

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 28<sup>th</sup> day of April, 2021, by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "SANITATION DISTRICT", and AECOM TECHNICAL SERVICES, INC., for purposes of this AGREEMENT hereinafter referred to as "CONSULTANT". The SANITATION DISTRICT and CONSULTANT are referred to herein collectively as the "Parties" or individually as a "Party."

### WITNESSETH:

WHEREAS, the SANITATION DISTRICT desires to engage a consultant for **Headquarters Complex at Plant No. 1, Construction Management Services, Contract No. P1-128A**, to provide professional services and provide services for the engineering construction management of vertical building construction with elements of a mass timber hybrid structure and all of the elements needed for a building of that type; and,

WHEREAS, CONSULTANT is qualified to provide the necessary services in connection with these requirements and has agreed to provide the necessary professional services; and,

WHEREAS, the SANITATION DISTRICT has adopted procedures for the selection of professional services and has proceeded in accordance with said procedures to select a CONSULTANT to perform this work; and,

WHEREAS, at its regular meeting on April 28, 2021 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this AGREEMENT between the SANITATION DISTRICT and CONSULTANT.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the parties in carrying out the terms of this AGREEMENT, it is mutually agreed as follows:

#### **1. SCOPE OF WORK**

CONSULTANT agrees to furnish necessary professional services to accomplish those project elements outlined in the Scope of Work attached hereto as "Attachment A", and by this reference made a part of this AGREEMENT.

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and completeness and coordination of the work and services furnished by the CONSULTANT under this AGREEMENT, including the work performed by its Subconsultants. Where approval by the SANITATION DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all applicable laws, regulations, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the CONSULTANT or its Subconsultants.
- B. CONSULTANT is responsible for the quality of work prepared under this AGREEMENT and shall ensure that all work is performed to the highest industry

standards for clarity, uniformity, and completeness. CONSULTANT shall timely respond to all comments, suggestions, and recommendations from the SANITATION DISTRICT. All comments from the SANITATION DISTRICT, or its agent, shall be incorporated into the work or addressed, in writing, as to why the comment(s) has/have not been incorporated. CONSULTANT shall ensure that each document prepared is 100% accurate for the level of work submitted (i.e. correct references, terms, capitalization or equal status, spelling, punctuation, etc.).

- C. In the event that CONSULTANT's services and/or work product(s) is not to the satisfaction of the SANITATION DISTRICT and/or does not conform to the requirements of this AGREEMENT or the applicable industry standards, the CONSULTANT shall, without additional compensation, promptly correct or revise any errors or deficiencies in its work product(s) within the timeframe specified by the Project Manager. The SANITATION DISTRICT may charge to CONSULTANT all costs, expenses and damages associated with any such corrections or revisions.
- D. Electronic files shall conform to the SANITATION DISTRICT specifications. Any changes to these specifications by the CONSULTANT are subject to review and require advance written approval of the SANITATION DISTRICT.

Electronic files shall be subject to an acceptance period of thirty (30) calendar days during which the SANITATION DISTRICT shall perform appropriate reviews. CONSULTANT shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to the SANITATION DISTRICT.

- E. All professional services performed by the CONSULTANT, including, but not limited to, all drafts, data, correspondence, proposals, and reports compiled or composed by the CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the SANITATION DISTRICT, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the SANITATION DISTRICT. This provision does not apply to information that (a) was publicly known, or otherwise known to the CONSULTANT, at the time that it was disclosed to the CONSULTANT by the SANITATION DISTRICT, or (b) subsequently becomes publicly known to the CONSULTANT other than through disclosure by the SANITATION DISTRICT.

## 2. COMPENSATION

Total compensation shall be paid to CONSULTANT for services in accordance with the following provisions:

- A. Total Compensation

Total compensation shall be in an amount not to exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000). Total compensation to CONSULTANT including burdened labor (salaries plus benefits), overhead, profit, direct costs, and Subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "E" - Fee Proposal.

B. Labor

As a portion of the total compensation to be paid to CONSULTANT, the SANITATION DISTRICT shall pay to CONSULTANT a sum equal to the burdened salaries (salaries plus benefits) actually paid by CONSULTANT charged on an hourly-rate basis to this project and paid to the personnel of CONSULTANT. Upon request of the SANITATION DISTRICT, CONSULTANT shall provide the SANITATION DISTRICT with certified payroll records of all employees' work that is charged to this project.

C. Overhead

As a portion of the total compensation to be paid to CONSULTANT, the SANITATION DISTRICT shall compensate CONSULTANT and Subconsultants for overhead at the rate equal to the percentage of burdened labor as specified in Attachment "E" - Fee Proposal.

D. Profit

Profit for CONSULTANT and Subconsultants shall be a percentage of consulting services fees (Burdened Labor and Overhead). When the consulting or subconsulting services amount is \$250,000 or less, the maximum Profit shall be 10%. Between \$250,000 and \$2,500,000, the maximum Profit shall be limited by a straight declining percentage between 10% and 5%. For consulting or subconsulting services fees with a value greater than \$2,500,000, the maximum Profit shall be 5%. Addenda shall be governed by the same maximum Profit percentage after adding consulting services fees.

As a portion of the total compensation to be paid to CONSULTANT and Subconsultants, the SANITATION DISTRICT shall pay profit for all services rendered by CONSULTANT and Subconsultants for this project according to Attachment "E" - Fee Proposal.

E. Subconsultants

For any Subconsultant whose fees for services are greater than or equal to \$100,000 (excluding out-of-pocket costs), CONSULTANT shall pay to Subconsultant total compensation in accordance with the Subconsultant amount specified in Attachment "E" - Fee Proposal.

For any Subconsultant whose fees for services are less than \$100,000, CONSULTANT may pay to Subconsultant total compensation on an hourly-rate basis per Attachment "J" – Minor Subconsultant Hourly Rate Schedule and as specified in the Scope of Work. The SANITATION DISTRICT shall pay to CONSULTANT the actual costs of Subconsultant fees and charges in an amount not to exceed the sum set forth in Attachment "E" - Fee Proposal.

F. Direct Costs

The SANITATION DISTRICT shall pay to CONSULTANT and Subconsultants the actual costs of permits and associated fees, travel, and licenses for an amount not to exceed the sum set forth in Attachment “E” - Fee Proposal. The SANITATION DISTRICT shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of the SANITATION DISTRICT. Upon request, CONSULTANT shall provide to the SANITATION DISTRICT receipts and other documentary records to support CONSULTANT’s request for reimbursement of these amounts, see Attachment “D” - Allowable Direct Costs. All incidental expenses shall be included in overhead pursuant to Section 2 - COMPENSATION above.

G. Other Direct Costs

Other Direct Costs incurred by CONSULTANT and its Contractor due to modifications in scope of work resulting from field investigations and field work required by Contract. These items may include special equipment, test equipment and tooling and other materials and services not previously identified. Refer to attachment “D” Allowable Direct Costs for payment information.

H. Reimbursable Direct Costs

The SANITATION DISTRICT will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment “D” - Allowable Direct Costs to this AGREEMENT. The reimbursement of the above-mentioned expenses will be based on an “accountable plan” as considered by Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a “per diem” component approved by IRS. The most recent schedule of the per diem rates utilized by the SANITATION DISTRICT can be found on the U.S. General Service Administration website at <http://www.gsa.gov/portal/category/104711#>.

The CONSULTANT shall be responsible for the most economical and practical means or management of reimbursable costs inclusive but not limited to travel, lodging and meals arrangements. The SANITATION DISTRICT shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or “per diem” as deemed the most practical.

CONSULTANT shall be responsible for returning to the SANITATION DISTRICT any excess reimbursements after the reimbursement has been paid by the SANITATION DISTRICT.

Travel and travel arrangements – Any travel involving airfare, overnight stays or multiple day attendance must be approved by the SANITATION DISTRICT in advance.

Local Travel is considered travel by the CONSULTANT within the SANITATION DISTRICT geographical area which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial, and Kern Counties. Automobile mileage is reimbursable if CONSULTANT is required to utilize personal vehicle for local travel.

Lodging – Overnight stays will not be approved by the SANITATION DISTRICT for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of the SANITATION DISTRICT based on reasonableness of meeting schedules and the amount of time required for travel by the CONSULTANT. Such determination will be made on a case-by-case basis and at the discretion of the SANITATION DISTRICT.

Travel Meals – Per-diem rates as approved by IRS shall be utilized for travel meals reimbursements. Per diem rates shall be applied to meals that are appropriate for travel times. Receipts are not required for the approved meals.

