

EXHIBIT “A”
SCOPE OF SERVICES

**RESPONSIBILITIES AND SERVICES OF ARCHITECT/ENGINEER/INTERIOR DESIGNER
(CONSULTANT)**

The Architect/Engineer/Interior Designer (Consultant) shall provide all professional services necessary for completing the following items:

A. BASIC SERVICES

The Consultant shall provide the following design services as part of their Basic Service Fee:

- Architectural
- Programming: Review programming provided by State of New Jersey
- Architecture
- Structural Engineering
- Civil Engineering
- Mechanical (HVAC), Plumbing, Fire Protection Engineering
- Electrical Engineering (power, lighting, fire detection/alarm and voice data)
- Technology Coordination
- Interior Design
- Signage and Wayfinding

The Consultant shall also provide the services of an independent Cost Estimator to provide a Construction Cost at the completion of the Architectural Program, Schematic, Design Development and Final Design Phases.

The Scope of Services is not intended to be exhaustive. It is the Consultant's responsibility to provide all professional design services required to complete this project.

Specifically, the Consultant agrees to provide the services described below:

1. Provide work which shall comply with professional architectural and engineering standards and applicable requirements of federal, state, and local law.
2. Identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies.
3. Contract for or employ at Consultant's expense, sub consultant(s) to the extent deemed necessary for completion of the project including: architects, mechanical, electrical, plumbing and structural engineers, licensed as such by the State of New Jersey. The names of said sub consultant(s) shall be submitted to the Borough and CCIA for approval prior to commencement of work. The Borough and CCIA reserves the right to reject the use of any sub consultant. Nothing in the foregoing procedure shall create any

contractual relationship between the Borough and CCIA and any sub consultant employed by the Consultant under terms of the Agreement.

4. Cooperate with other professionals employed by the Borough for the design, coordination or management of this project or other work related to or affecting the project.
5. Chair, conduct and take minutes of any coordination meetings during the entire design phase with its sub consultant(s), user groups or committees, Borough and CCIA representatives and others. Consultant shall invite the Borough and CCIA and/or its representative to participate in these meetings. Consultant shall document design/coordination comments generated in these meetings.
6. Review any reference materials and other information provided by the Borough and CCIA, including surveys, drawings, and other data. Advise the Borough and CCIA, based on its experience, as to whether this data is sufficient for purposes of design, or whether additional data is necessary.
7. Be responsible for the professional quality and technical accuracy of all studies, reports, projections, designs, drawings, specifications and other services furnished by the Consultant under terms of the Agreement as well as coordination with all studies, reports and other information provided by the Borough and CCIA. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, design, drawings, specifications and other services.
8. Be responsible for the coordination of the design and the layout of the technology backbone system with the State of New Jersey and the Borough's Information Technology Department, and provide general lay out and distribution of any portion of the technology backbone and distribution systems to be included in the project. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Consultant and sub consultant(s) will then prepare and be responsible for documents prepared by the Consultant.
9. The Consultant shall identify all Regulatory Agency approvals that will govern and affect the design work. Any application fees will be paid by the Borough as a direct expense.
10. The Consultant will provide services required to obtain local agencies' approval for offsite work including review by regulatory agencies having jurisdiction over the project. (If required)
11. The project construction documents must comply with the latest adopted edition of the NJ Uniform Construction Code (NJUCC) that is in effect at the time of the Final Design Phase.
12. The Consultant shall assure that this project complies with all Barrier Free requirements. The Borough and the CCIA will not review or be responsible for the content or accuracy of the ADA design information except that required by the NJUCC.

