



179 Cross Street, Suite A
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www.slorta.org

REQUEST FOR PROPOSALS

COMMISSIONING SERVICES

for the

RTA BUS MAINTENANCE FACILITY

RFP No. 19-02 Release Date

April 4, 2019

Submittal Due Date

May 1, 2019 at or before 4:00 pm (PST)

Three printed copies and one digital copy of your firm's submittal should be submitted to the attention of the undersigned; see page 16 for details.

Mail completed submittals to:

Geoff Straw, Project Manager
San Luis Obispo Regional Transit Authority,
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465
gstraw@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted in writing by mail, e-mail no later than 4:00 p.m. on Wednesday, May 1, 2019. These questions, along with their answers, will be forwarded to all known RFP recipients by 5:00 p.m. on April 22, 2019.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

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SECTION I – PROCUREMENT SCHEDULE

April 4, 2019	Publish RFP
April 17, 2019 at 2:00 p.m.	Non-mandatory pre-submittal meeting in RTA Upstairs Conference Room, located at 179 Cross Street, San Luis Obispo, CA 93401
April 18, 2019 by 4:00 p.m.	Deadline for submission of questions/clarifications
April 22, 2019 by 5:00 p.m.	Answers to questions posted on RTA website and emailed to all known prospective proposers.
May 1, 2019 by 4:00 p.m.	Submittals due and names of submitters announced in RTA Upstairs Conference Room
Week of May 13, 2019	Vendor oral interviews (If Needed)
Week of May 20, 2019	Final Selection and Notice to Proceed

Procurement Process and Scope of Work Questions:

All procurement documents will be posted on the RTA website. Vendors are encouraged to submit questions/requests for clarification via email regarding the RFP by Wednesday April 18, 2019 prior to 4:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFP recipients and posted on our website by 5:00 p.m. on Monday April 22, 2019.

To:

Geoff Straw
San Luis Obispo Regional Transit Authority
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465 Voice
gstraw@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA, or Owner) requests written proposals to secure independent Commissioning Provider (CP) services for the RTA Bus Maintenance Facility to be constructed in the City of San Luis Obispo, California. The Owner is committed to commissioning this facility to ensure that all systems are well designed, complete and functioning properly upon occupancy, and that the Owner's staff has adequate system documentation, and training. These services will also help the RTA ensure compliance with 2016 California Green Building Nonresidential Mandatory Measures and 2016 California Energy Code Nonresidential Building Commissioning Requirements. This project is partially funded with Federal Transit Administration funds, so any agreement resulting from this commissioning procurement must meet all Federal requirements.

B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides regional fixed routes along primary roadway corridors throughout San Luis Obispo County, and the RTA's sister agency (South County Transit) operates local fixed routes in the Five Cities Area. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to the City of Paso Robles. The project will accommodate all administrative, operations and maintenance needs for all public transit services listed above.

Any contract resulting from this procurement is subject to financial assistance contract between the RTA and the United States Department of Transportation and the California Department of Transportation.

The Owner is seeking the services of a qualified commissioning provider/firm for a new construction project. The project currently consists of two buildings: a 29,500 gross sf Main Building (includes about 3,000 sf of mezzanines) and a 3,500 gross sf Wash Building. Both buildings are one story, construction type V-B (unprotected steel and masonry) buildings in San Luis Obispo, California, with a project budget of \$25 million based on the Schematic Design cost estimate. The facility is expected to be comprised of about 13,400 square feet of office space and related public transit operations areas, and about 21,400 square feet of vehicle maintenance space, (repair areas, storage, fueling, vehicle washing, etc.). The total developed site area will be about 4.14 acres consisting of fleet and employee parking, landscaping, stormwater retention, driveways, etc.

The current phase of the project is Schematic Design. The construction documents are planned to be completed in October 2019. Construction is anticipated to begin in Spring 2020 and final

occupancy by January 31, 2022. Project documents available for review include the RTA Bus Maintenance Facility Program and Master Plan Report prepared by Stantec Architecture, Inc. and the Initial Study / Mitigated Negative Declaration document.

C. PURPOSE

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner, occupants, and operators. To reach this goal, it is necessary for the commissioning process to establish and document the owner's criteria for system function, performance, and maintainability (Design Intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, should be provided to the building operators to ensure the building continues to operate as intended.

The commissioning provider (CP) will be involved throughout the project from the design currently underway (contracted with Stantec Architecture, Inc.) through the warranty phase. The primary role of the CP during the overall design phase is to develop detailed commissioning specifications and review the design to ensure it meets the Owner's objectives. During construction, the CP develops and coordinates the execution of a testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the owner's Design Intent (DI) requirements and the contract documents. The CP is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem-solving or resolving non-conformance issues or deficiencies.

D. RTA RIGHTS

The RTA reserves the right to cancel this RFP or postpone the date and time for submitting proposals at any time prior to the due date. The RTA specially reserves the right to reject any or all submittals including, without limitation, nonconforming, nonresponsive, or conditional submittals, to investigate the responsibility of any Vendor, to reject any provisions in any submittal, to waive any informalities or non-material deviations in any submittal, to request new submittals, or to proceed to obtain the services otherwise. No Vendor shall have the right to make a claim against the RTA in the event the RTA accepts a submittal or does not accept any or all submittals.

SECTION III – SCOPE OF SERVICES

The CP shall be responsible for carrying out the following tasks. The proposer is free to suggest changes and improvements to the following task list as part of its submittal. For this proposal, it is assumed by the Owner that all of these tasks will be completed, unless any proposed changes to the following task list are “clearly” highlighted and noted in the vendor’s proposal. For this proposal, design phase, construction phase, and warranty phase services are requested.

Design Phase

1. Assemble commissioning team, hold a scoping meeting and identify responsibilities. This effort includes:
 - a. Conduct a Design Review Kickoff meeting
 - b. Complete Design Review Kickoff Certificates of Compliance and
 - c. Complete all applicable Construction Document Design Review Checklist Certificates of Compliance per 2016 California Energy Code Requirements
2. Review the Design Intent documentation for clarity and completeness, including language on the following building envelope features: mechanical, electrical, plumbing, lighting, energy consumption, commissioning, and indoor environmental quality. This will be accomplished by the Commissioning Provider by:
 - a. Extracting salient concepts from the Owner’s existing programming report and/or conducting a focus group,
 - b. Conducting up to five interviews with owner stakeholders.
 - c. The Owner’s design intent requirements will be general in nature.
3. Coordinate the commissioning work during design.
4. Develop or update the design phase commissioning plan.
5. Perform focused reviews of the design, drawings and specifications at various stages of development (during schematic design, design development and contract document phases), as described in Exhibit 1.
6. Assist and review the development and updating of the Design Record documentation by design team members (Design Intent, Design Narrative, Design Basis).
7. Develop a draft construction phase commissioning plan using an Owner-approved outline.

8. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers, and integrate the commissioning specifications into the overall project specification package.

The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.

9. Coordinate a controls integration meeting where the electrical and mechanical engineers, owner's representative, and the Commissioning Provider discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.

Bid Phase

1. Attend pre-bid meeting to answer commissioning related questions.

Construction Phase

1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work with the contractor and construction manager, to ensure that commissioning activities are being incorporated into the master schedule.
3. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule.
4. Plan and conduct commissioning meetings as needed and distribute minutes.
5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
6. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the architect and engineer reviews.

