **Proposer's Rights Regarding Confidentiality of Proposals.**

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section 8 of this document sets forth the procedures for designating a document as confidential. Failure to comply with the procedures in Section 8 constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. If you submit information you claim is protected as a trade secret or on any other basis, you must follow all procedures in Section 8.

Request for Proposals (RFP) for On-Call Building Commissioning Consultant Services

1. Introduction

San Mateo County (“County”) requests written proposals from highly qualified Commissioning Authorities to provide On-Call Commissioning Services (“Cx”) for various upcoming County projects. The County anticipates awarding multiple contracts through this Request for Proposals (“RFP”) process.

The requested services will be utilized on numerous ground up construction projects within the San Mateo County managed under the management of Project Development Unit (“PDU”). The target start date and term for the proposed services are subject to negotiation of a final agreement, through to the completion of the projects. PDU intends to bring under contract a minimum of three (3) on-call firms to provide services on an as needed basis. There are approximately ten (10) upcoming projects that may utilize this on-call agreement. See PDU website for project details at <https://cmo.smcgov.org/projects>.

The County is committed to commissioning projects to ensure that all systems are well designed, complete, and functioning properly as designed upon project completion and that the County staff has adequate system documentation and training. Commissioning services will vary depending on the particular project scope, but generally will be in compliance with Title 24, CalGreen, County of San Mateo Green Building Policy, and LEED v4 fundamental and enhanced commissioning requirements as applicable.

2. Scope of Services

The following is a summary of the commissioning process that the County intends to have implemented on projects to be commissioned; however, the County may modify this scope for specific projects as appropriate.

Commissioning begins in the Pre-Construction/Design Phase and continue through Construction, Acceptance, and Post-Construction phases. The Cx process must verify and document that the facility’s components and assemblies are planned, designed, installed, and tested such that they can be properly operated and maintained in accordance with the design specifications. The result of a successful commissioning process is a high-functioning facility with lowered total cost of ownership, reduced risk, reduced O&M costs, and enhanced energy efficiency.

The Commissioning Authority (CxA) must manage and administer the commissioning process in accordance with Title 24, CalGreen, County of San Mateo Green Building Policy, and LEED v4 fundamental and enhanced commissioning requirements as applicable. A copy of the County of San Mateo Green Building Policy can be downloaded at <https://goo.gl/3byyhn>

A. Pre-Construction/Design Phases

During this phase, the Commissioning Agent (CxA) must establish the Cx process through development of a Cx plan and Cx specifications, and review the project bid documents to ensure commissioning requirements are appropriately described. Tasks completed during this phase must include the following but are not limited to:

- a. Prepare fundamental and enhanced commissioning plan per LEED requirements, including Owner's Design Intent, Basis of Design, Pre-functional Equipment Checklist and Functional Performance Testing List, etc.
- b. Provide a review of the Owner's Project Requirements and Basis of Design documents. Submit review comments to the County.
- c. Review Project Contract Documents with regard to Commissioning related issues.

B. Construction Phase

During this phase, the CxA must administer the Cx process as described in the approved Cx plan draft as well as observe and document system installation and performance. The CxA will assist with problem-solving, non-conformance issues, and deficiencies, but ultimately this responsibility resides with the General Contractor/CM at-Risk. Tasks completed during this phase must include the following but are not limited to:

- a. Lead the Construction Phase Cx Kickoff meeting that must occur once the critical construction subs (MEP, TAB, controls) are identified.
- b. Update the Design Phase Commissioning Plan for the Construction Phase. This Construction Phase Commissioning Plan will be submitted to the Designated County Representative for distribution to the County stakeholders and General Contractor/CM at-Risk.
- c. Schedule and lead a Controls Integration Meeting held shortly after Receipt of Controls submittal, but prior to approval. Meeting should include Engineer of Record, CxA, Controls Contractor, Contractors providing equipment that need to interface with the controls and vendors providing factory packaged controls (e.g. Boilers, AHUs, DOAS, etc.). Meeting to be facilitated and lead by the CxA. Agenda to include review of interfaces, review of sequences of operation and integration requirements.
- d. Provide list of Cx and County acceptance tasks for inclusion into the Contractor's master construction schedule and verify their inclusion. List must be submitted to the Designated County Representative.
- e. Maintain a commissioning issues log.
- f. Review equipment submittals for equipment being commissioned concurrent with the Engineer of Record. Review comments must be provided to the Engineer of Record for inclusion with their comments. CxA review comments must be submitted to the County within 5 days of receipt of the submittal.
- g. Conduct site observations sufficient to review equipment installation and construction progress. Clarify in proposal how many site visits are included in the fee.

- h. Conduct a sufficient number of commissioning coordination meetings with the County stakeholders and Contractors to plan and execute the commissioning process. Clarify in proposal how many meetings are included in the fee.
- i. Prepare and provide pre-functional checklists to the General Contractor for completion by the installing Subcontractors.
- j. Review the start-up plans and start-up documentation formats from the Subcontractors.
- k. Prepare and submit functional performance test (FPT) scripts for each system to be commissioned.
- l. Oversee execution of FPT's. Submit completed FPT's for each specific discipline after completing all testing field work for that discipline.
- m. Obtain and review mechanical systems trending. Submit all completed trends and CxA reviews in a single package to County after collecting trending data for approval.
- n. Review Operation & Maintenance manuals.
- o. Review the O&M personnel training plan developed by the General Contractor. Verify and document that the training and orientation of Operation and Maintenance personnel is scheduled and conducted. Include all training documentation in the final Commissioning Report.

