BEVERLY HILLS UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

FOR

COMMISSIONING SERVICES

RFQ No. 19-20-002

Issue Date: December 18, 2019

Statements of Qualifications are Due No Later Than:
January 21, 2020 at 2:00 p.m.

Submissions and Information Contact:

Margie Sanchez,
Bond Program Project Coordinator
Beverly Hills Unified School District
Construction & Facilities Department
255 S. Lasky Drive
Beverly Hills, CA 90212
Office: (310) 551-5100 Ext. 5189
Request for Qualifications (RFQ)

Commissioning Services

RFQ No. 19-20-002

NOTICE IS HEREBY GIVEN that the Beverly Hills Unified School District, County of Los Angeles, California, ("District"), acting by and through its Governing Board, invites sealed Statements of Qualifications ("SOQ") from qualified firms to provide Commissioning Services for the District’s projects.

The due date and time for the receipt of sealed qualifications is up to, but not later than 2:00 p.m. on January 21, 2020, at the Beverly Hills Unified School District, Purchasing Department, 255 S. Lasky Drive, Beverly Hills, CA 90212.

No respondent may withdraw its SOQ for a period of ninety (90) calendar days after the due date set for opening of qualifications.

The RFQ will be available beginning December 19, 2019, on the District’s website, www.bhusd.org/bids/ or by contacting Margie Sanchez at msanchez@bhusd.org.

All requests for clarification or interpretation, either administrative or technical, must be submitted via e-mail to Margie Sanchez, Bond Program Project Coordinator at msanchez@bhusd.org no later than 2:00 PM on January 13, 2020. Any questions received after the 2:00 PM deadline will not be addressed. Questions via telephone will not be accepted.

The District will be selecting one or more Commissioning firms for the projects listed in this RFQ.

All prospective respondents are hereby instructed not to contact any District staff member, other than the noted contact related to this RFQ, at any time during the process. Any such contact shall be cause for rejection of your SOQ.

The right is reserved by the District to reject any or all SOQs, to waive any irregularities or informalities not affected by law, to evaluate the SOQ submitted and to select a firm(s) according to the qualifications which best serve the interests of said District.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFQ and that no person having any such interest shall be subcontracted in connection with this RFQ, or employed by Respondent.

Respondent will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

The District is an Equal Opportunity Affirmative Action Employer.

Publication Dates: December 19, 2019, January 2, 2020 and January 9, 2020
Publication: Beverly Hills Weekly
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## ATTACHMENTS

Attachment A – Section 019113 General Commissioning Requirements
Attachment B – Financial Interest Certification
Attachment C – Consultant Fingerprinting Requirements
Attachment D - Sample Agreement
Attachment E – BHHS Bldg B1 and B2 Academics, Administration and Media Modernization Drawings via Dropbox Link
Attachment F – BHHS Bldg B3 Peters Auditorium Modernization Drawings via Dropbox Link
Attachment G – BHHS Bldg B4 Salters Theater Modernization Drawings via Dropbox Link
Attachment H – El Rodeo Modernization Drawings via Dropbox Link
I. SECTION 1 – DISTRICT AND PROJECT INFORMATION:

INTRODUCTION

The Beverly Hills Unified School District (the “DISTRICT”) is soliciting Statements of Qualifications (“SOQ”) from qualified consulting firms (the “CONSULTANT”) to provide commissioning services for major K-12 renovation and replacement projects at Beverly Hills Unified School District Schools.

The commissioning services must be accomplished in accordance with all applicable codes, standards and established procedures and as required by the construction documents prepared for each of the projects. The CONSULTANT needs to be fully qualified and experienced with all procedures and requirements for Commissioning Services with respect to California K-12 public schools.

BACKGROUND

Obligation Bonds in the amount of $334 Million on November 4, 2008. Funds received from the sale of bonds are to be used to provide safe and modernized school facilities; make structural seismic safety repairs; upgrade, repair and reconstruct aging classrooms, infrastructure, multi-use gyms, libraries, science and technology labs, roofing, plumbing, heating, ventilation and electrical systems; and protect students and staff from unauthorized entry, security risks and natural disasters on the District's five schools, Beverly Hills High School, Beverly Vista Middle School, Horace Mann, Hawthorne and El Rodeo Elementary Schools.

Most of the major projects the Board of Education (BOE) has approved to be funded by Measure E have been designed and the plans have been approved by the Division of State Architect (DSA) or are under review by DSA.

The Master Plan presented to the BOE on February 27, 2018, identifies projects funded by Measure E and projects that will require additional funds to complete. The voters approved Measure BH on June 5, 2018, for $385 Million to continue to implement the Master Plan. The Master Plan is available on the District’s website, www.bhusd.org.

PROJECT FILES ATTACHED FOR REFERENCE:

- Beverly Hills High School Buildings B1 and B2 Academics, Administration and Media Modernization Drawings

- Beverly Hills High School Building B3 Peters Auditorium Modernization Drawings

- Beverly Hills High School Building B4 Salters Theater Modernization Drawings

- El Rodeo School Modernization Drawings
PURPOSE

The Beverly Hills Unified School District (“District”) invites Requests for Qualifications (“RFQ”) from qualified firms to provide professional Commissioning Services in accordance with scope of work outlined in this RFQ, related to the District’s Measure E and Measure BH Bond Program, as well as other funded District projects, on an as-needed basis. Firms must be experienced in comprehensive, professional services provided to California public K12 school districts, and possess all current licensing, accreditations, and certifications, in accordance with all regulatory requirements.

This RFQ defines the services that are being sought from the CONSULTANTS and generally outlines the District’s requirements. Briefly stated, the District is seeking experienced and proven Commissioning Services professionals to perform the requisite scope of services outlined in this RFQ for a variety of potential school facility improvement projects.

The purpose of this RFQ is to select qualified CONSULTANTS to be on the District’s pre-approved CONSULTANT list. The District intends to enter into an Agreement on a project by project basis with pre-approved firms for District projects.

The intent of this RFQ is to identify CONSULTANTS who have considerable expertise and experience delivering Commissioning Services.

All qualified parties are encouraged to submit an SOQ.

SCOPE OF SERVICES

Services shall include, but not necessarily be limited to, Commissioning Services. Attachment “A”, Section 01 9113 General Commissioning Requirements is included for reference only.

The District will evaluate the proposals and qualifications of commissioning authority service firms to support scheduled capital improvement projects per Attachment A.

Typical Scope of Services may include:

Definitions

PFAT = Pre-Functional Acceptance Testing
FAT = Functional Acceptance Testing
CxA = Commissioning Authority
TAB = Test & Balance
HVAC = Heating Ventilation and Cooling
BMS = Building Management Systems

Planning & Design Review Commissioning Services

1. Develop Commissioning Schedule Milestones
2. Develop Owners Project Requirements and acceptance criteria
3. Define commissioning scope, schedule and budget
4. Define roles with Owners Project Manager
5. Develop commissioning plan for assigned projects
6. Confirm with Owners Project Manager systems to be commissioned
7. Update commissioning plan with Contractors details and submit
8. Review, comment on and Monitor commissioning equipment submittals
9. Conduct Design Development Construction Document Review and prepare appropriate log(s) for review with A/E Team and Owners Project Manager
10. Prepare outline CxA documents and PFAT installation checklists
11. Prepare Training requirements

**Construction Commissioning Services**

1. Coordinate commissioning schedule milestones incorporation into the General Contractors master schedule and monitor
2. Conduct pre-construction meeting with General Contractor and appropriate sub-contractors
3. Issue commissioning checklists and installation logs for sub-contractor work scopes
4. Review completeness of commissioning checklists over the course of construction period
5. Update commissioning plan as needed throughout construction period
6. Undertake site inspections during installation and report
7. Witness and validation of PFAT static testing and report results
8. Attend specific construction meetings to review progress of construction and installation of systems
9. Finalize and submit functional acceptance test (FAT) procedures
10. Witness pre-start factory acceptance testing up checks (PFAT) audit and report
11. Review and comment on contractors training plans and schedule
12. Attend monthly commissioning meetings
13. Issue monthly commissioning written Status Reports
14. Maintain log of commissioning observations and resolutions

**Functional Acceptance Testing Phase**

1. Review and comment on Pre-functional test documentation, TAB reports, BMS startup reports
2. Direct / Verify / Witness HVAC and Electrical Functional Acceptance Tests
3. Direct / Verify / Witness Central Plant Functional Acceptance Tests
4. Direct / Verify / Witness Fire Smoke Evacuation Functional Acceptance Tests
6. Provide Trouble shooting assistance
7. Detailed Specific testing commissioning meetings and minutes
8. Maintain log of commissioning observations and resolutions
9. Perform Trend log and tuning to seasonal load tests
10. Coordinate and oversee operator user training
11. Prepare and issue Commissioning Final Report

**Closeout and Warranty Phase**

1. Post construction Operations and Maintenance document review
2. Review initial occupation BMS and Operations group review
3. Review opposite season system operation at 6 months post completion
4. Warranty evaluation performance of a minimum (4) in service inspections after building(s) are occupied and functioning (spring, summer, fall, winter) to ensure the system is functioning as intended

DISTRICT GUIDELINES AND EXPECTATIONS

The DISTRICT intends to establish a shortlist of CONSULTANTs through review of the SOQs received. Subsequent to establishing the shortlist, the DISTRICT plans to enter into negotiations for the purpose of entering in an Agreement with one or more of the selected CONSULTANTs. Upon the execution of agreements with CONSULTANTs, as the DISTRICT identifies the need for the Services, the DISTRICT will request fee proposals from the approved CONSULTANTs for one or more specific project(s). Upon selection of CONSULTANT(s) to perform the required services, the DISTRICT will issue an Agreement for each individual or group of projects. The Agreement will show a total fee for CONSULTANT services, specific details of the project and line items that specify the services to be provided by the CONSULTANT. The DISTRICT anticipates issuing numerous Agreements in order to meet the overall needs of the DISTRICT.