Additional details related to the reimbursement of the allowable direct costs are provided in the Attachment “D” - Allowable Direct Costs of this AGREEMENT.

I. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT’s Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the AGREEMENT, including approved additional compensation, CONSULTANT shall notify the SANITATION DISTRICT immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the SANITATION DISTRICT’s authorized representative shall be at CONSULTANT’s own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT’s invoice and monthly progress report. Failure to notify the SANITATION DISTRICT that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this AGREEMENT.

**3. REALLOCATION OF TOTAL COMPENSATION**

The SANITATION DISTRICT, by its Director of Engineering, shall have the right to approve a reallocation of the incremental amounts constituting the Total Compensation, provided that the Total Compensation is not increased.

**4. PAYMENT**

A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period, in a format acceptable to the SANITATION DISTRICT. CONSULTANT shall warrant and certify the accuracy

of these costs and provide all support documentation required by the SANITATION DISTRICT. CONSULTANT understands that submitted costs are subject to Section 12 Audit Provisions.

- B. CONSULTANT will submit monthly statements covering services and/or work performed for payment for those items included in Section 2 hereof no later than the second Wednesday of the following month and in the format required by the SANITATION DISTRICT. The format must include, as a minimum: 1) current billing period invoicing, 2) current billing period "total percent invoiced to date", 3) future activities, 4) previous billing period "total invoiced to date", 5) potential items that are not included in the Scope of Work, 6) concerns and possible delays, 7) percentage of completion to date, and 8) budget status and amount remaining. Such requests shall be accompanied by such supporting data as may be required by the SANITATION DISTRICT.

Upon approval of such payment request by the SANITATION DISTRICT, payment shall be made to CONSULTANT as soon as practicable of one hundred percent (100%) of the invoiced amount.

If the SANITATION DISTRICT determines that the work under this AGREEMENT or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the SANITATION DISTRICT's Director of Engineering to be adequate for the protection of the SANITATION DISTRICT; or
- ii. The percentage of the work accomplished for each project element,

The SANITATION DISTRICT may, at the discretion of the Director of Engineering, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for the Project in its entirety.

- C. CONSULTANT may submit periodic payment requests for each 30-day period of this AGREEMENT for the profit as set forth in Section 2 - COMPENSATION above. Said profit payment request shall be proportionate to the work actually accomplished to date on a per-project-element basis. In the event the SANITATION DISTRICT's Director of Engineering determines that no satisfactory progress has been made since the prior payment, or in the event of a delay in the work progress for any reason, the SANITATION DISTRICT shall have the right to withhold any scheduled proportionate profit payment.
- D. Upon satisfactory completion by CONSULTANT of the work called for under the terms of this AGREEMENT, and upon acceptance of such work by the SANITATION DISTRICT, CONSULTANT will be paid the unpaid balance of any money due for such work based on the monthly statements, including any retained percentages relating to this portion of the work.

- E. Upon satisfactory completion of the work performed hereunder and prior to final payment under this AGREEMENT for such work, or prior settlement upon termination of this AGREEMENT, and as a condition precedent thereto, CONSULTANT shall execute and deliver to the SANITATION DISTRICT a release of all claims against the SANITATION DISTRICT arising under or by virtue of this AGREEMENT other than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- F. Pursuant to the California False Claims Act (Government Code sections 12650-12655), any CONSULTANT that knowingly submits a false claim to the SANITATION DISTRICT for compensation under the terms of this AGREEMENT may be held liable for treble damages and up to a \$10,000 civil penalty for each false claim submitted. This section shall also be binding on all Subconsultants.

A CONSULTANT or Subconsultant shall be deemed to have submitted a false claim when the CONSULTANT or Subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the SANITATION DISTRICT a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the SANITATION DISTRICT; (c) conspires to defraud the SANITATION DISTRICT by getting a false claim allowed or paid by the SANITATION DISTRICT; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to the SANITATION DISTRICT; or (e) is a beneficiary of an inadvertent submission of a false claim to the SANITATION DISTRICT, and fails to disclose the false claim to the SANITATION DISTRICT within a reasonable time after discovery of the false claim.

## **5. PREVAILING WAGES**

- A. To the extent CONSULTANT intends to utilize employees who will perform work during the contract, as more specifically defined under Labor Code Section 1720, CONSULTANT shall be subject to prevailing wage requirements with respect to such employees.

## **6. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION AND RECORD OF WAGES**

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to SANITATION DISTRICT and/or general public upon request, provided the public request is made through SANITATION DISTRICT, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

## **7. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE**

- A. Ownership of Documents for the Professional Services performed.

All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or Professional Services, shall be the property of the SANITATION DISTRICT. The SANITATION DISTRICT's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The SANITATION DISTRICT ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's Professional Services are terminated: a) by the completion of the AGREEMENT, or b) in accordance with other provisions of this AGREEMENT. Notwithstanding any other provision of this paragraph or AGREEMENT, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

- B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the study or deliverable where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

## **8. INSURANCE**

- A. General
  - i. Insurance shall be issued and underwritten by insurance companies acceptable to the SANITATION DISTRICT.



- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the SANITATION DISTRICT will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the SANITATION DISTRICT's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the SANITATION DISTRICT will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by the SANITATION DISTRICT or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this AGREEMENT.

**B. General Liability**

The CONSULTANT shall maintain during the life of this AGREEMENT, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) aggregate. Said insurance shall include coverage for the following hazards: Premises-Operations, blanket contractual liability (for this AGREEMENT), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by SANITATION DISTRICT and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the General Liability policy and coverage must be reflected on the submitted Certificate of Insurance.

**C. Umbrella Excess Liability**

The minimum limits of general liability and Automotive Liability Insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automotive liability.

**D. Automotive/Vehicle liability Insurance**

The CONSULTANT shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, Five Hundred Thousand Dollars (\$500,000) per person for bodily injury, One Million Dollars (\$1,000,000) per accident for bodily injury and Five

Hundred Thousand Dollars (\$500,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of One Million Dollars (\$1,000,000) in a form acceptable by the SANITATION DISTRICT.

F. Worker's Compensation Insurance

The CONSULTANT shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the SANITATION DISTRICT. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this AGREEMENT, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) with limits in accordance with the provisions of this Paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this AGREEMENT, and for a period of five (5) years from the date of the completion of the services hereunder.

In the event of termination of said policy during this period, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of this AGREEMENT. Said coverage shall be evidenced by either a new policy evidencing no gap in coverage or by separate extended "tail" coverage with the present or new carrier.

In the event the present policy of insurance is written on an "occurrence" basis, said policy shall be continued in full force and effect during the term of this AGREEMENT or until completion of the services provided for in this AGREEMENT, whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the term of this AGREEMENT.

CONSULTANT shall provide to the SANITATION DISTRICT a certificate of insurance in a form acceptable to the SANITATION DISTRICT indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term.

H. Proof of Coverage

The CONSULTANT shall furnish the SANITATION DISTRICT with original certificates and amendatory endorsements effecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by the SANITATION DISTRICT before work commences. The SANITATION DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required, at any time. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 (5/2010) or equivalent.
- Additional Insurance (General Liability) (ISO Form) CG2010 11 85 or  
The combination of (ISO Forms)  
CG 2010 10 01 and CG 2037 10 01  
  
All other Additional Insured endorsements must be submitted for approval by the SANITATION DISTRICT, and the SANITATION DISTRICT may reject alternatives that provide different or less coverage to the SANITATION DISTRICT.
- Additional Insured (Auto Liability) Submit endorsement provided by carrier for the SANITATION DISTRICT approval.
- Waiver of Subrogation State Compensation Insurance Fund Endorsement No. 2570 or equivalent.
- Cancellation Notice State Compensation Insurance Fund Endorsement No. 2065 or equivalent.

I. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The Cancellation Section of ACORD Form 25 (5/2010) shall state the required thirty (30) days' written notification. The policy shall not terminate, nor shall it be cancelled, nor the coverage reduced until thirty (30) days after written notice is given to the SANITATION DISTRICT except for nonpayment of premium, which shall require not less than ten (10) days written notice to the

SANITATION DISTRICT. Should there be changes in coverage or an increase in deductible or SIR amounts, the CONSULTANT and its insurance broker/agent shall send to the SANITATION DISTRICT a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be sent to the attention of Risk Management, and shall be received by the SANITATION DISTRICT not less than thirty (30) days prior to the effective date of the change(s) if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the SANITATION DISTRICT.

J. Primary Insurance

All liability policies shall contain a Primary and Non-Contributory Clause. Any other insurance maintained by the SANITATION DISTRICT shall be excess and not contributing with the insurance provided by CONSULTANT.