C. Post-Construction Phase

- a. Prepare and submit draft Commissioning Report to the County for comments. Submit final report, incorporating County's comments.
- b. Prepare and submit a Systems Manual to the County.
- c. Prepare and submit a Re-Commissioning Management Manual to the County.
- d. Perform a post-occupancy review and evaluation with the Contractors and County O&M personnel within the 1-year warranty period.

3. Systems to be Commissioned

The following systems and assemblies (as applicable) will generally be commissioned; however, the County will develop a specific scope for each project. The following list represents general anticipated scope areas including but are not limited to:

- 1. HVAC systems & controls
 - a. Air conditioning equipment (chillers, cooling towers, pumps, heat exchanges, thermal energy storage tanks, etc.)
 - b. Heating equipment (boilers, pumps, tanks, heat exchanges, etc.)
 - c. Air distribution equipment (fans, terminal units, accessories, etc.)
 - d. Ventilation equipment (Fans, accessories, and controls)
 - e. Building automation system (workstation, servers, panels, variable frequency drives, local control devices, sensors, actuators, thermostats, etc.)

2. Domestic water heating systems
 - a. Heating equipment (water heaters, heat exchangers, etc.)
 - b. Pumps
 - c. Controls
3. Indoor lighting systems & controls
 - a. Lighting control panels
 - b. Occupancy sensors
 - c. Daylight harvesting systems
4. Architectural
 - a. Building envelope assemblies
5. Renewable energy systems
 - a. Photovoltaic panels & inverters
 - b. Wind powered electrical generators & inverters
 - c. Solar thermal
6. Landscape irrigation systems
 - a. Water distribution diagrams
 - b. Control system
7. Water reuse systems
 - a. Reclaimed water system for indoor use
 - b. Reclaimed water for irrigation use
8. Sanitary sewer control systems
9. Emergency power generation, Battery Energy Storage Systems (BESS) and UPS systems
10. Electrical distribution systems (switchgear, switchboards, transformers)
11. Power monitoring system
12. Electronic Security: door access control, CCTV, intercom, alarm, etc.
13. Sub-slab depressurization system
14. Radio repeater

4. Compensation and Length of Agreement

Firms selected will be offered a NOT-TO-EXCEED contract in the amount of \$600,000.00 (Six Hundred Thousand Dollars and no cents). The Project Development Unit will assign task orders as services are needed that will be subtracted from the overall not-to-exceed amount.

The anticipated duration of the agreement will be for three (3) years with possible extension and the term tentatively begins summer of 2018.

5. Minimum Qualifications

Proposer should demonstrate the following minimum qualifications:

1. Must be authorized to provide the required Services in the State of California and must possess all required registration(s), certification(s), authorization(s) and license(s) in accordance with all applicable California statutes, ordinances, and regulations.
2. Must have been in business for a period of no less than five (5) years.
3. Must have at least three (3) years of documented CxA experience related to new construction for projects of similar project type, scale and complexity.

Additionally, the following **desired** qualifications will be considered by the County:

1. Experience in the operation and troubleshooting of HVAC systems, energy management control, electrical and site renewable systems.
2. Knowledgeable in building maintenance and operation and O&M training.
3. Knowledgeable in test and balance of both air and water systems.
4. Experienced in energy-efficient equipment design and control strategy optimization
5. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
6. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
7. Knowledgeable with the most current LEED rating accreditation requirements and processes.
8. Experience in commissioning Zero Net Energy facilities.
9. Familiarity with OSHPD requirements and procedures.

6. Proposal Submission Requirements

PDU will be the office providing project management services for the Projects. Any questions or requests for clarifications or interpretation of this RFP must be submitted in writing to Sam Lin, Manager, County of San Mateo at slin@smcgov.org by **5pm on August 14, 2018**. Questions received after this deadline may be answered at the discretion of the County of San Mateo.

Addendums, additional information, responses to questions, and changes to this RFP, if warranted, will be posted to the PDU website at <http://cmo.smcgov.org/public-notifications> on August 17, 2018. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer's failure to do so will not provide a ground for protest. Proposers submitting Proposals that do not reflect the updated information provided may be deemed non-responsive and not accepted by the County.

Proposers shall submit **one (1) original, signed Proposal together with two (2) additional bound copies**, to be delivered in a sealed envelope labeled on the package cover "Proposal for Building Commissioning Consultant Services" by **2:30pm on August 21, 2018** to:

Sam Lin, Manager
Project Development Unit, County of San Mateo
1402 Maple Street, Redwood City, CA 94063.

RFSOQ submittals received late will not be opened or given any consideration for the proposed services. Late submittal(s) will be returned to Proposer(s) unopened. It is the responsibility of the Proposers to ensure that the RFSOQ submittals are received at the specified address by the specified deadline noted in this RFSOQ. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to mistakes or delays of the Proposer or carrier used by the Proposer or weather delays. However, the County of San Mateo reserves the right to request, to receive, and to evaluate supplemental information after the above time and date at its sole discretion.