This RFQ includes the Selection Process, RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT’s Sample Consulting Services Agreement.

SOQ submittal deadline for full consideration is at 2:00 PM on January 21, 2020. SOQs submitted after the 2:00 PM deadline will be rejected. The DISTRICT requires three (3) sealed bound hard copies (one original and two copies) and one electronic copy (on a flash drive) delivered to:

Beverly Hills Unified School DISTRICT  
Purchasing Department  
255 South Lasky Drive  
Beverly Hills, CA 90212  
Ref.: RFQ No. 19-20-002 Commissioning Services

All requests for clarification or interpretation, either administrative or technical, must be submitted via e-mail to Margie Sanchez at msanchez@bhusd.org no later than 2:00 PM on January 13, 2020. Any questions received after the 2:00 PM deadline will not be addressed. Questions via telephone will not be accepted.

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at http://www.bhusd.org/bids/, or by other reasonable means.

The DISTRICT prohibits CONSULTANTS from communicating with DISTRICT board members or staff. If a CONSULTANT communicates with DISTRICT board members or staff, the CONSULTANT will be disqualified except for requests of clarification or interpretation as noted in the paragraph above.

The DISTRICT requires the CONSULTANT team to include in its SOQ a financial interest certification stating that no member of the team has had any financial interest or business relationship with the DISTRICT board members or staff. By submitting this certification, the CONSULTANT agrees to the posting of this information to the public through the SOQ. Refer to Attachment “B”.
The DISTRICT has included a sample copy of its standard Consulting Services Agreement as Attachment “D” for information only. The final work scope and deliverables schedule (Exhibits A-C) is subject to negotiation between the DISTRICT and the CONSULTANT it selects to provide the consulting services.

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ to require the selected CONSULTANT to provide additional services. In such a case, the selected CONSULTANT and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

QUALIFICATIONS

While no Collaborative for High Performance Schools (CHPS) or Leadership in Energy and Environmental Design (LEED) submission is requested by the District, compliance with current Title 24 Building Energy Efficiency Standards is required, at minimum.

The District also requires the CONSULTANT to have five (5) years experience in providing Commissioning Services in California K-12 Public Schools.

SELECTION PROCESS

a. PROCESS OVERVIEW

The DISTRICT’s Selection Committee may select one or more CONSULTANTs to provide the Commissioning Services. The DISTRICT may request any and/or all firms to participate in a presentation and interview process.

The DISTRICT reserves the right to contract for services in the manner that most benefits the DISTRICT.

b. RFQ SCHEDULE

The DISTRICT anticipates the following schedule for selecting a CONSULTANT to provide the On Call Commissioning services:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Solicitation and Issuance Date</td>
<td>December 19, 2019</td>
</tr>
<tr>
<td>Deadline for Submittal of Questions</td>
<td>January 13, 2020 by 2:00 PM</td>
</tr>
</tbody>
</table>
| RFQ Due Date                                   | January 21, 2020
|                                               | No Later Than 2:00 PM     |
| RFQ Evaluations by DISTRICT                    | January 22 – 31, 2020     |
| Selection Authorization by the Board of Education | February 2020             |
TERM AND EXTENSION(S)

It is the intent of the DISTRICT to select firm(s) for an initial one-year term, with four, one-year options to renew at the sole discretion of the DISTRICT.

The selected firm(s) will be required to enter into the DISTRICT’s Agreement inclusive of Criminal Records Certification, Fingerprinting, and DISTRICT Badging requirements, attached as Attachment “C”.

ADDENDA AND CLARIFICATIONS

If it becomes necessary for the DISTRICT to revise any part of this RFQ, or to provide clarification or additional information after the RFQ is released, the DISTRICT shall issue a written Addendum that will be available on the District’s website, www.bhusd.org/bids/.

It shall be the responsibility of the firm(s) to inquire of the DISTRICT as to any Addenda or Clarifications issued. All Addenda issued shall become part of the RFQ.

- Questions or comments regarding this RFQ (except to inquire about the number of Addenda issued) must be in writing and received no later than January 13, 2020 at 2:00 PM.

- WRITTEN QUESTIONS ARE TO BE E-MAILED TO THE DISTRICT CONTACT REPRESENTATIVE STATED IN THIS RFQ.

All SOQs shall be submitted, as three (3) bound hard copies and one electronic copy (on a flash drive) delivered to the DISTRICT representative listed below, prior to the stated deadline.

- DISTRICT CONTACT AND ADDRESS FOR QUESTIONS AND SUBMITTAL OF QUALIFICATIONS:

  Margie Sanchez,
  Bond Program Project Coordinator
  Beverly Hills Unified School District
  Construction & Facilities Department
  255 S. Lasky Drive
  Beverly Hills, CA 90212
  Office: (310) 551-5100 Ext. 5189
  E-Mail: msanchez@bhusd.org

All materials received as part of this solicitation become the property of the DISTRICT and shall be considered public record. The cost to prepare and submit the SOQ is at the sole expense of each firm. Responses should be complete and provide a concise overview of the capabilities of your firm. Responses may be rejected if not prepared in the format described, or if submitted without all required information and signatures.
PROTESTS

Any actual or prospective firm may protest the selection of consultants for violations of the DISTRICT's procurement policy or of laws and regulations governing the DISTRICT's procurement activities. Any protest against this RFQ, or any part of it, must be received no later than ten (10) calendar days before the deadline specified for receipt of SOQs. Any protest against the selection pursuant to this RFQ must be received within five (5) calendar days after receipt of a written notice of the DISTRICT's intent to select to another firm(s). The DISTRICT shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Construction and Facilities Department, at the same address as the contact listed in this RFQ.

LIMITATIONS

This RFQ is neither a formal request for proposals, nor an offer by the DISTRICT to contract with any party responding to this RFQ. The DISTRICT makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The awarding of any contract for services, if at all, is at the sole discretion of the DISTRICT.

The DISTRICT reserves the right to reject any and all SOQs and to waive informalities and minor irregularities in any SOQ reviewed. The DISTRICT may reject any SOQ that does not conform to the instructions herein. Additionally, the DISTRICT reserves the right to negotiate all final terms and conditions of any preliminary Agreement entered into with the firm(s) selected to provide services to the DISTRICT. The DISTRICT makes no representations that any contract will be awarded to any firm(s).

INSURANCE REQUIREMENTS

Prior to execution of a contract and commencement of any work, selected firm(s) will be required to provide certificate(s) of insurance, naming the DISTRICT as an additional insured, for the following levels of coverage.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability:</td>
<td>$1,000,000 per occurrence $2,000,000 general aggregate</td>
</tr>
<tr>
<td>Including bodily injury, personal injury, property damage, and medical.</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability:</td>
<td>$1,000,000 Combined Single Limit for owned, hired and non-owned auto.</td>
</tr>
<tr>
<td>Commercial:</td>
<td>Transport vehicles, not utilized for business that are driven onto and parked on school property California State minimum requirements for private passenger vehicles:</td>
</tr>
<tr>
<td>Personal:</td>
<td>$15,000 injury/death to one person</td>
</tr>
<tr>
<td></td>
<td>$30,000 injury/death to more than one person</td>
</tr>
<tr>
<td></td>
<td>$5,000 damage to property</td>
</tr>
<tr>
<td></td>
<td>All professionals and firms shall carry, or agree to obtain prior to the commencement of architectural work for the DISTRICT, an amount of Errors and Omissions Insurance sufficient to</td>
</tr>
</tbody>
</table>
Professional Liability:  
provide adequate protection to the DISTRICT given the anticipated scope and volume of work to be assigned to the professional or firm by the DISTRICT which should meet at a minimum the following minimum requirements:

<table>
<thead>
<tr>
<th>Awarded Firm:</th>
<th>$1,000,000 per occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Sub-CONSULTANTS:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Workers’ Compensation:  
As required by the State of California

Part A:  Statutory Requirements
Part B: Employer’s Liability:  $1,000,000 per injury, $1,000,000 per disease, and $1,000,000 aggregate.