K. Separation of Insured

All liability policies shall contain a "Separation of Insureds" clause.

L. Non-Limiting (if applicable)

Nothing in this document shall be construed as limiting in any way, nor shall it limit the indemnification provision contained in this AGREEMENT, or the extent to which CONSULTANT may be held responsible for payment of damages to persons or property.

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to the SANITATION DISTRICT on the Certificate of Insurance. All deductibles and/or self-insured retentions require approval by the SANITATION DISTRICT. At the option of the SANITATION DISTRICT, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the SANITATION DISTRICT; or the CONSULTANT shall provide a financial guarantee satisfactory to the SANITATION DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

Liability policies shall have a provision that defense costs for all insureds and additional insureds are paid in addition to and do not deplete any policy limits.

O. Subconsultants

The CONSULTANT shall be responsible to establish insurance requirements for any Subconsultant hired by the CONSULTANT. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

P. Limits Are Minimums

If the CONSULTANT maintains higher limits than any minimums shown above, then SANITATION DISTRICT requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

**9. SCOPE CHANGES**

In the event of a change in the Scope of Work or a change in the proposed Project, as requested by the SANITATION DISTRICT, the Parties hereto shall execute an Amendment to this AGREEMENT setting forth with particularity all terms of the new AGREEMENT, including, but not limited to any additional CONSULTANT's fees.

**10. PROJECT TEAM AND SUBCONSULTANTS**

CONSULTANT shall provide to SANITATION DISTRICT, prior to execution of this AGREEMENT, the names and full description of all Subconsultants and CONSULTANT's project team members anticipated to be used on this Project under this AGREEMENT by CONSULTANT. CONSULTANT shall include a description of the work and services to be done by each Subconsultant and each of CONSULTANT's Project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant, broken down as indicated in Section 2-COMPENSATION.

There shall be no substitution of the listed Subconsultants and CONSULTANT's project team members without prior written approval by the SANITATION DISTRICT.

**11. ENGINEERING REGISTRATION**

The CONSULTANT's personnel and Subconsultants are comprised of registered engineers and a staff of specialists and draftsmen in each department. The firm itself is not a registered engineer but represents and agrees that wherever, in the performance of this AGREEMENT, the services of a registered engineer is required, such services hereunder will be performed under the direct supervision of registered engineers who are registered in California.

**12. AUDIT PROVISIONS.**

- A. SANITATION DISTRICT retains the reasonable right to access, review, examine, and audit, any and all books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this AGREEMENT. The CONSULTANT shall include the SANITATION DISTRICT's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. SANITATION DISTRICT retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that the SANITATION DISTRICT determines are necessary to discover and verify all

direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this AGREEMENT during the term of this AGREEMENT and for a period of three (3) years after its termination.

- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and the SANITATION DISTRICT's policy. The CONSULTANT shall make available to the SANITATION DISTRICT for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from the SANITATION DISTRICT. Upon SANITATION DISTRICT's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to the SANITATION DISTRICT. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist SANITATION DISTRICT's auditor in obtaining all Project related accounting records and documents, and any other financial data.

### **13. LEGAL RELATIONSHIP BETWEEN PARTIES**

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to transform CONSULTANT, its staff, independent contractors, or Subconsultants into employees of the SANITATION DISTRICT. CONSULTANT'S staff performing services under the AGREEMENT shall at all times be employees and/or independent contractors of CONSULTANT. CONSULTANT shall monitor and control its staff and pay wages, salaries, and other amounts due directly to its staff in connection with the AGREEMENT. CONSULTANT shall be responsible for hiring, review, and termination of its staff and shall be accountable for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

### **14. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

ORANGE COUNTY SANITATION DISTRICT  
10844 Ellis Avenue  
Fountain Valley, CA 92708-7018  
Attention: Diane Marzano, Senior Contracts Administrator  
Copy: Dean Fisher, Engineering Manager (Project Manager)

CONSULTANT:

AECOM TECHNICAL SERVICES, INC.  
999 W. Town and Country Road  
Orange, CA 92868  
Attention: Keith Kajiya, Vice President and Principal-in-Charge

All communication regarding the Scope of Work, will be addressed to the Project Manager. Direction from other SANITATION DISTRICT staff must be approved in writing by the SANITATION DISTRICT's Project Manager prior to action from the CONSULTANT.

## **15. TERMINATION**

The SANITATION DISTRICT may terminate this AGREEMENT at any time, without cause, upon giving thirty (30) days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination.

CONSULTANT shall be permitted to terminate this AGREEMENT upon thirty (30) days written notice only if CONSULTANT is not compensated for billed amounts in accordance with the provisions of this AGREEMENT, when the same are due.

Notice of termination shall be mailed to the SANITATION DISTRICT at the address listed in Section 14 - NOTICES.

## **16. DOCUMENTS AND STUDY MATERIALS**

The documents and study materials for this Project shall become the property of the SANITATION DISTRICT upon the termination or completion of the work.

CONSULTANT agrees to furnish to the SANITATION DISTRICT copies of all memoranda, correspondence, electronic materials, computation and study materials in its files pertaining to the work described in this AGREEMENT, which is requested in writing by the SANITATION DISTRICT.

## **17. COMPLIANCE**

### **A. Labor**

CONSULTANT certifies by the execution of this AGREEMENT that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

### **B. Air Pollution**

CONSULTANT and its subconsultants and subcontractors shall comply with all applicable federal, state, and local air pollution control laws and regulations.

## **18. AGREEMENT EXECUTION AUTHORIZATION**

Both the SANITATION DISTRICT and CONSULTANT do covenant that each individual executing this document by and on behalf of each Party is a person duly authorized to execute this AGREEMENT for that Party.

## **19. DISPUTE RESOLUTION**

In the event of a dispute arising between the parties regarding performance or interpretation of this AGREEMENT, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

## **20. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS**

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

## **21. WARRANTY**

CONSULTANT shall perform its services in accordance with generally accepted industry and professional standards. If, within the 12-month period following completion of its services, the SANITATION DISTRICT informs CONSULTANT that any part of the services fails to meet those standards, CONSULTANT shall, within the time prescribed by the SANITATION DISTRICT, take all such actions as are necessary to correct or complete the noted deficiency(ies).

## **22. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by the SANITATION DISTRICT, which approval shall not be unreasonably withheld), protect and hold harmless the SANITATION DISTRICT and all of SANITATION DISTRICT's officers, directors, employees, CONSULTANT's, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and the SANITATION DISTRICT's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this AGREEMENT to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

(A) the active negligence or willful misconduct of the Indemnified Parties; or

(B) a natural disaster or other act of God, such as an earthquake; or



(C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

Exceptions (A) through (B) above shall not apply, and CONSULTANT shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder.

CONSULTANT's liability for indemnification hereunder is in addition to any liability CONSULTANT may have to the SANITATION DISTRICT for a breach by CONSULTANT of any of the provisions of this AGREEMENT. Under no circumstances shall the insurance requirements and limits set forth in this AGREEMENT be construed to limit CONSULTANT's indemnification obligation or other liability hereunder. The terms of this AGREEMENT are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this AGREEMENT.

### **23. DUTY TO DEFEND**

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONSULTANT and shall be consistent with Civil Code section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to CONSULTANT. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then the SANITATION DISTRICT will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such claims.

CONSULTANT's indemnification obligation hereunder shall survive the expiration or earlier termination of this AGREEMENT until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

### **24. COMPLIANCE WITH SANITATION DISTRICT POLICIES AND PROCEDURES**

CONSULTANT shall comply with all SANITATION DISTRICT policies and procedures including the Contractor Safety Standards, as applicable, all of which may be amended from time to time.

## **25. CLOSEOUT**

When the SANITATION DISTRICT determines that all Work authorized under the AGREEMENT is fully complete and that the SANITATION DISTRICT requires no further work from CONSULTANT, or the AGREEMENT is otherwise terminated or expires in accordance with the terms of the AGREEMENT, the SANITATION DISTRICT shall give the Consultant written notice that the AGREEMENT will be closed out. CONSULTANT shall submit all outstanding billings, work submittals, deliverables, reports, or similarly related documents as required under the AGREEMENT within thirty (30) days of receipt of notice of AGREEMENT closeout.

Upon receipt of CONSULTANT's submittals, the SANITATION DISTRICT shall commence a closeout audit of the AGREEMENT and will either:

- i. Give the CONSULTANT a final AGREEMENT Acceptance: or
- ii. Advise the CONSULTANT in writing of any outstanding item or items which must be furnished, completed, or corrected at the CONSULTANT's cost.