7. Review requests for information and change orders for impact on commissioning and Owner's objectives.
8. Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
9. Write and distribute construction checklists for commissioned equipment.
10. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
11. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
12. Perform the following pre-functional tasks:
 - a. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
 - b. Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
 - c. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
 - d. Document systems startup by reviewing start-up reports and by selected site observation.
 - e. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
13. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing, energy management control system trending and may include stand-alone data logger monitoring.
14. Coordinate, witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging,

miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.

15. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the commissioning provider and the Owner.
16. Prepare test plans for, assist with execution of, and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the Owner.
17. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner's Representative. Provide directly to the Owner's Representative written progress reports and test results with recommended actions.
18. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
19. Oversee and review the training of the Owner's operating personnel.
 - a. Oversee the videotaping of this training.
 - b. Review the creation of a classroom "owner's manual" that is to be kept in the classroom.
 - c. Review the preparation of the O&M manuals for commissioned equipment.
20. Compile a Commissioning Record, which shall include:
 - a. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - i. Equipment meeting the equipment specifications,
 - ii. Equipment installation,

- iii. Functional performance and efficiency,
 - iv. Equipment documentation, and
 - v. Operator training.
- b. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 - c. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
21. Compile a Systems Manual that consists of the following: Owner's Project Requirements (to be developed by CP in coordination with Owner); Design Narrative and Basis of Design (by designer); Performance Metrics developed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).

Warranty Period

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
2. Return to the site at 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

Systems to Be Commissioned

The following systems and assemblies will be commissioned:

- | | |
|---|--|
| 1. Central building automation system | 9. Data and communication |
| 2. All equipment of the heating, ventilating and air conditioning systems | 10. Paging systems |
| 3. Scheduled or occupancy sensor lighting controls | 11. Security system |
| 4. Daylight dimming controls | 12. Irrigation |
| 5. Uninterruptible power supply systems | 13. Plumbing |
| 6. Life safety systems (fire alarm, fire protection) | 14. Building envelope |
| 7. Electrical | 15. Maintenance equipment systems |
| 8. Equipment sound control systems and testing | 16. Process Piping systems |
| | 17. Fueling System |
| | 18. Vehicle Wash |
| | 19. Process instrumentation and controls |

Desired Qualifications

It is the Owner's desire for the person(s) designated as the site Commissioning Providers to satisfy as many of the following requirements as possible:

1. Acted as the principal Commissioning Provider for at least three (3) non-residential projects over 10,000 sf similar to the RTA's planned industrial facility.
2. Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems.
3. Extensive field experience is required. A minimum of five (5) full years in this type of work is required.
4. Knowledgeable in building operation and maintenance and O&M training.
5. Knowledgeable in test and balance of both air and water systems.
6. Experienced in energy-efficient equipment design and control strategy optimization.
7. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
8. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
9. Experienced in writing commissioning specifications.

10. A bachelor's degree in mechanical or electrical engineering is strongly preferred, and P.E. certification is desired. However, other technical training, past commissioning, and field experience will be considered.
11. Membership with the Building Commissioning Association will be considered a plus.
12. Experience with State of California Energy Commission compliance forms, which are included as Appendix A.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the designated Commissioning Provider who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The Commissioning Provider must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the Commissioning Provider or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this RFP.

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and take action where necessary.
2. Where the word “RTA” or “Owner” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “submittal”, “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Commissioning Selection Committee will review and screen proposals. Vendors submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. The RTA may consider submittals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

B. LIMITATIONS

This RFP does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of the RTA. The contents of the proposal submitted by a vendor may become a contractual obligation if a contract ensues.

C. PROTESTS

The RTA's policy and procedure for the administrative resolution of protests is set forth in Chapter VII Bid Protest Procedures of the RTA Purchasing Policy amended on January 6, 2016. The Purchasing Policy contains rules for the filing and administration of protests, and is available on RTA's website at <http://www.slorta.org/wordpress/wp-content/uploads/RTAPurchasingPolicy01-06-2016.pdf>. The RTA shall furnish a paper copy of the Purchasing Policy upon a request for this solicitation.

D. DEVIATIONS

Vendors will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

E. VENDOR STATUS

1. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements included in Attached One – Insurance Requirements.
2. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

F. DISADVANTAGED BUSINESS ENTERPRISES

The RTA's FY17-18 through FY19-20 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf>. The proposer should consider the following when developing its submittal documents:

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and

reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at tarnold@slorta.org. Ms. Arnold also serves as the RTA Civil Rights Officer. The RTA recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFP closing.

G. FEDERAL REGULATIONS CONFORMANCE

The successful proposer is bound by the same terms and conditions of applicable federal regulations that are imposed on the RTA for proper administration of this project.

H. VENDOR RESPONSIBILITY

1. Should Vendor find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Vendors of such discrepancy, if any, and of any changes.
2. The Vendor is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Vendor's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Vendor will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Contractors and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful vendor will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

J. DEBARMENT CERTIFICATION

By submitting its proposal, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF SUBMITTALS

Envelope 1: The respondent must submit three (3) bound paper copies of the technical proposal, each signed by an authorized representative of the lead firm. The technical proposal shall also be provided in electronic format (PDF preferred) on a CD-ROM or thumb drive.

Envelope 2: Respondent shall submit three (3) bound copies of the cost proposal in a separate envelope, marked with the proposer's name and "Rates Proposal, RFP No. XXXX".

Neither facsimiles nor email proposals will be accepted. Proposals must be submitted to arrive no later than **4:00 PM** on May 1, 2019 to:

Geoff Straw, RTA Executive Director
San Luis Obispo RTA
179 Cross Street
San Luis Obispo, CA 93401

Postmarks will not be considered in judging timeliness of submissions. Proposals must reach the RTA Executive Director at the prescribed time on the prescribed date.

A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the vendor for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2016, 2017 and 2018. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the vendor's financial capacity.

To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."

3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the RTA.
4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

C. PROJECT APPROACH

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the technical proposal package is **limited to no more than fifteen (15) pages**. Each letter-sized page should be doubled-side, and font size shall be no smaller than Calibri 12-point and margins no smaller than 0.75". Each 11" by 17" double-side page counts as four letter-sized pages. A letter of introduction, section dividers, detailed resumes and the sample work products of item #10 below are not included in this limit.

The proposer shall:

1. Have the proposal signed by an officer of the proposing firm with the authority to commit the firm.
2. Fill out the attached Commissioning Firm Experience form and the Commissioning Task Listing form (Exhibits 2 and 3) for each firm on the team. List no more than four projects in Exhibit 3.
3. Fill out the attached Budget Table form (Exhibit 4).
4. Fill out the attached Disadvantaged Business Enterprise participation form in Attachment Two. Include a short narrative of the efforts the lead firm took to include DBE subconsultant participation.
5. Provide an organization chart for managing and executing this contract.
6. List the individual(s) who will serve as the lead Commissioning Provider for the design phase and for the construction phase of the contract (they may be different people).
7. Provide resumes for key staff and subconsultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g., design reviews, specification

writing, commissioning management, troubleshooting, test writing, test execution, energy management, sustainable design, etc.).

