

ATTACHMENT A-2

DESIGN CONSULTANT'S DESIGN AND CONSTRUCTION PHASE SERVICES FOR GCTO FLOORING PROJECTS

1. General

- 1.1. The Design Consultant's Design Services shall be performed in accordance with the General Construction Task Order Agreement ("Agreement"), the Design Manual, and as may be further delineated or modified by the Appendix A for the specific Task Order Project. Design Services shall be delivered in the following phases, each of which is further defined below
 - 1.1.1. Schematic Design Phase (*not applicable*)
 - 1.1.2. Construction Documents Phase.
 - 1.1.3. Construction Phase.
 - 1.1.4. Project Close-Out Phase.
 - 1.1.5. Post-Occupancy Review Phase.
- 1.2. A written Notice to Proceed for each Project phase shall be provided to the Contractor by the Authority prior to commencement of such services.
- 1.3. The Design Consultant's Design Services may include other services as authorized in writing by the Authority, in accordance with Appendix A. Such other services may include the following:
 - 1.3.1. Other Basic Services
 - 1.3.1.1. Testing and Inspection Services
 - 1.3.2. The Design Consultant's Services may also include other similar or related services as enumerated and authorized by the Authority.
- 1.4. In the event that invasive or destructive investigations in existing facilities are deemed to be necessary for completion of the Design Consultant's Services, the Contractor shall obtain the approval of the Authority and the Project School District for such invasive or destructive testing activities, and shall coordinate the scheduling of these activities with all other Design activities and the Project School District's schedule in order to minimize impact on the Project School District's operations.

2. Schematic Design Phase (*not applicable*)

3. **Construction Documents Phase Services:** Upon authorization by the Authority, the Design Consultant shall proceed with Construction Documents Services which shall include the following:
 - 3.1. **Construction Documents**
 - 3.1.1. The Design Consultant shall develop drawings, outline specifications, and other information to produce the Construction Documents setting forth in detail the requirements for the construction of the entire Project.
 - 3.1.2. The Construction Documents, as may be supplemented from time to time, shall include all drawings and specifications required to construct the Project in its entirety in accordance with applicable codes and regulations, and to obtain all State and local permits and approvals necessary to complete the construction of the Project.
 - 3.1.3. The Design Consultant shall submit the Construction Documents to the Authority for a review of progress and comment at 60% completion.
 - 3.1.4. The Design Consultant shall submit the Construction Documents to the Authority and Project School District for review and comment at 100% completion, and shall meet with the Authority to review such comments, and shall make such revisions as are necessary to secure the Authority's acceptance of the Construction Documents.
 - 3.2. **Construction Cost Estimate:** Based on the Construction Documents as accepted by the Authority and the Project School District, the Design Consultant shall prepare its Construction Documents CCE in a format provided by or acceptable to the Authority.
 - 3.2.1. If requested by the Authority, the Design Consultant shall meet with the Authority to review the updated CCE and, if necessary, to reconcile the updated CCE with the previously approved CCE or secure approval of the updated CCE.
 - 3.3. **Project Schedule:** The Design Consultant shall review its Project Schedule and make any revisions necessitated by the Construction Documents, and submit its updated Project Schedule to the Authority for review and acceptance.
 - 3.3.1. If requested by the Authority, the Design Consultant shall meet with the Authority to review its updated Project Schedule and, if necessary, to reconcile its updated Project Schedule with the Authority's own Project Schedule or secure approval of the updated Project Schedule.
4. **Construction Phase Services:** Upon Authorization by the Authority, the Design Consultant shall provide Construction Phase Services which may include the following:
 - 4.1. **Submittal Review:** The Design Consultant shall review and approve or reject Submittals prepared by or for the Contractor, including shop drawings, product data, samples and other Submittals, to confirm that the Submittals are consistent with and in compliance with requirements of the Construction Documents.
 - 4.1.1. The Design Consultant shall review each Submittal within seven calendar days of receipt to determine whether additional information is required to adequately

review a given Submittal, and notify the Contractor at once if additional information is needed.

- 4.1.2. The Design Consultant shall approve or reject each Submittal within fourteen days of receipt of a complete Submittal.
 - 4.1.3. The Design Consultant shall maintain a record of Submittals and copies of Submittals submitted by the Contractor, with receipt and return dates and Submittal status for each.
 - 4.1.4. The Design Consultant shall review and approve or reject revised Submittals prepared by the Contractor in response to the Design Consultant's review comments.
 - 4.1.5. The Design Consultant shall provide the Authority with a copy of each Submittal, with action taken, promptly following review and acceptance or rejection.
 - 4.1.6. The Design Consultant's review pursuant to this Section shall be for the purpose of determining whether the items or equipment specified in Submittals are consistent with the requirements of the Contract Documents, and such review shall not be deemed to be undertaken for the purpose of determining the accuracy and completeness of each Submittal, determining that any other details such as dimensions and quantities have been complied with, or of substantiating instructions for installation and performance of equipment or systems, all of which shall remain the Contractor's responsibility, unless otherwise specified in the Contract for Construction. The Design Consultant's review pursuant to this Section also shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Consultant, of construction means, manners, methods, techniques, sequences or procedures. The Design Consultant's approval of specific items shall not indicate approval of an assembly of which the item is a component.
- 4.2. **Requests for Information:** The Design Consultant shall review and provide written responses, including supplemental information or sketches as necessary and appropriate, to Requests for Information (RFIs) submitted by the Contractor. The Design Consultant shall provide such response to the Authority within seven days of receipt of the RFI.
- 4.3. **Change Orders:** The Design Consultant shall assist the Authority and CM to evaluate, recommend and prepare Change Orders, Proposal Requests, and Construction Change Directives with supporting documentation and data if deemed necessary by the Authority.
- 4.3.1. The Design Consultant shall evaluate and prepare specific written recommendations, including evaluation of costs, to the Construction Manager and the Authority, within seven days of receipt of a Contractor's Proposal or other response to a Proposal Request, Contract Change Request or Construction Change Directive.
 - 4.3.1.1. If the nature of the work described in the Proposal Request or Contract Change Request is complex, the Authority may grant the Design Consultant additional time for its evaluation, if requested in writing.