Proposal should be bound & printed vertically ("portrait" orientation) on standard 8½" by 11" papers and should not exceed 10 pages, single sided (excluding tabs, resumes, lists of projects, and

any marketing materials), but preferably shorter. Type size should be no smaller than 10 point, but preferably larger. Responses must address the items listed below:

1. *Firm Information* (2 pages max). Name of the Proposer, brief description of firm's history and legal structure (i.e., corporation, partnership, limited partnership, joint venture, association). Proposer shall identify the exact legal name of the Proposer as a legal entity entitled to contract in California. The signed, original Proposal shall include a statement signed by an owner, officer, or authorized agent of the Proposer, acknowledging and accepting the terms and conditions of this RFP including the posted addendum/addenda.
2. *Approach*. Describe your firm's approach to executing the proposed scope of services. Clearly state any exemptions to the proposed scope of services listed in this RFP.
3. *Past Experience*. Provide detailed information for three (3) previous projects for which your firm has successfully executed the commissioning process. Include project description (project name, location, size, completion year, etc.), systems that were commissioned, summary of commissioning process, sustainable design features where applicable and client references for each project.
4. *Key Personnel*. Describe your firm's proposed team structure to deliver the required services, including experience and qualifications for key personnel. Include résumés for the commissioning agents being proposed.
5. *Compensation*.
 - a. Provide a fee schedule for all costs associated in providing the requested services, if your firm is selected. This fee should be in the form of Time and Materials though the task orders may be issued as fixed lump sum prices.
 - b. For all fee structures, include the classification of personnel and the hourly rate for each classification.
 - c. Provide a fee schedule for all tools and equipment required to perform the requested services. Indicate clearly whether these are owned or leased by your firm.
 - d. Provide lump sum fees, by System described in the Scope of Work, for any sub-consultants you would propose to include with your team. Also include mark-ups on sub-consultants, if applicable.
 - e. List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.
 - f. Identify reimbursable expenses that will be charged to the Project(s). Provide an estimate of what you believe these expenses should be for the Project.
6. *Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization*.

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five (5) years, especially any resulting in claims or legal judgments against you/your organization.

7. *Statement of Compliance with County Contractual Requirements:*

A sample of the County's standard contract (Exhibits A) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

NOTE: The sample Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected firms. Do not insert any information or attempt to complete the enclosed sample contract template. Once firms are selected, the County will work with the selected firms to draft a consultant-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

7. General Terms and Conditions

Proposal Costs. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

Proposal Becomes County Property. The proposals and all materials submitted in response to this RFP shall become the property of the County.

Alteration of Terms and Clarifications. No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the PDU website www.smc pdu.org as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact

information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Selection of Firm(s). The selection of firm(s) will be memorialized in the form of a “County Agreement with Independent Contractor” (see the enclosed sample of the Standard Contract Template), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County’s waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer(s) from full compliance with any eventual contract.

Once firm(s) are selected, the Agreement with the firm(s) must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the County and the selected firm(s) unless and until the Board of Supervisors approves and the County executes the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

Equal Benefits. Selected Firm(s) shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the employee is of the same or opposite sex as the employee.

Jury Duty. The selected firm(s) must comply with the County Ordinance requiring that the firm(s) have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the firm(s) or that the firm(s) deducted from the employee’s regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the firm(s) has no employees that qualify for jury duty in San Mateo County, the firm(s) may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

Insurance. The County has certain insurance requirements that must be met. In most situations those requirements include the following: the firm(s) must carry \$2,000,000 or more in comprehensive general liability insurance; the firm(s) must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the firm(s) has two or more employees, the firm(s) must carry the statutory limit for workers’ compensation insurance; if the firm(s) or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the firm(s) must carry professional liability insurance; and the firm(s) must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

Incomplete Proposals May be Rejected. If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

Contact with County Employees. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee or contracted consultant for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employee or contracted consultant questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Group Purchasing Organization Participation. Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered viable consultants for the listed services. The County reserves the right to use GPO consultants if doing so is in the County's best interest, as determined solely by the County, even if that consultant does not submit a proposal in response to this RFP.

Proposal Fees. Proposers may elect to present their proposal fee in a way that they deem more competitive. General guidelines for different methods are below:

Reimbursable. If work authorized is based on time, equipment, and materials (T&M), all reimbursable services shall require advanced authorization, in writing. All reimbursable are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task ("Detailed Backup"). Use of sub-consultants, with advanced authorization in writing, must also be present in the Detailed Backup.

Office overhead should be calculated into the line items within the classifications of the professional rate schedule, and cannot be billed separately. Overhead includes, but is not limited to, accounting functions, office functions, certified payroll compliance, office equipment, phone calls, postage, maintaining books and records, filing, word processing, dictation, office overhead, etc.

Deliverables as specified in the scope in hard copies or electronically are not reimbursable (reports, photos, drawings, etc.), except when additional hard copies are required.

Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.

c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

Sub-consultants. All requirements of this RFP shall apply to any proposed sub-consultant(s) under the Proposers' teams.

Miscellaneous. This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the firms that submitted proposals.

The terms and conditions of this RFP, including any addendum, shall become a part of any agreement resulting from this RFP.

8. Confidentiality of Proposals

1. California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.
2. Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

3. If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.
4. Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

9. Proposal Evaluation

All proposals received will be evaluated by an Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified firm(s) will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation will be focused on factors such as cost, past performance/ references, and qualifications.

