

SECTION B – SCOPE OF SERVICES

1. Background / Intent

1.1. Montgomery County, Maryland intends to use this solicitation to select and enter into a Contract with up to two qualified design and general construction firms to **PROVIDE ALL SERVICES RELATED TO THE DESIGN BUILD SERVICES FOR PLAYGROUNDS AT VARIOUS CHILDCARE FACILITIES.** The Contractor selection methodology is further explained in Section D.

2. Scope of Services / Work Statement

2.1 The Work is defined in Attachment P: Scope of Work, and Attachment N: Master Schedule and Completion Period.

SECTION C – PERFORMANCE PERIOD / TERM

The effective date of the Contract(s) resulting from this solicitation begins upon signature by the Director, Office of Procurement. The Contract term begins on the effective date of the Contract and ends after a three (3) year period. Before this three-year period ends, the Director at his/her sole option may, but is not required to, renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew the term two (2) times for one (1) year each. The Contract term ends upon the later of the following two dates:

1) at the end of the initial Contract period plus any optional renewal periods; or

2) twenty-four (24) months after Substantial Completion of the last construction project issued under the Contract, which includes the one-year warranty period specified in Article 10.2 of the General Conditions of Design Build Contract (Exhibit 8).

The contract(s) resulting from this solicitation will be for design build services of playgrounds at various childcare facilities as specified in individual Task Orders. Each Task Order begins with a Notice to Proceed for the Work specified for that Task Order and ends at the end of the warranty period. The Contractor must perform all work in accordance with time periods stated in individual Task Orders. Any Task Orders awarded before, but not completed by, the end of the Contract term must be completed by the Contractor with all terms, conditions, scope of services, and costs of the Contract and Task Order, including the County's ability to increase or decrease funding, still in force and effect until the Work is completed and accepted by the Contract Administrator. Any Task Order that would exceed twelve months beyond the Contract expiration date must have the approval of the Contract Review Committee prior to issuance of the Task Order. Performance time for each Task Order issued under the Contract will be negotiated and agreed upon; final performance time shall be indicated in each Task Order.

Each Task Order and its phases or activities is a separable and distinct part of this Contract. The Contractor's assignment shall be limited at any one time to those phases or activities for which the Office of Procurement has issued a purchase order and the Contract Administrator (or designee) has issued a Notice to Proceed. The continuation of a Project from POR verification to concept planning through construction documents and construction will be subject to the availability of funds and the needs of the Owner as determined in the Capital Improvements Program. The Owner reserves the right to terminate the Contract or Task Order after any activity, at no additional expense to the Owner. Nothing herein is a limitation on the Owner's ability to terminate for convenience as specified in the General Conditions of Design Build Contract.

The Contractor must exercise professional care in performance of this Contract. The Contractor shall not be responsible for delay caused by acts and forces that are not reasonably foreseeable to a professional. The Contractor is not liable for any failure to timely or fully perform this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor including but not limited to government moratoria, labor strikes or work stoppages, extreme and unexpected climatic or weather conditions as defined in this Contract; natural disasters; or other catastrophic events outside of the control of the Contractor. The Contractor must submit any request for extension of the time due to Force Majeure or for any other reason in