CONSULTANT shall be required to provide adequate resources to fully support any administrative closeout efforts identified in the AGREEMENT. Such support must be provided within the timeframe requested by the SANITATION DISTRICT.

Notwithstanding the final AGREEMENT acceptance, the CONSULTANT will not be relieved of its obligations hereunder, nor will the CONSULTANT be relieved of its obligations to complete any portions of the work, the non-completion of which were not disclosed to the SANITATION DISTRICT (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise), and the CONSULTANT shall remain obligated under all those provisions of the AGREEMENT which expressly or by their nature extend beyond and survive final AGREEMENT Acceptance.

Any failure by the SANITATION DISTRICT to reject the work or to reject the CONSULTANT's request for final AGREEMENT Acceptance as set forth above shall not be deemed to be acceptance of the work by the SANITATION DISTRICT for any purpose nor imply acceptance of, or AGREEMENT with, the CONSULTANT's request for final AGREEMENT Acceptance.

## **26. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire understanding and AGREEMENT between the Parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, this AGREEMENT has been executed in the name of the SANITATION DISTRICT, by its officers thereunto duly authorized, and CONSULTANT as of the day and year first above written.

**CONSULTANT: AECOM TECHNICAL SERVICES, INC.**

By \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title

**ORANGE COUNTY SANITATION DISTRICT**

By \_\_\_\_\_  
David John Shawver  
Board Chairman  
Date \_\_\_\_\_

By \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board  
Date \_\_\_\_\_

By \_\_\_\_\_  
Ruth Zintzun  
Purchasing & Contracts Manager  
Date \_\_\_\_\_

- Attachments: Attachment "A" – Scope of Work  
Attachment "B" – Labor Hour Matrix  
Attachment "C" – Not Attached  
Attachment "D" – Allowable Direct Costs  
Attachment "E" – Fee Proposal Form  
Attachment "F" – Not Used  
Attachment "G" – Cost Matrix  
Attachment "H" – Not Attached  
Attachment "I" – Not Attached  
Attachment "J" – Minor Subconsultant Hourly Rate Schedule  
Attachment "K" – Contractor Safety Standards

DM:ms

# **ATTACHMENT “A”**

## **SCOPE OF WORK**

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# **1. PROJECT REQUIREMENTS**

## **1.0 SUMMARY**

### **1.0.1 PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES**

Provide professional construction management (CM) services for Project P1-128A, Headquarters Complex at Plant No. 1 throughout the duration of project construction, commissioning, and close-out. Services shall include all needed project management, resident engineering, field engineering, special testing and inspection, document control, and photographic and video documentation as detailed herein.

### **1.0.2 PROFESSIONAL LICENSING REQUIREMENTS**

All staff working on this project shall be appropriately licensed and/or certified to perform the associated work tasks. Attention is directed to the project's special inspection and testing requirements noted herein.

## **1.1 GENERAL PROJECT DESCRIPTION**

The Orange County Sanitation District (OCSD) will construct Project P1-128A, Headquarters Complex at Plant No. 1 on the north side of Ellis Avenue between Pacific Street and Bandilier Circle. The project's construction cost estimate is \$103 million. Current design documents (plans and specifications) are provided as Exhibit 1 – P1-128A, Headquarters Complex at Plant No. 1 Plans and Specifications.

The Project includes a new 110,000-square foot, three-story Headquarters Building that consists of a lobby, Board Room, and administrative offices. The project will also include a painted steel, open-air pedestrian bridge over Ellis Avenue connecting the second floor of the building to stairs and an elevator within the secure perimeter of OCSD's Plant No. 1.

The site combines five parcels with a total area of approximately 5-acres and will have 261 surface parking spaces. The project will construct a public entrance plaza, an exhibit plaza, and a landscaped employee courtyard. All but one of the existing buildings on the site are being demolished under an active construction contract, while the remaining building will be demolished under the Headquarters Complex construction contract.

### **1.1.1 ARCHITECTURAL**

The building envelope system consists primarily of silicon-glazed unitized curtain wall systems at the North and South elevations, and a terracotta rainscreen system at the East and West elevations. Aluminum sunshade blades will provide passive solar shading on the south facing elevations.

### **1.1.2 STRUCTURAL**

The foundation is a deep foundation system consisting of cast-in-drilled-hole caissons (CIDH), grade beams and a two-way floor slab.

The building structure will utilize glued-laminated timber (glulam) beams and columns for vertical loads, cross-laminated timber (CLT) for elevated floor slabs, and structural steel for seismic and lateral loads. Wood columns and steel bracing will be exposed. CLT slabs will be covered by 2-inches of lightweight concrete but shall be exposed on the lower side.

### **1.1.3 MECHANICAL**

The HVAC system for the office portions of the building will utilize 4-pipe active chilled beams (ACB) to provide heating and cooling. The HVAC system for the high-ceiling lobby will be a radiant floor using chilled water for cooling and hot water for heating. The HVAC system for the board room and associated conference room will be conventional air distribution from overhead ductwork and an air handling unit.

Roof-mounted dedicated outside air system (DOAS) units will supply ventilation air to all areas. Roof-mounted air-cooled chillers are utilized for cooling while heating hot water will be provided from Plant No. 1 via 4-inch and 6-inch hot water pipes from the Central Generation system - these pipes will require routing across Ellis Avenue.

#### **1.1.4 ELECTRICAL**

Electrical power for the building will be from the OCSD Plant No. 1 12kV distribution system and will not be a direct connect to Southern California Edison (SCE). These 12KV ductbanks and cable will need to be routed across Ellis Avenue along with communications fiber optics for networking of the Building. A solar photo-voltaic system is being installed consisting of a 144kW roof-top array and a 215kW parking lot array.

There are existing SCE 12kV overhead power lines and overhead data lines on the south side of Ellis Avenue that conflict with the pedestrian bridge. One span of these lines, between two poles, will be relocated underground in Ellis Avenue and this work will need careful coordination with the bridge and building work. There are also 66kV overhead power lines on the same poles that have been deemed high enough, providing a safe overhead clearance to the pedestrian bridge, allowing them to remain in place.

#### **1.1.5 COORDINATION WITH OTHER PROJECTS**

The following projects may impact or require coordination with this project:

- A. P1-128C, Headquarters Complex Site Preparation. This project includes the demolition of four existing building from the new Headquarters Complex project site. In addition, P1-128C includes the maintenance of storm water protection elements for the project site after completion of the demolition work.
- B. P1-105, Headworks Rehabilitation at Plant 1. This project includes modifications to existing facilities at Plant 1. Power for the new Headquarters Complex shall be fed from facilities that are being affected by P1-105; as such, the associated power tie-in, utility routing, etc. will require coordination.
- C. SCE 12kV Underground Work. Coordinate with SCE and the Contractor to underground the 12kV lines to avoid conflict with the new pedestrian bridge.
- D. Frontier Communications Work. Coordinate with Frontier Communications and the Contractor to install new Frontier Communications service to the new Main Point of Entry (MPOE) and coordination for transitioning from the current MPOE to the new MPOE.
- E. OCTA Interstate 405 Widening Project. This project is widening the adjacent 405 freeway through 2023. This may affect traffic control and closures on Ellis Avenue and the adjacent entry/exit ramps that will need to be coordinated with construction operations of the building.

## **1.2 PROJECT EXECUTION PHASES**

All OCSD projects are divided into six phases. CONSULTANT shall provide construction management services for all Project Elements listed in this Scope of Work for the following Phases:

- Phase 1 – Project Development (Not in this Scope of Work)
- Phase 2 – Preliminary Design (Not in this Scope of Work)
- Phase 3 – Design (Not in this Scope of Work)
- Phase 4 – Construction
- Phase 5 – Commissioning
- Phase 6 – Close Out

## **1.3 PROJECT SCHEDULE**



The schedule for the services specified in this SOW shall largely be provided per the construction contract schedule currently anticipated to occur as indicated herein:

<b>MAJOR MILESTONE</b>	<b>ESTIMATED SCHEDULE</b>
Construction and Installation Services	06/2021 to 11/2023
Commissioning	03/2022 to 11/2023
Project Closeout	11/2023 to 05/2024
<b>Total Construction Duration:</b>	<b>Approximately 36 months</b>

It is currently anticipated that the Construction Management contract will commence in advance of construction notice to proceed to allow for mobilization, project familiarization, and other preparatory tasks in advance of construction.