Responses to this RFP must adhere to the format for proposals detailed in the RFP Response section above. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the Proposers, including capability and experience of key personnel and experience with other public or private agencies to provide the required services
- Proposed management and delivery approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against Proposer's organization and/or key personnel
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each Proposer's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your

proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals which may not necessarily be the lowest cost.

10. Proposal Recommendation

The Evaluation Committee will recommend a Proposer or Proposers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any Proposer(s) to finalize an agreement in relation to the proposer's response.

11. Notice to Proposers

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

12. Protest Process

If a proposer desires to protest the selection decision, the proposer must submit, by USPS mail, a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Project Development Unit as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer, identify the RFP service requested, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within fourteen (14) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be addressed as follows, with a copy to the County Contact Person:

Debbie Bazan
Director of Project Development Unit
1402 Maple Street
Redwood City, CA 94063

13. RFP CONTACT

All written inquiries and requests for additional information pertaining to this RFP, any addendum, or any matter relating to the architect selection process, must, unless otherwise identified in an addendum, be directed to the following designated contact:

Sam Lin, Manager
County of San Mateo Project Development Unit
1402 Maple Street, Redwood City, CA 94063
Email: slin@smcgov.org

14. Tentative Schedule of Events

County reserves the right to modify this schedule at any time at its sole discretion..

EVENT	DATE
Release Request for Proposals	7/30/18
Deadline to submit questions to the County	8/14/18 @ 5:00PM
Responses to questions / last addendum posted by	8/17/18
Proposal Submission Deadline	8/21/18 @ 2:30PM
Review proposals by the County	8/21/18 – 8/22/18
Selected Firm(s) Announced on PDU website	8/23/18
Recommendation to County Board of Supervisors	9/4/18

15. Exhibits

- Exhibit A:** Sample Professional Services Agreement with Insurance Requirements
- Attachment I:** Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
- Attachment IP:** Intellectual Property Rights
- Exhibit B:** Document 01 9113 General Commissioning Requirements

End of RFP DOCUMENT

Exhibit A

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND [Consultant Name]**

*******REMOVE ALL INSTRUCTIONAL NOTES IN RED BEFORE SENDING CONTRACT TO SERVICE PROVIDER)**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

"Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and;

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

Now, therefore, it is agreed by the parties to this Agreement as follows

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services [To be inserted]
- Exhibit B—Payments and Rates [To be inserted]
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

1. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full

payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy. Sub-consultants must also comply with all requirements of this RFP.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability... \$2,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor

certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Issued by County of San Mateo Contract Compliance Committee August 5, 2013

Attachment IP Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Issued by County of San Mateo Contract Compliance Committee July 1, 2013

GENERAL COMMISSIONING REQUIREMENTS

ARTICLE I - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. OPR documentation is included by reference for information only.

1.02 SUMMARY

- A. This section describes the scope of the formal commissioning process and the general requirements for the building systems outlined herein.
- B. Related Sections
 - 1. Division 22, Commissioning of Plumbing Systems (to be provided)
 - 2. Division 23, Commissioning of HVAC Systems (to be provided)
 - 3. Division 26, Commissioning of Electrical Systems and Lighting Controls (to be provided)
 - 4. Division 27, Commissioning of Distributed Communication (to be provided)
 - 5. Division 28, Commissioning of Security Systems (to be provided)
 - 6. Division 33, Commissioning of Utility Systems (to be provided)

1.03 REFERENCES

- A. **USGBC:**
 - 1. LEED v4: EA Prerequisite 1, Fundamental Commissioning and Verification.
 - 2. LEED v4: EA Credit, Enhanced Commissioning.
- B. The County of San Mateo Municipal Green Building Policy. A copy of the Policy can be downloaded at <http://bit.ly/2DhAmiY>.

1.04 DEFINITIONS

- A. Basis of Design (BOD): The documentation of design criteria and assumptions for systems, components, and methods chosen to meet the Owner's Project Requirements and applicable regulatory requirements, standards, and guidelines. The document includes narrative descriptions of the systems to be commissioned and is a LEED Certification required submittal. The BOD is prepared by the Design Professionals.
- B. Building Automation System (BAS): The automated building system providing control and user interaction with select building systems, such as the HVAC, DHW, and lighting systems.
- C. Commissioning Authority (CxA): An independent agent hired directly by the owner and not otherwise associated with the Design Professional(s) or the Construction Manager at-Risk (CMR). The CxA assists the CMR with coordinating commissioning activities and witnesses the activities on behalf of the owner.
- D. Commissioning Issue (Cx Issues): A condition that affects, prevents or inhibits commissioning, and must be resolved to complete the commissioning process.
- E. Commissioning Issues List (Cx Issues List): A log maintained by the CxA listing all Deficiencies and Cx Issues documented during the commissioning process. All issues require action, correction, and closure.
- F. Commissioning Plan (Cx Plan): A document that outlines the organization, coordination, and requirements of the commissioning process in more detail.

