



## Quality Assurance Program (QAP)

### **Section 5.0 – NEBB Operational Procedures (Tenth Edition – May 2008)**

#### **5.1 Introduction**

5.1.1 NEBB's Quality Assurance Program will apply to all projects specified to be completed in accordance with NEBB's applicable Procedural Standards and delivered by a NEBB Certified firm in good standing. NEBB will issue Conformance Certification Certificates when called for in specifications and applied for by a NEBB Certified firm; however, the issuing of a certificate is not a requirement to seek assistance under NEBB's QAP.

5.1.2 The QAP provides NEBB customers with a single contact for prompt professional support in understanding issues that impede successful project completion and help in mediating any differences between the NEBB customer and the NEBB professional.

5.1.3 Upon request from a customer, NEBB will intervene on projects where a NEBB Certified firm is alleged to have failed to perform in accordance with NEBB Procedural Standards.

#### **5.2 Initiation of a Complaint**

5.2.1 A request for assistance may be initiated by a project's owner or his representative either in writing or via a telephone call to NEBB or to a local NEBB chapter. The request for assistance will be administered by NEBB national.

#### **5.3 Costs and Funding**

5.3.1 In the event that NEBB intervenes to correct faulty work, the NEBB Certified firm responsible for that work will either perform the required remedial work at no cost to the Owner or will reimburse NEBB the reasonable costs of having another NEBB Certified firm complete the work.

5.3.2 Administrative costs related to the QAP will be funded by fees established annually by the Board of Directors. Such fees will be dedicated solely to the QAP.

#### **5.4 Rights and Duties of the Owner**

5.4.1 The Owner must agree to cooperate with NEBB to document specific issues by:

5.4.1.1 Providing access to the building, the HVAC systems and the Building Energy Management System.

5.4.1.2 Providing copies of any reports, measurements, readings or data that help define the problem.

5.4.1.3 Providing interview access with building management, occupants and operating personnel.

5.4.1.4 Allowing NEBB's third party consultant to supervise any corrective action with a NEBB Certified firm satisfactory to NEBB.

5.4.2 The Owner must agree to participate in the mediation process.

5.4.3 Any Owner invoking NEBB's QAP to resolve a dispute between the Owner and a NEBB Certified firm by submitting a written complaint or phone call to NEBB shall expressly agree to be bound by the terms of the program, as specified from time to time, in NEBB's Operational Procedures.

5.4.4 An Owner's invocation of NEBB's QAP shall be without prejudice to the Owner's seeking relief in tort, contract or otherwise against the NEBB Certified firm for matters remaining unresolved or not remedied by the Program.

5.4.5 The owner must formally agree to the scope of work prepared by NEBB prior to initiation of corrective action.

## **5.5 Rights and Duties of NEBB**

5.5.1 NEBB will begin an appropriate investigation upon receipt of a written or verbal request for assistance. NEBB first will endeavor to resolve the issue(s) by mediation.

5.5.2 When NEBB determines an appropriate course of corrective action, NEBB will create a scope of work document that will be agreed upon and signed by both NEBB and the Owner.

5.5.3 Upon receipt of the signed scope of work document, NEBB will commit its resources to verify and/or assure compliance with applicable standards. The specific procedures to be implemented will be as further defined in paragraph 5.7.

## **5.6 Rights and Duties of NEBB Certified Firms**

5.6.1 Each NEBB Certified firm shall be bound by the terms of NEBB's QAP. Formal acknowledgement of this obligation will be a condition of certification or recertification.

5.6.2 NEBB Certified firms will cooperate with NEBB to resolve complaints by:

5.6.2.1 Furnishing, on request, copies of plans, specifications, meeting notes, reports or other documentation pertinent to the complaint.

5.6.2.2 Furnishing technicians and instrumentation as necessary to support field investigations and/or corrective action as deemed necessary by NEBB.