## **1.4 MOBILIZATION / OFFICE SPACE:**

OCSD shall provide the CONSULTANT office spaces in a commercial building next door to the P1-128A project site throughout the duration of the Project. The available office suites include open space in addition to 4 enclosed offices – they are carpeted with lighting, HVAC, and are pre-wired for typical office use. All office furniture, fixtures, and any communications (network, Wi-Fi, or any other needs) shall be provided by the CONSULTANT. Refer to Exhibit 2 – Office Space Layout for details. Suites include access to public restroom facilities on the same floor. OCSD will provide janitorial services and cover the cost of utilities (other than telecom) throughout the course of the work.

The CONSULTANT will be expected to perform the following:

- Furnish any office supplies, computers, printers, tools, inspection gear, cameras, communication equipment, paper, and any other items as required to provide suitable facilities for CONSULTANT staff.
- Provide the CONSULTANT's employees with all required safety equipment and training to conform with its safety programs, the requirements of this Contract and/or applicable Safety Regulations while on the construction jobsite. CONSULTANT shall be familiar with and follow OCSD Safety Policies – refer to Attachment K – OCSD Safety Standards for additional detail.
- Promptly remove all CONSULTANT furnished materials and furniture at the end of the contract.

## **2. PHASE 2 – PRELIMINARY DESIGN**

Not in this Scope of Work.

## **3. PHASE 3 – DESIGN**

Not in this Scope of Work.

## **4. PHASE 4 – CONSTRUCTION AND INSTALLATION SERVICES**

## 4.0 PROJECT MANAGEMENT

### 4.0.1 PROJECT COORDINATION

The PM shall maintain ongoing interaction and communication with all project stakeholders which includes the OCSD Project Team comprised of OCSD's Project Manager, CM Engineering Supervisor, CM Engineering Manager, Construction Inspection Supervisor, Contract Administrator, and OCSD's Public Outreach Coordinator; the project's General Contractor(s); Testing and Survey Consultants, the Design Engineer and sub-consultants; the City of Fountain Valley; and any other utility entities.

- A. Prepare a Construction Management Plan (CMP), which shall include at a minimum the following items:
1. Organizational Structure/Staffing Plan: Provide the project's organization; staffing positions (both full-time and part-time); individual assignments; duties and responsibilities; phone numbers; lines of authority; and methods for interfacing with project stakeholders.
    - a. This should include a communication plan for interfacing with OCSD Engineering, OCSD Operations and Maintenance, General Contractors, Testing and Survey Consultants, the Design Engineer, the City of Fountain Valley, and any other utility entities.
    - b. Plan should also include the coordination with other projects, specifically OCSD Project No. P1-105 Headworks Rehabilitation Project, OCTA I-405 Improvements Project, and the SCE undergrounding of the overhead electrical lines to facilitate the pedestrian bridge.
    - c. Include safety oversight.
  2. Project Control Management System (PCMS): Develop a complete documentation and control plan. OCSD prefers that this includes integration into OCSD's cloud-based PCMS system hosted by PMWeb. The CMP should also include a plan and procedures the CONSULTANT will establish to utilize the PMWeb platform to manage correspondence, documents, the submittal review/approval process, Requests for Information, daily reports, punch lists, drawings, and the Change Management process. Recommend any proposed changes to the standard forms and/or workflow approvals that may be anticipated. The access and use of PMWeb would be at no cost to the CONSULTANT, the Contractor and Design Consultant.
  3. Meeting and Occurrence Procedures: Provide an outline in the CMP regarding the types of meetings that will be required with typical agendas, reporting procedures, documentation requirements, and acceptance processes.
  4. Quality Control and Quality Assurance: Develop complete inspection and testing plan to establish procedures, laboratory testing, coordination checks and construction inspection activities to comply with code requirements, LEED requirements, specification requirements, and to verify workmanship and contract compliance of the Contractor. Include responsibilities for any subconsultants and/or third-party testing agencies employed by the CONSULTANT. Please note the following:
    - a. All testing and inspection activities required by the construction contract or by applicable codes or standards shall be provided by the CONSULTANT.
    - b. Attention is directed to Contract Drawing S-003, Legends and Special Inspection as well as Specification 01 45 23, Tests and Inspections highlighting required inspections and tests. It is intended that the CONSULTANT, as the Owner's Agent, shall be providing and coordinating this testing and inspection work, either through in-house capabilities or through a partnership with strategic sub-Consultants. Schedule of Special Inspection Coordination oversight between these parties shall be done by the CONSULTANT and procedures should reflect this oversight.

- c. Mass-Timber: The CONSULTANT, either through in-house expertise or via a sub-consultant shall have specific experience in managing the mass-timber portion of the contract including: supply-chain management and oversight; quality assurance and inspection experience; and familiarity with MEP coordination and construction techniques involved with a hybrid timber structure. Factory inspection at the production mill is also to be included.
- d. Mock-Ups: There are several mock-ups required by the Contractor and special coordination is required by the CM to ensure timely inspection by stakeholders to verify/validate the construction methods and materials prior to continuing with the work.
- e. The Design Consultant will provide continuous inspection of the deep pile foundation by the Geotechnical Engineer of Record.
- f. The Design Consultant will provide a Commissioning Agent to develop commissioning procedures and assist with the commissioning testing.
- g. The testing plan should reflect this coordinated effort to complete the testing and inspection work to be performed by the Design Consultant.

5. Contract Compliance Procedures: Describe procedures for expediting and processing submittal reviews, clarifications, change orders and contract close out activities.

6. Submit a draft of the Construction Management Plan (CMP) to OCSD within 60 days from the issuance of the Professional Services Agreement for review.

7. CONSULTANT shall incorporate the OCSD's comments and revise the CMP within 10 days from receipt of comments and resubmit for approval.

B. Review analyze and comment on the general contractor's initial CPM schedule along with all monthly updates submitted by the general contractor. The CONSULTANT should closely monitor the general contractor's activities and make sure that the field activities and the durations of those activities match the information presented in the CPM schedule. Any deviations should be incorporated into the general contractor's subsequent monthly update.

C. Establish a cost control system for monitoring and updating the status of the project costs and budget throughout the project. The cost control system shall be computerized and shall integrate cost and schedule. Report on a regular basis the status of the project cost and budget. The CONSULTANT shall coordinate with the OCSD on any variances of the actual cost and budget.

D. The CONSULTANT shall define and include all the needs for inspection and testing required to do the work including materials, soils and specialty testing or laboratory work, as well as special inspection and factory inspection. The CONSULTANT will assist in coordinating schedules and the transmittal reports, findings, or other information to the various project stakeholders.

E. Provide all project correspondence not included within the PCMS as searchable pdf files and/or native documents at the end of the contract. Coordinate organization with OCSD in advance of submission of these files.

#### **4.0.2 PRE-CONSTRUCTION SERVICES**

Pre-construction services include staff familiarization with the P1-128A project; preparation and mobilization to the designated office space; familiarization with OCSD standards, policies, and procedures; etc.

Specific pre-construction meetings/activities include the following:

- A. Preconstruction Conference: CONSULTANT shall work with OCSD's Contract Administrator to schedule and notify appropriate parties and conduct the Preconstruction Conferences with the Contractor. The meeting shall cover the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for

handling submittals, correspondence, local agency permit requirements, requests for information, progress payments, change orders and other pertinent topics. Provide opportunities to have the Contractor's questions answered. The meeting shall emphasize the project's philosophy of teamwork and cooperation as goals to achieve a safely constructed project, built on schedule, and in accordance with all quality requirements. The CONSULTANT will be responsible for preparing meeting minutes.

B. Construction Hand-Off Workshop: CONSULTANT shall participate in Construction Hand-Off Workshop. The purpose of the workshop is for OCSD and the Design Consultant to transfer project-specific knowledge to the CONSULTANT's construction management and inspection staff that will be managing and monitoring construction. Topics that might be covered in this meeting include the following:

- Overview of objective of the project
- Review of project elements
- Review of sequencing constraints
- Key issues to be addressed during construction
- Identification of risks and discussions of contingency plans

C. PCMS Training: CONSULTANT shall attend one (1) four-hour training session to review OCSD's PCMS. Training on the PCMS will be provided by OCSD to the CONSULTANT. No deliverable is required to be prepared by CONSULTANT. The CONSULTANT's Project Manager; Resident Engineer(s); Field Engineer(s); and other staff, as applicable, shall attend. Additional trainings shall be provided by OCSD as requested.

#### **4.0.3 INVOICING**

CONSULTANT shall prepare and submit monthly invoices to OCSD. All invoices shall indicate the associated project name and OCSD project number and PO number.

The invoices shall document the labor-hours and billing rate for each person that works on the project for each task in the work breakdown structure (WBS). Overhead, profit, and supporting invoices for any direct and subcontracted costs shall also be provided.