ATTACHMENT P: SCOPE OF WORK

1. Scope of Work

- 1.1. *Program of Requirements, Child Care Renovations, Part 3 – Playground Replacement* (Program of Requirements or POR) is an independent document and is attached to this contract separately.
- 1.2. Project must be constructed to be a fully functional playground facilities and in accordance and full compliance with the Program of Requirements for this project.
- 1.3. Projects must include design and construction of temporary playgrounds where required to maintain uninterrupted service at childcare facilities. Temporary playgrounds must comply with Maryland State Department of Education regulations.
- 1.4. The Project Sites are associated with childcare facilities at twenty (20) of the twenty-one (21) locations identified in Attachment P: Scope of Work – Program of Requirements, Child Care Renovations, Part 3 – Playground Replacement (all excluding Woodlin Elementary School).
- 1.5. Reconstruction of the seven (7) childcare facilities listed here will take place under a separate scope of work in conjunction with this project.
 - 1.5.1. Brooke Grove Elementary School – 2702 Spartan Road, Olney, MD 20832
 - 1.5.2. Judith Resnik Elementary School – 7401 Hadley Farms Drive, Gaithersburg, MD 20879
 - 1.5.3. Martin Luther King Jr. Recreational Park – 1102 Jackson Road, Silver Spring, MD 20904
 - 1.5.4. Shady Grove Life Sciences Center – 14910 Broschart Road, Rockville, MD 20850
 - 1.5.5. Stone Mill Elementary School – 14327 Stonebridge View Drive, North Potomac, MD 20878
 - 1.5.6. Waring Station Road – 18815 Waring Station Road, Germantown, MD 20874
 - 1.5.7. West Diamond Avenue – 112 West Diamond Avenue, Gaithersburg, MD 20877
- 1.6. The playground design build team shall coordinate with the building teams to provide continuity of service during construction of the new buildings. Note that space will be extremely limited at several sites so the playground design build team must exhibit the ability to cooperate with multiple team members and stakeholders as well as provide creative ways to implement solutions that will meet goals set forth in the Program of Requirements as well as licensing standards. Concurrent activities at these sites will include some or all the following:
 - 1.6.1. childcare in the existing, temporary and/or permanent facility(ies);
 - 1.6.2. playground in the existing, temporary and/or permanent location(s);
 - 1.6.3. parking for childcare staff and families;
 - 1.6.4. construction of new childcare facility;
 - 1.6.5. contractors’ staging, lay-down and jobsite offices; as well as
 - 1.6.6. contractor parking and toilets.
- 1.7. Playground design build solutions shall:
 - 1.7.1. provide temporary playground facilities if needed prior to childcare facility construction;
 - 1.7.2. remove existing playground equipment (salvage if necessary);
 - 1.7.3. return after completion of building construction to provide permanent playground facilities tailored to the site; and
 - 1.7.4. remove temporary playground facilities.

2. Basic Services

- 2.1. The Contractor must provide comprehensive professional playground design, architectural and engineering services for the Project(s) in accordance with the terms and conditions of this Contract and each Task Order. The Contractor must act as a professional consultant to the Owner and must perform Project planning, design, permitting, and construction to provide the technical documents and supervision needed to achieve the Owner’s Project objective.
- 2.2. Each Project that is assigned to the selected Contractor will include a Program of Requirements/Scope of Work that defines the parameters for that Project and establishes the design objectives. No deviation from the Program of Requirements is allowed without a Task Order Amendment.
- 2.3. The Contractor must provide comprehensive architectural and engineering services that may include but may not be limited to:

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- 2.3.1. architectural design and services,
 - 2.3.2. structural engineering,
 - 2.3.3. civil engineering,
 - 2.3.4. geotechnical services including engineering and geotechnical studies,
 - 2.3.5. surveying,
 - 2.3.6. traffic engineering,
 - 2.3.7. cost estimating,
 - 2.3.8. mechanical, electrical, and plumbing engineering,
 - 2.3.9. life safety engineering including fire protection engineering,
 - 2.3.10. code analysis,
 - 2.3.11. acoustical engineering,
 - 2.3.12. communication and IT engineering,
 - 2.3.13. interior design including furniture layout and selection/specification,
 - 2.3.14. coordination with Owner's commissioning consultant,
 - 2.3.15. coordination with Owner's security consultant,
 - 2.3.16. coordination with Owner's inspection and materials testing consultant,
 - 2.3.17. coordination with Owner's construction management consultant,
 - 2.3.18. coordination with Owner's ADA consultant,
 - 2.3.19. provision of a third-party ADA sub-consultant,
 - 2.3.20. purchase (reimbursable), hosting and coordination of Owner's project information management software on Owner's behalf, including seats for Owner's use,
 - 2.3.21. energy engineering,
 - 2.3.22. IgCC and/or LEED design services including GBCI registration (reimbursable),
 - 2.3.23. geothermal conductivity testing (reimbursable),
 - 2.3.24. BIM clash detection/analysis services,
 - 2.3.25. food service design,
 - 2.3.26. laboratory design,
 - 2.3.27. lighting and special lighting design,
 - 2.3.28. audio visual design,
 - 2.3.29. landscape design,
 - 2.3.30. playground design,
 - 2.3.31. equipment and hardware selection,
 - 2.3.32. signage and way finding design, and
 - 2.3.33. all other services required by the Owner, in accordance with generally accepted architectural and engineering practices and consistent with the terms of this Contract, to provide complete drawings, specifications and technical documents, permitting, and construction administration in order to provide a complete, safe, and fully functional facility meeting the County's POR, budget, and requirements for use.
- 2.4. Services to be provided by the Contractor must comply with all requirements of the latest version of the *Project Management Handbook for Consultants: Planning, Design & Construction of Public Facilities* (the "Consultant Handbook"), which is attached hereto as [Exhibit 5](#). Solutions to be provided by the Contractor must comply with all requirements of the latest version of the *Montgomery County Maryland Building Design Standards: Planning, Design & Construction of Public Facilities* ("Building Design Standards"), which is attached hereto as [Exhibit 6](#). If the Consultant Handbook or Building Design Standards are revised at any time during the term of this Contract or the performance period of any Task Order, the latest version will be provided to the Contractor. The Consultant Handbook and Building Design Standards outline all design guidelines and standards with which the Contractor must comply.
- 2.5. The Project deliverables and phases are defined in [Exhibit 5](#). To the extent specified in any Task Order, the Basic Services must be completed in up to eight phases as follows:
- 2.5.1. POR Verification
 - 2.5.2. Conceptual Planning / Strategic Site Planning & Project Phasing
 - 2.5.3. Schematic Design
 - 2.5.4. Design Development

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- 2.5.5. Construction Documents
- 2.5.6. Permitting
- 2.5.7. Construction
- 2.5.8. Post Construction

To the extent specified in any Task Order, the Contractor may also be required to perform feasibility studies in accordance with the scope, deliverables and phases identified in the Task Order.

The Project must be designed to comply with all applicable federal, state, and local codes, laws, and health regulations and be completed according to the terms included in the Master Schedule and Completion Period, and Fixed Sum included with the Task Order.

- 2.6. The Contractor must utilize the approved key personnel and consultants identified on the List of Key Personnel included with each Task Order proposal. Such key personnel and consultants must be satisfactory to the Owner and must not be changed without the prior written consent of the Owner unless said personnel cease to be in the Contractor's (or its subcontractors', if applicable) employ, in which case a replacement must be provided who is acceptable to the Owner, and the List of Key Personnel must be amended to show the accepted changes. Key personnel include the project executive, project manager, civil engineer, structural engineer, geotechnical engineer, land surveyor, project architect, landscape architect, certified playground safety inspector/playground designer, play equipment manufacturer's representative/quality controller, field superintendent/safety & quality controller, sustainability consultant (for LEED projects, must be an appropriately accredited LEED professional who shall not serve in any other capacity on the Project), transportation/traffic engineer, environmental engineer, mechanical engineer, electrical engineer, plumbing engineer, professional specifications writer, fire protection engineer, scheduler, cost estimator, A/V engineer, security designer, information technology (IT) designer, energy engineer, and interior designer. All key personnel must work in a local project office within seventy-five miles of Rockville, Maryland. The Contractor must not delay the Project due to unavailability of the key personnel at any time during the Project, including after any hold period.
- 2.7. The Contractor, at its own expense, must make all the required submissions, and perform all required coordination, to obtain all approvals and to obtain and close out all permits required from appropriate utilities and government agencies including the County and Maryland-National Capital Park and Planning Commission, and by other approving agencies, including submissions to obtain trade permits such as mechanical, electrical, and plumbing permits. The Owner will pay all necessary initial permit and application fees. Design revisions by the Contractor to meet requirements of approving authorities must be done at no additional permit fee or construction cost to the Owner. The Contractor must initiate early and continuous reviews and coordination with these agencies.
- 2.8. The Contractor must coordinate site development design, especially pertaining to storm water management, forest conservation, and wetlands, with the appropriate governing bodies and utilities. This coordination must occur early in the design process to avoid Project delay.
- 2.9. Owner's Project Manager will assist the Contractor in obtaining the permits and approvals described above, when requested in writing by the Contractor, by:
 - 2.9.1. obtaining Owner representatives' signatures;
 - 2.9.2. attending review and coordination meetings with the Contractor;
 - 2.9.3. transferring available documents among County agencies; and
 - 2.9.4. paying initial permit and application fees.
- 2.10. To the extent identified in any Task Order, the Contractor must provide all coordination and submittals required to obtain any IgCC and/or LEED certification specified in the POR or this Contract (or as required by County Code). The fees for review and other action by the U.S. Green Building Council will be paid by the Owner.
- 2.11. For each project, the Contractor must execute a Design Quality Control (DQC) program that meets or exceeds the requirements of the Consultant Handbook. The DQC plan must be submitted by the Contractor no more than two (2) weeks after the initial Notice to Proceed for the Task Order is issued by the Contract Administrator.