8. Briefly describe “relevant” experience (project phasing, life cycle costing, testing, adjusting and balancing, building simulation, sustainable design, fume hoods, envelope, IAQ, solar, clean rooms, campus projects, etc.) of the proposer’s team in the following areas. List involvement of key team members.
 - a) projects similar to this one;
 - b) O&M experience;
 - c) energy-efficient equipment design and control strategy optimization;
 - d) project and construction management; and
 - e) system design (specify)
 - f) troubleshooting
9. Describe your proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, duration of which staff will be on site during what periods of time, etc. Describe what approach you will take to integrate the commissioning into the normal design and construction process in order to minimize potential time delays. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships. Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.
10. As an attachment, provide the following work products that members of the proposer’s team developed. List the team member who actually wrote the document and the projects on which they were used. Work from the designated Commissioning Provider is preferred.
 - a. commissioning plan that was executed (the process part of the plan);
 - b. commissioning specifications; and
 - c. an actual functional test procedure form that was executed.
11. This project will be set up on a capped (i.e., not-to-exceed) time-and-materials basis. Provide in a separate and sealed envelope (envelope no. 2) both an hourly rate for each team member, along with rates and fees for all other costs the Owner could incur from the proposer in this contract (travel, mileage, per diem, communications, etc.). For each phase, provide the percentage level of effort for each of the primary team members.

For planning purposes, the proposer must also provide a cost “estimate” range for the Construction and Warranty Phase tasks using the form below. Also provide an hourly rate for each team member for work that may exceed the scope. For each phase, provide the percentage level of effort for each primary team member.

The separate/sealed envelope should be clearly marked with the proposer firm's name, RFP No. 19-02, and the phrase "Rates Proposal."

E. ADDITIONAL DATA

Vendor shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

F. CHANGE IN PERSONNEL

If the commissioning firm's personnel or subconsultants change for this project, the Owner must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

Exhibit 1: Focused Design Review Scope

The commissioning provider will perform a review of the design documents for the following issues at the phases checked for each system commissioned.

Design Area	Review Description	Schematic Design Review	Design Develmt. Review	Contract Document Review #1	Contract Document Review #2
Design narrative and design basis	Ensure that design narrative and basis of design are clear, complete, and meet the original Owner's Project Requirements.				
Commissioning facilitation	Review to facilitate effective commissioning (see Exhibit 2). (sufficient accessibility, test ports, monitoring points, etc.)				
Energy efficiency	Review for adequacy of the effectiveness of building layout and efficiency of system types and components for building shell, HVAC systems and lighting systems.				
Control system & control strategies	Review ___HVAC, ___lighting, ___fire control, ___emergency power, ___security control system, strategies and sequences of operation for adequacy and efficiency.				
Operations and maintenance (O&M)	Review for effects of specified systems and layout toward facilitating O&M (equipment accessibility, system control, etc.).				
Indoor environmental quality	Review to ensure that systems relating to ___thermal, ___visual, ___acoustical, ___air quality comfort, ___air distribution maximize comfort and are in accordance with the Owner's Project Requirements. (See EPA's IAQ checklist).				
O&M documentation	Verify adequate building O&M documentation requirements.				
Training	Verify adequate operator training requirements.				
Commissioning specifications	Verify that bid documents adequately specify building commissioning, including testing requirements by equipment type.				
Environmental sustainability	Review to ensure that the ___building materials, ___landscaping, ___use of water, ___waste management create a low impact on the environment and are in accordance with Owner's Project Requirements.				
Mechanical	Review the mechanical concepts/design for enhancements.				
Electrical	Review the electrical concepts/systems for enhancements.				
Envelope	Review envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life.				
Functionality	Ensure the design maximizes the functional needs of the occupants.				

Exhibit 2: Commissioning Firm Experience

FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

Company Name	Contact Person	Title
Address	City	State/Prov
		Zip/Postal Code
Telephone	Fax	E-Mail

Description of Business

Commissioning Activities

Percentage of overall business devoted to commissioning services ____ %
How long has the firm offered commissioning services ____ years
Average number of commissioning projects performed each year: ____ projects

Systems or technologies for which firm has provided commissioning services (*check all that apply*)

- | | |
|--|---|
| <input type="checkbox"/> Pkg. or split HVAC | <input type="checkbox"/> Electrical, emerg. power |
| <input type="checkbox"/> Chiller system | <input type="checkbox"/> Envelope |
| <input type="checkbox"/> Boiler system | <input type="checkbox"/> Fire/Life Safety |
| <input type="checkbox"/> Energy Mgmt. Sys. | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Variable Freq. Drives | <input type="checkbox"/> Commercial refrigeration |
| <input type="checkbox"/> Lighting Controls | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Daylighting | <input type="checkbox"/> Thermal Energy Storage |
| <input type="checkbox"/> Electrical, general | <input type="checkbox"/> Labs & Clean Rooms |
| | <input type="checkbox"/> Other: _____ |

Number of registered engineers on staff who have directed commissioning projects: ____

The firm has provided commissioning services in the following: (*check all that apply*)

<u>Building Sector</u>	<u>New Construction Major Renovation</u>	<u>Existing Building Tune-up</u>	<u>Equipment Replacement</u>
Office or retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grocery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospitals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laboratories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools or universities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial / Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special purpose—bus garages, museums, libraries, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit 3: Commissioning Task Experience For Similar Projects

FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

Project (Name, Date, Bldg Size, Type, new or existing)					
Owner Contact (Title, City, State, and Phone)					
Name & Role of Persons(s) Assigned to Project by Firm (identify any subconsultants)					
Systems Commissioned (Identify if tested by subconsultants)					
(Enter "X" if by own firm, "S" if by subconsultant)	Commissioning Tasks Performed	Reviewed design and provided comment during design phase			
		Wrote the commissioning plan			
		Wrote commissioning specs for construction team			
		Wrote functional test procedures			
		Witnessed and documented functional tests			
		Performed functional tests (hands-on)			
		Used data loggers or EMS trend logs for testing			
		Developed or approved staff training			
		Reviewed completed O&M manuals			
	Management	Commissioning provider was part of the firm			
		Supervised a subconsultant commissioning provider to our firm.			
		Worked with a commissioning provider hired by others			

Exhibit 4: Budget Table

Task	Budget (\$)
Pre-Design and Design	
1 Develop or review Owner's Project Requirements (per scope)	
2 Design documents reviews of plans, specifications; narratives	
3 Commissioning plan, specification development and bid meeting	
4 Other	
<i>Subtotal</i>	
Construction	
1 Commissioning plan and submittal reviews	
2 Construction checklists; observation of installation and startup	
3 Functional test writing	
4 Functional test execution and documentation	
5 O&M manual review and training review	
6 Compilation of Commissioning Record	
7 Systems Manual development	
8 Other	
<i>Subtotal</i>	
Warranty Period	
Seasonal testing	
Near-warranty end review	
Subtotal	
Total	

SECTION VI – CONTRACTOR SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those submittals received by the submittal deadline on or before May 1, 2019 at 4:00 PM (PST) will be evaluated by the Selection Committee.

B. RESPONSIVENESS CRITERIA

1. Submittal meets the RTA deadline.
2. Organization of submittal. Submittals submitted as required in the “Format of Submittals”, Section V.
3. Completeness of submittal. All required forms, questionnaires and information are complete, signed and dated.