13. The Consultant shall complete and sign the technical and engineering sections of the SCD permit application forms and forward the documents to the appropriate Permitting Agency. All permit application fees will be paid by the Borough as a direct expense.
14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this project, with documentation of major discussion points, observations, decisions, questions or comments. Within five (5) working days of meetings or conferences, the Consultant shall prepare and distribute minutes of the meeting or conference to all attendees and others as designated or directed by the Borough. These shall be included in the overall project documentation.
15. Provide graphics and other design-related, computer-generated, information that would typically be developed during the design process. This information shall be formatted and downloaded to computer files that the Borough may use on its website.
16. Provide interior design material and color boards and other similar services required for or about color coordination of the Borough-provided items such as furnishings, artwork, etc.
17. Consultant is not responsible for:
 - a. Any hazardous material testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by the Borough.
 - b. Historical significance report
 - c. Design of technology backbone systems beyond the limits of the project.
- 18.. Neither the Borough's review, approval of, nor payment for, any of the services required under the Agreement shall be construed to operate as a waiver of any rights under the Agreement, and Consultant shall remain liable to the Borough in accordance with applicable law for all damages to the Borough caused by the Consultant's failure to perform any of the services furnished under the Agreement to the appropriate standard of care.

B. PLANNING PHASE

1. PROJECT INITIATION:

Upon final execution of the Agreement with the Borough, the Consultant shall:

- a. Within the first week following execution of the Agreement, meet with the Borough and CCIA and its representatives to prepare an initial scope of work list and work plan for

documentation in a computer-generated project schedule all in compliance with the schedule indicated in the RFP.

- b. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, schematic design, design development and construction document preparation and cost estimating that are part of the work of the project. Also identified will be milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the Borough and the CCIA and by all regulatory agencies and additional definition of deliverables.
- c. Review the developed work plan with the Borough and CCIA and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- d. Participate in a general project kick-off meeting to include the Consultant, appropriate sub consultant(s) and Borough and CCIA representatives.
 - 1) The project kick-off meeting will introduce key team members from the Borough and CCIA and the Consultant to each other, defining roles and responsibilities relative to the project.
 - 2) Identify and review pertinent information and/or documentation necessary from the Borough for the completion of the Consultant's design services for the project.
 - 3) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the project.
 - 4) Review and explain the scope of work and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - 5) Review documentation of the project kick-off meeting prepared by the Borough and CCIA's representative and comment prior to distribution.

C. DESIGN SERVICES

1. ARCHITECTURAL PROGRAM:

Upon authorization from the Borough to proceed, the Consultant shall continue to develop the building program. As part of the Architectural Program Phase, the Consultant shall perform a design alternatives analysis, project phasing analysis and documentation to create a detailed outline of project parameters. At a minimum, the services shall include the following:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the project is to be designed. Identify design issues relating to functional needs, space allocation, directives and constraints imposed by regulatory codes.
- b. Hold informational meetings if requested by Borough.
- c. Conduct architectural program meeting with the Borough and CCIA representatives which is to include establishment of the Sustainable Design Goals for the project. Prepare a Sustainable Design Checklist.
- d. Review the physical site and the Initial Construction Cost Budget and other information/data relating to the project or the requirements of the project as provided by the Borough and the State of New Jersey and confirm that the scope and features of the project as described are reasonable for achieving the project objectives. The Borough's Construction Cost Budget includes the costs associated with the building and site improvements; the Contractor' General Conditions, bonding, insurances, overheads and profit; and design and construction contingency. Consultant shall notify the Borough in writing if, in its professional opinion, the Borough's Construction Cost Budget is inadequate to achieve the project objectives.
- e. Adjust and refine the Initial Construction Budget based on the input from Borough and CCIA representatives and overall program goals and needs that will become more defined during the programming phase. Produce a revised Construction Cost Budget based on current market conditions for review and approval by the Borough.
- f. Upon completion and review of the Architectural Program, Consultant shall neither perform nor charge for further work unless and until the Borough and CCIA has approved this phase as complete and has given a written Notice to Proceed to Architect for the Schematic Design Phase.