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- 2.12. The Owner may require the use of Building Information Modeling (BIM) for production and delivery of all design documents for all services rendered under a Task Order, at all phases of the Project design. If a Task Order specifies that BIM is required, a BIM plan must be prepared and submitted by the Contractor as part of the DQC program. If BIM is not required for a particular Task Order, the Contractor must submit a similar plan outlining how the CAD drawings will be prepared and used for the Project.
- 2.13. The Contractor must coordinate with the Owner's commissioning consultants (CxA) for the Americans with Disabilities Act (ADA), building envelope, mechanical, electrical and plumbing at all times during design, beginning in Schematic Design with ADA. Coordination with all commissioning consultants beginning in Design Development through the Construction and Post Construction phases is required of the Contractor.
- 2.14. Each Task Order will include a Program of Requirements/Scope of Work that defines the physical, environmental and energy parameters for the Project and establishes the design objectives. The Contractor must verify and update the existing Program of Requirements as directed by the Owner's Project Manager. Once the revised Program of Requirements is approved, no deviation from the Program of Requirements is allowed without a written Task Order Amendment.
- 2.15. Prior to issuance of any Task Order or Notice to Proceed (NTP) referenced in this Contract, the Contractor must provide a detailed cost estimate (or update) with supporting documentation to determine that the estimated project cost is within the allocated budget for the Project. Each estimate must include the cost for building and site construction, and fixed equipment and furniture as specified in the Program of Requirements/Scope of Work. Documentation may include a narrative description of the Work, partial design documents, or full design documents depending on the complexity of the work required under the Task Order. Estimates for alternates, value engineering and life cycle costs are also required as indicated in the Consultant Handbook. The Contractor must keep all estimates confidential.
 - 2.15.1. Estimates must include a complete Task Order Scope of Work with detailed descriptions of work to be performed including quantities:
 - 2.15.1.1. based on contract amounts stated in the Cost Breakdown Form by Prototype ([Exhibit 11](#)); and
 - 2.15.1.2. Costs for Alternates ([Exhibit 12](#)).
 - 2.15.2. All work required beyond the scope of the aforementioned pricing structures shall be clearly described and quantified in a detailed breakdown and assigned costs based on contract amounts stated in Unit Prices ([Exhibit 16](#)).
 - 2.15.3. Any work required to complete the project scope beyond items identified in Exhibits 11, 12 and 16 shall be considered a non-pre-priced item and shall be clearly defined as such with detailed description, quantities, and Contractor's proposed cost for such non-pre-priced item.
 - 2.15.3.1. All non-pre-priced items are subject to an open bid/open book review of the work/scope cost and pricing provided by the subcontractors for inclusion in the Contractor's proposal for the Owner's review and acceptance in the determination of fair and reasonable pricing for the work for inclusion in the Task Order.
 - 2.15.3.2. Items should have up to three price quotes from subcontractor/vendors or an actual quote/contract/term for sole-sourced items for which the Contractor is unable to have multiple price quotes.
 - 2.15.3.3. Contractor should provide an explanation of the cause for sole-source designation for each item designated as sole source.

