
Design-Build Services for Various Childcare Facilities

ATTACHMENT P: SCOPE OF WORK

1. Scope of Work

- 1.1. *Program of Requirements, Child Care Renovations, Part 1 – Modular (Program of Requirements or POR)* is an independent PDF document on BidNet and is attached to this contract separately.
- 1.2. Project must be constructed to be fully functional child care 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 facilities where required to maintain uninterrupted service.
- 1.4. The Project Sites are associated with childcare facilities at seven (7) of the eight (8) locations identified in Attachment P: Scope of Work – Program of Requirements, Child Care Renovations, Part 1 – Modular (all excluding Woodlin Elementary School).

2. Basic Services

- 2.1. The Contractor must provide comprehensive professional building 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 written Design Adjustment
- 2.3. The Contractor must provide comprehensive architectural and engineering services that may include but may not be limited to:
 - 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 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,

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- 2.3.28. audio visual design,
 - 2.3.29. landscape design,
 - 2.3.30. coordinate 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 15. 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 16. 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 15. 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
 - 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 Price 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, , field superintendent/safety & quality controller, sustainability consultant, 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.

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- 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 permit and application fees. Design revisions by the Contractor to meet requirements of approving authorities must be done at no 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 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 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.
- 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 Design Adjustment.
- 2.15. The Fixed Price for any Task Order or designated portion thereof may be modified in writing only in the form of a Design Adjustment. The Contractor must prepare drawings, specifications, and other documents necessary to validate that the Project will be within the Fixed Price. By signature of any Task Order, the Contractor acknowledges and agrees that the Project can be constructed within the Fixed Price.
- 2.16. As part of each Design Phase referenced in this Contract or any Task Order, the Contractor must provide a detailed cost estimate to determine that the estimated Project cost is within the Fixed Price allocated 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. Estimates for alternates, value engineering and life cycle costs

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are also required as indicated in the Consultant Handbook. The Contractor must keep all estimates confidential.

- 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 requirements; and the work indicated by them will not exceed the Fixed Price 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 Design Adjustment. 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, or electronically via Microsoft Teams.
 - 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 Price 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 layout drawing and coordinate utilities with the layout. The Contractor shall also coordinate with the Owner in the selection and specification of loose furniture to be purchased by the Owner from other vendors, which may be limited to existing Owner furniture contracts. The Contractor

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must provide the Owner a list of all selected furniture including all characteristics of each item. The cost of loose furniture shall not be included in the fixed price cost estimates; however, the cost of fixed furniture and equipment must be included in the fixed price cost 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. Program of Requirements (POR) Verification – **NTP-1**

2.24.2. Conceptual Planning / Strategic Site Planning & Project Phasing

- 2.24.2.1. Initial kickoff meeting with the project team and all key personnel including stakeholders.
- 2.24.2.2. Contractor study of the project and site conditions.
- 2.24.2.3. Prepare feasibility site plan options showing permanent and temporary facilities; fences and gates; storage structures; as well as hardscape and planted areas. Options must include phasing diagrams that illustrate continuity of service.
- 2.24.2.4. Provide cost estimates of proposed options for Owner consideration.
- 2.24.2.5. Establish Fixed Price

2.24.3. Schematic Design Phase – **NTP-2**

- 2.24.3.1. Survey site and prepare documents in accordance with Consultant Handbook and Building Design Standards.
- 2.24.3.2. Incorporate Conceptual Planning Phase comments.
- 2.24.3.3. Prepare and submit stormwater concept and forest conservation plans as required.
- 2.24.3.4. Meet with utility companies and regulatory agencies.
- 2.24.4. Design Development Phase
 - 2.24.4.1. Develop drawings and specifications.
 - 2.24.4.2. Incorporate Owner, ADA CxA, utility company and regulatory agency Schematic Design Phase review comments.
 - 2.24.4.3. Prepare design options / material selections for.
 - 2.24.4.4. Propose construction details.
 - 2.24.4.5. Develop phasing drawings.
- 2.24.5. Construction Document Phase
 - 2.24.5.1. Incorporate Owner ADA CxA, utility company and regulatory agency Design Development Phase review comments.
 - 2.24.5.2. Develop construction details for all components.
 - 2.24.5.3. Provide updated Schedule of Values.
 - 2.24.5.4. Prepare Permit Set
 - 2.24.5.5. Incorporate Owner, ADA CxA, utility company and regulatory agency Construction Document Phase review comments.
 - 2.24.5.6. Prepare complete and final construction documents including detailed phasing drawings.
 - 2.24.5.7. Prepare final Schedule of Values.
- 2.24.6. Permitting Process/Phase
 - 2.24.6.1. Perform code analysis and conduct meetings with agencies/AHJ.
 - 2.24.6.2. Submit permit documents to authorities having jurisdiction and obtain all necessary approvals for construction.
 - 2.24.6.3. Deliver all permits and approvals (except trade permits) to the Owner.

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Construction Period

2.24.7. Pre-Construction Phase – NTP-3

- 2.24.7.1. Pre-construction meeting.
- 2.24.7.2. Preparation and review/approval of pre-construction documents.
- 2.24.7.3. Initial site walkthrough with permitting agencies.
- 2.24.7.4. Detailed Schedule of Values in CSI format including all subcontractors and phases.
- 2.24.7.5. Project ICPM Schedule.
- 2.24.7.6. Comprehensive construction site management and staging plan.
- 2.24.7.7. Schedule of Submittals and Shop Drawings.
- 2.24.7.8. Detailed Organization Chart.
- 2.24.7.9. List of Long Lead items.
- 2.24.7.10. List of all subcontractors and suppliers (indicate MFD subs and suppliers).
- 2.24.7.11. Construction Quality Control and Safety Plan.
- 2.24.7.12. Waste Management Plan.
- 2.24.7.13. Site Utilization Plan.
- 2.24.7.14. Electronic Project Web Site set up using BIM360 system.
- 2.24.7.15. Construction Web Cam set up.

2.24.8. Construction Phase – NTP-4

- 2.24.8.1. Routine site walkthroughs.
 - 2.24.8.2. 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.
 - 2.24.8.3. Use BIM360 CM software to keep documents coordinated and to collaborate with the Owner.
 - 2.24.8.4. Provide issue logs in BIM360.
 - 2.24.8.5. Provide CPM schedule.
 - 2.24.8.6. Meetings with governing and other regulatory agencies, code officials and applicable utilities.
 - 2.24.8.7. Prepare punchlist of items to present to Owner at Substantial Completion.
 - 2.24.8.8. Notify Owner of Substantial Completion and perform walkthrough with Owner and Owner's ADA Commissioning Consultant.
 - 2.24.8.9. Complete Contractor's, Owner's, , ADA CxA, and licensing authority's punchlists.
 - 2.24.8.10. Complete Final Closeout documentation.
 - 2.24.8.11. Provide all close-out materials including manuals, warranties, specifications, as-built drawings and permits.
 - 2.24.8.12. Demolish existing or decommission temporary facilities including removal of all equipment, surplus fencing, storage structures, and site materials. Restore the temporary or existing site by re-grading the area and implementing soil stabilization and/or stormwater management/sediment control strategies as determined during the Design Period.
- 2.24.9. Post Construction Phase

3. General

- 3.1. Projects must be constructed to be fully functional child care 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

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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 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.

3.3.3. All BIM360 licenses have to be assigned to the County for use related to this Contract. Any existing licenses owned by the Contractor cannot be used for projects on this Contract.

3.4. Exterior Building Envelope must be designed with durable materials with minimum 30 year life span.

**END OF ATTACHMENT P
SCOPE OF WORK**