2. SCHEMATIC DESIGN PHASE

Upon written authorization from the Borough and CCIA to proceed with the Schematic Design Phase, based upon accepted deliverables from the preceding phase, the Consultant shall prepare for the Borough and the State of New Jersey's review a Schematic Design Study, containing the following items as applicable to the project scope, as follows:

- a. Within the first two weeks following the start of Schematic Design, meet with the Borough and the CCIA and its representatives to prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated project schedule. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, development of schematic design options for the Borough and the State of New Jersey's review and selection of preferred scheme, and estimating that are part of the work of the project. Also, identified will be milestone activities or dates, specific task responsibilities of the Consultant, required completion times necessary for the review

and approval by the Borough and by pertinent regulatory agencies and additional definition of deliverables.

- b. Review the developed work plan with the Borough and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications for review and acceptance by the Borough.

c. Architectural Plans shall include at least the following elements:

- 1) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship and layouts of major equipment.
- 2) Indicate on the floor plans each room/space sq. ft. area and program space identification for tracking purposes.
- 3) Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area.
- 4) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of door hardware.
- 5) Identify code requirements and include occupancy classification(s) and type of construction for each significant area of the building.

d. Structural Plans shall include at least the following elements:

- 1) Review the layout of structural systems with dimensions and floor elevations.
- 2) Review all structural systems; with preliminary beam, joist, and column sizing and type identified. (as required)

e. Mechanical Plans shall include at least the following elements:

- 1) Calculate block heating, ventilation, and cooling loads including skin versus internal loading. Show proposed connection point to existing utilities and verify that existing services have adequate capacity for project.
- 2) Select a minimum of two (2) HVAC systems that appear compatible with the loading conditions for subsequent life cycle costing.
- 3) Show selected system on drawings as follows:
 - a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - b) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

- c) Schematic piping.
- d) Temperature control zoning.

f. Electrical Plans shall include at least the following elements:

- 1) Calculate overall approximate electrical loads.
- 2) Identify proposed electrical system for service, power, lighting, low voltage and communication loads. including proposed or planned additional spaces or other facilities on the project site. Show proposed connection point to existing building electrical service and verify that existing service has adequate capacity for project.
- 3) Show system(s) selected on drawings as follows:
 - a) Single line drawing(s) showing major electrical, telecom, data, security, EMS and fire alarm signal distribution systems.
 - b) Location and preliminary sizing of all major electrical systems and components including:
 - i) Load centers.
 - ii) Main panels.
 - iii) Switch gear.

g. Basis of Design

Prepare a descriptive narrative of all aspects of the project. The Basis of Design document will establish the design intent for Structural Systems, Heating, Ventilating and Air Conditioning, Plumbing and Fire Protection, Electrical Systems, and Telecommunications Systems. In addition, the Consultant will provide a table showing reasonable options for the systems identified. During the Schematic Design Phase, Consultant will work with Borough and CCIA representatives and user groups to present recommendations for the most ideal option for each of the significant building systems.

h. Estimate of Anticipated Construction Cost

Develop an Estimate of Anticipated Construction Cost based on the work product of the Schematic Design Phase. As a minimum, this cost estimate, which is to be performed by an independent Cost Estimator, should consist of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's markup. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction

Specification Institute (CSI) categories. The estimate shall separate the project's building cost from site and utilities cost. All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index. The Estimate of Anticipated Construction Cost for the project must at no point exceed the Borough's Construction Budget for the project. The Borough's Construction Cost Budget includes the costs associated with the building improvements; the Contractor' General Conditions, bonding, insurances, overheads and profit; and design and construction contingency.

After the Schematic Design Phase of Consultant's work, the following steps will be taken to reconcile the accuracy of the Estimate of Anticipated Construction Cost prepared by the Consultant. However, at all times the accuracy of the Estimate of Anticipated Construction Cost remains the responsibility of the Consultant:

- 1) The Borough and CCIA will review the Estimate of Anticipated Construction Cost for general compliance with the Borough's project scope and budget.
- 2) The Schematic Phase Estimate of Anticipated Construction Cost shall include a design contingency applied to the total of hard construction cost and contractor mark-ups, but prior to any project contingencies or inflation in the cost estimate.
- 3) If the total construction cost shown in the Schematic Phase Estimate of Anticipated Construction Cost exceeds the Construction Budget, Consultant shall prepare and make recommendations for changes to the project scope, quality, or features to bring the project within budget. Consultant shall make all changes and revisions to the schematic design documents after said changes are approved by the Borough, at no additional cost to the Borough.