By acceptance of the Contractor's estimate the Owner and Contractor agree that it represents a full and fair cost for full performance of the Scope of Work contained in the Task Order and the Owner will authorize issuance of a Task Order Amendment as a Fixed Sum.
- 2.16. The Fixed Sum for any Task Order or designated portion thereof may be modified in writing only in the form of a written Task Order Amendment. The Contractor must prepare drawings, specifications, and other documents necessary to validate that the Project will be within the

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Fixed Sum, will represent the standard for the performance of the work, and will provide the basis for as-built documents. By signature of any Task Order, the Contractor acknowledges and agrees that the Project can be constructed within the Fixed Sum.

- 2.17. With each Design Phase submittal and each interim, revision, or subsequent design submittal of the Contractor to the Owner, the Contractor must make the following certification in writing, which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith: have been prepared in accordance with the Task Order Contract Between Owner and Contractor for Design Build Services; are in compliance with appropriate codes and standards; fulfill the Contract and Task Order requirements; and the work indicated by them will not exceed the Fixed Sum as indicated in the Task Order."

- 2.18. Each Task Order may include a Master Schedule. No deviation from the Master Schedule is allowed without a written Task Order Amendment. Should the Owner determine that the Contractor is behind schedule, the Contractor must expedite and accelerate its efforts, which may include additional staff and/or overtime, to maintain the approved design schedule at no additional cost to the Owner, except for excusable delays as defined in this Contract.
- 2.19. During all phases of the Project, the Contractor must coordinate design and construction sequencing with the Owner. Throughout all phases of the Project, the Contractor and its subcontractors must meet periodically with the Owner's Project Manager when reasonably requested. Attendees shall be as determined by the Owner's Project Manager. Unless noted otherwise, meetings the Contractor must attend include but are not limited to:
- 2.19.1. Contractor orientation meeting and meeting with the Owner's technical personnel.
 - 2.19.2. Design charrette meetings at the Conceptual Planning phase.
 - 2.19.3. Design conferences including work sessions, conducted weekly, which must include representatives from all relevant disciplines during design. All work sessions and design conferences will be held at the Owner's offices.
 - 2.19.4. Presentation meetings with the Owner, including the Design Review Committee, at the end of each phase of design.
 - 2.19.5. Public design presentation to the community (or stakeholders) to present the design process and concepts and to gather community (or stakeholder) input to incorporate into the final design.
 - 2.19.6. Presentations to County officials including the County Executive and the County Council, as necessary.
 - 2.19.7. Additional public meetings to present final design solutions to the community as part of the Mandatory Referral (if required).
 - 2.19.8. Required meetings with the Maryland-National Capital Park and Planning Commission and other public bodies.
 - 2.19.9. Construction estimate and Fixed Sum conferences.
 - 2.19.10. Pre-construction conference.
 - 2.19.11. Weekly construction progress/commissioning meetings. Additional field meetings may be held at the Owner's request to resolve urgent issues.
 - 2.19.12. Substantial Completion, Final Completion, Punch List, inspections, measurement and verification meetings as required by the sustainability and commissioning processes, and completion-of-warranty-period meetings.
 - 2.19.13. Any meetings to be scheduled by the Contractor necessary to properly coordinate the design and construction efforts, including, without limitation, meetings with governing AHJ and other regulating agencies, code officials and applicable utilities.
- 2.20. The Contractor must take and transcribe minutes of all Project and progress meetings and provide them to the Owner no later than three (3) business days after such meeting. The cost of such transcription services must be borne by the Contractor.
- 2.21. To the extent identified in any Task Order, the Contractor must provide a furniture (site furnishing) layout drawing and coordinate utilities with the layout. The Contractor shall also coordinate with the Owner in the selection and specification of loose furniture (site furnishing),

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not contained in the Task Order, to be purchased by the Owner from other vendors, which may be limited to existing Owner furniture (site furnishing) contracts. The Contractor must provide the Owner a list of all selected furniture (site furnishing) including all characteristics of each item. The cost of loose furniture (site furnishing) shall not be included in the fixed sum estimates if not included in the Task Order requirements; however, the cost of fixed furniture (site furnishing) and equipment must be included in the fixed sum estimates if contained in the Task Order. All playground equipment listed on Attachment J and Attachment O, shall be included in fixed sum estimates.

