



Attachment A

Statement of Work

Courthouse Construction Project San Joaquin County Courthouse

Superior Court of California

County of San Joaquin



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

STATEMENT OF WORK

.1. Project Description

Contractor shall, as authorized, provide the Services specified in this statement of work (“Statement of Work”, “SOW”) in connection with a public works project for a judicial branch facility to be located in Manteca, California, in accordance with the scope of the Project

.2. Definitions

For the purposes of this Statement and the Construction Documents to be executed for this Project, the following definitions shall apply.

- A. ACCEPTANCE: The written acceptance issued by the AOC after the Contractor has completed a deliverable, submittal, phase, or other contract requirement, in compliance with the Construction Documents.
- B. AOC (State): The Judicial Council of California, Administrative Office of the Courts.
- C. ARCHITECT or ENGINEER (A/E): The architect, engineers and other professional consultants under contract to the AOC to provide design and construction documentation, and construction administration services for the project.
- D. BASIC SERVICES: Services of a general nature that shall be performed and provided throughout all Phases of the Work.
- E. CONSTRUCTION DOCUMENTS: Approved final working drawings and specifications, and the General Conditions of the Contract for Construction, including General, Supplementary and other Conditions as may be developed for the Project, that set forth in detail all of the requirements for construction of the entire Project.
- F. CONSTRUCTION PHASE: The entire construction period for the Project and encompasses pre-construction-start meetings and ends with Final Acceptance by the AOC of all punch list items.
- G. CONSTRUCTION BUDGET: The budget amount established by the AOC that represents the maximum authorized cost for construction of the Project including escalation, and AOC’s change order contingency. The Construction Budget does not include fees for professional services, AOC inspection, testing, and inspection services.
- H. CONTRACT SUM: The Contract Sum is stated on the Coversheet as the “Total Amount Encumbered to Date”, and includes any authorized adjustments made by Change Order, and is, at all times during the term of the Contract, the total amount payable by the State to the Contractor under the Contract Documents for all goods, services, and expenses rendered or to be rendered under the Construction Documents.
- I. COURT: Superior Court, County of San Joaquin
- J. COVERSHEET: The face page of the Construction Documents that includes the AOC as the contracting Entity, and also includes the “Total Amount Encumbered to Date”.

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- K. **DELIVERABLE:** Any tangible item provided or to be provided under the Construction Documents. A Deliverable does not include Services.
- L. **DESIGN ASSIST CONTRACTOR (Contractor):** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the AOC to do the Work, identified as such in the Construction Documents, and referred to throughout the Construction Documents as if singular in number. The Contractor is responsible to provide the Design Assist Services and agrees to perform the Work identified in the Contract Documents. The term "Contractor" means the Contractor or the Contractor's representative.
- M. **DESIGN ASSIST SERVICES:** Services provided by the Design Assist Contractor and Subcontractors commencing at the 50% Design Development stage including, but not limited to participation in the refinement of the Project design, coordination of the design process, cost estimating, constructability reviews, and preparation and coordination of the 100% Design Development and Construction Documents including but not limited to mechanical, electrical, plumbing, fire sprinklers, fire alarm, security electronics; CCTV, telephone/data infrastructure and other existing systems within Project scope.
- N. **DESIGN DOCUMENT(s):** Written documents specifying the attributes, characteristics, and requirements of the building to be constructed, including its site, as developed by the AOC's Architect or Engineer and then further refined by the A/E and Design Assist Contractor throughout the design process described in the Construction Documents.
- O. **ENERGY EFFICIENCY MEASURES:** are elements of the design that minimizes energy consumption, integrates passive and active design elements, while meeting the operational needs of the facility.
- P. **FLOOR AREA:** is a measurement of the design using methods and definitions set forth in the 1996 edition of the Building Owners and Managers Association publication titled "Standard Method for Measuring Floor Area in Office Buildings," or such other standards as may be adopted by the AOC.
- Q. **FURNITURE VENDOR:** A third party under contract with the AOC, responsible for providing furniture and equipment specifications, and for supplying and installing furniture and related items under a separate agreement (the "Furniture Procurement and Installation Agreement").
- R. **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION:** is the AOC Document, General Conditions of the Contract for Construction (Document 00700), which is a part of the Contract between the AOC and the Contractor that determines the roles and responsibilities of the various parties during the Construction Phase.
- S. **GUARANTEED MAXIMUM PRICE (GMP):** is the maximum price that the AOC and the Contractor agree upon as payment for providing design assist services and for supplying and installing all the work included in the completed Construction Documents. The GMP is the sum of the Design Assist Services fee, construction of the Project, General and Supplementary Conditions, Performance and Payment Bonds. Fees for professional services, inspection, testing services, modular furniture, and AOC contingency are not included in the GMP.