As part of the summary section of the invoice, CONSULTANT shall also include the following information:

- Budget
- Current billing period invoicing
- Previous billing period "total invoiced to date"
- Budget amount remaining
- Current billing period "total percent invoice to date"
- Current billing period "total percent completed to date"

#### **4.0.4 PROJECT REPORTING**

Prepare a monthly narrative written report to OCSD. Report shall detail both contract status/progress and updates on the construction work. Monthly progress reports shall be submitted with the project invoice as part of the monthly request for payment.

A. Contract Progress:

- Work completed in the prior billing period.
- Work anticipated in the upcoming month.
- Outstanding issues.
- Status and issues impacting project scope and/or budget.
- Percent complete, tabulated on a per task basis.
- Cost to complete, tabulated on a per task basis.
- Overall project budget tabulated on a per task basis.
- Risk log.

- Out of Scope items log.
  - Cost Performance Index (CPI).
  - Schedule Performance Index (SPI).
- B. Construction Progress:
- A summary of the prior month's main accomplishments and current construction activities
  - Anticipated major work activities in the upcoming month.
  - Overall contractor's conformance to project schedule and project actual and forecasted percent completes (in terms of both time and cost)
  - Contractor's quality performance.
  - Identification of key problems, action items, and issues along with recommendation for solutions.
  - Summary of progress payments change order disputes, submittals, RFI's, and notices of noncompliance.
  - Photographs of representative project activities.

## **4.1 RESIDENT ENGINEERING**

CONSULTANT shall provide Resident Engineer(s) (RE) that will be responsible for the daily on-site construction management and the lead role for all communication with the Contractor as an agent for OCSD. General tasks and services indicated below.

### **4.1.1 DOCUMENT CONTROL & PROJECT CORRESPONDENCE**

Manage and document all relevant project communications using OCSD's PCMS and promptly distribute to OCSD, Contractor, Design Consultant, and all other applicable parties as needed. The P1-128A PCMS Specification and example forms (i.e. RFIs, Change Management Forms, Meeting Minutes) are provided for reference within Exhibit 3 – PCMS Specification & Example Documents.

RE shall maintain accurate records and documentation and provide timely and professional responses to all Contractor requests and submittals.

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of Requests for Information (RFI), change management correspondence (e.g. Request for Proposal (RFP) and Requests for Change (RFC)), progress payment requests, Contractor submittals, progress meeting minutes, daily inspection reports, and all other project correspondence.

All original project documents and final project reports generated or stored outside of the PCMS system shall be furnished (submitted electronically or on digital media) to OCSD within 60 calendar days following filing of the Notice of Completion.

### **4.1.2 CONSTRUCTION PROGRESS MEETINGS**

Schedule and lead weekly construction progress meetings, subject-specific coordination meetings, issue resolution meetings, safety meetings, change negotiation meetings, and others as necessary with all project stakeholders as needed. Provide meeting agendas to include project schedule, near-term activities, submittals, RFI status, change management and any other topics that need resolution.

Prepare meeting minutes with identified action items. Prepare and distribute the meeting minutes to the attendees within two working days.

### **4.1.3 INTERPRET PLANS AND SPECIFICATIONS**

- A. Inspect construction activities to ensure that the work is compliant with the contract documents.
- B. Receive and log all Contractor RFI's and submittals. The RE shall initially review RFI's and submittals prior to involving the Design Consultant to determine the validity and suitability of the

document and to determine the best party to provide a response or feedback. The CONSULTANT shall proceed to route these documents to the Design Consultant and/or other appropriate party for comment through PMWeb. The CONSULTANT shall then monitor the review time to assure it does not exceed the contractual time limits. The CONSULTANT shall manage all responses and provide direction to the Contractor to mitigate contractual impacts.

C. Lead resolution of day-to-day construction issues as presented. Coordinate with inspection staff, Design Consultant, Contractor, City, and OCSD as required to reach resolution.

D. Obtain and maintain key specification referenced standards including: local and regional specifications; codes; standards; publications; regulations; applicable permitting criteria from local, state, and federal agencies; standard drawings and specifications of the local agencies; and related documents as referenced in the Contract Documents and as required to perform the work. Make such documents available for review by the Contractor, OCSD, and other interested parties.

#### **4.1.4 CONTRACTOR'S CHANGE ORDERS AND DISPUTES**

A. Identify, prepare, log, and monitor all potential change orders, extra work, change orders and disputes. Refer to Exhibit 4 - OCSD Contract Change Management Procedures.

B. Resolve scope of extra work and changes to the contract with the Contractor and obtain OCSD approval, including approval from OCSD's Purchasing/Contracts Division. Approvals are generally obtained through electronic workflow within the PCMS. All contract and change order work shall meet the requirements of the Contract and California Public Contract Code.

C. Where prudent to direct extra work on a time and material basis: prepare scope, rough cost estimate and justification for OCSD approval prior to issuing to Contractor. Track all daily work accurately for reconciliation upon completion for payment.

D. For each change item, prepare a record of negotiation (RON) to include written justification, schedule impact, and independent cost estimates (ICE). Justification shall include:

- a statement of the extra work or change;
- detailed description of the extra work or change;
- background leading to the issue;
- resolution alternatives; and
- resolution recommendation for action by the OCSD.

E. Submit change orders to the OCSD for approval within seven days of the finalization of negotiations.

F. Request and review time delays as a Time Impact Analysis to be submitted by the Contractor. Review and substantiate any time extensions.

G. Assist and support OCSD in analyzing, responding to, negotiating, and resolving any disputes. The CONSULTANT shall report all verbal and written disputes immediately to OCSD and coordinate all dispute resolution strategies with OCSD in advance of response or negotiation.

H. The CONSULTANT shall minimize the potential impact of claims through prompt and equitable resolution and shall evaluate Claims for merit and entitlement. The CONSULTANT shall strive to resolve all claims prior to Final Completion. Should the CONTRACTOR file a Notice of intent to Claim, OCSD may request additional services from the CONSULTANT to provide claims analysis and support.

#### **4.1.5 INSPECTION REPORTS**

Review daily inspection reports for completeness in documenting the Contractor's work and for potential change order items, deviations from the Contract Documents, and the progress of work activities in the Contractor's project schedule.

#### **4.1.6 PAYMENT REQUESTS**

Review Contractor's draft monthly payment request with the project inspector(s) in conjunction with the monthly update of the Contractor's schedule. Provide comments for correction as necessary for official submittal through the PCMS.

#### **4.1.7 SPECIAL TESTING/INSPECTION**

Coordinate and schedule special testing and inspections with the CONSULTANT team and with Design Consultant, as applicable. Special testing and inspection include elements such as materials, soils, welding, factory witness, specialty inspections, foundation installation, and surveying. Attention is directed to Contract Drawing S-003, Legends and Special Inspection as well as Specification 01 45 23, Tests and Inspections.

A. Mass Timber: Quality assurance and inspection of the Contractor's production and supply of timber elements shall be required. Timber elements are of particular concern and require careful oversight and planning between the CONSULTANT, Contractor, and Design Consultant. Thorough oversight of the submittal process, supply chain, millwork, delivery, protection, erection, and finish of this element of the construction is expected as part of this Scope of Work. This should include quality control/inspection at all phases of the work including the production mill (likely located within the Pacific Northwest).

B. Mock-up Inspection Coordination: Several onsite and offsite mock-ups will be required for the Contractor to provide and careful coordination of inspection with multiple stakeholders will be required to validate construction methods and materials in order to proceed with the continued construction.

#### **4.1.8 RECORD DRAWINGS**

Coordinate tracking of as-built drawings. Review the contractor's as-built drawings with inspectors on a weekly basis. Ensure as-built drawings identify RFI's, shop drawing revisions, change order modifications, etc. and are updated as the work progresses. Design Consultant shall be responsible to draft final Record Drawings to be delivered to OCSD.

#### **4.1.9 SCHEDULES**

Review contractor's baseline and monthly CPM update schedules with conformance to the Contract. Review and substantiate and schedule delays through a Time Impact Analysis. Ensure all Contractor provided documentation meets the Contract Requirements. CONSULTANT shall monitor the Project's actualized dates and track schedule activities via daily reports which can be used as a tool for analyzing potential claims and disputes. Contractor's schedule shall reflect actual progress and will be cost-loaded to develop pay requests.

