

ATTACHMENT 1

STATEMENT OF WORK

ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

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STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) is seeking qualified Contractors that can provide Architectural, Engineering, and Related Services (Services) on an as-needed basis. Contractor will be required to provide the Services throughout the County.
- 1.2 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 2.4 (County Review and Award Process) below.
- 1.3 The execution of a Master Agreement does not guarantee Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's service, or any Services at all, during the Term of the Master Agreement. The determination as to the need for Services will rest solely with the Department.

1.4 Description of Services

Contractor and/or their subcontractor(s) must provide Services including, but not limited to:

- a. Architectural, civil, structural, mechanical, electrical, plumbing, low voltage, telecommunications, and landscaping design; including wet stamped plans and record drawings (schematic design, design development, construction document design, and drawings),
- b. Building and fire life safety systems design and building code analysis and compliance, which includes obtaining permits,
- c. Development and/or design of building system alternatives,
- d. Americans with Disabilities Act (ADA) design and compliance review,
- e. ADA surveys performed by Certified Access Specialists (CAsp),
- f. Facilitation, by individuals with valid certifications, of designations during the programming, design, and construction for:
 - Leadership in Engineering and Environmental Design (LEED),
 - ENVISION Sustainable Infrastructure, and/or
 - SITES Sustainable Land Use.
- g. Obtaining local, state, and federal jurisdictional approvals and permitting for all projects as applicable, from regulatory agencies such as the Board of State and Community Corrections,
- h. Preparation of California Environmental Quality Act (CEQA) documents,

- i. Pre-design services which may include, but are not limited to: concept design, programming studies, various land or other surveys, exploratory efforts, feasibility and special studies, geotechnical studies, testing, and design services, drainage and grading studies, field investigative studies, testing and facility needs assessments (e.g., preparing analyses of the need for law enforcement facilities to accommodate new development and its associated costs), conceptual site utilization studies, and other facilities planning activities,
- j. Economic development impact fee study(s), as required by the Mitigation Fee Act (California Government Code Sections 66000 et seq.),
- k. Pre-construction site analysis and planning, with consideration for utilities and structures, construction sequencing, construction site coordination, site infrastructure, construction-related traffic analysis, and other considerations, as applicable,
- l. Cost estimating and related cost and contingency analysis,
- m. Development of project phasing alternatives, including cost models,
- n. Review of architectural and engineering documents and specifications for accuracy and constructability,
- o. Preparation of resource-loaded and/or project schedules,
- p. Critical path method project schedules and related analysis,
- q. Quality-control/quality assurance inspections and reports,
- r. Field engineering investigations, assessments, and reports,
- s. Surveys of industry suppliers and vendors,
- t. Peer review services and/or development of alternative/value engineering design solutions,
- u. Review and make recommendations on consultant requests for information,
- v. Value engineering and construction administration support services during construction,
- w. Provide document control services, as required, to supplement County staff in managing the day-to-day file management of Department projects,
- x. Equipment and building systems commissioning by certified consultants,
- y. Job Order Contracting (JOC), Low-Bid-Build, and Design-Build support, and
- z. Preparation of interior design, to include specifications for furniture finishes, and furniture package options.

2.0 WORK

Upon determination by the County to solicit Services, the County will issue Work Orders to Qualified Contractors on a rotational basis. It is understood by Contractor that the County's rotation process may have the effect that no Work Orders are awarded to some Contractors and the County reserves the right to match potential projects and needs to qualified Contractors based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis. After such selection, the qualified Contractor will be placed at the end of the rotation.

2.1 Work Order Process

The County's procedures for issuing and executing Work Orders are generally as follows:

- a. Upon determination by the County to issue a Work Order, the County will identify the Work to be performed and will issue a Work Order solicitation [refer to Exhibit D (Sample Work Order) to the Master Agreement] to the next qualified Contractor on the rotation. The Work Order solicitation will include a Scope of Services outlining the Work required for the performance thereof.
- b. The County will facilitate, as applicable, a job/project walk-through for all qualified Contractors that received a Work Order solicitation.

2.2 Work Order Response Requirements

Contractor must submit its response by the timeframe specified on the Work Order. Response must include all information and supporting documentation requested on the Work Order, including, but not limited to:

- Work Breakdown Structure (WBS) that is task/deliverable-based and includes a technical assessment document demonstrating Contractor's understanding of the Scope of Services and deliverables.
- Number of labor hours and rate(s) for each Contractor and/or subcontractor staff performing Work, as applicable.
- Cost and payment schedule broken out by each deliverable pay point, as applicable.
- Project timeline (see Paragraph 5.0 below).
- Subcontractor information, as applicable. If Contractor intends to utilize one or more subcontractors to perform the Work identified in the Work Order, Contractor must provide the following information with their Work Order:
 - a. Name(s) of each subcontractor,
 - b. Copies of any required licenses/certificates, as applicable, and

- c. A description of the respective roles each subcontractor will play during the project.