C. EVALUATION CRITERIA

The RTA intends to use a Best Value method to determine which firm’s abilities is most advantageous to meeting the agency’s goals for this project as determined by a Commissioning Selection Committee. Selection of the successful proposer shall be generally based on the information provided by the vendor in response to the RFP and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Submittals
2. Establish a “short list” of two or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Negotiate a fee with the highest-ranked firm
6. Award contract

A project Selection Committee has been formed to evaluate the submittals and to make recommendation to the RTA Board. This committee consists of representatives from the RTA and stakeholders. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the submittals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a Contractor based solely on the information provided in the submittals received in response to the RFP. Should an interview take place, the key

personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of submittals in order to gauge the ability of a Contractor to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Submittal/Presentation	<ul style="list-style-type: none"> • Submittal, thoroughness and approach • Demonstrated understanding of project and requirements • Proposed approach to the project 	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications • Adequacy of staff to perform the work 	30
Record of Past Performance	<ul style="list-style-type: none"> • References • Ability to work effectively with the RTA, other public agencies and the public • Demonstrated ability to complete work tasks within project timelines and overall project budgets 	35

Prior to the award of contract, the RTA must be assured that the vendor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the vendor's ability to perform under the contract, if awarded, the RTA has the option of requesting from the vendor, any information that the RTA deems necessary to determine the vendor's capabilities. If such information is required, the vendor will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFP to alert vendors to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to Contractor prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposals.

Write “yes” on the blank space if you have included those items for submittal of your RFP

- _____ Commissioning Firm Experience form (Exhibit 2)
- _____ Commissioning Task Experience for Similar Projects form (Exhibit 3)
- _____ Budget Table form (Exhibit 4)
- _____ Restrictions on Lobbying form (Attachment A)
- _____ Designated Contact List form (Attachment B)
- _____ Receipt of Addenda form (if issued)
- _____ Confirmation of agreement to Insurance requirements as outlined in Attachment One
- _____ DBE Utilization / DBE Participation Schedule form provided in Attachment Two

ATTACHMENT A
RESTRICTIONS ON LOBBYING FORM

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of CONTRACTOR's Authorized Official

_____ Name and Title of CONTRACTOR's Authorized Official

_____ Date

ATTACHMENT B
DESIGNATED CONTACTS LIST

Vendors are required to indicate in the space provided below the designated contact individual's name and contact information:

<u>SAN LUIS OBISPO RTA</u>	<u>VENDOR</u>
Geoff Straw	<hr/>
San Luis Obispo RTA	<hr/>
179 Cross Street, Suite A	<hr/>
San Luis Obispo, CA 93401	<hr/>
(805) 781-4465	<hr/>
gstraw@slorta.org	<hr/>

ATTACHMENT C

SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY SAMPLE PROFESSIONAL SERVICES AGREEMENT WITH _____

AGREEMENT NUMBER _____

This "Agreement" is made as of this day of _____, 2019, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and "_____" ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional architectural firm or team of firms to provide commissioning services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of _____. The RTA's Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all

documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

Geoff Straw
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4465
gstraw@slorta.org

Contractor Representative:

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Luis Obispo County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of

economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and

services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) duly organized and validly existing formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY**

By: _____

Geoff Straw

RTA Executive Director

APPROVED AS TO FORM:

RTA Counsel

ATTEST:

RTA Clerk

Attachments:

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Services
- San Luis Obispo Regional Transit Authority Request for Proposals
- Contractor's Submittal
- Supplemental Questions/Clarifications
- Contractor's Response to Supplemental Questions/Clarifications
- Contractor's Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT TWO

FEDERALLY REQUIRED CONTRACT CLAUSES

2-1 ACCESS TO RECORDS AND REPORTS

1. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)*

2-3 BUS TESTING *(Not Applicable to This Procurement)*

2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)*

2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)*

2-6 CHARTER SERVICE *(Not Applicable to This Procurement)*

2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

2-8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

Continued Compliance

The RTA shall monitor the CONTRACTOR's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

2-10 EMPLOYEE PROTECTIONS

The following three FTA required clauses pertain to this procurement.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

2-11 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2-12 FLY AMERICA

2. Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

3. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
4. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
5. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
[State reasons]:

(End of statement)

6. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;

3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2-14 LOBBYING RESTRICTIONS – See Attachment A, which includes a submittal form.

2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2-16 PATENT RIGHTS AND RIGHTS IN DATA (Not Applicable to This Procurement)

2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES (Not Applicable to This Procurement)

2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS (Not Applicable to This Procurement)

2-20 RECYCLED PRODUCTS

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

2-21 SAFE OPERATION OF MOTOR VEHICLES

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2-22 SCHOOL BUS OPERATIONS (Not Applicable to This Procurement)

2-23 SEISMIC SAFETY

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

2-24 SUBSTANCE ABUSE REQUIREMENTS (Not Applicable to This Procurement)

2-25 TERMINATION

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTA.

2-26 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORS;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the RTA Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the RTA Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the RTA Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Appendix A – California Energy Commission Compliance Forms

DESIGN REVIEW KICKOFF

CEC-NRCC-CXR-01-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE	NRCC-CXR-01-E
Design Review Kickoff	(Page 1 of 2)
Project Name:	Date Prepared:

A. GENERAL INFORMATION	
Climate Zone:	Building Type:
Conditioned Floor Area (ft ²):	
Reviewer's Name:	Reviewer's Agency:
Enforcement Agency:	Permit Number:
Enforcement Agency Use: Checked by	Enforcement Agency Use: Date
B. DATE OF DESIGN REVIEW KICKOFF	
_ / _ / _	
C. DESIGN REVIEW CHECKLISTS PROVIDED TO DESIGN TEAM	
YES NO	
D. DESIGN REVIEWER QUALIFICATIONS:	
<10,000 ft ² : design engineer or architect	
>10,000 ft ² and <50,000ft ² : in-house engineer or architect with no other project involvement or a third-party engineer, architect, or contractor	
>50,000 ft ² or complex mechanical system serving >10,000 ft ² : third-party design engineer, architect, or contractor	
E. LIST OF MEETING ATTENDEES:	
Owner: _____	Design Reviewer: _____
Project Manager: _____	Design Architect/Engineer(s): _____
F. DOCUMENTS RECEIVED BY DESIGN REVIEWER FOR DESIGN REVIEW KICKOFF:	
Owner's Project Requirements	Basis of Design or Narrative
Drawing Set (issue & date): _____	
Specifications: _____	Other: _____
G. DESIGN REVIEW MEETING TOPICS:	
PROJECT SCOPE:	
DESIGN ELEMENTS AND ASSUMPTIONS:	
HVAC SYSTEM SELECTION:	
RECOMMENDED ENERGY EFFICIENCY MEASURES:	
OTHER COMMENTS:	
H. COORDINATION:	
TARGET CONSTRUCTION DOCUMENT REVIEW DATE:	
TARGET PERMIT SUBMITTAL DATE:	

DESIGN REVIEW KICKOFF

CEC-NRCC-CXR-01-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-CXR-01-E
Design Review Kickoff		(Page 2 of 2)
Project Name:	Date Prepared:	

DOCUMENTATION AUTHOR/RESPONSIBLE PERSON'S DECLARATION STATEMENT	
<p>I certify the following under penalty of perjury, under the laws of the State of California:</p> <ol style="list-style-type: none"> 1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer). 3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations. 4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application. 5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy. 	
Responsible Person Name:	Responsible Person Signature:
Company :	Date Signed:
Address:	License:
City/State/Zip:	Phone:

COMMISSIONING – CONSTRUCTION DOCUMENTS

CEC-NRCC-CXR-02-E (Revised 12/16)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-CXR-02-E
Commissioning - Construction Documents		(Page 1 of 9)
Project Name:	Date Prepared:	

A. General Information

Climate Zone:	Building Type:	Conditioned Floor Area (ft ²):
Reviewer's Name:	Reviewer's Agency:	
<i>Note: Design Review for each system/subsystem must be submitted</i>		
Enforcement Agency:	Permit Number:	
Enforcement Agency Use: Checked by	Enforcement Agency Use: Date	