1 If the CONSULTANT is a sole proprietor with no employees, proof of Workers’ Compensation and insurance coverage will not be required.

For all insurance coverage provided by the awarded firm, the following terms apply:

A. Insurance shall be placed with California admitted insurers with a current A.M. Best Company rating of “not less than A” unless otherwise approved by the DISTRICT. The State Compensation Fund of California is acceptable for Workers’ Compensation insurance.

B. Workers’ Compensation and Employer’s Liability policies shall contain a Waiver of Subrogation.

C. General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

i. CONSULTANT agrees to defend, indemnify, save and hold harmless, the Beverly Hills Unified School DISTRICT (DISTRICT), its officers, agents, representatives, employees, and Board of Education, and provides named additional insured endorsements for the DISTRICT, its officers, agents, representatives, employees, and Board of Education. They are to be covered as insured with respect to: liability arising out of activities performed by, or on behalf of, the CONSULTANT, products and completed operations of the CONSULTANT, premises owned, occupied or used by the CONSULTANT, or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials, employees, and the Board of Education.

ii. For any claims related to the services, the CONSULTANT’s insurance coverage shall be primary insurance with respect to the DISTRICT, its subsidiaries, officials, employees, and the Board of Education. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials, employees, and the Board of Education shall be in excess of the CONSULTANT’s insurance and shall not contribute to it.
iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after a thirty (30) day prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

The CONSULTANT shall furnish the DISTRICT original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ, nor any officer, employee, representative, agent, or CONSULTANT representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the contract with any member of the DISTRICT, Board of Education, Evaluation Committee, or any member of a Citizens' Oversight Committee, other than the individual specifically named herein. Any such contact shall be grounds for the disqualification of the entity submitting a response.

ORAL COMMUNICATIONS NOT BINDING

Oral conversations or agreements with any official, employee, CONSULTANT, or agent of the DISTRICT will in no manner alter, affect, modify, or change any term, condition, instruction, specification, spreadsheet or requirement of this RFQ. Oral communications between any representative of the DISTRICT and any firm(s) will not be considered binding or enforceable on the DISTRICT, nor shall any written communication by any DISTRICT representative other than authorized DISTRICT personnel listed in this RFQ defined herein who releases any Addendum to this RFQ or communicates any other official correspondence. There are no understandings, agreements, or representations not specified in this RFQ.

NO PUBLIC OPENING

SOQs will not be opened publicly, however a list of the names and companies submitting SOQs will be available within a reasonable time after the submittal deadline.
II. SECTION 2 - SCOPE OF SERVICES AND SUBMISSION REQUIREMENTS:

SUMMARY SCOPE OF SERVICES

Covered in this Section:

A. Commissioning Definition
B. Stages of Commissioning
   1. Pre-design
   2. Design
   3. Installation/Construction
   4. Acceptance
   5. Post-acceptance/Warranty
C. Verification Checks
D. Retro-Commissioning
   1. Planning
   2. Investigation
   3. Implementation
   4. Handoff
E. Recommissioning

A. COMMISSIONING DEFINITION

Commissioning ensures that the building and its systems and equipment operate as designed. The work is performed either by the owner’s commissioning authority (CxA), an Independent contractor hired by the owner, or the project’s construction manager. Systems are checked once during new construction or renovation for systems verification and functional performance testing.

B. STAGES OF COMMISSIONING

1. Pre-design
   a. Determine project objectives and develop owner’s Criteria.
   b. Develop commissioning requirements.
   c. Hire or assign owner commissioning authority (CxA).

2. Design
   a. Design team develops project design; CxA (or representative) reviews design intent, basis of design documents, and drawings and provides feedback to design team.
   b. CxA develops commissioning plan.
   c. Design team develops project specifications based on owner specifications.

3. Installation/Construction
   a. CxA gathers and reviews design and project documentation.
   b. CxA works with contractors, and holds periodic commissioning meetings to integrate the process and schedule into the overall construction project.
   c. CxA develops verification checklists and functional performance test (FPT) forms.
   d. CxA monitors construction progress.
e. CxA ensures selected maintenance staff members are given the training opportunity of observing the installation and testing of specific systems for which they will inherit maintenance responsibilities.

f. CxA works with installing contractors to verify start-up and perform verification to ready systems and equipment for FPT.

4. Acceptance
   a. CxA directs and oversees installing contractors’ performance of FPT, observed by CxA’s selected maintenance staff; deficiencies are reported.
   b. CxA validates building testing and balancing (TAB) report data.
   c. CxA directs and oversees installing contractors’ performance of equipment condition acceptance testing, observed by CxA’s selected maintenance staff; deficiencies are corrected and condition baseline data is included in the final commissioning report and O&M manual.
   d. CxA works with installing contractors to reschedule FPT as needed when deficiencies are present; corrections to deficiencies are verified by CxA.
   e. CxA reviews and verifies O&M manuals for completeness and applicability.
   f. CxA oversees, Contractor conducts, and CxA coordinates prescribed training for the O&M staff.

5. Post-acceptance/Warranty
   a. CxA prepares the Final Commissioning Report.
   b. CxA conducts site visits to interview O&M staff on system performance.
   c. Deferred and/or seasonal testing is performed.

C. VERIFICATION CHECKS
Verifications checks are equipment inspections that ensure proper installation and configuration. This testing employs checklists to verify that the equipment or system is ready for initial start-up (e.g., flexible conduit is connected, belt tension is correct, oil levels are adequate, labels are affixed, gauges are in place, and sensors are calibrated). Some verification checklist items entail the simple testing of the function of a component, a piece of equipment, or system (such as measuring the voltage imbalance on a three-phase pump motor of a chiller system). For most equipment, the installing contractors execute the checklists on their own. The CxA requires that the procedures and results be documented in writing and usually witnesses only the verification testing of the larger or more critical pieces of equipment. Other components are validated randomly by the CxA.

Functional performance tests are a series of tests of the function and operation (and sometimes, condition) of equipment and systems using manual (direct observation) or monitoring methods. Functional performance testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure set point). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied condition, varying outside air temperatures, fire alarm, and power failure. The systems are run through all the control system’s sequences of operation, and components are verified to respond as the prescribed sequences state.

The CxA develops the functional test procedures in a sequential written form, coordinates, oversees, and documents the actual testing, which is usually performed by the installing contractor or vendor. In addition, seasonal functional performance tests may also be performed, during which the installing contractor and/or CxA performs the functional performance test during different seasonal weather conditions. Functional performance testing also may include procedures for condition acceptance testing. Condition acceptance testing uses condition monitoring techniques, usually associated with
reliability centered maintenance, to identify latent manufacturing, transportation, and installation defects that affect the condition of the equipment at the time of acceptance. The most common techniques will use vibration analysis to inspect for mechanical alignment and balance, soft foot, and internal and bearing defects; infrared thermography to determine the presence of high resistance and other problematic electrical connections; ultrasound to determine the presence of fluid (e.g., compressed air, steam, gas) leaks; lube oil analysis to determine the quality, condition, and appropriateness of lubricating oils and their additives; and/or motor testing and electrical testing, where the condition of the insulation is of major importance.

Not all commissioning programs include condition acceptance testing. However, there is no better time to determine the physical hidden condition of the equipment (while functional performance testing looks at operating parameters). Hidden conditions are then noted as a condition for acceptance while the warranties are still active and this process establishes the condition baseline for the ensuing maintenance program. System testing (TAB) may or may not be included as part of the commissioning (that is, the TAB technicians may or may not work for the CxA). However, validation of the TAB results by random spot checking actual output against the documented TAB data normally will be included in the commissioning process regardless of the TAB contractor’s relationship within the commissioning team.

D. RETRO-COMMISSIONING
Retro-commissioning is not tied to a specific new construction or renovation project, and therefore does not necessarily follow the same process as commissioning. Retro-commissioning typically follows a fourpart process:

1. Planning: Identify project objectives, decide which building systems should be analyzed for improvements, and define tasks and assign responsibilities;
2. Investigation: Determine how the selected systems are supposed to operate, or how they could operate more efficiently; perform tests to measure and monitor how the targeted systems currently operate; and prepare a prioritized list of the operating deficiencies found and recommended corrective actions;
3. Implementation: Correct operating deficiencies (highest priority to lowest) and perform tests to verify proper and/or improved operation.
4. Hand-off: Prepare a report of improvements made and provide training and documentation on how to sustain proper and/or improved operation.

E. RECOMMISSIONING
During recommissioning, the tests that were performed during the original commissioning are performed again, with the goal of ensuring that the building is operating as designed or according to newer operating requirements. The development of new project documentation and testing procedures and forms is not required. However, these documents can be updated if the building and its systems and equipment have changed dramatically since the original commissioning. Recommissioning can be undertaken as an independent process in response to a specific requirement or or periodically scheduled as part of the building’s operations and maintenance program. In general, the more substantial changes that a facility goes through, the more often it should be recommissioned if a continuous commissioning program is not in place. If there are no known substantial changes to the facility and its operation, it is recommended in general that the facility be recommissioned every three to five years. An independent CxA can be hired to perform recommissioning, or the facility and O&M staff can use the existing test forms to perform recommissioning in house.