- G. Construction Manager at Risk (CMR): The contractor directly contracted to the owner with overall responsibility for the project and all commissioning activities described herein.
- H. Commissioning Coordinator (CxC): Individual within the Construction Manager at Risk's firm, who plans, schedules, directs and coordinates all the commissioning activities, and serves as the CxA's single point of contact for all administrative, documentation and coordination functions.
- I. Deferred Testing: Testing performed at a later time, due to partial occupancy, equipment, load, seasonal requirements, design, or other site conditions that disallow the test from being performed.
- J. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents. A Deficiency is considered a Cx Issue and will be documented on the Cx Issues List.
- K. Design Professional (DP): The Design Professional(s) responsible for design of each portion of the project being commissioned.
- L. Functional Performance Test (FPT): A test of the dynamic function, operation, and control sequences of equipment and systems to verify system performance to the fullest extent. Systems are tested under various operating modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, alarm, power failure, etc. The FPTs are performed using manual (direct observation) or monitoring methods.
- M. Installation Verification (IV): Field verification and documentation of proper installation of system equipment, assemblies, and components prior to Startup. Process is complete when systems are ready for Startup. Installation Verifications are organized under the System Readiness Checklist (SRC) forms.
- N. Monitoring: Recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data-loggers or the Trending capabilities of BAS or other control systems.
- O. Owner's Project Requirements (OPR): A document describing the operational and functional requirements of a project, the expectations of how the facility will be used and operated, and the equipment and system expectations and requirements, as defined by the owner. This document provides an explanation of the ideas, concepts, goals, criteria, and supporting information for the project and is a LEED Certification required submittal. Percent Sampling: Witnessing the startup or testing of only a fraction of the total number of identical or near-identical pieces of equipment such as VAV boxes.
- P. Pre-Functional Checks & Tests (PFC): These are various checks and tests performed on a piece of equipment or system just before, during, or after the initial Startup and operation. They are performed to confirm that the equipment and individual components were installed correctly and are working properly. Examples include checking fan rotation, sensor calibration, actuator testing, and spot temperature, pressure and electrical measurements. They also include system specific tests such as pipe system pressure tests, duct leakage tests, mechanical system test and balance (TAB) and electrical equipment NETA testing. They are organized under the System Readiness Checklist (SRC) forms and must be completed prior to FPTs.
- Q. Startup: Initial starting or activating of equipment usually performed by the Trade Contractor or the Manufacturer's authorized representative.
- R. System Readiness Checklist (SRC): A summary checklist, typically one page per equipment, covering the necessary commissioning tasks to verify that a system is ready for FPTs or system operation if no FPTs are performed. The tasks covered in the SRC include Installation Verification, Startup and Pre-functional Checks & Tests, and the Contractor completed forms for these tasks are attached to the equipment specific SRC. The SRC must be completed prior to conducting FPTs.
- S. TAB: Testing, Adjusting, and Balancing or Test and Balance
- T. Trade Contractor: Typically a subcontractor to the Construction Manager at Risk who provides and installs specific building components and systems and/or provides certain services. Includes Design-Build Subcontractors who have the additional responsibility of providing systems design.
- U. Trending: Monitoring using the Building Automation System (BAS) or a control system, to aid in functional testing and verify system operation and performance under actual operating conditions.

1.05 SYSTEMS TO BE COMMISSIONED

- A. **This specification section is applicable to the following systems and equipment to be commissioned in this project:**

1. HVAC Systems and Equipment
2. Building Management System (BMS)
3. Lighting Control Systems, including time clock, occupancy sensors and daylighting controls
4. Domestic hot water heating systems
5. Water management system (detention fixtures)
6. Sanitary sewer control systems
7. On-site renewable energy systems (solar PV; solar thermal)
8. Emergency power generation, Battery Energy Storage Systems (BESS) and UPS systems
9. Electrical distribution systems (switchgear, switchboards, transformers)
10. Power monitoring system
11. Landscape irrigation
12. Electronic Security: non-detention systems (door access control, CCTV, intercom, and alarm)
13. Electronic Security: detention systems (access control, CCTV, and alarm)
14. Sub-slab depressurization system
15. Radio repeater

1.06 SUMMARY DESCRIPTION OF COMMISSIONING

- A. Commissioning is a quality assurance process for achieving, verifying and documenting that building systems are installed and perform functionally as intended according to the OPR, BOD, and the requirements of the contract documents.

- B. Commissioning during the design phase is intended to achieve the following specific objectives:
 1. Develop the Owner's Project Requirements (OPR) and the Basis of Design (BOD). The Owner will develop the Owner's Project Requirements (OPR) and the Design Professionals shall develop the Basis of Design (BOD).
 2. Commissioning review of the OPR and BOD and design documents prior to mid-construction phase, with back-check review in the subsequent design submission.

- C. Commissioning during the construction phase is intended to achieve the following specific objectives:
 1. Commissioning review of the Trade Contractor submittals for systems to be commissioned, concurrent with the Design Professional's review.
 2. Finalize the commissioning specific details within the Commissioning Plan.
 3. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry-accepted minimum standards and that they receive the required operational checkout and testing by the Trade Contractors.
 4. Verify and document proper performance of equipment and systems.
 5. Verify that operation and maintenance documentation is provided by the Trade Contractors and is complete.
 6. Develop a systems manual for energy-related systems per LEED that provides future operating staff the information necessary to optimally operate the commissioned systems.
 7. Verify that the owner's facilities and operations personnel are trained per the contract document requirements.