B. Design Review Checklist

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
ENVELOPE							
JOINTS AND OTHER OPENINGS							
110.7	Plans indicate that joints, penetrations and other openings in the building envelope shall be sealed to limit infiltration and exfiltration.			N/A			
120.7	Roof/ceiling, wall, floor and soffit insulation must meet requirements identified in this section.			N/A			
INSULATION AND ROOFING PRODUCTS							
140.3(a)1.A	Roofing products for low-sloped roofs meet minimum aged solar reflectance of 0.63 and minimum thermal emittance of 0.75 OR minimum Solar Reflectance Index of 75. Steep-sloped roofs meet requirements of 0.20 and 0.75 OR 16, respectively.			N/A			
140.3(a)1.A-B	Exterior roofs/ceilings, and exterior walls, floors and soffits must have an overall assembly U-factor no greater than the applicable value in TABLE 140.3-B, C or D.			N/A			
NOTES							

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Commissioning - Construction Documents		(Page 2 of 9)
Project Name:	Date Prepared:	

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
LIGHTING							
LIGHTING CONTROLS							
130.1(a)	Accessible, independent switching or a control device is included for all areas enclosed by ceiling height partitions.			N/A			
130.1(a)4	General lighting is controlled separately from all other lighting systems.			N/A			
130.1(b)	General lighting of enclosed spaces 100 ft ² or larger with a lighting load that exceeds 0.5 W/ft ² , have multi-level lighting controls from at least one of the following methods: manual dimming, lumen maintenance, tuning, automatic daylighting controls, demand responsive lighting controls. Control steps are in accordance with Table 130.1-A.			N/A			
130.1(c)1	Shut off controls are controlled with occupant sensing controls, automatic time-switch control, signal from another building system or other control and are shown for all indoor lighting systems.			N/A			
130.1(c)5	Offices 250 ft ² or smaller; multipurpose rooms of less than 1,000 ft ² , and classrooms and conference rooms of any size, shall be equipped with occupant sensor(s) to shut off the lighting.			N/A			
130.1(c)6	Lighting in corridors and stairwells shall be controlled by occupant sensing controls that separately reduce lighting power in each space by at least 50% when the area is unoccupied.			N/A			
130.1(e)	For buildings greater than 10,000 ft ² , demand response controls should be included to reduce total building lighting power by a minimum of 15%.			N/A			
DAYLIGHT AREA							
140.3(c)	In Climate Zones 2 through 15: Daylight areas required for conditioned, or unconditioned, spaces greater than 5,000 ft ² of roof area and with ceiling height greater than 15 ft are shown on building plans and meet the requirements of this section.			N/A			

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**CERTIFICATE OF COMPLIANCE**

NRCC-CXR-02-E

Commissioning - Construction Documents

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Project Name:

Date Prepared:

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
DAYLIGHT CONTROLS							
130.1(d)2	All skylit daylit zones, primary sidelit daylit zones and secondary sidelit daylit zone are shown on plans. Controls of skylit and sidelit zones are independent and provide multi-level lighting in accordance with Table 130.1-A. Plans should indicate that general lighting power is reduced by a minimum of 65% when daylit illuminance is 150% of design illuminance.			N/A			
Best Practice	<i>The locations of all photo sensors are shown on the plans. Height and position criteria are also shown. Photo sensors are not installed in direct sunlight nor in direct light of lighting fixtures.</i>						
Best Practice	<i>Specification defines the amount of light to be gathered by the photo sensor in relation to its location for the lighted surface and this matches the application. For example: if 5 FC on the horizontal floor is the maintained lighting level and the sensor is mounted 15 ft off the ground, the sensor must be capable of detecting 5 FC from floor at that distance.</i>						
Best Practice	<i>Daylight dimming zones have consistent window/glazing types and orientation (e.g., a single zone should not include east and south facing glass or have a section of tall window-wall and another wall section of smaller windows).</i>						
Best Practice	<i>Specifications state that sensor and dimming settings are set up and calibrated after furniture, final finishes and all lighting equipment are installed and operational.</i>						
Best Practice	<i>A complete step by step sequence of operation is included defining the lighting levels (max and min), zones, interaction with occupants, interaction with occupancy and time-clock controls, and interaction with lighting on-off or dimming switches.</i>						
Best Practice	<i>Interface with BAS or other lighting control systems is defined and is fully compatible for all features of the sequence required. Interface shown on lighting and controls drawings.</i>						

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**CERTIFICATE OF COMPLIANCE**

NRCC-CXR-02-E

Commissioning - Construction Documents

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Project Name:

Date Prepared:

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
Best Practice	Daylight dimming controls are properly integrated with emergency fixtures, using separate ballasts for dimming and emergency backup.						
Best Practice	Daylight zones that penetrate more than one row of fixtures from the windows have the fixtures closer to the windows receiving a lower light command to create a more even lighting and save energy.						
Best Practice	The ballast specified is able to turn down as low as the specified daylight dimming system.						
Best Practice	To save energy, dimming specifications require that the illumination during night time shall be adjusted to be greater than or equal to 20% lower than the daytime target, since the apparent illumination at night will appear higher.						

OUTDOOR LIGHTING CONTROLS AND EQUIPMENT

130.2(a)	Outdoor incandescent lighting rated over 100 watts is controlled by a motion sensor.			N/A			
130.2(c)1	All outdoor lighting is controlled by photocontrol or outdoor astronomical time-switch control.			N/A			
130.2(c)3	Outdoor lighting where bottom of luminaire is mounted 24 ft or less above the ground is controlled by motion sensors or other controls that are capable of reducing the lighting power of each luminaire by 40 to 80% in response to the area being vacated.			N/A			
130.2(c)55	Automatic lighting controls shown on plans for building façade, ornamental hardscape or outdoor dining lighting includes part-night lighting control, motion sensor control, or time-based control.			N/A			

NOTES

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Commissioning - Construction Documents	
Project Name:	Date Prepared:

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
SERVICE HOT WATER HEATING							
110.3(c)2	SHW systems with circulating pumps or with electrical heat trace have automatic controls that turn off the system during unoccupied periods.			N/A			
120.3	Pipe insulation for space conditioning and service water-heating with fluid temperatures listed in Table 120.3-A have insulation levels as specified in subsection (a) and (b).			N/A			
NOTES							

HVAC DESIGN - ALL BUILDINGS							
HVAC EQUIPMENT							
110.2(a)	Equipment meets efficiency requirements of Tables 110.2-A through 110.2-K.						
120.2(i)	All air-cooled, unitary, DX units (packaged, split-system, heat pumps and VRF) with economizers are equipped with Fault Detection and Diagnostics systems.						
120.3	Pipe insulation for space conditioning and service water-heating with fluid temperatures listed in Table 120.3-A have insulation levels as specified in subsection (a) and (b).						
140.4(a)	Mechanical heating and cooling equipment are the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building, as calculated according to the requirements of Section 140.4(b).						
140.4(c)4	HVAC motors for fans that are less than 1 hp and 1/12 hp or greater are ECM or have a minimum motor efficiency of 70%. Motors also have means to adjust motor speed for balancing or remote control.						
140.4(g)	Electric resistance heating systems are not provided for space heating for cases where exceptions are not allowed.						
Best Practice	<i>In drier climates and when large outdoor air fractions are required, evaporative pre-cooling packages were evaluated to pre-cool outside air and cool the air flowing over the DX condensing unit.</i>						
Best Practice	<i>In semi-arid climates, two-stage evaporative cooling has been evaluated in lieu of mechanical refrigeration.</i>						

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Project Name:		Date Prepared:	