- 4.3.2. The Design Consultant, upon request of the Authority, shall attend meetings in connection with Change Orders, Proposal Requests or Construction Change Directives.
- 4.4. **Contractor's Invoices:** The Design Consultant shall be responsible for certifying to the Authority the amounts due to the Contractor under the Contract for Construction.
 - 4.4.1. The Design Consultant shall review and certify the amounts due the Contractor within five business days after receipt of the Contractor's invoice.
 - 4.4.2. The Design Consultant's certification of payment shall constitute a representation to the Authority, based on the Design Consultant's on-site observations, the data contained in the Contractor's invoice and any other facts, data or information known to it, to the best of its knowledge, information and belief, that:
 - 4.4.2.1. The Construction Work on the Project has progressed to the point indicated;
 - 4.4.2.2. The quality of the Construction Work is generally in accordance with the Contract for Construction; and
 - 4.4.2.3. The Contractor is entitled to payment in the amount certified.
- 4.5. **Other Construction Phase Services**
 - 4.5.1. The Design Consultant shall advise the Authority regarding existing or anticipated disputes and/or Claims that may arise between the Authority and the Contractor.
 - 4.5.2. The Design Consultant shall receive, review and comment on results and certifications of testing and inspections, and make recommendations for correction of non-conforming Work.
 - 4.5.3. The Design Consultant shall participate in regularly scheduled construction meetings biweekly or as otherwise approved by the Authority.
- 5. **Project Close-Out Phase Services:** The Design Consultant shall cooperate with the Authority and its agents in the planning, scheduling and execution of Project Close-Out activities including the following:
 - 5.1. **Inspections:** Upon notice from the Contractor that the Work is complete, the Design Consultant shall participate in any and all pre-final and final inspections, along with representatives of the Contractor, the Authority, and the Project School District.
 - 5.2. **Punchlist:** Upon notice from the Contractor that the Work is complete, the Design Consultant, in conjunction with the Authority and the Project School District, shall inspect the Work and assist in preparation of the Punchlist of incomplete, defective or unsatisfactory Work items, and shall develop a schedule for completion or correction by the Contractor.
 - 5.2.1. When the Design Consultant and the Authority are satisfied that the Punchlist is complete, the Design Consultant shall forward the Punchlist and all supporting

documentation to the Authority for review and acceptance and issuance to the Contractor.

- 5.3. **Substantial Completion:** Once the Punchlist has been prepared, if the Design Consultant determines in conjunction with the Authority that the contractual completion status of the Construction Contract supports a finding that Substantial Completion has been met, the Design Consultant shall issue to the Contractor, in a format acceptable to the Authority, a certificate of Substantial Completion, with the executed Temporary Certificate of Acceptance attached.
- 5.4. **Project Close-Out Submission Checklist:** The Design Consultant shall create a Project Close-Out submission checklist, and shall assist the Authority in obtaining all required documentation, certifications and other deliverables required of the Contractor under the Construction Contract and identified on such checklist.
- 5.5. **Final Completion:** Upon receipt of all required documentation and notice from the Contractor that all outstanding items on the Punchlist have been completed, the Design Consultant shall perform its final inspection, in conjunction with the Authority and the Project School District, to confirm that all Punchlist items have been completed. Upon finding all Punchlist items complete, the Design Consultant shall issue to the Contractor, in a format acceptable to the Authority, its certificate of Final Completion, with the executed Certificate of Acceptance attached.
 - 5.5.1. The Design Consultant shall assist the Authority in the creation and issuance of a Final Completion Checklist Form (NJSDA Form 710), including documentation and certification of all Punchlist items.
- 5.6. **Record Drawings:** The Design Consultant shall prepare Record Drawings incorporating all changes, notations, and other data provided by the Contractor in the As-Built Documents.
 - 5.6.1. The Design Consultant shall monitor the Contractor's timely preparation and updating of As-Built Documents and notify the Contractor and the Authority of any failure in the completion of as-built drawings.
 - 5.6.2. The Design Consultant shall place the following statement on the Record Drawings: "The As-Built information added to this drawing has been supplied by the Contractor. The (Architect) (Engineer) assumes no responsibility or liability for its accuracy other than conformity with the design concept and general adequacy of the As-Built information to the best of the (Architect's) (Engineer's) knowledge."
 - 5.6.3. The Design Consultant shall complete the Record Set within 30 days of receipt of the As-Built Documents.
6. **Post-Occupancy Review Phase Services:** The Design Consultant shall assist in the resolution of the Contractor's obligations in accordance with its warranty and guarantee for this Project as such arise.
 - 6.1. **Warranty Inspection:** Approximately eleven months after Final Payment to the Contractor, the Design Consultant shall conduct, in conjunction with the Authority and the Project School District, a walk-through and warranty inspection at the Project Site.

- 6.1.1. The Design Consultant shall prepare, and within ten days of the walk-through shall submit, a written report to the Authority setting forth the findings of the inspection.
- 6.1.2. The Design Consultant shall, upon completion by the Contractor of any work to correct deficiencies, latent defects or warranty work discovered in the walk-through and warranty inspection (but not later than thirty days after the end of the one-year warranty period), re-inspect the Construction Work and within ten Days of reinspection, shall submit a final report to the Authority documenting the findings of the reinspection.