#### **4.1.10 QUALITY ASSURANCE**

Monitor the quality of the construction for OCSD and take a proactive approach to ensure materials, equipment, and methods are adequately coordinated, inspected, and approved prior to installation. When necessary CONSULTANT shall issue a "Notice of Non-Compliance" for work that is not in compliance with the Contract Documents or applicable codes or standards. These notices shall be tracked for correction. OCSD shall be notified upon issuance and resolution of all notices.

#### **4.1.11 SAFETY**

The CONSULTANT shall monitor the work site and the Contractor's means and methods for all temporary and permanent facilities and construction operations to ensure they are accomplished in accordance with Contract Documents, Permits, and other applicable standards and regulations.

A. The CONSULTANT employees shall be knowledgeable of applicable OSHA Safety Standards and have valid training certifications as required. The CONSULTANT may be

required to attend OCSD specific training on confined space, hazardous energy control (LOTO), etc.

B. The CONSULTANT shall maintain current Training Records onsite. All safety issues shall be documented with corrective actions by the Contractor. All incidents and/or accidents shall be reported to OCSD Construction Safety Representative within 24 hours.

C. Safety observations and near misses shall also be reported to OCSD Construction Safety Representatives upon witness by the CONSULTANT or subsequent Contractor notification.

#### **4.1.12 OPERATION AND MAINTENANCE MANUALS, EQUIPMENT DATABASE, AND WARRANTY EXPIRATION**

A. Coordinate the assimilation of operation and maintenance manuals and vendor equipment manuals as provided by the Design Consultant and the Contractor, respectively. Verify that the number and content of the manuals are complete and accurately reflects the work installed. Manage the overall delivery and quality assurance of these materials to ensure they are organized into a comprehensive, searchable electronic copy in a form acceptable to the Operations and Maintenance Department as required by the Contract Documents. Each operation and maintenance manual shall include, but not be limited to:

1. Catalog cuts on equipment, factory test reports, recommended list of spare parts, maintenance schedules, list of suppliers and phone numbers, electrical wiring diagrams and equipment programming ladder logic and/or configuration files.

2. A list of special equipment requirements and precautions.

B. Provide quality assurance over the Equipment and Instrument Database (EID) to be provided by the Contractor (with information from the Design Consultant). This is an important deliverable that assists OCSD in obtaining the information needed to set up the maintenance management system for the maintenance schedules of all the building equipment.

C. Prepare a Warranty Expiration spreadsheet for the project. This spreadsheet should contain major equipment items and be broken down into specific process areas and include a Product Name, Manufacturer, Serial Number, Warranty Period, and Warranty Expiration Date for each piece of equipment. Provide the spreadsheet data in native electronic files.

## **4.2 FIELD ENGINEERING**

Consultant shall provide field engineers/construction inspectors who will assist in the construction management field duties and who individually, or as part of a team, will be responsible for the following tasks and services:

### **4.2.1 PROGRESS MEETINGS**

Participate in weekly construction progress meetings.

### **4.2.2 SCHEDULES AND STAFFING**

Review Contractor's three week "look ahead" schedules and coordinate inspection staffing and testing needs with the RE and special inspectors and testing staff.

### **4.2.3 PAYMENT REQUESTS**

Review Contractor's payment request with RE for accuracy and conformance to the Contract requirements.

### **4.2.4 RECORD DRAWINGS**

Routinely review Contractor's record drawings and ensure they are current prior to monthly progress payment. Prepare written response giving general indication of missing items to be completed by the Contractor as needed.

### **4.2.5 REQUEST FOR INFORMATION REVIEW/RESPONSES**



Discuss responses to RFI and submittals with the Design Engineer as required. Coordinate RFI and submittal responses with appropriate inspection staff.

#### **4.2.6 DAILY CONSTRUCTION PHOTOS**

Electronically photo-document ongoing construction daily. These daily photographs are separate from the intent of Task 4.4 but may be incorporated if feasible.

#### **4.2.7 STORED EQUIPMENT AND MATERIALS**

Coordinate all shop inspections and site inspections as material and equipment is delivered.

Provide quality assurance and oversight to ensure all stored equipment and materials are properly stored, protected, and are being maintained to ensure integrity and warranty validation. Prepare, review, and approve inspector's daily reports as applicable prior to finalization within the PCMS.

#### **4.2.8 SUBMITTALS**

Review submittals for familiarity and compliance with minimum submittal requirements. Route for technical review (Design Consultant or others as appropriate) and acceptance within contractual timeframes. Review all submittal comments to ensure clarity and appropriateness prior to returning submittals to the Contractor. Expedite submittal reviews as needed to support timely execution of the completion schedule. Ensure acceptance is achieved prior to manufacture and installation.

Ensure submittal of field-testing data as required.

Ensure LEED requirements are being complied with and documented properly.

Coordinate MEP submittals with timber elements to ensure minimal conflicts and maintain the integrity with the design intent of minimal exposed utilities.

### **4.3 CONSTRUCTION TESTING AND INSPECTION**

Consultant shall provide full-time inspection by qualified inspectors to ensure that the Contractor's work is compliant with the Contract Documents.

#### **4.3.1 DISCIPLINE EXPERTISE**

Inspectors shall be knowledgeable in the discipline and type of construction assigned. For example: inspectors with appropriate expertise shall staff structural, mechanical, plumbing, electrical, controls, and civil site improvements inspection as well as specific LEED compliance requirements.

#### **4.3.2 INSPECTION COORDINATION**

Any special inspection, testing, witnessing, observations, etc. will be provided by the CONSULTANT. Refer to Contract Drawing S-003, Legends and Special Inspection as well as Specification 01 45 23, Tests and Inspections that highlighting some of the required inspections and tests.

Of special note is the specialty inspection for the mass timber construction (glulam beams, CLT panels, including factory mill inspection).

The Design Consultant will provide geotechnical inspection for the Geotechnical Engineer of Record for the deep foundation geotechnical work.

#### **4.3.3 INSPECTION RECORDS**

CONSULTANT shall produce and maintain construction observation records including, as a minimum, daily construction inspector and/or RE reports or diaries. Include digital photos to document construction progress and/or issues that arise during the work and log lessons learned from this project that shall be shared with OCSD on a quarterly basis. Daily reports and diary entries shall be consistent with industry standards, and shall generally contain but not limited to the following information:

- General Information:

- Date, Project Identification Number, CONTRACTOR's name, SubCONTRACTOR(s)' names and time of inspection,
- Conditions (weather, moisture, soil conditions, etc.)
- Documentation of any adverse conditions that hampered or delayed the CONTRACTOR's operations
- Hours of work
- Work Force and Equipment:
  - Onsite Personnel
    - Time worked
    - Staffing Details (trade, position, etc.)
  - Onsite Equipment
    - Time periods of equipment being used
    - Idle or inoperable equipment
- Work Activity:
  - Daily Activities - include details of and indicate CPM schedule activity number for all activities listed
  - Difficulties encountered (by Inspector or CONTRACTOR)
  - Controversial matters (disputes, questionable items, etc.). Note if items were settled and, if so, how
  - Deliveries of major material and equipment (include type, quantity, how delivered, and a statement on the condition of all deliveries)
  - Tests performed/witnessed (including location and result)
- Deficiencies and Violations:
  - Construction, labor, materials, etc.
  - Include how and when deficiencies were resolved.
- Safety:
  - Issues and/or Concerns (Observations, Near Misses, Incidents, etc.)
    - Note corrective actions proposed by the CONTRACTOR, the person told of the deficiency, the proposed time frame for correction, the person scheduled to make the correction and the emergency precaution taken until correction could be made.
    - Instructions given and received. Include who the instructions were transmitted to and from whom.
  - Accident Descriptions (NOTE: A separate accident report is to be filled out and signed by the CONTRACTOR)
- Visitors: Names of visitors to the site.
- Change Management: Delays and extra work.

Example daily reports generated via the PCMS are provided as samples within Exhibit 3 – PCMS Specification & Example Documents and this function will be available to the CONSULTANT.

## **4.4 PHOTOGRAPHIC AND VIDEO DOCUMENTATION**

Provide photographic and video documentation throughout the duration of construction to capture overall construction progress, milestone documentation, and provide permanent, visual record of final as-built conditions. The goal of this work is to provide historical documentation of the construction and of the mechanical/electrical/plumbing (MEP) components concealed below grade, within slab, or within walls facilities for future use.

### **4.4.1 DOCUMENTATION COORDINATION**

All photo and video documentation services will be provided by the CONSULTANT. As such, the CONSULTANT shall be responsible for the scheduling and coordination of such services with the Contractor to facilitate access at the times and locations needed to complete the necessary documentation.