- D. The commissioning process does not take away from or reduce the responsibility of the Construction Manager at Risk to provide a finished and fully functioning building. The Construction Manager at Risk has overall responsibility to assure that all systems are properly tested and commissioned, and that all required commissioning documents are completed and provided to the owner.

- E. Project will meet the Commissioning Requirements of LEED-NC v3.0, Energy & Atmosphere, Prerequisite 1 (Fundamental Commissioning) and Credit 3 (Enhanced Commissioning). The CMR, Trade Contractors, and suppliers are responsible to ensure all requirements for commissioning are

met in their respective work. The CMR is responsible for uploading LEED specific information and documents and submitting the final application.

1.07 GENERAL COMMISSIONING PROCESS

A. Unless otherwise noted in the trade specific commissioning specifications, the general commissioning process is as follows. See the trade specific commissioning specifications for additional details.

B. Design Phase

1. OPR and BOD Development

- a. The OPR and BOD are required documents for LEED Certification.
- b. The Owner will develop the OPR to outline the functional requirements of the project and expectations of the building's use and operations as it relates to the systems to be commissioned. The CxA and the Design Professionals shall review the OPR for clarity and completeness. The Owner is responsible for updates to the OPR.
- c. The Design Professionals shall develop a BOD for each system to be commissioned, to meet the requirements described in the OPR and to provide a narrative description of the system design, the design intent and the design assumptions. The CxA and the Owner will review the BOD for clarity, completeness and adherence to the OPR. The Design Professionals are responsible for updates to the BOD.

2. Design Reviews

- a. Per the requirements of LEED Enhanced Commissioning, at a minimum, 50% Construction Documents (CDs), and 90% CDs shall be issued by the Design Professionals for review and comment by the CxA. The CxA will issue design review comments to the Design Professionals. The Design Professionals shall provide written responses to the CxA's review comments within two weeks. CxA shall review comments provided by the Design Professionals and recommend changes if any. The Design Professionals are responsible for updates to the BOD.
- b. The CxA will review, recommend modifications and validate control systems with Owner and the Design Professionals to meet requirements in the OPR.

C. Construction Phase

1. Cx Plan

- a. The Commissioning Authority (CxA) prepares a Cx Plan that provides guidance in the execution of the commissioning process during construction. The CxA will also confirm incorporation of Cx requirements into the construction documents.
- b. Per the requirements of LEED Enhanced Commissioning, the CxA shall verify the inclusion of the systems manual and operator and occupant training requirements in the construction documents.
- c. The CxA shall develop a construction checklist to ensure correct installation of all equipment.

2. Submittal Review by the CxA

- a. Per the requirements of LEED Enhanced Commissioning, the CxA shall review submittals for appropriate systems in the commissioning scope concurrently with the Design Professionals and will provide review comments to the Design Professionals.
- b. The CMR shall provide a submittal log to the CxA for referencing requested submittals to be reviewed by the CxA and/or include the CxA on the distribution (and copy) of the submittals issued to the Design Professionals.
- c. The CMR shall ensure that the requested submittals for review by the CxA are issued to the CxA at the same time they are issued to the Design Professionals.

3. Form Development

- a. The CxA will develop SRC and FPT procedures and forms, using information from the submittal review. The SRC and FPT forms are submitted to the Construction Manager at Risk and Trade Contractors for review and comment.
4. System Readiness Activities
- b. The Trade Contractors shall perform Installation Verification, Startup and Pre-Functional Check & Test activities. The Trade Contractors and the CxC shall document completion of these activities on the SRC forms and attach their completed Installation Verification, Startup, and Pre-Functional Checks and other Tests forms to the SRC.
 - c. The CxA will perform various observation inspections during the installation phase and back-checks of the completed Installation Verification. The CxA will also witness a percent sampling of the Startups and Pre-Functional Checks & Tests, including TAB procedures.
5. Functional Testing
- a. Once the SRC forms are completed, the FPTs are executed by the Trade Contractors and a sample is witnessed by the CxA. The FPTs may be achieved by any combination of Manual Testing or Trending via the BAS or control system.
 - b. Any deferred FPTs will be defined in the Cx Plan.
 - c. Per the requirements of LEED Enhanced Commissioning, the CxA shall conduct seasonal FPTs on equipment in the season each equipment is intended to operate.
6. Deficiencies and Commissioning Issues
- a. Throughout the commissioning process, the Commissioning Issues are recorded by the CxA on the Commissioning Issues List. The Construction Manager at Risk and the Trade Contractors shall correct Commissioning Issues and retest the system(s) without delay at no additional cost to the owner.
7. O&M Manuals, Training Verification, and Final Documentation
- a. The CxA will verify that the O&M manuals are delivered to the Owner per the contract requirements and are complete.
 - b. The Construction Manager at Risk shall submit to the CxA and Owner a training schedule and specific training agendas (for each training class), for review prior to conducting any training. The CxA will also verify completion of the training by receiving a copy of the training class sign-in sheets and any training materials / handouts, provided by the Construction Manager at Risk.
 - c. The CxA will develop the Systems Manual with assistance from the Construction Manager at Risk and Trade Contractors. The systems to be included are the HVAC systems and controls, lighting controls, domestic hot water systems and controls, and any renewable energy systems.
 - d. The CxA will complete the Final Construction Phase Commissioning Report and documentation for the Owner with assistance from the Construction Manager at Risk and Trade Contractor
 - e. The CMR shall ensure that all LEED documentation is uploaded, and application is successfully submitted.