- 2.22. All costs for in-house printing/reproduction necessary during the design and for permitting and construction administration by the Contractor must be borne by the Contractor and will not be reimbursed by the Owner.
- 2.23. The Contractor must provide copies of design documents as required by the Consultant Handbook to the County project management team to be distributed for review and comments.
- 2.24. Basic Services that apply to all Task Orders under this Contract and are to begin upon Notice to Proceed in the following sequence: this sequence may be updated and modified as the Project develops. Reference Chapters 4 and 5 of the Consultant Handbook for expanded information.

Design Period

2.24.1. Issuance of Task Order for performance of Project Program of Requirements (POR) Verification including scope, schedule, and Fixed Sum.

2.24.2. Program of Requirements (POR) Verification – NTP-1

- 2.24.2.1. Conceptual Planning / Strategic Site Planning & Project Phasing
 - 2.24.2.2. Initial kickoff meeting with the project team and all key personnel including stakeholders.
 - 2.24.2.3. Contractor study of the project and site conditions.
 - 2.24.2.4. Prepare feasibility site plan options showing permanent and temporary playgrounds and equipment; fences and gates; storage structures; as well as hardscape and planted areas. Options must include phasing diagrams that illustrate continuity of service.
 - 2.24.2.5. Provide cost estimates of proposed options for Owner consideration.
 - 2.24.2.6. Establish Fixed Sum
- 2.24.3. Issuance of Task Order Amendment for verified scope, schedule, and Fixed Sum cost of design and construction.

2.24.4. Schematic Design Phase – NTP-2

- 2.24.4.1. Survey site and prepare documents in accordance with Consultant Handbook and Building Design Standards.
- 2.24.4.2. Incorporate Conceptual Planning Phase comments.
- 2.24.4.3. Prepare and submit stormwater concept and forest conservation plans as required.
- 2.24.4.4. Meet with utility companies and regulatory agencies.

2.24.5. Design Development Phase

- 2.24.5.1. Develop drawings and specifications.
- 2.24.5.2. Incorporate Owner, ADA CxA, utility company and regulatory agency Schematic Design Phase review comments.
- 2.24.5.3. Prepare design options / material selections for play equipment.
- 2.24.5.4. Propose construction details for major components.
- 2.24.5.5. Develop phasing drawings.

2.24.6. Construction Document Phase

- 2.24.6.1. Incorporate Owner ADA CxA, utility company and regulatory agency Design Development Phase review comments.
- 2.24.6.2. Develop construction details for all components.
- 2.24.6.3. Provide updated Schedule of Values.
- 2.24.6.4. Prepare Permit Set
- 2.24.6.5. Incorporate Owner, ADA CxA, utility company and regulatory agency Construction Document Phase review comments.

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- 2.24.6.6. Prepare complete and final construction documents including detailed phasing drawings.
- 2.24.6.7. Prepare final Schedule of Values.
- 2.24.7. Permitting Process/Phase
 - 2.24.7.1. Perform code analysis and conduct meetings with agencies/AHJ.
 - 2.24.7.2. Submit permit documents to authorities having jurisdiction and obtain all necessary approvals for construction.
 - 2.24.7.3. Deliver all permits and approvals (except trade permits) to the Owner.

Construction Period

2.24.8. Pre-Construction Phase – NTP-3

- 2.24.8.1. Pre-construction meeting.
- 2.24.8.2. Preparation and review/approval of pre-construction documents.
- 2.24.8.3. Initial site walkthrough with permitting agencies.
- 2.24.8.4. Detailed Schedule of Values in CSI format including all subcontractors and phases.
- 2.24.8.5. Project ICPM Schedule.
- 2.24.8.6. Comprehensive construction site management and staging plan.
- 2.24.8.7. Schedule of Submittals and Shop Drawings.
- 2.24.8.8. Detailed Organization Chart.
- 2.24.8.9. List of Long Lead items.
- 2.24.8.10. List of all subcontractors and suppliers (indicate MFD subs and suppliers).
- 2.24.8.11. Construction Quality Control and Safety Plan.
- 2.24.8.12. Waste Management Plan.
- 2.24.8.13. Site Utilization Plan.
- 2.24.8.14. Electronic Project Web Site set up using BIM360 system.
- 2.24.8.15. Construction Web Cam set up.