### **4.4.2 DOCUMENTATION RECORDS**

CONSULTANT shall prepare and provide detailed records of the documentation identified herein. All documentation records shall be made accessible to OCSD throughout the course of construction via a digital platform in which indexed records can be utilized. All records shall be provided as a deliverable at the completion of the Work.

#### **4.4.3 PHOTOGRAPHIC DOCUMENTATION**

Photographs shall be stored and indexed within a digital platform linked to the project construction drawings or otherwise organized to facilitate ease of use. Photographic documentation is intended to be utilized for future facility improvements, operation, and maintenance needs and shall include the following:

- Interior progress photos throughout the course of construction.
- Exterior/site progress photos throughout the course of construction.
- 3D measurable photography in advance of all MEP concealment (pre-pour, pre-insulation and/or dry wall, etc.).

#### **4.4.4 WEBCAM DOCUMENTATION**

Live streaming video shall be provided via an online platform with on demand access to real-time footage, archive images, and time-lapse videos. Webcams shall be utilized to show progression of construction through the completion of the building envelope and exterior features.

- The quantity and placement of the webcams shall be optimized to provide a complete time lapse and historical record of the Work.
- At the completion of construction, a time lapse video shall be professionally produced and organized.

NOTE: Drone footage will not be required. OCSD's drone fleet will perform video flyovers throughout the project. These flyovers can be provided to the CONSULTANT for incorporation with the final, professionally produced video deliverable.

## **5. PHASE 5 – COMMISSIONING SERVICES**

### **5.0 PROJECT MANAGEMENT**

Continue and maintain all Project Coordination elements identified within Phase 4, Construction and Installation throughout the duration of this Phase.

### **5.1 RESIDENT ENGINEERING**

Continue and maintain all Resident Engineering elements identified within Phase 4, Construction and Installation throughout the duration of this Phase.

#### **5.1.1 COMMISSIONING PLAN**

A. The Design Consultant will provide a Commissioning Agent with the responsibility and required expertise to develop the Commissioning Plan with respect to this effort.

1. The CONSULTANT shall facilitate all needed coordination between the Commissioning Agent and Contractor.
2. The CONSULTANT shall assist with the review of the Commissioning Plan to ensure that every building system is thoroughly tested, started up, certified, and documented to be ready for use.

B. CONSULTANT shall ensure that the Commissioning Plan has been developed, reviewed, and approved 60 days prior to the start of testing.

#### **5.1.2 BUILDING COMMISSIONING**

A. Refer to Exhibit 5 – Commissioning Responsibility Matrix for additional details pertaining to roles and responsibilities for the various commissioning elements.

B. CONSULTANT shall ensure coordination between the Commissioning Agent and Contractor throughout all stages of commissioning, regardless of whether the CONSULTANT is the witnessed inspector or not.

C. CONSULTANT shall notify and keep OCSD informed of commissioning progress, activities, and testing. For elements in which it is deemed beneficial that OCSD staff witnesses the Work, CONSULTANT shall assist with this coordination.

D. CONSULTANT shall assist with the monitoring, inspection, and coordination of testing activities between all parties as indicated.

E. Coordinate operator and maintenance technician training for use and maintenance of all equipment.

F. Coordinate and transmit to OCSD all specified spare parts or special tools.

## **5.2 FIELD ENGINEERING**

Continue and maintain all Field Engineering elements identified within Phase 4, Construction and Installation throughout the duration of this Phase.

Observe, report, and document outcomes of assigned commissioning activities as assigned and directed by the RE.

## **5.3 CONSTRUCTION TESTING AND INSPECTION**

Continue and maintain all Construction Testing and Inspections elements identified within Phase 4, Construction and Installation throughout the duration of this Phase.

Observe, report, and document outcomes of assigned commissioning activities as assigned and directed by the RE.

## **5.4 PHOTOGRAPHIC AND VIDEO DOCUMENTATION**

Continue and maintain all Photographic and Video Documentation elements identified within Phase 4, Construction and Installation throughout the duration of this Phase as applicable.

## **5.5 FF&E COORDINATION**

Incorporate Furniture, Fixtures and Equipment (FF&E) topics into Construction Progress Meetings and when appropriate, schedule FF&E Focused Meetings to coordinate the Design Consultant, Contractor, FF&E Vendors and OCSD (IT, building end users and maintenance) to integrate architectural, mechanical, electrical and Information and Communications Technology (ICT) requirements with FF&E layouts. Oversee installation of mockups and secure associated OCSD approvals from stakeholders. Coordinate with the Design Consultant, Contractor and FF&E vendors for field installation. Provide quality inspection and coordinate punch list and final OCSD sign-offs.

## **6. PHASE 6 – CLOSE OUT**

### **6.0 PROJECT MANAGEMENT**

Continue and maintain all Project Coordination elements identified within Phase 4, Construction and Installation throughout the duration of this Phase.

#### **6.0.1 FINAL REPORTING**

A. Prepare a final executive summary report which provides a complete overview of the contract, Contractor's performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for project activities that may require

reevaluation for future projects as lessons learned from this project. Submit report within 60 calendar days following the filing of the Notice of Completion.

B. Furnish all original project documents, inspection records, test reports, and final project reports to OCSD within 60 calendar days following filing of the Notice of Completion. Project documents shall be delivered to OCSD in an electronic format acceptable to OCSD.

C. Provide OCSD support for processing final paperwork following Notice of Completion.

## **6.1 RESIDENT ENGINEERING**

### **6.1.1 SUBSTANTIAL & FINAL COMPLETION**

A. Ensure all Substantial Completion and Final Completion requirements are adhered to.

B. Prepare detailed project punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to the acceptance of work with the Design Consultant; the City Building, Fire, and Utility jurisdictions; OCSD's Operations and Maintenance Department; and other staff or parties as needed.

C. Coordinate occupancy permitting with the City to ensure all items are finalized with the City and permit conditions are met by the Contractor.

D. Review the Contractor's final payment request following filing of Notice of Completion.

### **6.1.2 RECORD DOCUMENTS**

A. Receive, review, and accept final as-built drawings. Assist the Design Consultant with clarifications and/or other details during preparation of the Record Drawings. Coordinate the quality control review of the Record Drawings after preparation by the Design Consultant and verify their final delivery to OCSD at completion of the project.

B. Receive, review, and accept the final as-built schedule.

C. Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment procured as required by the Contract Documents and as otherwise indicated herein.

## **6.2 FIELD ENGINEERING**

Assist the RE and PM as needed to complete associated close-out tasks.

## **6.3 CONSTRUCTION TESTING AND INSPECTION**

Assist the RE and PM as needed to complete associated close-out tasks.

## **6.4 PHOTOGRAPHIC AND VIDEO DOCUMENTATION**

Finalize and prepare the final deliverable of all associated documentation performed and deliver to OCSD within 60 days of filing of Notice of Completion.

# **7. GENERAL REQUIREMENTS**

## **7.0 GENERAL**

### **7.0.1 OCSD GUIDELINES AND STRATEGIC PLAN**

A. CONSULTANT shall refer to and adhere to the requirements of OCSD Safety Standards.

### **7.0.2 WORKING HOURS**

A. Meetings with OCSD staff shall be scheduled from Monday through Thursday between the hours of 8:00 AM and 4:00 PM. Any CONSULTANT staff working on-site shall conform to OCSD work schedules.

### **7.0.3 SOFTWARE**

A. The CONSULTANT is expected to develop and provide services using standard software currently approved for use by OCSD. The standard OCSD software includes, but is not limited to, the following:

- Microsoft Office365 Suite
- Bluebeam Revu Prime
- Primavera Project Planner (newest version)

B. Any software that the CONSULTANT needs to comply with these standards shall be purchased and maintained by the CONSULTANT at no additional cost to OCSD. In the event OCSD provides the CONSULTANT with access to OCSD software and hardware at an OCSD facility in order to facilitate performance of their work, all software shall remain the property of OCSD. Only software licensed to OCSD shall be installed on OCSD equipment. In addition, only OCSD IT Department staff will perform the installation of this software.

## **7.1 STAFF ASSISTANCE**

OCSD staff member or designee assigned to work with CONSULTANT on this project is Justin Fenton at (714) 593-7386, e-mail to: [jfenton@ocsd.com](mailto:jfenton@ocsd.com).

## **8. EXHIBITS**

**Exhibit 1 – P1-128A, Headquarters Complex at Plant No. 1 Plans and Specifications**

**Exhibit 2 – Office Space Layout**

**Exhibit 3 – PCMS Specification & Example Documents**

**Exhibit 4 – OCSD Contract Change Management Procedures**

**Exhibit 5 – Commissioning Responsibility Matrix**

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