

APPENDIX B
STATEMENT OF WORK (SOW)

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APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The services to be rendered by the Consultant shall include all services as described in their September 14, 2010, proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement and shall consist of all such services as are customarily rendered when providing professional services of this type.

General

The Consultant shall provide construction project management and related services as a member of the County Project Delivery Team in support of the Sheriff's Department Facilities Planning Bureau. As a member of this team, the Consultant is expected to manage projects in an excellent, proficient, and legal manner. The Consultant is expected to be responsible for a combination of the following essential functions:

- Coordinate the programming, design, and construction of projects.
- Coordinate design reviews and plan approvals, identifying potential problems in advance, and take corrective action or notify the proper level of authority.
- Prepare authorization documentation (Board of Supervisor's letters and delegation of memoranda.
- Prepare and maintain project budgets and schedules.
- Review the work of other consultants and make recommendations on the approval of invoices.
- Administer project Agreements.
- Manage cost and schedule performance of assigned projects.
- Prepare and coordinate monthly project construction reports.
- Review and make recommendations on Consultant submittals.
- Coordinate project close-out activities.
- Evaluate and make recommendations on changes in scope of work and prepare requests for change orders.
- Interface with other County departments and agencies to resolve problems and coordinate planning, and other project management function as necessary.

Engineering and Technical Support Services

The Consultant shall furnish engineering and management and professional/technical support services as required to manage an execute project activities, including, but not limited to:

- Guidance and training in project control systems to the Los Angeles County Public Works' project managers (e.g., cost, change, schedule, and document control).

- Development of building system alternatives.
- Development of alternate/value engineering design solutions.
- Preparation of resource-loaded project schedules.
- Review of architectural and engineering documents and studies for accuracy, constructability, and value engineering.
- Constructability review of all Agreement documents.
- Identify and prepare alternative bidding/proposal packages.
- Preconstruction site analysis and planning, including considerations for temporary utilities and structures, construction sequencing, construction site coordination, site infrastructure, construction-related traffic analysis, etc. Other pre-design services shall include: studies, facility needs assessment, conceptual site utilization studies and other facilities planning activities as required by the Sheriff.
- Development of project phasing alternatives including cost models/
- Cost estimated and related cost and contingency analyses.
- Critical path method project schedules and related analyses.
- Quality control inspections and reports.
- Field engineering investigations, assessments, and reports.
- Surveys of industry suppliers and vendors.
- Review and make recommendations on Consultant requests for information.
- Geotechnical testing and investigation services.
- Land surveying services.
- Feasibility and special studies.
- Environmental documentation preparation and processing in conformance with the California Environmental Quality Act.

Schedule of Services

Specified services shall be available on an as-needed basis. A Notice to Proceed will be issued to provide construction project management and support services as required for each project. The Consultant Services work shall commence upon receipt of the first Notice to Proceed.

Compensation

Consultant shall be paid in accordance with the fee schedule as set forth in the Consultant's Fee Schedule (Exhibit B) on file with the COUNTY. The fee schedule will remain unchanged for the first year of the Agreement. The fee schedule for the succeeding Consultant Services Agreement will be negotiated in accordance with the Cost of Living Adjustment (COLA) policy specified in Section 5 (Agreement Sum), Section 5.6 (Cost of Living Adjustments (COLA's) of the Agreement.

Invoices shall conform to the Invoicing Instructions specified in Section 5 (Agreement Sum) of the Agreement. Mileage is not reimbursable.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Consultant will not be required to perform services which will exceed the Agreement amount, scope of work, and Agreement dates without amendment to the Agreement.
- 2.2 Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without amendment to the Agreement
- 2.2 All changes must be made in accordance with Section 9 (Standard Terms and Conditions, Section 9.1 (Amendments) of the Agreement.

3.0 QUALITY CONTROL

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Agreement Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Agreement requirements are being met;
- 3.2 A record of all inspections conducted by the Consultant, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Consultant's performance under this Agreement using the quality assurance procedures as defined in this Agreement, Section 9.14 (County's Quality Assurance Plan).

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified within this Agreement.

5.0 DEFINITIONS

Definitions that define terms of the Agreement are contained in Section 2 (Definitions) of the Agreement.

6.0 RESPONSIBILITIES

The County's and the Consultant's responsibilities are as follows:

COUNTY

The County will administer the Agreement according to the Agreement, Section 5 (Agreement Sum). Specific duties will include:

6.1 County's Responsibility

- 6.1.1 Monitoring the Consultant's performance in the daily operation of this Agreement.
- 6.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Agreement, Section 9 (Standard Terms and Conditions), Section 9.1 (Amendments).

6.2 Furnished Items

County will make available drawings, specifications, and other records as available in the Los Angeles County Sheriff's Department, Facilities Planning Bureau files. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

CONSULTANT

6.3 Project Manager

- 6.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. Consultant shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager shall have five (5) years of experience.
- 6.3.4 Project Manager/alternate shall have full authority to act for Consultant on all matters relating to the daily operation of the Agreement.

6.4 Personnel

- 6.4.1 Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Consultant in every detail.

6.4.2 Consultant employees shall be required to submit to a background check as set forth in Section 8.4 (Background & Security Investigations) of the Agreement.

6.5 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Consultant's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.**

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

7.0 HOURS/DAY OF WORK

- 7.1 Consultant shall be available for work schedules between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Consultant's work schedule shall allow for County recognized holidays. County will provide a list of County-recognized holidays.
- 7.2 In consideration of requirements as set by the California Environmental Quality Act (CEQA), a modified work schedule may be considered.
- 7.3 Consultant shall not work beyond their normal work schedule without written permission from the County Project Director.
- 7.4 Consultant shall maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement.

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APPENDIX C
STATEMENT OF WORK
EXHIBITS
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AGREEMENT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
Returned by Consultant: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONSULTANT RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONSULTANT RESPONSE: _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

CONSULTANT NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Consultant Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SAMPLE

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Agreement: Paragraph 8.0 - Administration of Agreement - Consultant	Consultant shall notify the County in writing of any change in name or address of the Consultant's Project Manager	Inspection & Observation	\$50 per occurrence
Agreement: Section 9.35 - Record Retention & Inspection/Audit Settlement	Consultant to maintain all required documents as specified in Section 9.35	Inspection of files	\$50 per occurrence
Agreement: Section 9.37 - Subcontracting	Consultant shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of Agreement
SOW: Section 2.2 – Addition and/or Deletion of Facilities, Specific Tasks, and/or Work Hours	Consultant will not proceed with additional services without prior written authorization.	Inspection & Observation	\$100 per occurrence, possible termination for default of Agreement.