Recommissioning starts with:
- Site observation;
• Interviews with occupants;
• Analyses of energy metering data (if available);
• Review of current O&M practices and service contracts;
• Spot testing of equipment and controls; and
• Trending or electronic data logging of pressure, temperatures, power, flows, and lighting levels and use to determine current conditions (this replaces verification checks).

INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS

1. General Requirements
   In the format required, each CONSULTANT must clearly state its qualifications and explain its method for developing a constructive, effective partnership with the DISTRICT to ensure the consulting services will be performed on time and advance program objectives.

2. Evaluation
   The DISTRICT shall evaluate each CONSULTANT on the following basis, listed in no particular order of importance:

   1. Responsiveness of the SOQ and evidence of understanding District’s needs.
   2. Qualifications and expertise of the firm, team members, and sub-consultants.
   3. Prior experience in the particular project type, and the specific services to be performed.
   4. Methodology and approach to the District’s requested services.
   5. Available resources at time of project award including location of firm’s primary office and resources in relation to project location.
   6. Professional reputation for accuracy and timeliness of work, attitude working with community members, and client relationships.
   7. Competitive fee schedule provided by Consultant.

The DISTRICT reserves the right to request additional information at the DISTRICT’s sole discretion, necessary to assure that a CONSULTANT is fully qualified to perform the required consulting services.

The DISTRICT does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, gender, sexual orientation or marital status in consideration for selection.

3. Modifications to this RFQ
   The DISTRICT reserves the right to revise any part of this RFQ at any time. Modifications to this RFQ shall be made only by written addendum issued by the DISTRICT. Oral statements regarding this RFQ by any person(s) should be considered unverified information unless confirmed in writing.

The DISTRICT reserves the right to waive any irregularity, reject any or all SOQs, or cancel this RFQ. The DISTRICT further reserves the right not to contract for the services described in the RFQ.
4. **Disposition of SOQs**

All SOQ and supporting documents become property of the DISTRICT and may be returned only at the DISTRICT’s option and at the CONSULTANT’s expense. All information submitted in response to this RFQ, excluding financial and proprietary information clearly identified by the CONSULTANT as confidential, shall become public documents subject to the Public Records Act.

**ORGANIZATION OF THE STATEMENT OF QUALIFICATIONS**

The SOQ shall be organized per the following format. Organization of materials and brevity is required. The SOQ shall be indexed and tabbed per the Eight (8) tab sections noted below for easy reference. Each SOQ shall be submitted in 3 bound hard copies and include a USB flash drive for electronic viewing of the documents.

**Table of Contents**

Tab 1: Letter of Interest
Tab 2: Project Approach to Commissioning Services
Tab 3: Proposed Team Key Personnel
Tab 4: Relevant Experience including K-12 and DSA and References
Tab 5: Insurance Coverage and Limits
Tab 6: Litigation History
Tab 7: Other Relevant Information
Tab 8: Fee Schedule

- **Tab 1 – Letter of Interest:** *(No weight value – information only)*
  
  A maximum two-page letter of interest that includes a synopsis of the firm, business principles, selected consulting team members, general qualifications and distinguishing characteristics, primary contact information, and signed by the Principal in charge representing the contractual authority of the firm.

- **Tab 2 – Project Approach to Commissioning Services:** *(Weight value 20%)*

  Based upon the scope of services and project data provided in this RFQ and available supplemental data, provide a narrative description of the work to be accomplished. The overview should articulate an understanding of the DISTRICT and the DISTRICT’s needs. The overview should describe the proposed work and all applicable requirements.

- **Tab 3 – Planning Team Key Personnel:** *(Weight value 20%)*

  Include resume information for each member of the planning team. The primary contact for the CONSULTANT should be clearly defined. Identify the specific role and phase of participation anticipated for this program and highlight the unique elements/qualifications of the team. Provide background information including education, professional titles, related qualifications, specific roles in past projects, and relevant experience of all team members including any sub-CONSULTANTS.

- **Tab 4 – Relevant Experience and References:** *(Weight value 25%)*

  a. Describe how the CONSULTANT’s specific experience and professional skills in Commissioning Services would fulfill the general expectations identified in this RFQ;

  b. Demonstrate the CONSULTANT’s experience and expertise in Commissioning Services for K-12 educational entities;
c. Briefly describe any services completed for K-12 public schools projects in the last five (5) years, and include information and references, with contact names and phone numbers, that demonstrate knowledge and successful experiences;
d. Project specific experience of CONSULTANT and sub-CONSULTANTs: Describe projects completed, preferably the last three similar projects, which demonstrate the CONSULTANT’s ability to satisfy the DISTRICT’s expectations for this program.

- Tab 5 - Insurance: (Weight value Pass/Fail)
  Submit a certificate of insurance or a signed letter from the CONSULTANT’s insurance company indicating the ability to provide insurance as required in Paragraph 12 of the attached Sample Agreement for Commissioning Services.

- Tab 6 – Litigation History: (Weight value 5%)
  Submit information concerning involvement in litigation, arbitration, or mediation pertaining to any error and omissions claim filed by the CONSULTANT or against the CONSULTANT in the last ten (10) years.

- Tab 7 – Other Relevant Information: (Weight value 15%)
  At its option, CONSULTANT may include other pertinent information as follows:
  a. Describe any current, uncompleted projects, which demonstrate the CONSULTANT’s ability to satisfy the DISTRICT’s expectations for this program;
  b. Demonstrate efficient staffing and timely project completion within the allocated budget;
  c. Description of any previous involvement with the DISTRICT or any other school DISTRICTs.

- Tab 8 – Fee Schedule: (Weight value 15%)
  Include proposed hourly rates for all inspection personnel expected to be assigned to the projects. The rates should include travel to and from the project sites in the hourly rates during the project working hours and not be extra charges.

Include a proposed schedule of all tests that may be required and associated fees.

III. SECTION 3 – EVALUATION AND SELECTION:

EVALUATION PROCESS

A short list of highly qualified firms will be selected based on their ability to meet or exceed the DISTRICT’s requirement to provide the highest quality services at a reasonable cost. Once selected, firms on the short list will be recommended for award of placement on a DISTRICT eligibility list by the Board of Education. As individual projects arise, eligible firms will be requested to submit pricing and availability to the DISTRICT for consideration of a contract on a named project(s). Being on the short list does not guarantee the award of any contract and the DISTRICT reserves the right to select only one firm to perform all work related to this RFP, and determine which, if any, firm is in the DISTRICT’s best overall interest to accept.

The DISTRICT reserves the right to accept or reject any and all SOQs, or any portion or combination thereof, to contract services with whomever and in whatever manner the DISTRICT decides, to abandon the services entirely, and to waive any informality or non-substantive irregularity, as the interests of the DISTRICT may require.
The DISTRICT is not obligated to explain any deficiencies of any submitted SOQ, nor accept requests for justification from firms not selected.

Final selection of a firm(s) terms and conditions of any and all Agreements and authority to proceed with services shall be at the discretion of the DISTRICT.

The selection of the CONSULTANT will be based upon, but not limited to, the following criteria:

1. Responsiveness of the SOQ and evidence of understanding DISTRICT’s needs.
2. Qualifications and expertise of the firm, laboratory, team members, and sub-CONSULTANTs.
3. Prior experience in the particular project type, and the specific services to be performed.
4. Methodology and approach to the DISTRICT’s requested services.
5. Available resources at time of project award including location of firm’s primary office and resources in relation to project location.
6. Professional reputation for accuracy and timeliness of work, attitude working with community members, and client relationships.
7. Cost-effective and competitive fee schedule proposed by CONSULTANT.

INTERVIEWS (Optional at Discretion of DISTRICT)

Firms that submit a response to the RFQ may be invited to meet with the DISTRICT, if/as requested by the DISTRICT. The proposed key staff for services will be expected to attend the interview. The interview will be an opportunity for the DISTRICT to review the qualifications, firm history, and other matters the DISTRICT deems relevant to selecting the successful firm(s).

If an interview is scheduled, during the interview, firms will also be expected to describe its management of quality control assurance for DISTRICT services and requirements.

Following the interview(s), the Evaluation Committee intends to make recommendations to the DISTRICT’s Board of Education regarding evaluation of the candidates.

SELECTION

Discussions may, at the DISTRICT’s sole option, be conducted with responsible representatives who submit SOQs determined to be reasonably probable of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of SOQs. Revisions may be permitted after submission and before award for obtaining best and final SOQs. In conducting discussions, the DISTRICT will not disclose information derived from SOQs submitted by competing firms.