i. Meetings

During the development of the Schematic Design it is anticipated that numerous meetings shall be convened between the Borough and CCIA representatives and the Consultant to progress the development of the design and gain design consensus to deliver the project. The Consultant's services include the attendance and participation of the personnel of the Consultant and its sub consultants for the project as directed by the Borough or as required by the nature of the subject matter(s) or attendees at such meetings. At the discretion of the Borough and the CCIA, the Consultant may be requested to attend additional meetings for the purpose of presenting the project to other interested groups.

j. Project Cessation Provisions

Upon completion of the Schematic Design Phase, the Borough shall have the right to terminate the Agreement upon written Notice of Termination to Consultant under the terms of the Agreement. In this case, the Borough shall pay the Consultant only the fee associated with the services provided through the Schematic Design Phase.

Upon completion and review of the Schematic Design, Consultant shall neither perform nor charge for further work unless and until the Borough has approved the Schematic Design Phase as complete and has given a written Notice to Proceed to Consultant for the Design Development Phase.

3. DESIGN DEVELOPMENT PHASE

Upon written authorization by the Borough to proceed with the Design Development Phase, Consultant shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Consultant's scope of work:

a. Architectural:

- 1) Scaled, dimensioned floor plans with final room locations including all openings.
- 2) Indicate on the floor plans each room/space sq. ft. area and program space identification for tracking purposes.
- 3) Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area.
- 4) 1/8" scale applicable building sections showing dimensional relationships, finished floor, ceiling, and materials and component relationships.
- 5) Identification of all fixed equipment to be installed as part of the scope of the construction contract.
- 6) Preliminary development of non-typical details and enlarged plans and sections.
- 7) Legend showing all symbols used on drawings.
- 8) Floor plans identifying all fixed and major movable equipment.
- 9) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - a) Light fixtures
 - b) Ceiling registers or diffusers
 - c) Access panels

b. Update Basis of Design Document:

Obtain product information (catalog cuts) of proposed products, materials and building systems unique to the project.

c. Structural:

- 1) Structural drawing indicating all structural system types with all major structural members located and sized.
- 2) Establish final top of beam and slab elevations. (if required)

d. Mechanical:

- 1) Heating and cooling load calculations as required and major duct or pipe runs sized and routed to interface with architectural and structural systems and designs.
- 2) Major mechanical equipment should be scheduled indicating size and capacity.
- 3) Ductwork and piping should be substantially located and sized.
- 4) Devices in ceiling should be located.
- 5) Legend showing all symbols used on drawings.
- 6) Update Basis of Design Document.

e. Electrical:

- 1) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 2) All major electrical equipment should be scheduled indicating size and capacity.
- 3) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications devices and panels, data connectivity points and server locations, fire alarm panels and devices, P.A./clocks/intercom devices and panels, EMS and high and low voltage controls, motor control centers, electrical panels, sub-panels, and circuit boxes, transformers and emergency generators, if required.
- 4) Legend showing all symbols used on drawings.
- 5) Update Basis of Design document.

f. Specifications:

Prepare Project Specification Table of Contents. Review and comment on the Borough's and CCIA'S construction bid contracts and contract documents (Division 0 documents) and Division 1 documents as part of its work under the Agreement. (Borough front end requirements)

g. Estimate of Anticipated Construction Cost Budget:

- 1) Revise the Estimate of Anticipated Construction Cost for the project. This cost estimate is to be performed by an independent Cost Estimator. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Estimate of Anticipated Construction Cost.
- 2) Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 3) The revised Estimate of Anticipated Construction Cost for the project must at no point exceed the Borough's Construction budget for the Project. The Borough's Construction Cost includes the costs associated with the building and site improvements; the Contractor' General Conditions, bonding, insurances, overheads and profit; and design and construction contingency. After this Phase of Consultant's work, the following steps will be taken to verify the completeness and correctness of the Estimate of Anticipated Construction Cost prepared by the Consultant. However, at all times the accuracy of the Estimate of Anticipated Construction Cost remains the responsibility of the Consultant:
 - a) The Borough will review the Estimate of Anticipated Construction Cost for compliance with the Borough project scope and budget.
 - b) The Design Development Phase Estimate of Anticipated Construction Cost shall include a design and construction contingency combined of 15% to be applied to the total of contractor hard costs, overhead, and profit but exclusive of any escalation or other project contingencies.
 - c) If the total construction cost shown in the Design Development Phase Estimate of Anticipated Construction Cost exceeds the Construction Budget, Consultant shall prepare and make recommendations for changes to the project scope, quality, or features to bring the project within budget. Consultant shall make all changes and revisions to the design development documents after said changes are approved by the Borough, at no additional cost to the Borough.
 - d) Value Engineering Workshop (at Borough's discretion): After review of the Design Development Estimate, the Borough may request a formal value

engineering workshop be conducted. Consultant and all its primary staff and the Project Manager shall complete the Value Engineering effort in a timely manner with the goal of reducing overall estimated project construction costs to be 15% below the Borough's Construction Budget. Should the Borough elect to perform this Value Engineering effort, it does not relieve the Consultant from its obligation to complete the Design Development Phase of the project within the Borough's Construction Budget as described above.

h. Meetings:

- 1) During the Design Development Phase it is anticipated that numerous meetings shall be convened between Borough and CCIA representatives and the Consultant to address specific design issues and to facilitate the decision-making.
- 2) At the request of the Borough, the Consultant may be requested to attend additional meetings for the purpose of presenting the project to other interested groups.

i. Project Cessation Provisions:

Upon completion of the Design Development Phase, the Borough shall have the right to terminate the Agreement upon written notice of such termination to Consultant under the terms of the Agreement. In such case, the Borough shall pay the Consultant only the fee associated with the services provided through the Design Development Phase.

Upon completion and review of the Design Development Phase, Consultant shall neither perform nor charge for further work unless and until the Borough has approved the Design Development Phase as complete and has given a written Notice to Proceed to Consultant for the Construction Documents Phase.

4. CONSTRUCTION DOCUMENT PHASE

Upon written authorization by the Borough to proceed with the Construction Documents Phase, Consultant shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following:

a. Meetings:

- 1) During the following Construction Document Phases it is anticipated that numerous meetings shall be convened between Borough, CCIA and consultants representatives to address specific design issues and to facilitate the decision-making process.

- 2) At the request of the Borough, the Consultant may be requested to attend additional meetings for the purpose of presenting the project to other interested groups.

b. 90% Complete Final Review Construction Documents:

- 1) Consultant shall submit copies of all plans and specifications to the Borough and the CCIA for review and approval prior to submission of the 100% Complete Construction Documents. Final review documents shall be complete to 90% and include all drawings, details, sections, tables, schedules, and elevations that will be included in the final submittal set. This submittal will include incorporation of all Value Engineering items identified at the end of the Design Development Phase.
- 2) Constructability Review: The Borough and CCIA representatives will conduct a constructability review of the Construction Documents. A report of the constructability review comments shall be given to the Consultant who shall modify the design documents to reflect the Borough approved changes along with providing written comments for each item listed in the report. All comments shall be addressed before the final submittal set.
- 3) Estimate of Anticipated Construction Cost: Revise the Estimate of Anticipated Construction Cost for the project. This cost estimate is to be performed by an independent Cost Estimator. Along with the conditions identified in the preceding phases, the following conditions apply to the revised Estimate of Anticipated Construction Cost:
 - a) Update and refine the Construction Document Phase Estimate of Anticipated Construction Cost.
 - b) The Estimate of Anticipated Construction Cost for the project must at no point exceed the Borough's budget for the project. After this phase of Consultant's work, the following steps will be taken to reconcile the accuracy of the Estimate of Anticipated Construction Cost prepared by the Consultant. However, at all times the accuracy of the Estimate of Anticipated Construction Cost remains the responsibility of the Consultant:
 1. The Borough will review the Estimate of Anticipated Construction Cost for general compliance with the Borough's project scope and budget.
 2. The Estimate of Anticipated Construction Cost Budget shall include design contingency in this phase to account for potential changes.