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- T. LEED: The Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the United State Green Building Council (USGBC), a nationally accepted benchmark for the design, construction, and operation of high performance green buildings.
- U. MASTER PROJECT SCHEDULE: Schedule document provided by the Contractor as specified in Exhibit A, Article A.3.
- V. NIC (NOT AUTHORIZED IN CONTRACT): Services for a particular Phase of the Work have yet to be authorized. Services so identified are within the scope of the Construction Documents, provided that the AOC authorizes said Phase.
- W. PHASE: A distinct portion of the Work to be provided under the Construction Documents, as specified in this Statement Of Work.
- X. PROJECT: The expansion and renovation of the San Joaquin County Superior Court building in Manteca, California (hereinafter “the Project”). The Project is comprised of a new approximately 7,200 square foot building addition, related modifications to the existing building, and site improvements as specified in the Construction Documents
- Y. PROJECT REQUIREMENT(S): The written requirements pertaining to the Project.
- Z. RECORD DOCUMENTS: The Construction Documents, amended to show the Project as it was constructed. Record Documents include any significant changes or clarifications to the Construction Documents resulting from the construction process.
- AA. SERVICE: Obligations that are performed or are to be performed under the Construction Documents. A Service may or may not result in the provision of Deliverable(s).
- BB. STATE (AOC): The Judicial Council of California, Administrative Office of the Courts.
- CC. STOP SERVICES ORDER: A written notice, delivered in accordance with the Construction Documents, by which the AOC may require the Contractor to stop all, or any part, of the Services under the Construction Documents, for the period set forth in the Stop Services Order. The Stop Services Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Services provision in section C.12 of Exhibit C.
- DD. SUBCONTRACTOR: Any third party, individual, partnership, corporation, association, joint venture, or any combination thereof, that has entered into a contract with the Contractor or who serves as an agent of Contractor in performance of the Work. For the Pre-Construction Services this refers to Mechanical, Electrical, Plumbing, Security, Fire Sprinkler, Audio Visual and Information/Telephone Subcontractors
- EE. SUSTAINABLE BUILDING MEASURES: Elements of the design that result in minimizing pollution, resource waste, and environmental impacts associated with facility construction operation and, if applicable, demolition.
- FF. WORK: The provision of Design Assist Services, the construction of the Project, and the administration of the Construction Phase Services as set forth in the Construction Documents. .

.3. Schedule Of Work

The schedule applicable to the provision of the Services under the Construction Documents is provided in Attachment 1 to Exhibit A – the contract schedule (“Contract Schedule”). Contractor agrees that it shall provide the Services of the specified Phase(s) according to said schedule.

.4. Basic Services

A. General

It is the intention of the AOC to solicit Proposals from prequalified Design Assist Contractors (hereinafter “Contractor”) on the basis of 50% complete Design Development documents prepared by the AOC’s Architect/Engineer. Prequalified Contractors will be required to attend a **mandatory** pre-proposal conference and job-walk.

Contractors will be required to submit a final Guaranteed Maximum Price (GMP) with their Proposals, along with a proposed project schedule, project plan outline, detailed construction cost breakdown, and proposed project staffing. Immediately upon award of the contract with the successful Contractor, the Contractor will be required to commence Design Assist Services.

The Design Assist Contractor agrees to provide or perform, as Basic Services, the Services and tasks set forth in this section A.4 and any other services that are necessary, normal, customary, or incidental to the performance of Contractor’s responsibilities under any Phase of the Work.

Contractor agrees to:

1. Provide sufficient number(s) of specialists, including Subcontractors, and other workers with requisite skills and experience as appropriate for the successful completion of the Project. Subcontractors proposed to provide design services must be licensed in the State of California in their respective discipline(s).
2. Perform the Design Assist Services and Construction in collaboration with the AOC, the Court, the AOC’s selected Architect(s) and/or Engineer(s), Subcontractors, and other third parties as identified by the AOC.
3. Prepare, organize, and distribute monthly progress reports in a timely manner in a format acceptable to the AOC, from 50% Design Development phase through completion of construction. Reports shall include, at a minimum, current project status summary, updated project schedule, and identification of any significant project issues requiring resolution by the AOC, Court, or third parties involved with the Project.
4. Conduct Project Status Meetings with the AOC, Subcontractors, Court representatives, other third party professionals and consultants working with the

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AOC, and/or State or local agencies as needed and directed by the nature of the work or as directed by the AOC during the course of the Work.