Selection of a qualified firm will be based on the criteria listed above as well as quality and completeness of the submitted SOQ, understanding of objectives, approach, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former clients and references. Additional questions may be asked of firms and interviews may be conducted.
ATTACHMENT “A”

For Reference only

SECTION 01 9113
GENERAL COMMISSIONING REQUIREMENTS
SECTION 01 9113

GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes general commissioning processes and requirements that apply to the implementation of commissioning consistent with the current version of the Collaborative for High Performance Schools (CHPS) California Criteria. Commissioning is a process of review and verification of specific building systems consisting of design and submittal reviews, contractor completed installation checklists, verification of Test and Balance values, and contractor performed functional testing which are all reviewed or witnessed by the commissioning agent (CxA).

B. Related Divisions and sections include the following:
   1. Division 01-General Requirements
   2. Division 22 - Plumbing
   3. Division 23 – Heating, Ventilating and Air Conditioning
      23 08 00 HVAC System Commissioning
   4. Division 26 – Electrical
      26 08 00 Electrical System Commissioning
      26 09 23 Lighting Control Systems

1.02 DEFINITIONS

A. Approval: Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the contract documents.

B. Basis of Design (BoD) document: A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

C. Commissioning Plan: An overall plan developed by the CxA that provides the structure, schedule and coordination for the commissioning process.

D. Commissioning Process: A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the Owner’s Project Requirements.

1. Commissioning shall:
a. Verify that the applicable equipment and systems are installed according to the contract documents, manufacturer’s recommendations and industry accepted standards and they receive adequate operational checkout by installing contractors.

b. Verify and document proper performance of equipment and systems.

c. Verify O&M documentation is complete.

d. Verify that Owner’s operations and maintenance personnel are adequately trained.

E. Construction Checklist: A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed and functional. Also see pre-functional and functional checklists.

F. Control System: A component of environmental, HVAC, security and fire systems for reporting, monitoring and issuing of commands.

G. CxA: Commissioning Authority. The entity identified by the Owner who leads, plans, and schedules and coordinates the commissioning team to implement the commissioning process.

H. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the contract documents.

I. Factory Testing: Testing of equipment on-site or at the factory by factory personnel with or without owner’s representative present.

J. Functional Testing: Generally refers to testing of a complete system and demonstrates control of equipment and the interaction of equipment or systems. Performed by the contractor and witnessed by the CxA.

K. Issues Log: A formal and ongoing record of problems or concerns and their resolution that have been raised by members of the commissioning team during the course of the commissioning process. Maintained by the CxA.

L. Owner’s Project Requirements (OPR): A collection of documents that details the functional requirements of Project and expectations of how it will be used and operated. This document includes Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

M. Owner: Project Owner or designated representative.

N. Pre-functional Checklists: Refers to checklists prepared by the CxA and provided to the contractor to document the complete installation of equipment or systems. Pre-functional checklists are completed by the contractors prior to start-up.

O. Start-up: The initial starting or activating of dynamic equipment.

P. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
Q. TAB: Testing, Adjusting, and Balancing.

R. Training Plan: A written document that details the expectations, schedule and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users and occupants.

S. Trending: The monitoring by a building management system or other electronic data gathering equipment and analyzing of the data gathered over a period of time to verify proper equipment or systems sequence of operations.

T. Verification: The process by which specific documents, components, equipment, assemblies, systems and interfaces among systems are confirmed to comply with the criteria described in the contract documents. Verification testing is performed by the contractor and witnessed by the CxA.

1.03 COMMISSIONING TEAM

A. The members of the commissioning team consist of the contracted commissioning agent (CxA), the owner’s representative/construction manager (OWNER), the general contractor (GC), the general contractor’s commissioning coordinator (CMG), the architect and design engineers (AE), the mechanical contractor (MC), the electrical contractor (EC), the controls contractor (CC), the testing and balancing contractor (TAB), the facility operating staff and any other installing subcontractors, suppliers of equipment or specialists. The contracted CxA is hired by the owner directly. The CxA directs and coordinates the project commissioning activities and the reports to the owner. All team members work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.

B. The prime contractor shall in addition to their representative also appoint a representative from each subcontractor involved in commissioned systems including mechanical, electrical, controls, Test and Balance, plumbing, building envelope, low voltage systems,

C. The owner shall appoint the CxA, facility operations and maintenance, and architect and design members to the commissioning team.

1.04 OWNER’S RESPONSIBILITIES

A. Participate in resolution of issues that may occur as a result of the commissioning process.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities including, but not limited to, the following:

1. Coordination meetings.

2. Training in operation and maintenance of systems, subsystems, and equipment.

3. Testing meetings.
4. Demonstration of operation of systems, subsystems, and equipment.

1.05 CONTRACTOR'S AND SUBCONTRACTOR’S RESPONSIBILITIES

A. Provide utility services required for the commissioning process.

B. Contractor is responsible for construction means, methods, job safety, or management function related to commissioning on the job site.

C. Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
   1. Participate in construction-phase commissioning meetings including controls coordination meeting to review and resolve any issues with the sequence of operations.
   2. Provide detailed start-up procedures.
   3. Participate in maintenance orientation and inspection.
   4. Participate in operation and maintenance training sessions.
   5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
   6. Perform quality control of all work and certify it is complete prior to request for inspection.
   7. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.

D. Contractor shall integrate all commissioning activities into Contractor’s master construction schedule.

E. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
   1. Participate in construction-phase coordination meetings.
   2. Participate in maintenance orientation and inspection.
   3. Complete pre-functional checklists for all equipment. Submit completed forms with start-up reports immediately after start up.
   4. Schedule and perform duct air leakage testing as specified in the technical specification sections with CxA as witness.
5. Provide flushing plans, disinfection reports and water treatment reports to the CxA for review.

6. Participate in pre-TAB meeting and jobsite inspections to verify TAB readiness.

7. Provide draft completed TAB report to CxA for review. CxA will identify up to 20% of TAB report for TAB contractor to demonstrate compliance to the completed TAB report.

8. Participate in procedures meeting for testing.

9. Perform point-to-point, calibration and checkout of the building automation system and provide completed report to the CxA for review.

10. Participate in final review at acceptance meeting.

11. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CxA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.

12. Provide information to the CxA for developing construction-phase commissioning plan.

13. Participate in training sessions for operation and maintenance personnel.

14. Verify that all systems function correctly by testing each mode of operation, alarm and system function.

15. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA, as specified.

16. Perform quality control of all work and certify it is complete prior to request for inspection.

17. Provide building automation systems controls trend reports as requested by the CxA as part of functional testing.

18. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.

19. Perform code required Acceptance Testing and complete related compliance documentation and certification prior to occupancy.

20. Provide updated Project Record Documents or Shop Drawings to the CxA.

21. Perform seasonal testing, at the direction of the CxA, to prove functional performance of the HVAC and controls in the opposite season.
1.06 ARCHITECT AND DESIGN ENGINEER RESPONSIBILITIES

A. Responsible for developing the construction contract documents and clarifying the design intent during the construction phase of the project.

B. Performs construction observation.

C. Contracted directly to OWNER.

1.07 CxA'S RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Prepare a Commissioning Plan. Collaborate with design team, owner, contractor and subcontractors to develop test and inspection procedures. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

C. Work with the Contractor to schedule commissioning activities. The Contractor shall integrate all commissioning activities into the master construction schedule. All parties will address scheduling issues in a timely manner in order to expedite the commissioning process.

D. Review and comment on submittals for compliance with the approved project documents and identify any potential conflicts.

E. Conduct commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five (5) workdays of the commissioning meeting.

F. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for permanent power; operation and maintenance data submittals; operation and maintenance training sessions; TAB Work; and Project completion.

G. Periodically observe and inspect construction and report progress and deficiencies. In addition to compliance with the Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.

H. Prepare Project-specific pre-functional checklists and functional test procedures checklists.

I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
J. Review and comment on operation and maintenance documentation for compliance with the Contract Documents.

K. Review Contractor’s operation and maintenance training program.

L. Prepare commissioning status reports.

M. Assemble the final commissioning documentation, including the Commissioning Report including applicable Project Record Documents.

1.08 COMMISSIONING DOCUMENTATION

A. Commissioning Plan: A document, prepared by CxA, that outlines the process, schedule, allocation of resources, and documentation requirements of the commissioning effort, and shall include, but is not limited to the following:

1. Description of the organization, layout, and content of commissioning documentation to be provided along with identification of responsible parties.

2. Identification of systems and equipment to be commissioned.

3. Description of the level of commissioning for each system

4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.

5. Identification of items that must be completed before the next operation can proceed.

6. Description of responsibilities of commissioning team members.

7. Description of observations to be made.

8. Description of requirements for operation and maintenance training, including required training materials.

9. Provide a schedule for key commissioning activities with specific dates coordinated with overall construction schedule.

10. Define the process for completing pre-functional and startup checklists for systems, subsystems, and list of specific equipment requiring these checklists.

11. Include Step-by-step procedures for Functional testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests.

B. Pre-Functional Checklists: CxA shall develop pre-functional checklists for all equipment to be commissioned.
C. Functional Performance Testing: CxA shall develop functional performance test procedures for all equipment and systems to be commissioned.