c. 100% Complete Construction Documents:

1) Architectural:

- a) Completed site plan. (for the purpose of providing an area for material deliveries and storage)
- b) Completed floor plans, elevations, and sections.
- c) Architectural details and large blow-ups completed.
- d) Finish, door, and hardware schedules completed, including all details.
- e) Fixed equipment details and identification completed.
- f) Reflected ceiling plans completed.

2) Structural: (if required)

- a) Structural floor plans and sections with detailing completed.
- b) Structural calculations completed.

3) Mechanical:

- a) Large scale mechanical details complete.
- b) Mechanical schedules for equipment completed.
- c) Completed electrical schematic for environmental cooling and exhaust equipment.
- d) Complete energy conservation calculations and report.

4) Electrical:

- a) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed. Substantially complete all system designs for data, fire alarm, EMS, P.A./clocks/intercom showing all device and connection point locations, panel, hub, and control locations and backbone wiring distribution layouts.
- c) All electrical equipment schedules completed.

- d) Special system components plans completed.
- e) Electrical load calculations completed.

5) Estimate of Anticipated Construction Cost:

- a) Revise the Estimate of Anticipated Construction Cost for the project. This cost estimate is to be performed by an independent Cost Estimator. Along with the conditions identified in the preceding phases, the following conditions apply to the revised Estimate of Anticipated Construction Cost:
- b) Update and refine the 90% Construction Documents Estimate of Anticipated Construction Cost.
- c) The final, 100% CD Estimate of Anticipated Construction Cost for the project must at no point exceed the Borough's budget for the project. The Borough's Construction Cost includes the costs associated with the building and site improvements; the Contractor' General Conditions, bonding, insurances, overheads and profit; and design and construction contingency. After this phase of Consultant's work, the following steps will be taken to reconcile the accuracy of the Estimate of Anticipated Construction Cost prepared by the Consultant. However, at all times the accuracy of the Estimate of Anticipated Construction Cost remains the responsibility of the Consultant:
 - 1. The Borough will review the Estimate of Anticipated Construction Cost for general compliance with the Borough's project scope and budget.
 - 2. The Estimate of Anticipated Construction Cost Budget shall include design and construction contingency combined of 15% in this phase to account for potential changes.

6) Specifications:

Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project. Specifications shall be in CSI format. Where articles, materials, and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code. Specifications shall not contain restrictions that will limit competitive bids other than those that have been specifically approved by the Borough to match existing in use or as otherwise permitted by applicable law. At one hundred percent (100%) review, specifications shall be reviewed by the Borough and CCIA and corrections made as directed at no cost to the Borough.

Project Cessation Provisions:

Upon completion of the Construction Documents Phase, the Borough shall have the right to terminate the Agreement upon written Notice of Termination to Consultant under the terms of the Agreement. In this case, the Borough shall pay the Consultant only the fee associated with the services provided through the Construction Documents Phase. Upon completion and review of the Construction Documents Phase deliverables, Consultant shall neither perform nor charge for further work unless and until the Borough and CCIA has approved the Construction Documents Phase as complete and has given a written Notice to Proceed to Consultant for the Bid Phase.