5.6.2.3 Cooperating fully in the mediation process as deemed appropriate by NEBB.

5.6.2.4 Furnishing appropriate certified checks, letters of credit or payment and performance bonds to guarantee satisfactory completion of all work found by NEBB to be defective.

5.6.2.5 Taking corrective action in a timely manner as directed by NEBB.

5.6.3. Refusal to cooperate with NEBB by the NEBB Certified firm will constitute grounds for suspension or decertification of the NEBB firm.

## **5.7 Issue Resolution Procedure**

5.7.1 NEBB will select a qualified, third party professional to evaluate and address all issues within seven (7) calendar days of receiving an initial complaint.

5.7.2 NEBB's qualified third party professional will promptly contact the NEBB Certified firm and the person who initiated the complaint.

5.7.3 During an initial review the NEBB third party professional may:

5.7.3.1 Review applicable plans and specifications.

5.7.3.2 Review job specific procedures and submittals.

5.7.3.3 Review applicable reports and field conditions.

5.7.3.4 Review the accuracy of field data.

5.7.3.5 Attempt to mediate a solution with the two above parties.

5.7.3.6 Take further action as deemed appropriate.

5.7.4 At the conclusion of the initial review, the third party professional will issue a written report to the NEBB Executive Vice President based on the communications and the mediation attempts with the two parties.

5.7.5 If NEBB determines that corrective action is required, NEBB will perform one or more of the following actions to resolve the issue:

5.7.5.1 Prepare a scope of work document that outlines the corrective actions that are necessary.

5.7.5.2 Secure a letter of credit, certified check or payment and performance bond from the original NEBB firm to assure successful completion of the required work.

5.7.5.3 Supervise the required remedial work by the original contractor, if the original contractor agrees to perform the work.

5.7.5.4 Select an alternate NEBB Certified firm to redo the defective work at no cost to the owner if the original firm refused to do the work.

5.7.6 NEBB will consider disciplinary action as appropriate based on performance and response of the original NEBB Certified firm.

## **5.8 Program Limitations**

5.8.1 NEBB will, in no event, assume liability for damages suffered by a customer or any other person attributable to the failure of a NEBB Certified firm to complete contractual obligations in accordance with applicable documents.

5.8.2 The QAP will not apply to or address any contractual issues other than those related to compliance with NEBB Procedural Standards.

5.8.3 NEBB will not intervene if substantive changes to the systems are initiated or if corrective action is taken by anyone other than the original NEBB Certified firm prior to the completion of NEBB's investigations.

5.8.4 The customer must cooperate with NEBB and the NEBB Certified firm involved to effect appropriate resolution in order for the QAP to be in effect.

5.8.5 The program will not be in effect if the customer does not allow NEBB to supervise the corrective work with contractors of NEBB's choice.

5.8.6 NEBB will not intervene if the complaint is filed with NEBB later than six (6) months from the date when deficiencies were first identified or later than twelve (12) months after substantial completion.

5.8.7 This program is not in effect for any projects that do not require the project to be completed per NEBB Procedural Standards.

5.8.8 If NEBB determines that the original issues were primarily the result of improper design, improper installation or system deficiencies over which the NEBB Certified firm had no control, NEBB may decline to intervene.

## **5.9 Appeals**

5.9.1 If the NEBB Certified firm disagrees with NEBB's decision and refuses to complete the corrective work, the NEBB Certified firm may appeal the decision in arbitration. However, NEBB will retain another NEBB Certified firm to complete the work at no cost to the Owner and will seek reimbursement for the cost of the remedial work from the original NEBB Certified firm.

5.9.2 If the NEBB customer disagrees with any of NEBB's rulings, the customer may dismiss NEBB and seek other remedies.

5.9.3 If the project is sent to arbitration by the NEBB Certified firm, the arbitration process will involve NEBB and the NEBB Certified firm in cases of improper NEBB Certified firm work. Both NEBB and the NEBB Certified firm agree that the NEBB customer will not be required to participate in the arbitration process between NEBB and the NEBB Certified firm.