D. Site Visit Reports: CxA shall record test data, observations, and measurements on site visit forms. Photographs and other means appropriate for the application shall be included with data.

E. Test and Inspection Reports: CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

F. Commissioning Schedule: CxA shall review and provide input to the master project and construction schedules for commissioning activities.

G. Cx Issues Log: CxA shall prepare and maintain an issues log that describes installation, and performance issues that are at variance with the Contract Documents. CxA will identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1. Creating a Cx Issues Log Entry:
   a. Identify the issue with a unique numeric identifier by which the issue may be tracked.
   b. Assign a descriptive title of the issue.
   c. Identify issue date and author
   d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
   e. Identify system, subsystem, and equipment to which the issue applies.
   f. Identify location of system, subsystem, and equipment.
   g. Include information that may be helpful in diagnosing or evaluating the issue.
   h. Note recommended corrective action.
   i. Identify commissioning team member responsible for corrective action.
   j. Identify persons responding to the issue.

2. Documenting Issue Resolution:
   a. Log date issue is closed, issue may be closed and unresolved.
b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.

c. Identify changes to the Contract Documents that may require action, if any.

d. State that correction was completed and system, subsystem, and equipment are ready for retest, if applicable.

e. Identify person(s) who corrected or resolved the issue.

f. Identify person(s) documenting the issue resolution.

H. Commissioning Report: CxA shall document results of the commissioning process including performance of systems, subsystems, equipment and issues. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BoD and Contract Documents. The commissioning report shall include, but is not limited to, the following:

1. Discussion of performance of commissioned systems including any variance from OPR, BOD and the Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during Owner occupancy and operation. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.

2. Commissioning Plan.

3. Testing plans and reports.

4. Issues log.

5. Completed test checklists.

6. Listing of off-season test(s) not performed and a schedule for their completion.

I. Systems Manual: CxA shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:

1. As-built system narratives, schematics, and list of installed equipment

2. Operation and maintenance data

1.10 SUBMITTALS

A. Commissioning Plan: CxA shall submit a draft commissioning plan. Deliver one copy to Contractor and one to Owner. Present submittal in sufficient detail to evaluate data collection and arrangement process. One copy, with review
comments, will be returned to the CxA for preparation of the final commissioning plan.

B. Pre functional Checklists: CxA shall submit sample checklists and forms to Contractor and subcontractors for review and comment.

C. Functional Test Plan: CxA shall submit draft Functional Test Plan and checklists for comment. The final Functional Test Plan will be submitted and used for functional testing.

D. Site visit reports: CxA shall submit site visit reports as they are created.

E. Final Commissioning Report: CxA shall submit the draft commissioning report. One copy, with review comments, will be returned to the CxA for preparation of final submittal. The final report submittal must address previous review comments.

F. The CxA will provide appropriate contractors with a specific request for the type of submittal documentation the CxA requires facilitating the commissioning work. These requests will be integrated into the normal submittal process and protocol of the construction team. At minimum the request will include the manufacturer and model number, the manufacturer printed installation and detailed start-up procedures, sequences of operation, O&M data, performance data, any performance test procedures, control drawings and details. In addition, the factory checkout sheets or field technicians shall be submitted for review.

G. The CxA will review submittals related to the commissioned equipment and systems for conformance with the contract documents as it relates to commissioning process, to the performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of performance procedures. The CxA will notify the OWNER of items missing or areas that are not in conformance with contract documents and which require resubmission.

H. BAS Trend Reports: The controls subcontractor shall submit 1 week of trend reports with the control system in “auto” without alarms to demonstrate readiness of the BAS to proceed with functional performance testing.

I. Test and Inspection, Start-up Reports: Contractor shall submit test and inspection reports and start-up reports for review by the CxA. This includes controls calibration report, point to point report and checkout reports.
1.11 QUALITY ASSURANCE

A. Training Instructor Qualifications: Factory-authorized service representatives experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.

B. Test Equipment Calibration:
   1. Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.
   2. All test equipment required to perform start-up and initial checkout and required performance testing shall be provided by the contractor for the equipment being tested.
   3. The following minimum requirements apply if not noted in the specifications: temperature sensors and digital thermometers shall a current certified calibration to an accuracy of .5 degrees F and resolution of +/- .1 degree F; pressure sensors shall have an accuracy of +/- 2% of the value range being measured and have been calibrated within the last year. All equipment shall be calibrated per the manufacturer’s recommended intervals. Calibration tags shall be affixed or certificates readily available.

C. TAB Verification: TAB contractor shall use same equipment used to perform testing, adjusting and balancing for demonstrating 20% of the TAB report for CxA verification. Calibration certificates will be reviewed for each piece of test equipment.

1.12 COORDINATION

A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning team as needed to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pretesting Meetings: CxA shall conduct pretest meetings with the commissioning team to review startup reports, coordinate controls sequence of operations, review pretest inspection results, review testing and balancing procedures, review testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

C. Testing Coordination: CxA shall coordinate with the Owner and Contractor to plan the sequence of testing activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Contractor shall schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PRE-FUNCTIONAL CHECKLISTS AND FACTORY START UP REPORTS

A. The following procedures apply to all equipment and systems to be commissioned.

B. Pre-functional Checklists are developed by the CxA and completed by the appropriate installing contractors for all major equipment and systems being commissioned before functional testing can begin. The checklist captures equipment nameplate and characteristics data, and confirms the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The Contractor and vendors shall execute factory startup and provide the CxA with a copy of the signed and dated completed start-up checklists which will be submitted with the Pre-Functional checklists.

C. Execution of Pre-functional Checklists and Startup.

1. 4 weeks prior to start-up, sub-contractors and vendors schedule startup and checkout with the Owner, Contractor, and CxA Pre-Functional checklists will be provided to the project site by the CxA.

2. The contractor shall maintain a master copy of signed checklists.

3. The installing contractors shall update the checklists as work is completed. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.

4. The CxA shall observe, at minimum, the procedures for each piece of primary equipment, unless there are repetitive multiple units, (in which case a sampling strategy may be used as approved by the Owner).

5. The CxA will periodically review the checklists for completeness and report on progress at the Cx meetings.

D. Sensor and Actuator Calibration. All field-installed temperature, relative humidity, CO, CO₂, refrigerant, O₂, and/or pressure sensors and gages, and all actuators (dampers and valves) on all equipment shall be calibrated. Verify that all locations are appropriate and away from causes of erratic operation. Submit to the CxA through the OWNER the calibration methods and results. All test instruments shall have had a current certified calibration record. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated. Contractor to field verify all installed sensors.
1. Sensor Calibration Methods
   a. All Sensors: Verify that all sensor locations are appropriate and away from causes of erratic operation. Verify that sensors with shielded cable, are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within specifications of each other for temperature and for pressure. Tolerances for critical applications may be tighter.
   b. Sensors without Transmitters: Standard Application. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.
   c. Sensors with Transmitters: Standard Application. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.

2. Tolerances, Standard Applications (if not stated in the specifications):

<table>
<thead>
<tr>
<th>Sensor</th>
<th>Required Tolerance (+/-)</th>
<th>Sensor</th>
<th>Required Tolerance (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooling coil, chilled and condenser water temps</td>
<td>0.4F</td>
<td>Flow rates, water Relative humidity</td>
<td>4% of design 4% of design</td>
</tr>
<tr>
<td>AHU wet bulb or dew point</td>
<td>2.0F</td>
<td>Combustion flue temps</td>
<td>5.0F</td>
</tr>
<tr>
<td>Hot water coil and boiler water temp</td>
<td>1.5F</td>
<td>Oxygen or CO₂ monitor</td>
<td>0.1 % pts</td>
</tr>
<tr>
<td>Outside air, space air, duct air temps</td>
<td>0.4F</td>
<td>CO monitor</td>
<td>0.01 % pts</td>
</tr>
<tr>
<td>Watthour, voltage &amp; amperage</td>
<td>1% of design</td>
<td>Natural gas and oil flow rate</td>
<td>1% of design</td>
</tr>
<tr>
<td>Pressures, air, water and gas</td>
<td>3% of design</td>
<td>Barometric pressure</td>
<td>0.1 in. of Hg</td>
</tr>
<tr>
<td>Flow rates, air, water</td>
<td>10% of design</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. Valve and Damper Stroke Setup and Check BAS Readout: For all valve and damper actuator positions checked, verify the actual position against the BAS readout. Set pumps or fans to normal operating mode. Command valve or damper closed, visually verify that valve or damper is closed and adjust output zero signal as required. Command valve or damper open, verify position is full open and adjust output signal as required. Command valve or damper to a few intermediate positions. If actual valve or damper position doesn’t reasonably correspond, repair or replace actuator.

4. Closure for heating coil valves (NO): Set heating set point 20°F above room temperature. Observe valve open. Remove control air or power from the valve and verify that the valve stem and actuator position are as specified. Restore to normal. Set heating set point to 20°F below room temperature. Observe the valve close. Restore set points to normal.