5. BID PHASE

Upon written authorization from the Borough to proceed with the Bidding Phase, based upon accepted deliverables from the preceding phase, the Consultant shall perform Bid Phase services for District as follows:

- a. Consultant shall review the Borough and CCIA'S bid procedures and Divisions 0 and 1 of the Project Manual. Consultant shall comply with all provisions set forth within said documents and assist in the development of bid alternates and milestone dates to be required of the contractor.
- b. While the project is being advertised for bids, all questions concerning intent shall be referred to the CCIA for screening and subsequent processing by the Consultant.
- c. If items requiring interpretation of the drawings or specifications are discovered during the bid period, those items shall be analyzed and resolved by the Consultant and submitted to the CCIA for approval. Corrective action will be in the form of an addendum prepared and issued by the Consultant.
- d. Upon completion of the Bid Phase, Consultant shall produce a conforming set of plans and specifications incorporating all addenda issued thus far. Consultant shall supply Borough with a complete, reproducible set of plans and specifications marked as a conforming set.
- e. Upon completion of the Bid Phase, the Borough shall have the right to terminate the Agreement upon written notice of this termination to Consultant under the terms of the Agreement. In this case, the Borough shall pay the Consultant only the fee associated with the services provided through the Bid Phase.
- f. The Consultant and its sub consultants, as necessary or appropriate, shall attend and participate in pre-bid meeting and job walks.

6. CONSTRUCTION ADMINISTRATION PHASE

Upon written authorization from the Borough and CCIA to proceed with the Construction Administration Phase, the Consultant shall perform Construction Administration Phase services for the Borough as follows:

- a. The Consultant's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the Contract for Construction and terminates upon satisfactory performance and completion of all tasks in this phase or upon the Borough's terminating the Agreement, whichever is earlier. All work product of the Consultant generated during the construction phase including but not limited to correspondence, field directives, drawings, submittals, RFIs, invoices, meeting minutes, etc., shall be transmitted to the Borough and CCIA for distribution.
- b. During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. These drawings shall be provided by the Consultant as necessary for the timely completion of the project and shall be at no additional cost unless designated as extra work or services by the Borough.
- c. Consultant shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change order requests, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action upon contractor's submittals shall be taken as expeditiously as possible to cause no unreasonable delay in the project or in the work of separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case, shall the review period associated with a single, submittal exceed twenty-one (21) calendar days from its receipt by the Consultant.
- d. During the course of construction, all Requests for Information (RFI) must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case, shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Consultant.
- e. Consultant shall visit the project site to attend all progress and coordination meetings or when requested by the Borough and CCIA, and in no case less than once per week, sufficient to determine that the project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the project. Consultant shall ensure that sub consultant(s) visit the site as necessary for the timely completion of the project.
- f. Based on on-site observations, the Consultant shall keep the Borough and CCIA informed of the progress and the quality of the work, and shall endeavor to guard the Borough against defects and deficiencies in the work. Consultant shall notify the Borough and the CCIA in writing of any defects or deficiencies in the work by any of the Borough's contractors that the Consultant may observe.

- g. Consultant shall prepare "Record Drawings" to record changes made during the construction of the project based upon as-built information provided by the Borough's construction contractor and project inspector, and those resulting from approved change orders. These "Record Drawings" are to be delivered in electronic format in CADD, along with three full size copies of the drawings, and shall be delivered to the Borough at completion of the construction and shall be a condition precedent to the Borough's approval of the Consultant's final payment. The Consultant may insert the following notice on all Record Drawings: "These record drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Consultant has provided a review consistent with its legal standard of care."
- h. Consultant shall review equipment and maintenance manuals and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- i. Consultant shall also provide, at the Borough's request, architectural and/or engineering advice to the Borough on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- j. Process contractor pay applications in coordination with the Borough to insure timely payment to the contractor. Recommendations of Payment by Consultant constitute Consultant's representation to the Borough, that work has progressed to the point indicated to the best of Consultant's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

7. CLOSE OUT PHASE

As the Construction Administration Phase progresses, the Consultant shall perform the following Close Out Phase services for the Borough as required:

- a. Consultant shall conduct inspections as required to determine when the contractor has completed the project and shall prepare punch lists of items that remain in need of correction or completion.
- b. Consultant shall review all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Consultant's recommendation as to the adequacy of these items.
- c. Consultant shall prepare all Record Drawings for the project.
- d. Review contractor's final retention release pay application and verify all conditions of project completion have been satisfied.