2.24.9. Construction Phase – NTP-4

- 2.24.9.1. Routine site walkthroughs.
- 2.24.9.2. Submittals - As part of each Construction Period referenced in this Contract or any Task Order, the Contractor must provide submittals in the form of detailed shop drawings, product data, samples, and mock-ups (where necessary) to fully illustrate proposed materials, equipment, assembly, configuration, and layout. Shop drawings shall be prepared by a qualified detailer; product data shall include performance charts and other descriptive data; and samples shall be sufficient in size to clearly illustrate functional characteristics of product or material in full range of colors. Owner review of submittals will be performed at the option of the Owner.
- 2.24.9.3. Use BIM360 CM software to keep documents coordinated and to collaborate with the Owner.
- 2.24.9.4. Provide issue logs in BIM360.
- 2.24.9.5. Provide CPM schedule.
- 2.24.9.6. Meetings with governing and other regulatory agencies, code officials and applicable utilities.
- 2.24.9.7. Prepare punchlist of items to present to Owner at Substantial Completion.
- 2.24.9.8. Notify Owner of Substantial Completion and perform walkthrough with Owner, Owner's ADA Commissioning Consultant, and Owner's third-party certified playground inspector.
- 2.24.9.9. Complete Contractor's, Owner's, third party certified playground inspector's, ADA CxA, and licensing authority's punchlists.
- 2.24.9.10. Complete Final Closeout documentation.
- 2.24.9.11. Provide all close-out materials including manuals, warranties, specifications, as-built drawings and permits.
- 2.24.9.12. Demolish existing or decommission temporary playground including removal of all equipment, surplus fencing, storage structures, and site materials. Restore the temporary or existing playground site by re-grading the area and implementing soil

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stabilization and/or stormwater management/sediment control strategies as determined during the Design Period.

2.24.10. Post Construction Phase

3. General

- 3.1. Projects must be constructed to be fully functional playground facilities in accordance with all regulatory and licensing requirements.
- 3.2. Electronic files: Program of Requirement files including Basis of Design drawings and specifications provided in electronic format have been produced with care and reviewed for accuracy by the Owner's Consultant. However, neither Owner's Consultant nor the Owner accept any responsibility for discrepancies in such file nor accepts any liability for missing information. Native format files such as AutoCAD DWG or Revit RVT files will be provided, if available, if requested after NTP for the contract and contractor/subcontractors must review them carefully and accept full responsibility for use of such files. All errors and discrepancies must be notified to the Owner as soon as they are discovered.
- 3.3. Construction/Project Management Software and Hardware requirement:
 - 3.3.1. County's standard project management software is BIM360 and photographic recordation system is Multivista.
 - 3.3.2. This Task Order Contract will allow the Contractor to include a Ten Thousand Dollar (\$10,000.00) per year project allowance in appropriate Task Order(s) for required software.

4. Additional Services

- 4.1. If any of the following Additional Services are authorized by the Owner, in advance and in writing, the Contractor must furnish or obtain from others the authorized services. The Contractor shall be compensated for these Additional Services by the Owner as provided in Article 8 of this Contract to the extent they exceed the obligations of the Contractor under the Contract. This list of Additional Services is not exhaustive but is illustrative only.
 - 4.1.1. Making major revisions in drawings, specifications, or other documents when such revisions are changes to the Project requirements and are due to causes beyond the control and without the fault and negligence of the Contractor or its subcontractors or agents, including compliance with new codes or ordinances adopted by the Project's jurisdiction after the start of the Construction Documents phase.
 - 4.1.2. Preparing to serve or serving as an expert witness for the Owner in connection with a legal proceeding; however, preparing to serve or serving as a fact witness for the County or rendering testimony necessary to secure governmental approval of the Project shall not constitute an Additional Service.
 - 4.1.3. Providing Additional Services that are not included in the Basic Services, not contained in a Task Order Amendment, but are related to the Project, and are to be furnished in accordance with generally accepted design practices

**END OF ATTACHMENT P
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