5. Closure for cooling coil valves (NC): Set cooling set point 20°F above room temperature. Observe the valve close. Remove control air or power from the valve and verify that the valve stem and actuator position are as specified. Restore to normal. Set cooling set point to 20°F below room temperature. Observe valve open. Restore set points to normal.

E. Deficiencies, Non-Conformance and Approval in Checklists and Startup.

1. The Contractor shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CxA within two days of test completion.

2. The CxA reviews the report and reports to the Owner. The CxA shall work with the Contractor and vendors to correct and retest deficiencies or uncompleted items.

3.02 TEST and BALANCE VERIFICATION

A. Objective & Scope: The objective of TAB verification is to verify that air and water testing and balancing has been completed and all issues have been resolved prior to functional performance testing. A TAB report is required to be submitted to the CxA for review prior to scheduling verification. The CxA and the TAB contractor will meet on-site to discuss the report and walk the building to verify 20% of the total amount tested using a random sample, utilizing the same equipment that was used to perform the test and balance. Any portions that fail the testing require an additional test. Acceptable results include those that are within specified tolerance of the design values (5-10%). If more than 20% fail the testing, the report is rejected and additional balancing must be completed and a revised report submitted before this portion of functional testing is considered complete.
3.03 FUNCTIONAL PERFORMANCE TESTING

A. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the Contract Documents. Each system will be tested to verify that the system response is as designed. HVAC systems will be checked for conformance to the design sequences of operation and stable control, lighting control will be checked in each type of lighting area, security system cameras will be verified functional and able to see the correct areas. Proper system responses to such conditions as power failure, out of limit condition, equipment failure, etc. shall also be tested.

Duct air leakage tests shall be performed to ensure green and building code compliance. Point-to-point testing will be performed by controls contractor on all applicable systems, with results given to CxA prior to functional performance testing.

Development of Test Procedures: The test procedures are written by the CxA based upon the final operational sequences from available project documentation. The CxA shall develop specific test procedures and forms to verify and document proper operation of each system. Prior to execution, the CxA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection. The test procedure checklists developed by the CxA shall include the following information:

1. System and equipment or component name(s).
2. Equipment location and ID number.
3. Date.
4. Project name.
5. Participating parties.
6. Reference to the specification section describing the test requirements, if applicable.
7. Identification of control points
8. Identification of specific control points to be trended as part of the testing
9. A summary of the specific sequence of operations.
10. Prerequisites for the test.
11. Special cautions, alarm limits, etc.
13. Acceptance criteria of proper performance with a Yes / No/NA check box.
14. A section for comments.
B. Test Methods.

1. Functional testing is performed by the contractors with the method and degree of testing as defined in this specification for each system. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Contractor executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test according to the specified conditions. At completion of the test, the Contractor shall return all affected building equipment and systems to their pre-test condition.

2. Multiple identical pieces of equipment may be functionally tested using a sampling strategy. The sampling strategy will be defined in these specifications with the commissioned systems list.

C. Coordination and Scheduling: The Contractor shall provide sufficient notice to the CxA regarding their completion schedule for the pre-functional checklists and startup of all equipment and systems. The CxA will schedule functional tests through the Owners Representative and Contractor.

D. Problem Solving: The CxA will recommend solutions to problems found; however the burden of responsibility to solve, correct and retest problems is with the Contractor and Owner’s consultants.

3.04 DEFERRED TESTING

A. Unforeseen Deferred Tests: If any check or test cannot be completed due to the project completion level, required occupancy condition or other deficiency, execution of checklists and performance testing may be delayed upon approval of the CxA. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.

B. Seasonal Testing: During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system’s design) shall be completed as part of this contract. The CxA shall coordinate this activity through the OWNER. Tests will be executed, documented by the CxA and deficiencies should be corrected by the appropriate contractor/ subcontractors with the CxA witnessing. Any final adjustments to the O&M manuals and as-builts due to the testing shall be made by the contractor.

3.05 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

A. Training Preparation Conference: Before operation and maintenance training, CxA shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. Perform the following:

1. Review installed systems, subsystems, and equipment.
2. Review instructor qualifications.
3. Review instructional methods and procedures.
4. Review training module outlines and contents to ensure it meets the specific maintenance personnel requirements.
5. Review course materials (including operation and maintenance manuals).
6. Inspect and discuss locations and other facilities required for instruction.
7. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.
8. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable

3.06 COSTS OF COMMISSIONING WORK

A. The cost to the Contractor and Subcontractors to comply with the specified requirements and to support the work of the CxA shall be included in the Contractor’s and Subcontractor’s bid price.

B. If a device, piece of equipment, sequence, or system fails a test, corrections shall be made and a second test shall be performed. If the second test is not successful, then the CxA’s cost for a third test or subsequent tests shall be reimbursed to the CxA by the Contractor.

3.07 COMMISSIONED SYSTEMS

<table>
<thead>
<tr>
<th>System</th>
<th>Equipment</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC System</td>
<td>Fan Coil Units</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Condensing Units</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Heat Pumps</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Energy Recovery</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Variable Refrigerant Split Systems</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>General Exhaust</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Food Service Exhaust</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Heating Hot Water Pumps</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Hot Water Boilers</td>
<td>5</td>
</tr>
<tr>
<td>Building Management System</td>
<td>Sequences of operation, monitored points, and alarms</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Metering/monitoring devices and equipment</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Software commissioning, GUI presentation</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>commissioning, system access performance criteria, software tools/source code commissioning, instrument data sheets, middleware commissioning, Internet Protocol commissioning</td>
<td>5</td>
</tr>
<tr>
<td>System</td>
<td>Equipment</td>
<td>Note</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Electrical System</td>
<td>Sweep or scheduled lighting controls</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Day-light dimming controls</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Lighting occupancy sensors</td>
<td>3</td>
</tr>
<tr>
<td>Plumbing System</td>
<td>Domestic water heaters</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Circulating pump</td>
<td>5</td>
</tr>
<tr>
<td>Irrigation</td>
<td>Irrigation controller</td>
<td></td>
</tr>
</tbody>
</table>

**Level 1.** The CxA will periodically observe and inspect the installation of building systems and may review project documentation to verify operational requirements meet the OPR.

**Level 2.** The CxA will perform Level 1 activities and inspect, test or operate portions of the system to verify operational requirements are met. These activities will be performed independently of the contractor.

**Level 3.** The CxA will perform Level 2 activities and will witness contractor performance testing of the system. Contractor shall test up to 20% of the system to prove operational requirements are met. The test sections shall be chosen at random by the CxA to ensure uniformity of system. Failure of any test section shall require retesting of that section and an additional test section equivalent in scope. Coordination will be required to avoid impact to the construction schedule.

**Level 4.** The CxA will perform Level 2 activities and will witness contractor performance testing of the system. Contractor shall test up to 50% of the system to prove operational requirements are met. The test sections shall be chosen at random by the CxA to ensure uniformity of system. Failure of any test section shall require retesting of that section and an additional test section equivalent in scope. Coordination will be required to avoid impact to the construction schedule.

**Level 5.** The CxA will perform Level 2 activities and will witness contractor performance testing of the system. Contractor shall test up to 100% of the system to prove operational requirements are met. Failure of any test section shall require retesting of that section. Coordination will be required to avoid impact to the construction schedule.
3.08 METHODS OF TESTING

A. HVAC Systems

1. Contractor will demonstrate to the CxA that the operation of each system through all modes, alarms, and operating parameters meet the project specifications.
2. The TAB contractor will re-measure up to 20% the final TAB Report for the CxA to observe. The points to be verified will be selected by the CxA.

B. Building Management System

1. The Controls contractor will re-measure some of the points for the CxA to observe that the calibration is correct. The points to be verified will be selected by the CxA.
2. All of the user graphics interfaces and displayed operating points will be demonstrated for the CxA by the contractor.
3. Controls contractor shall manipulate the system to demonstrate that it performs all of the specified modes of operation.
4. Points selected by the CxA will be trended and submitted for review by the Controls Contractor to verify control operation and response.

C. Electrical Systems

1. Upon completion of the lighting control installation and contractor testing the CxA will verify the performance of the system by witnessing contractor demonstration of all sequences of operation.
2. Upon completion of all electrical testing and other systems commissioning, the CxA will review all test reports.

D. Plumbing Systems

1. Domestic hot water will be tested by the CxA by measuring the hot water temperature at a percentage of the fixtures along with the time it takes to reach that temperature.
2. Contractor shall demonstrate domestic hot water boilers, pumps and controls through all modes of operation and alarms.
3. Contractor shall demonstrate to the CxA that the sanitary sewer and domestic booster pump operation through all modes and alarms meets approved sequence of operations.