D. Operation Phase

1. Post-Occupancy Warranty Phase Commissioning
- a. Per the LEED Enhanced Commissioning requirements, no later than 60 days prior to the expiration of the first 12-month warranty period of building occupancy, the CxA will return to the facility to interview facility staff and review systems operation (for the commissioned systems: see section 1.05 above).
 - b. Any performance issues, warranty items, or problems identified will be reported by the CxA to the CxC via a Warranty Phase Commissioning Issues List for correction by the Construction Manager at Risk under manufacturer or contractor warranties prior to the expiration of the warranty period.

- c. Per the requirements of LEED Enhanced Commissioning, the CxA shall deliver an on-going commissioning plan.

1.07 COMMISSIONING TEAM

- A. **The Commissioning Team is responsible for performing the process and achieving successful commissioning results. The Commissioning Team is comprised of the following:**
 1. Owner's Representatives
 2. Design Professionals (DP).
 3. Commissioning Authority (CxA).
 4. Construction Manager at Risk (CMR)
 5. Construction Manager at Risk's Commissioning Coordinator (CxC)
 6. Trade Contractors responsible for specific types of systems being commissioned, including their Design Professionals where applicable.
 7. Design-Build Subcontractors including their Design Professionals where applicable

1.09 RESPONSIBILITIES

- A. General
 1. The Commissioning Team and all others involved in the commissioning process shall follow the Commissioning Plan, attend commissioning kickoff meeting, and additional commissioning meetings as necessary.
- B. Commissioning Authority (CxA)
 1. The primary role of the CxA is to oversee, organize, and lead the commissioning team and assist the Construction Manager at Risk and Trade Contractors in executing the commissioning process.
 2. Prepare the Cx Plan and develop the SRC and FPT forms.
 3. Work with the Construction Manager at Risk to schedule commissioning activities.
 4. Leads commissioning team meetings; prepares meeting agendas, and distributes meeting minutes.
 5. Observe on a sampling basis the system and equipment installation, startup, checkout, and testing for compliance with the OPR, BOD, and Contract Documents; review completion of commissioning documentation; and record any Deficiencies and Issues on the Cx Issues List.
 6. The CxA will sample witness the execution of the FPTs by the Trade Contractors. The CxA will witness one (1) re-test of any commissioned equipment or system.
 7. Is the authority on commissioning test results and other commissioning program elements completion. Prepares, maintains, and distributes the Cx Issues List.
 8. Review and comment on training agendas, and verify that training is completed.
 9. Lead the effort in developing the Systems Manual for the energy-related systems per LEED.
 10. Assemble the commissioning documents and prepare the Commissioning Report.
 11. The CxA is not responsible for:
 - a. *Design concept or design criteria*
 - b. *Review for code compliance*
 - c. *Inspector of record services*
 - d. *Design and construction scheduling*
 - e. *Cost estimating*
 - f. *Construction management*
 - g. *Providing tools and test equipment used for commissioning.*
 - h. *Scheduling startup and testing*
 - i. *Coordinating the work of Trade Contractors and any special testing agents*
 - j. *Performing startup and testing*

- C. Construction Manager at-Risk
1. The Construction Manager at Risk is responsible for all commissioning tasks to be performed, including tasks assigned to Trade Contractors. The Construction Manager at Risk also ensures that all Trade Contractors execute commissioning responsibilities according to the Contract Documents, Cx Plan, and schedule.
 2. Include the cost for commissioning in the project cost.
 3. Assign a CxA for the duration of the project with qualifications outlined herein.
 - a. The CxA shall have documented commissioning process experience on at least two building projects with a similar scope of work. The experience must extend from early design phase through at least 10 months of occupancy;
 - b. The CxA may be a qualified employee of the owner, an independent consultant, or an employee of the design or construction firm who is not part of the project's design or construction team, or a disinterested subcontractor of the design or construction team.
 - c. For projects smaller than 20,000 square feet (1,860 square meters), the CxA may be a qualified member of the design or construction team. In all cases, the CxA must report his or her findings directly to the owner.
 4. Assign a CxC for the duration of the project with responsibilities outlined herein.
 - a. *The CxC shall have at least five (5) years' experience with the disciplines of construction.*
 - b. *The Construction Manager at Risk shall submit the name of the person assigned as the CxC to the CxA within a month of contract award*
 5. Schedule and coordinate the commissioning meetings with the CxA.
 6. Plan, schedule, coordinate, and facilitate the commissioning work performed by Construction Manager at Risk and Trade Contractors. Provide sufficient lead-time of at least 10 days to notify the CxA in advance of commissioning activities. Update the master construction schedule periodically with commissioning progress and activities.
 7. Review, comment, and accept the Cx Plan prepared by the CxA.
 8. Furnish a copy of any construction related documents such as change orders, submittals, shop drawings, and RFIs to the CxA. Electronic files are acceptable.
 - a. *The CxC shall ensure that the requested submittals for review by the CxA are also issued to the CxA when issued to the Design Professionals.*
 9. Obtain and review the Trade Contractor IV, Startup, and PFC forms prior to use.
 10. Using IV, Startup, PFC, SRC, and FPT forms; document and certify that all work is complete and systems are installed, operational, and functionally tested.
 11. The Construction Manager at Risk is responsible for organizing all Trade Contractor completed Cx forms to be submitted to the CxA for review.
 12. Evaluate deficiencies identified on the Cx Issues List. Issues will be tracked according to the responsible entity. Collaborate with Trade Contractors and recommend corrective action. Assure all Cx Issues are resolved.
 13. Prepare a training schedule along with the Trade Contractor training agendas and submit to CxA and Owner for review. Execute training of Owner's personnel per approved training schedule and agendas.
 14. Prepare O&M Manuals in accordance with the Contract Documents.
 15. Assist the CxA in developing the Systems Manual.
- D. Design Build Subcontractor(s) including their Design Professionals (where applicable)
1. The Design-Build Subcontractor is responsible for reviewing the OPR document and developing a BOD that provides a narrative description of the system design, the design intent and major design assumptions, consistent with the OPR.
 2. The Design-Build Subcontractor is responsible for generating design drawings and project specifications per the requirements of the OPR and BOD. The Design-Build Subcontractor is responsible for issuing 50% and 90% CDs for review and comment by the CxA and having the Design Professionals respond to the CxA's written comments for both submissions.