The County reserves its sole right to approve or disapprove the use of any subcontractor.

- Contractor's fully burdened not-to-exceed total maximum amount for the Work must be based upon the County's requirements, and Contractor's findings from the job walk through, as applicable. For purposes of this Paragraph, "fully burdened" means all non-Work Order operating expenses or fees not directly related to the Work (e.g., administrative/clerical costs, material acquisition and handling, stocking and restocking fees, and other operating costs as applicable).
- Contractor, at Contractor's sole expense, is responsible for any errors and omissions made by Contractor's misrepresentation of the level of effort needed to complete the Work and/or Contractor's failure to validate existing conditions which may be cause for additional Services.

2.3 County Review and Award Process

- 2.3.1 The County will review Contractor's Work Order response and make a tentative award. The County may make an award based solely on qualifications, or on a combination of project timeline (projected time to completion), qualifications, and/or past performance.
- 2.3.2 The County and Contractor will engage in a review and negotiate the following:
 - a. WBS,
 - b. Project timeline, and
 - c. Payment schedule.
- 2.3.3 Should the County and Contractor not reach an agreement, within a reasonable timeframe, in finalizing the project timeline, the fully burdened not-to-exceed total maximum amount for the Work, and/or other technical documents, the County, in its sole discretion, may proceed with the next qualified Contractor on the rotation.
- 2.3.4 Following successful review and approval of all required documentation, the County will issue to Contractor a Notice to Proceed (NTP) for each Work Order or portion thereof, as applicable. Contractor's Work must commence upon receipt of the first NTP.
- 2.3.5 Prior to commencement of Work, Contractor must submit applicable confidentiality forms [refer to Exhibits E3, E4, and/or E5 to this Master Agreement] to County Project Manager].

- 2.4 Contractor must not proceed with additional services not specified in each Work Order, without prior written authorization from the County. Contractor will not be paid for any expenditure beyond the amount and scope (or project phase) stipulated in each Work Order.
- 2.5 All documentation, other Work, as well as all work-in-progress, both in hard-copy and electronic file formats, generated by Contractor pursuant to and during the execution of a Work Order, is and remains the sole property of the County.
- 2.6 Project deliverables will be reviewed and accepted in accordance with Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement.
- 2.7 Upon the County's acceptance of a deliverable, Contractor may invoice the County for the deliverable, only as negotiated in advance, and memorialized in the agreed-to Scope of Services and payment schedule.

3.0 PROJECT ASSUMPTIONS

This project is being undertaken with the following general assumptions:

- 3.1 Funding has been identified for this project,
- 3.2 The underlying legal and institutional basis and requirements for the proposed project will not significantly change during the course of the project,
- 3.3 Key members of Contractor's project team must possess sufficient experience, as solely determined by County Project Director, to provide practical and cost-effective professional service delivery and expertise in their respective disciplines,
- 3.4 Notwithstanding the above, the County, in its sole determination, has the right to request that an individual on Contractor's project team be removed and replaced in a timely manner if determined to be in the best interest of the project, and
- 3.5 Contractor's cost for preparing and delivering a response to a Work Order, including Contractor's WBS, the technical assessment, project timeline, and total maximum amount, is provided to the County at Contractor's sole expense.

4.0 COUNTY'S RESPONSIBILITIES

- 4.1 The County will administer the Master Agreement according to Paragraph 6.0 (Administration of Master Agreement - County) of the Master Agreement. The County will be responsible for:
 - a. Coordinating all activities of, information from, and decisions made by County personnel,
 - b. Obtaining subject-matter expertise (SME), as applicable,

- c. Providing clarification on any of the County's requirements,
- d. Providing project oversight and management, and
- e. Making best efforts to timely review Contractor tasks and deliverables, as specified in Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement.

4.2 Furnished Items

- 4.2.1 The County will, as applicable and available, make accessible to Contractor certain drawings, specifications, and other required documents and/or information (County Materials) to facilitate the Work on a per-project basis.
- 4.2.2 Contractor must not reproduce said County Materials without express prior written authorization from County Project Director.
- 4.2.3 Notwithstanding the foregoing, the County does not represent the accuracy of the content of said materials. Contractor is responsible for verifying the existing conditions of the County facility for which Services will be rendered.

