

**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
PROFESSIONAL SERVICES AND  
RELATED MATTERS**

## **Basic Services**

Without limiting any obligations arising under law, Consultant's Basic Services are listed for each of the phases described below and include normal Architectural, Roofing Consultant, Energy Consulting, Structural and Electrical Engineering services as deemed necessary.

### **I. Schematic Phase (SD)**

- a) Consultant shall prepare a project scoping document with the Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.
- b) Consultant shall provide a preliminary evaluation of the project scope and the Project budget requirements, each in terms of the other.
- c) Consultant shall review with Owner alternative approaches to design and construction of the Project including cost benefit analysis for proposed design solutions.
- d) Based on the mutually agreed-upon scope and Project budget requirements, Consultant shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and interrelationship of Project components.
- e) Consultant shall submit to Owner a Statement of Probable Construction Cost based on area, volume, or other unit costs, in conformity with all elements of the Schematic Design Documents

### **II. Design Development Phase (DD)**

- a) Based on the approved Schematic Design Documents and any other adjustments authorized by Owner or Project budget, Consultant shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- b) Consultant shall submit to Owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

### **III. Construction Documents Phase (CD)**

- a) Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the Project or in the Project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail the requirements for the construction of the entire project for public bidding in accordance with good design practice and all requirements of agencies having jurisdiction over the work.
- b) Consultant shall provide all documents for this Project in a format and on media approved by Owner with a base minimum of drawings completed in .dwg format.
- c) Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details, specifications, sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.
- d) The substantial aspects of the design as indicated by the Working Drawings and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA) and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work. Consultant shall prepare the required documents for the approval of federal, state and local governmental authorities having jurisdiction over the project and shall be responsible for obtaining all necessary approvals.
- e) Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.
- f) Consultant shall submit to Owner a final Statement of Probable Construction cost of the project, including a bidding and design contingency of ten percent (10%).

### **IV. Bidding Phase (BA)**

- a) Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner by preparing the publication ready electronic and paper originals for the Project Manual, and Contract Drawings. Consultant shall participate in a pre-bid conference, prepare addenda, review bids, and assist in evaluating bidder's qualifications.
- b) Consultant shall attend all pre-bid conference and shall assist with documents required

to correct errors or omissions in the bid documents, or to clarify items in the bid documents.

## **V. Construction Phase (CA)**

- a) The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner and all close out documentation is completed.
- b) Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- c) Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and Owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the contractor shall be issued through the owner designated representative. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project Owner shall have the right to make all final determinations whether an item or material, proposed by the contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the Construction Documents. Owner shall make a final determination within seven (7) days after receipt of written request by Consultant.
- d) For the Contract fee, Consultant, appropriate staff personnel, and Consultant's consultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the progress and quality of the work, conformance with the design intent and as required for completion of record drawings. Consultant shall plan for weekly site meetings and specified meetings above.
- e) Consultant shall provide additional inspection services beyond those described herein upon request of Owner.
- f) Consultant will provide a proposal for additional work requested.
- g) Consultant shall, in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance there under by the contractor. Consultant shall make the initial decision on all claims and questions of the contractor

relating to the execution and progress of the Work, and on all other matters or questions related thereto.

- h) Consultant shall have authority to reject Work, which does not conform to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents. With Owners approval, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- i) Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples. Such action shall be performed within 5 working days after receipt of the contractor's submittals. Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- j) Consultant shall prepare official Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- k) Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine the date of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed.
- l) Consultant shall receive, review, and transmit to Owner written guarantees, warranties, and related documents assembled by the contractor. Consultant shall issue a final Certificate for Payment upon final completion of the work.
- m) Consultant shall not be responsible for (1) construction means, methods, techniques, sequences or procedures; or (2) the safety precautions or programs of the Contractor; or (3) any acts or omissions of the contractor, any subcontractor, or any of the Contractor's

or subcontractors' agents or employees, or of any other person performing any of the work.

- n) Consultant shall furnish Owner, within 60 days after final completion of the work, a .dwg format electronic file record drawings showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the contractor. The Consultant shall take and incorporate the redline comments from the contractor, project RFI and change directives, and update with those changes into the As Built drawings and specs electronically for the use by LFUCG.