END OF SECTION 01 9113
ATTACHMENT “B”

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

FINANCIAL INTEREST CERTIFICATION
FINANCIAL INTEREST CERTIFICATION

I ____________________________, acting as the __________________, am an authorized representative of __________________________
(“CONSULTANT”) and do hereby certify that for the term of the agreement contemplated by this Qualification, that other than past or future contracts with the DISTRICT as an entity, no officer, contractor, subcontractor, or employee of CONSULTANT has, or shall have, any financial interest or business relationship with any individual member(s) of the DISTRICT’s governing board or staff and that no such DISTRICT board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this Qualification, or obtain any present or anticipated material benefit arising therefrom.

By: __________________________

Name: _________________________

Title: __________________________

Date: __________________________
ATTACHMENT “C”

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CONSULTANT FINGERPRINTING REQUIREMENTS
CONSULTANT FINGERPRINTING REQUIREMENTS

Commissioning Services Certification

With respect to the Agreement dated ________________ 20__ by and between the Beverly Hills Unified School District (“District”) and [INSERT NAME OF CONSULTANT] (“CONSULTANT”) for the provision of Commissioning Services, the CONSULTANT hereby certifies to the DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

CONSULTANT’s Representative               Date

CONSULTANT Exemption

Pursuant to Education Code section 45122.1, the Beverly Hills Unified School District (“District”) has determined that [INSERT NAME OF CONSULTANT] (“CONSULTANT”) is exempt from the criminal background check certification requirements for the service Agreement dated _______ by and between the DISTRICT and Architect (“Agreement”) because:

□ The CONSULTANT’s employees will have limited contact with DISTRICT students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

District Official               Date
CONSULTANT’s Sub-CONSULTANT Certification

The Beverly Hills Unified School District (“District”) entered into an agreement for Commissioning Services with __________________________ (“CONSULTANT”) on or about _____________________ (“Agreement”). This certification is submitted by __________________________, a sub-CONSULTANT to the CONSULTANT for purposes of that Agreement (“Sub-CONSULTANT”). Sub-CONSULTANT hereby certifies to the DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_________________________________________   ______________________________
Sub-CONSULTANT’s Representative   Date

CONSULTANT’s Sub-CONSULTANT Exemption

The Beverly Hills Unified School District (“District”) entered into an agreement for Commissioning Services with __________________________ (“CONSULTANT”) on or about _____________________ (“Agreement”). Pursuant to Education Code section 45122.1, the DISTRICT has determined that __________________________, a sub-CONSULTANT to the CONSULTANT for purposes of that Agreement (“Sub-CONSULTANT”), is exempt from the criminal background check certification requirements for the Agreement because:

□ The Sub-CONSULTANT’s employees will have limited contact with DISTRICT students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

_________________________________________   ______________________________
District Official   Date
ATTACHMENT “D”

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR COMMISSIONING SERVICES

SAMPLE
BEVERLY HILLS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR SERVICES

PROJECT:

COMMISSIONING SERVICES

This AGREEMENT is hereby entered into between the Beverly Hills Unified School District, hereinafter referred to as "DISTRICT," and ___________________________, hereinafter referred to as "CONSULTANT." (collectively referred to as the "PARTIES" and each individually as "PARTY").

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis.

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: CONSULTANT shall furnish to the DISTRICT the Services set forth in the Scope of Services attached as Exhibit “A” as requested by the DISTRICT (“Services”) and to be performed at ___________________________ School located at ___________________________. Beverly Hills, CA 9021 herinafter referred to as “SITE”. The CONSULTANT shall perform all Services under this AGREEMENT in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONSULTANT represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this AGREEMENT.

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on ___________________________ and will diligently perform in accordance with Exhibit “A” and Exhibit
“B” attached hereto and made a part hereof, until project completion.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT on a “TIME and MATERIAL PROFESSIONAL SERVICES” fee not to exceed __________________________ and No/Dollars ($__________.00). DISTRICT shall pay CONSULTANT according to the following terms and conditions: CONSULTANT shall submit a fully itemized statement per Exhibit “C” attached hereto and made a part hereof which shall be payable by DISTRICT within thirty (30) days of receipt.

4. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT unless authorized in writing by DISTRICT. If any terms or conditions conflict between this AGREEMENT and any Qualification, the AGREEMENT shall take precedence.

5. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials.** CONSULTANT shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

7. **Originality of Services.** CONSULTANT agrees that, if applicable, all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

Beverly Hills Unified School District
RFQ No. 19-20-002 Commissioning Services 48
8. **Originality of Services.** CONSULTANT agrees that, if applicable, all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

9. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matter. Subject to payment in full, CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and DISTRICT shall have all rights, title and interest in said matter. Notwithstanding the foregoing, DISTRICT acknowledges that the documents and work product of CONSULTANT will contain certain typical or standard details, depictions, systems, processes, instructions, and specifications regularly used in the ordinary course of its practice (“Standard Details”). CONSULTANT shall retain copyright and other reserved rights in its Standard Details and shall grant DISTRICT a license to use such Standard Details in connection with the Project. DISTRICT agrees that CONSULTANT will not have any liability for revision or addition to, alteration or deviation from the work product or use of the documents other than in connection with the Project.

10. **Termination.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

11. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of DISTRICT’s choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, CONSULTANTs or agents in connection with the performance of the CONSULTANT’s Services, this AGREEMENT, including without limitation the payment of all consequential damages, expert witness fees and attorney’s fees and other related costs and expenses; provided, however, that CONSULTANT shall not be liable for the sole established negligence, willful misconduct or active negligence of
DISTRICT. CONSULTANT shall reimburse DISTRICT and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent CONSULTANT's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT waives all rights of subrogation against the DISTRICT.

12. Insurance. Pursuant to Section 10, CONSULTANT agrees to, at its expense, procure and maintain for the duration of this AGREEMENT commercial general liability insurance with limits of One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate, automobile liability insurance with limits of One Million Dollars ($1,000,000) combined single limit, workers’ compensation insurance with limits as required by the State of California, and professional errors and omissions with limits of One Million Dollars ($1,000,000) per claim/One Million Dollars ($1,000,000) aggregate, in forms mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT.

CONSULTANT shall not commence Services under this AGREEMENT until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section and shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this section. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Upon execution of this AGREEMENT and prior to commencement of any work CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including an endorsement requiring thirty (30) day written notice of cancellation or reduction in coverage and that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the CONSULTANT’s insurance and shall not be called upon to contribute with it in any way. The insurer shall agree to waive all rights of subrogation against the DISTRICT. All insurance required by this Section shall contain standard...
separation of insureds provisions. In addition, such insurance shall not contain any special limitations on
the scope of protection afforded to the DISTRICT.

13 Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be
assigned by the CONSULTANT.

14 Compliance With Applicable Laws. The services completed herein must meet the approval of the
DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory
completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules,
regulations and ordinances that are applicable to CONSULTANT, CONSULTANT's business, and
personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of
such operations.

15 Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure
and maintain in force such permits and licenses as are required by law in connection with the furnishing
of services pursuant to this AGREEMENT.

16 Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute
the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous
understanding or agreement with respect to the services contemplated, and may be amended only by a
written amendment executed by both parties to the AGREEMENT.

17 Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in
employment of persons because of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

18 Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to
insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a
waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting
a violation of such term or condition.

19 Notice. All notices or demands to be given under this AGREEMENT by either party to the other
shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by
registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered
given when received if personally served or if mailed on the third day after deposit in any U.S. Post
Office. The address to which notices or demands may be given by either party may be changed by
written notice given in accordance with the notice provisions of this section. At the date of this
AGREEMENT, the addresses of the parties are as follows:
20. **Arbitration.** Any and all disputes arising in connection with the terms and conditions of this AGREEMENT or payment for services performed under this AGREEMENT shall be submitted to, and finally determined by, arbitration conducted in the City of Beverly Hills, California in accordance with the rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. Judgment upon the final arbitration award may be entered in any court having proper jurisdiction thereof.

21. **Severability.** If any term, condition or provision of this AGREEMENT is held to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Beverly Hills, California.

23. **Hazardous Materials.** CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the presence and/or release of such hazardous materials on the project site occurs due to the acts or omissions of the CONSULTANT.

**THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF __________________, 2019.**
EXHIBIT “A”

SCOPE OF SERVICES

Scope of Service:
EXHIBIT “B”

Schedule:
Work shall be completed as follows:
EXHIBIT “C”

COMPENSATION RATES AND REIMBURSABLE EXPENSES

TO BE NEGOTIATED
Attachments List

Statements of Qualifications documentation can be found on www.bhusd.org/bids/.

Attachment E – BHHS Bldg B1 and B2 Academics, Administration and Media Modernization Drawings via Dropbox Link
Attachment F – BHHS Bldg B3 Peters Auditorium Modernization Drawings via Dropbox Link
Attachment G – BHHS Bldg B4 Salters Theater Modernization Drawings via Dropbox Link
Attachment H – El Rodeo Modernization Drawings via Dropbox Link

 Dropbox Link: https://www.dropbox.com/sh/0vbqjq2fm68zfva/AACMJoxe19YEWyOohSaBu4Jma?dl=0

*Please note that the Dropbox link will also be accessible via the SOQ posting on the District website.