5.0 CONTRACTOR'S RESPONSIBILITIES

- 5.1 Contractor's responsibilities include, but are not limited to:
 - a. Providing all project documentation in accordance with Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement, in a form and format as directed by County Project Manager.
 - b. Maintaining and updating project timelines in Microsoft Project, or in another format approved by County Project Director, as tasks and deliverables are completed and/or modified. All documentation, as well as all versions of the project timelines to-date, are subject to review by the County at any time.
 - c. Reviewing technical components of any fully executed Work Order or supplemental Work Order, at Contractor's sole expense.
 - d. Notifying the County of any anticipated delays in the project schedule. Contractor may be required, at County's sole discretion, to provide a monthly written status report and recovery schedule summarizing progress against the approved project timeline.
 - e. Attending meetings with County personnel, at Contractor's sole expense, as determined by County Project Director. County Project Director will inform Contractor, in advance, of the meeting format (e.g., in-person or virtual) and of any documentation required for such meetings (e.g., status reports, drawings, renderings, mock-ups, and/or other documents described in the Work Order's Scope of Services).

- f. Recording all meeting minutes for tracking and memorializing discussions of project issues, as follows:
 - i. Meeting minutes must be timely recorded within two Days and saved to the final project record,
 - ii. All updates to the meeting minutes must be submitted to County Project Manager for review and approval prior to distribution to project team, and
 - iii. Authorized members of the County and Contractor project teams must be provided access to view and print information about the status of project issues from their meeting minutes.
- g. Ensuring all material and equipment required to provide the Services described throughout the Master Agreement and all resultant Work Orders, are provided to all Contractor staff. Contractor assumes all liability for the loss and/or safe operating condition of said equipment.
- h. Maintaining records of all project documentation including, but not limited to, the project timelines throughout the Term of the Master Agreement.

5.2 Contractor's Office

- 5.2.1 Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Master Agreement. In case of emergencies during non-business hours, including weekends, Contractor must receive calls from the County and answer all calls received within one hour of receipt.

6.0 PROJECT REVIEW

The project review is a critical element of County's Quality Control plan. All deviations from the original and subsequent versions of the approved Work Order and project timeline will be documented by both Contractor and County Project Director in a form and format agreed-to by the parties.

- 6.1 Upon such time the cumulative effect of project delays equals ten Days, an updated project timeline must be processed not later than two Days following the last observed delay. In like manner, Contractor must provide to the County an updated recovery project timeline for each subsequent aggregation of project delays which equals ten Days. Each update to the timeline must identify the following:
 - a. The delayed task(s),
 - b. Date of delay,
 - c. The reason(s) for each delay, and

- d. The description of the Work impacted and how the delay will be recovered.
- 6.2 Notwithstanding County Project Director's authority to approve updates to the project timeline for project delays and to grant Contractor extensions of time for Work performed, upon such time the cumulative effect of project delays equals 30 Days or more, the County, in County's sole discretion, will initiate a formal project review. The project review will be conducted by, though not be limited to, the Department's Facilities Planning Bureau and the Department's executive sponsor(s) in consultation with County Counsel. In like manner, the County will initiate a formal project review for each subsequent 30-Day extension thereafter.
- 6.3 Each project review may result in any of the following:
- a. An assessment of Contractor's progress-to-date and the likelihood of completing the project on schedule,
 - b. An assessment of Contractor's responsibility for and response to the timeline slippage, quality lapses, and/or other project issues,
 - c. An assessment of Contractor's performance expectations and the County's recommendations for improvement,
 - d. The County's request for a project recovery timeline, or
 - e. Termination of the Work Order, in whole or in part, at the County's sole discretion.
- 6.4 At minimum, Contractor's Project Director and Contractor's Project Manager must attend all project review meetings in-person, and as-needed, unless otherwise specified by County's Project Director, pursuant to Paragraph 5.1 (e) above.

7.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures set forth in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

7.1 Contract Discrepancy

Whenever a contract discrepancy is identified by the Department, a verbal notification will be made to Contractor as soon as possible. The problem must be resolved within a time period mutually agreed upon by the parties.

7.1.1 Contract Discrepancy Report

County Project Manager will determine whether a Contract Discrepancy Report (CDR) (refer to Exhibit A to the Master Agreement), will be issued. Upon receipt of the CDR, Contractor must respond in writing County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must prepare a written

plan for correction of all deficiencies identified in the CDR, which must be submitted to County Project Manager within three Business Days of receipt of the CDR. Contractor must continue Work pursuant to the scope and schedule while preparing the plan for correction.