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
HVAC ZONING							
Best Practice	Zone each air handler to serve only areas with common loads to allow more aggressive control strategies and improve comfort. Have different AHU's serving core vs. perimeter areas.						
Best Practice	The design accommodates partial occupancy energy savings when the owner's requirements or narrative describe any possibility of partial occupancy, by zoning air handlers by floor or by part of a floor, or by incorporating controlled floor dampers, or VAV air terminals going totally shut when not occupied, etc.						
CONTROLS							
120.2(a) and (b)	Each zone is controlled by an individual thermostatic control. Controls are capable of setting temperatures to 55°F for comfort heating, 85°F for cooling and provide a temperature deadband of at least 5°F if controlling both heating and cooling.						
120.2(e)	Each space conditioning system is equipped with controls to shut the system off during periods of nonuse and will temporarily operate the system to maintain setback and setup temperatures while keeping ventilation dampers closed.						
120.2(e)3	Systems serving multipurpose rooms less than 1,000 ft ² and classrooms, conference, auditorium or meeting center rooms greater than 750 ft ² have occupancy sensors that interface with HVAC controls to automatically setup the cooling setpoint by 2°F or more, setback the heating set point by 2°F or more and automatically reset the minimum required ventilation rate. These occupant sensor ventilation control devices must meet the requirements of section 120.1(c)5.						
120.2(f)	Outdoor air supply and exhaust equipment shall be installed with dampers that automatically close upon fan shutdown.						
120.2(g)	Each space conditioning system serving multiple zones with a combined conditioned floor area of more than 25,000 ft ² shall be designed, installed, and controlled to serve isolation areas.						
120.2(h)	HVAC systems with DDC to the Zone level shall be programmed to allow centralized demand shed for non-critical zones.						
140.4(d)	Zone controls prevent reheating, recooling and simultaneous provisions of heating and cooling to the same zone.						

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Project Name:	Date Prepared:

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
Best Practice	<i>Each wall mounted thermostat is located away from potential sources that would adversely affect the reading (close to copiers, direct sunlight, below or above a supply air diffuser or convector, etc.). Any thermostats mounted on exterior walls are installed in sealed and insulated junction boxes.</i>						
Best Practice	<i>Corner offices should always have their own thermostats, air terminal boxes or fin-tube radiators.</i>						
Best Practice	<i>Multiple air terminal boxes in a single large open space are served by a single thermostat, or multiple thermostat signals are polled and altered, to prevent fighting of terminals and simultaneous heating and cooling.</i>						
Best Practice	<i>Control sequences are listed for equipment operated by stand-alone packaged controls. Unoccupied sequences should be included.</i>						
Best Practice	<i>Control sequences exist for each piece of equipment listed in the equipment schedule that is monitored or controlled by the building automation system (BAS). Unoccupied sequences should be included.</i>						
Best Practice	<i>Outside air temperature sensors should be in a commercially designed solar shield located on a north wall or some other location out of direct sunlight and away from building exhaust or heat rejection equipment.</i>						
VENTILATION RATES							
120.1(a)2	The outdoor air-ventilation rate and air-distribution assumptions made in the design of the ventilating system are clearly identified on the plans.						
120.1(b)	Each space is designed to have natural ventilation OR mechanical ventilation that is no less than the larger of conditioned floor area times the requirements in Table 120.1-A or 15 cfm times the expected number of occupants.						
Best Practice	<i>The minimum and maximum outdoor air rates for each air handler are listed on the equipment schedules.</i>						
Best Practice	<i>The outdoor air-ventilation rates are based on planned owner occupancy as defined in owner's design intent and are not based on maximum egress occupancy rates.</i>						
Best Practice	<i>Heat recovery is specified on fan systems where the design outside air flow rate is greater than 70% and design supply air flow rate is greater than 5,000 cfm.</i>						

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Project Name:		Date Prepared:	

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
DEMAND CONTROL VENTILATION (DCV)							
120.1(c)3-4	HVAC systems that have an economizer, serve a space with a design occupant density greater than or equal to 25 people per 1,000 ft ² , and are either a single zone system with any controls or multiple zone system with DDC controls to the zone level must have demand control ventilation controls. The following must be met: A. CO ₂ sensors installed in each room served by systems with DCV controls B. CO ₂ sensors are located between 3 ft and 6 ft above the floor C. CO ₂ concentrations maintained at less than or equal to 600 ppm plus outdoor ppm D. During hours of expected occupancy, controls maintain the system ventilation rate.			N/A			
ALL HVAC SYSTEMS - ECONOMIZERS							
140.4(e)1 and 3	Each cooling fan system that has a design mechanical cooling capacity over 54,000 Btu/h has an air economizer or a water economizer. Air economizers must comply with the high limit shutoff controls shown in Table 140.4-B.						
140.4(e)2.B	Plans indicate integrated economizer controls are set up such that partial cooling is provided by the economizer even when additional mechanical cooling is required.						
Best Practice	<i>Economizer dampers are specified to be driven by direct drive actuators rather than rod linkages, which can be a major cause of economizer malfunction.</i>						
Best Practice	<i>Barometric relief is used, if possible. If not, relief fans (rather than return fans) are used in most cases.</i>						
Best Practice	<i>Outdoor and return air sensors are properly selected, properly located to provide accurate and repeatable measurements for controlling economizer operation. Averaging sensors cover the entire duct or coil face areas.</i>						
DUCT DESIGN							
120.4(a)	All air distribution system ducts and plenums must be installed, sealed and insulated as required by 120.4(a).						
140.4(l)	Plans indicate duct sealing leakage rates.						
Best Practice	<i>Ducts utilize low static pressure design. Identify the most restrictive branch from the fan to the last air terminal unit. Identify possible means of significantly reducing the pressure drop. Branch duct systems are designed for equal pressure drop, when possible.</i>						
Best Practice	<i>Duct branches with significantly differing static pressure requirements have volume control strategically placed to aid in TAB work.</i>						

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CERTIFICATE OF COMPLIANCE	NRCC-CXR-02-E
Commissioning - Construction Documents	
Project Name:	Date Prepared:

Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
Best Practice	<i>Fans discharge into duct sections that remain straight for as long as possible (ideally 10 duct diameters) to reduce fan inefficiencies from system effects.</i>						
Best Practice	<i>Duct velocities are generally below 2,000 fpm for ducts in ceiling plenums, 1500 fpm for exposed ducts and 3500 fpm in mechanical rooms and non-noise sensitive shafts.</i>						
Best Practice	<i>Duct friction rates are generally less than 0.25" WC per 100 lineal feet nearer the fan, 0.15 to 0.20" in the main ducts and 0.08 to 0.12" WC /100' nearer the end of the system. Designs over these rates should be questioned. Very energy efficient design can lower these values by up to 40%.</i>						
Best Practice	<i>Ensure that drawings are sufficiently detailed to ensure that distribution system design intent is adequately conveyed. If sufficient detail is not included in drawings, installations may result in significantly higher pressure drops and hence higher energy consumption and other operating issues.</i>						
ACCEPTANCE AND COMMISSIONING							
120.5(a)	Acceptance requirements clearly identified in construction documents.			N/A			
120.8(e)	Commissioning measures or requirements are reflected in the construction documents.			N/A			
120.8(g)	Requirements for functional performance tests are reflected in the construction documents.			N/A			
NOTES							

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Commissioning - Construction Documents		(Page 10 of 9)
Project Name:	Date Prepared:	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	Documentation Author Signature:
Company:	Signature Date:
Address:	CEA/ HERS Certification Identification (if applicable):
City/State/Zip:	Phone:

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Person Name:	Responsible Person Signature:
Company :	Date Signed:
Address:	License:
City/State/Zip:	Phone:



CERTIFICATE OF COMPLIANCE		NRCC-CXR-03-E
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Project Name:	Date Prepared:	

A. General Information		
Climate Zone:	Building Type:	Conditioned Area (ft ²):
Reviewer's Name:	Reviewer's Agency:	
<i>Note: Design Review for each system/subsystem must be submitted</i>		
Enforcement Agency:	Permit Number:	
Enforcement Agency Use: Checked by	Enforcement Agency Use: Date	

B. Design Review Checklist							
Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
SIMPLE HVAC SYSTEMS							
DESIGN - FAN SYSTEMS							
120.1(e) 3	Measured outdoor air rates of constant volume mechanical ventilation and space-conditioning systems shall be within 10% of required outside air rate.						
140.4(c)1	Fan power index at design conditions meets the following: 0.8 W/cfm supply air for constant volume fan systems with total horsepower over 25 hp.						
<i>Best Practices</i>	<i>Fans appear to be correctly sized for application, accounting for a factor of safety, diversity and redundancy issues.</i>						
CONTROLS							
110.2(c)	Controls for unitary single zone, air conditioners, heat pumps and furnaces must have a setback thermostat.						
140.4(m)	Cooling systems identified in Table 140.4-D have fan controls to vary the indoor fan airflow as a function of load: 1. DX and chilled water cooling systems that control capacity based on occupied space temperature have a minimum of 2 stages of control with no more than 66% speed operating at stage 1 and draw no more than 40% of fan power at full fan speed when operating at 66% speed. 2. Systems that control space temperature by modulating airflow to the space have proportional fan control such that at 50% air flow the power draw is no more than 30% of fan power at full fan speed. 3. Systems with air side economizer have a minimum of 2 speeds of fan control during economizer operation.						
NOTES							



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Project Name:	Date Prepared:

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT	
1. I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name:	Documentation Author Signature:
Company:	Signature Date:
Address:	CEA/ HERS Certification Identification (if applicable):
City/State/Zip:	Phone:
RESPONSIBLE PERSON'S DECLARATION STATEMENT	
I certify the following under penalty of perjury, under the laws of the State of California:	
<ol style="list-style-type: none"> 1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer). 3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations. 4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application. 5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy. 	
Responsible Person Name:	Responsible Person Signature:
Company :	Date Signed:
Address:	License:
City/State/Zip:	Phone:

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CERTIFICATE OF COMPLIANCE		NRCC-CXR-04-E
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Project Name:	Date Prepared:	

A. General Information		
Climate Zone:	Building Type:	Conditioned Area (ft ²):
Reviewer's Name:	Reviewer's Agency:	
<i>Note: Design Review for each system/subsystem must be submitted</i>		
Enforcement Agency:	Permit Number:	
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B. Design Review Checklist							
Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
COMPLEX MECHANICAL SYSTEMS							
FAN SYSTEMS							
120.1(e)	All variable volume mechanical ventilation and space conditioning systems shall include dynamic controls to maintain measured outside air rates within 10% of required rate at both full and reduced supply airflow conditions.						
140.4(c)2 B	SP sensors for VAV fans shall be placed such that the controller set point is no greater than 1/3 the total design fan static pressure, except for systems with zone reset control.						
140.4(c)2 C	VAV Systems with DDC of individual zone boxes reporting to the central control panel, static pressure set point shall be reset based on the zone requiring the most pressure.						
140.4 (m)	Cooling systems identified in Table 140.4-D have fan controls to vary the indoor fan airflow as a function of load and shall comply with the following: 1. DX and chilled water cooling systems that control capacity based on occupied space temperature have a minimum of 2 stages of control. 2. Systems that control space temperature by modulating airflow to the space have proportional fan control. 3. Systems with air side economizer have a minimum of 2 speeds of fan control during economizer operation.						
Best Practice	<i>Fan cabinet enclosure and internal components are selected to minimize pressure drop, (e.g. face velocity is less than 500 fpm, low pressure drop coils, filters, etc.).</i>						
Best Practice	<i>Fan wheel is selected for efficient operation, (e.g. larger diameter rotating at lower speed).</i>						

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Code Section	Measure	Design Reviewer			Designer Response		
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SUPPLY AIR TEMPERATURE (SAT) RESET							
140.4(f)	Systems that serve multiple zones have controls that automatically reset supply air temperature. Zones with high internal loads with near constant airflow are designed for the elevated reset supply air temperature. Reset controls are in response to building loads or to outdoor air temperature and are at least 25% of the difference between supply air and design room air temperature. Control sequences are identified on plans.						
Best Practice	SAT reset is established with an aggressive reset schedule of 10°F, (e.g. 55°F during warm weather and 65°F during cool weather).						
Best Practice	SAT reset off terminal box damper position or thermostat demand does not rely on a lone worst zone, but averaged over a few zones with greatest demand.						
HEAT REJECTION EQUIPMENT							
110.2(e)	Open and closed circuit cooling towers have conductivity or flow-based controls and are equipped with a Flow Meter, Overflow Alarm and Efficient Drift Eliminators.						
140.4(h)2	Tower fans powered by motors greater than 7.5 hp have controls that automatically change fan speed to control the leaving fluid temperature, condensing temperature or pressure of the heat rejection device.						
140.4(h)3	Open cooling towers with multiple condenser water pumps are designed so that all cells can run in parallel with the larger of: A) flow this is produced by the smallest pump; or B) 50% of the design flow for the cell.						
140.4(h)5	Multiple cell heat rejection equipment with variable speed fan drives shall operate the maximum number of fans and control all operating fans to the same speed.						
Best Practice	A higher condenser water delta-T design is used or was considered. The cooling tower is oversized, accordingly.						
Best Practice	For the cooling tower bypass, a 2-way valve should be used in the bypass line rather than a 3-way valve, in order to reduce the pressure drop. The 2-way valve is sized so that no water will go over the tower when in full bypass.						
Best Practice	For DX air handlers with water-cooled condensers, the entering condenser water temperature is reset based on outdoor wet bulb or surrogate conditions.						
Best Practice	When cool weather cooling loads cannot be met by 100% outside air economizing, a plate and frame heat exchanger is used in parallel with the chiller to chill the water directly from the cooling tower water.						