- E. Trade Contractors
 - 1. See the trade specific commissioning specification sections for the Trade Contractor responsibilities.

ARTICLE II - PRODUCTS

2.01 TEST EQUIPMENT

- A. All standard testing equipment required to perform Startup, Pre-Functional Checks & Tests, and FPTs shall be furnished by the Trade Contractor responsible for the systems.
- B. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerance specified in the Contract Documents. If not otherwise specified, the following minimum requirements apply:
 - 1. All equipment shall be calibrated according to the manufacturer's recommended intervals (or within one year if not otherwise specified) and recalibrated when dropped or damaged.
 - 2. Calibration tags shall be affixed or certificates readily available for all test equipment.

ARTICLE III - EXECUTION

3.01 SCHEDULING AND COORDINATION

- A. The CxA will provide an initial list of commissioning events to the CxC for scheduling purposes.
- B. The Construction Manager at Risk shall integrate all commissioning activities and milestones into the master construction schedule with assistance from the CxA.
- C. The CxC shall provide sufficient notice to the CxA and Owner for scheduling and coordinating commissioning activities. A minimum 10-days' notice shall be provided to the CxA for witnessing equipment Start-ups, Pre-Functional Checks & Tests, and Functional Performance Testing.
- D. The Commissioning Team shall address scheduling problems and make necessary notification in a timely manner in order to expedite the commissioning process.

3.02 MEETINGS

- A. When commissioning team member attendance is required, as determined by the CxA and CxC, be punctual and attentive during the meeting.
 - 1. The CxA will conduct a commissioning kick-off meeting, usually within 60 days of the commencement of construction. All team members involved in the commissioning process shall attend the kick-off meeting.
 - 2. The CxA will plan other commissioning meetings as deemed necessary as construction progresses. These meetings will cover planning and coordination, and Commissioning Issues resolution.
 - 3. The frequency of meetings will vary through construction, but generally increase during start-up and commissioning activities.
- B. The CxA will write and distribute meeting minutes documenting the meeting discussion, conclusions, and actions for each team member.

3.03 Commissioning Issues, Back-Checks and Re-Testing

- A. A. All Deficiencies and Commissioning Issues shall be corrected promptly. The responsible party shall correct the issue and inform the CxC and CxA in writing of the resolution and completion date. The CxA will record completion on the Commissioning Issues List once the issue is successfully back-checked or verified.
 - 1. For all Commissioning Issues identified during the pre-functional system readiness activities, the CxA will back-check and verify the completion of the issues where appropriate.
 - 2. For all Commissioning Issues identified during FPT, retesting is required to verify the resolution of the issue and to complete the FPT.
 - 3. The CxA will witness one (1) re-test for each FPT and will perform one (1) back-check verification of any completed system readiness issue. The Owner may back-charge the

Construction Manager at Risk for any additional fees from the CxA resulting from re-testing or repeated system readiness issues list back-checks beyond the first re-test or back-check.

3.04 Commissioning Acceptance and Project Closeout

- A. Completion of the main commissioning activities (system readiness checks, functional testing, training, and delivery of O&M manuals) shall be accomplished as a prerequisite for substantial completion. Completion of all commissioning issues and functional re-testing shall be completed prior to final acceptance of commissioning by the Owner.
- B. After completion of the commissioning activities and following review of the completed commissioning documents, to include all remaining commissioning issues and deficiencies and test results, the Owner will provide a formal written acceptance of the project construction phase commissioning. Upon Owner acceptance of the project construction phase commissioning, the CxA as part of the LEED Post-Occupancy Warranty Phase Commissioning will track any remaining construction phase commissioning issues or seasonal/deferred testing.
- C. Upon completion of all commissioning activities, the CxA will prepare and submit to the Owner a Final Commissioning Report detailing all completed commissioning activities and documentation. The CxC shall support this effort by providing all Construction Manager at Risk and Trade Contractor commissioning documentation.
- D. The Owner's written acceptance of construction phase commissioning will be included in the Final Commissioning Report.

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