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Code Section	Measure	Design Reviewer			Designer Response		
		Yes. Complies	Does Not Comply	Consider Better Practice	Complies	Will Include in Next Draft	Not Included - State Reason
<i>Best Practice</i>	<i>Cooling towers are specified with low flow accommodating weir dams in the top basin and tower staging sequences call for as much tower(s) to be open to flow as possible within tower limits to take advantage of heat exchange surface area.</i>						
<i>Best Practice</i>	<i>Oversized cooling towers are utilized to aid in ensuring lower condenser water temperatures to chillers to save energy.</i>						
CHILLERS AND BOILERS							
120.9	Boilers meet the requirements of this section, as required: (a) combustion air positive shut-off for boilers with input capacity of 2.5 MMBtu/y and above, (b) combustion air fan motors 10 hp or larger have variable speed drive or controls to limit fan motor demand to no more than 30% of total design wattage at 50% of design air volume, and (c) boilers with input capacity of 5 MMBtu/h and greater maintain excess oxygen concentrations at less than or equal to 5.0%.						
140.4(i)	Chilled water plants have no more than 300 tons provided by air-cooled chillers.						
140.4(k)2	When a chilled water system includes more than one chiller, flow through any chiller is automatically shut off when that chiller is shut off while still maintaining flow through other operating chiller(s).						
140.4(k)3	When a hot water plant includes more than one boiler, provisions shall be made so that flow through any boiler is automatically shut off when that boiler is shut off while still maintaining flow through other operating boiler(s).						
140.4(k)4	Systems with a design capacity exceeding 500,000 Btu/hr supplying chilled or heated water shall include controls that automatically reset supply water temperatures as a function of representative building loads or outside air temperature.						
<i>Best Practice</i>	<i>Chillers are sequenced optimally, taking into consideration the current load and part load efficiencies of chillers. This sequence is clear in the sequences of operation.</i>						
<i>Best Practice</i>	<i>Total kW/ton efficiency calculation is performed for the most likely outdoor air conditions for low to high chiller loads. Condenser water temperature, chilled water temperature, and which chillers are ON is optimized at each condition and specified in a sequence.</i>						
<i>Best Practice</i>	<i>Sequences clearly describe how boiler and chiller short cycling will be avoided at low loads. Minimum flow rates are clearly described in the sequences. Installation of equipment and piping are consistent with the sequence.</i>						
<i>Best Practice</i>	<i>Chiller with a variable-speed compressor is used or was considered.</i>						

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Code Section	Measure	Design Reviewer			Designer Response		
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Best Practice	Heating water systems with condensing boilers utilize low return water temperatures to increase boiler efficiency (and heating water coils are correspondingly “oversized”).						
Best Practice	Boiler staging control is incorporated to take advantage of boiler part load efficiencies and to optimize total plant efficiency.						
Best Practice	A narrative is provided that explains how the continuous turn-down ratio or size of the smallest chiller, or boiler, is in line with the lowest expected heating and cooling load that will occur frequently or be experienced for any significant length of time (assessed by asking the designer for the results of their calculations, and taking into account off-season and off-hours operation and the less than fully occupied condition that may exist for years). Some cycling is expected at the lowest loads, but cycling should be limited to manufacturer recommendations.						
Best Practice	Heat recovery chillers are incorporated for domestic hot water or low temperature heating water for space heating or for outdoor air pre-heating and heating coils designed for the lower temperature water.						
Best Practice	The cooling central plant equipment is designed to efficiently handle the smallest conceivable load without excessive cycling and without using inefficient techniques like hot gas bypass/reinjection.						
HYDRONIC SYSTEMS - PUMPING							
140.4(k)1	Chilled and hot water pumping are designed for variable flow and are capable of reducing pump flow rates to no more than the larger of a)50% or less of design flow rate or b) minimum flow required by equipment manufacturer.						
140.4(k)6 A	Individual pumps serving variable flow systems with motor horsepower greater than 5 hp have controls or devices that result in pump motor demand of no more than 30% of design wattage at 50% of design water flow. Pumps shall be controlled as a function of required differential pressure.						
140.4(k)6 B	For systems without DDC, differential pressure shall be measured at the most remote heat exchanger or at the heat exchanger requiring greatest differential pressure. For systems with DDC, static pressure set point shall be reset based on valve requiring most pressure and the set point shall be no less than 80% open.						
Best Practice	In variable flow systems, there are no 3-way valves. The only exception should be for a valve with an opening limit or a balanced bypass line that is sized for the lowest flow rate at which the pump can operate without overheating. Sequences of operations show that this valve is to be opened only after all coil valves are closed.						

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Code Section	Measure	Design Reviewer			Designer Response		
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Best Practice	For each hydronic flow meter, the location is shown on the drawings with detail notes indicating length of straight pipe required up, and down, stream of that sensor.						
Best Practice	Flow meters used for control in open cooling tower systems utilize magnetic or ultra-sonic meters rather than in-flow paddle meters that are prone to damage and clogging.						
Best Practice	There are pump impeller trim requirements for non-VFD controlled motors over 5 hp, if throttling more than 20% is required to meet design. For pumps greater than 20 hp controlled by VFD's, if more than 30% throttling is required at design loads, the pump impellers shall be trimmed.						
Best Practice	Pumps are not oversized. The capacity of each pump does not exceed the sum of the coil capacities served. (No additional safety factor is needed, since the normal coil load diversity provides the pump safety factor).						
Best Practice	Single line flow diagrams are shown in the drawings for major systems including the chilled water and heating water. These diagrams include the complete path of water through the system with coils, dampers, pumps, valves, flow rates, and sensors shown.						
Best Practice	Balancing valves (like triple duty valves) should not be installed on the discharge on variable speed pumps as they are a constant unnecessary pressure drop. The variable speed adjusts for design flow, so the valve is not needed.						
Best Practice	In constant flow hydronic loops, hydronic balancing valves are shown at: each non-VFD controlled pump, major zone or floor branch takeoffs, parallel cooling towers and chillers that are not symmetrically piped or are different sizes, and at all coils. Specifications require marking or setting set screws at final valve positions. Requirements should also be found in the specifications.						
HYDRONIC HEAT PUMP (WLHP)							
140.4(k)7	Hydronic heat pumps connected to a common heat pump water loop with central devices for heat rejection and heat addition shall have controls that are capable of providing a heat pump water supply temperature deadband of at least 20°F between initiation of heat rejection and heat addition by the central devices.						
NOTES							

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CERTIFICATE OF COMPLIANCE		NRCC-CXR-04-E
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Project Name:	Date Prepared:	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT	
1. I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name:	Documentation Author Signature:
Company:	Signature Date:
Address:	CEA/ HERS Certification Identification (if applicable):
City/State/Zip:	Phone:
RESPONSIBLE PERSON'S DECLARATION STATEMENT	
I certify the following under penalty of perjury, under the laws of the State of California:	
<ol style="list-style-type: none"> 1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer). 3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations. 4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application. 5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy. 	
Responsible Person Name:	Responsible Person Signature:
Company :	Date Signed:
Address:	License:
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COMMISSIONING – DESIGN REVIEW SIGNATURE PAGE

CEC-NRCC-CXR-05-E (Revised 01/16)

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CERTIFICATE OF COMPLIANCE		NRCC-CXR-05-E
Commissioning - Design Review Signature Page		(Page 1 of 2)
Project Name:	Date Prepared:	

A. General Information		
Climate Zone:	Building Type:	Conditioned Floor Area (ft²):
Reviewer's Name:	Reviewer's Agency:	
Enforcement Agency:	Permit Number:	
Enforcement Agency Use: Checked by	Enforcement Agency Use: Date	

120.8(d): DESIGN REVIEW

B. Date of Design Review Kickoff		/ /
Owner/Owner's Representative (Print Name):	Signature:	Date:
Design Architect/Engineer (Print Name):	Signature:	Date:
Design Reviewer (Print Name):	Signature:	Date:

C. Date of Construction Document Checklist Completion		/ /
Checklists Completed:		
GENERAL CHECKLIST - COMPLETED BY ALL BUILDINGS		
HVAC SIMPLE		
HVAC COMPLEX		
Owner/Owner's Representative (Print Name):	Signature:	Date:
Design Architect/Engineer (Print Name):	Signature:	Date:
Design Reviewer (Print Name):	Signature:	Date:

COMMISSIONING – DESIGN REVIEW SIGNATURE PAGE

CEC-NRCC-CXR-05-E (Revised 01/16)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-CXR-05-E
Commissioning - Design Review Signature Page		(Page 2 of 2)
Project Name:	Date Prepared:	

DOCUMENTATION AUTHOR/RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
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