5. In addition to Construction Services, the Design Assist Contractor's work will include participation in the refinement of the Project design, Design Development documentation, and preparation and coordination of the Construction Documents including but not limited to mechanical, electrical, plumbing, fire sprinklers, fire alarm, fire sprinkler, security electronics, CCTV, telephone/data infrastructure, landscaping and irrigation, and other building systems within Project scope.
6. Provide all necessary materials, facilities, and ancillary services (such as cleanup) necessary for provision of the Services not being provided by the Subcontractor(s) when necessary for the performance of the Services during construction and for completion of the construction.
7. The AOC's A/E team is responsible to coordinate their design and documentation work, and to coordinate their work with the design and documentation work by the Contractor's team. The Contractor shall submit design and construction documents to the A/E team for review and coordination prior to the A/E's submission of documents to the AOC for review and approval.

B. Design Development and Contract Documents Phase:

During this phase Contractor and its Subcontractors, MEP, Security, Fire Sprinklers, A/V and all other subsystems that are part of the Project, shall, in coordination with the AOC, the Architect or Engineer and other third parties (as necessary and authorized by the AOC), provide the following services:

1. The Design Assist Contractor will lead the Design Assist phase activities commencing at the 50% complete Design Development phase. The AOC, AOC's A/E team and other third parties will monitor the progress of the refinements to the Design Development documents, preparation of the Construction Documents, and submissions for Project approvals.
2. Develop and submit to the AOC a Work Plan describing the Contractor's proposed design coordination strategy, project phasing (if applicable), meeting schedule, list of deliverables due at the completion of each project phase (100% Design Development, 50% Construction Documents, and 100% Construction Documents), plan for Agency reviews, corrections and approvals, and approach to other key project elements. Include
3. Conduct constructability reviews at 50% Design Development, 100% Design Development, and 50% Construction Documents phases. Provide documentation of the findings and action items from each; maintain a database of actions taken or resolution of each finding or action item.
4. Coordinate with AOC and A/E team regarding their scope of deliverables for each Project phase, including:

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- (a) Architectural work
 - (b) Civil work
 - (c) Structural work
 - (d) Furniture, fixtures and equipment to be furnished under separate contract(s)
5. Define and identify the Contractor/Subcontractor team's scope of deliverables for each project phase, including but not limited to:
- (a) Mechanical work
 - (b) Electrical work
 - (c) Plumbing work
 - (d) Security Electronics / CCTV work
 - (e) Fire Protection work
 - (f) Fire Alarm work
 - (g) Audio Visual work
 - (h) Information Technology/Telephone work
 - (i) Landscape and irrigation work

Deliverables at the 100% Design Development phase shall include preliminary plans, systems zoning plans, load calculations, equipment schedules, identification of required equipment room and chase sizes, description of controls/operations, cut sheets of proposed fixtures and equipment, preliminary specifications, and other documentation as required to define and communicate the project design intent.

6. Conduct regular meetings between the Contractor, Subcontractors and A/E to coordinate and monitor progress in completing the design refinements and construction documents. Prepare meeting minutes documenting project status and action items.
7. Submit 100% Design Development documents, 50% Construction Documents and 100% Construction Documents for approval prior to proceeding with the subsequent phase of work. Contractors' documents shall be submitted to the AOC's Architect for coordination, and the Architect shall submit all documents to the AOC for approval.
8. Obtain construction-related approvals, including, but not limited to, written approvals by the State Fire Marshal and the Division of the State Architect ("DSA") Access Compliance Unit.
- C. Construction Phase:
- 1. The Contractor shall provide all Construction Services and shall be responsible

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for the construction of the Project and provision of the Construction Phase Services, in accordance with the Design Assist Services and Construction Documents, and in accordance with the approved project schedule. Contractor shall be paid not more than the GMP price for the provision of Design Assist Services and Construction .

2. The Contractor shall conduct a preconstruction conference with the Subcontractors, Architect, Inspector of Record, AOC Project Manager and other appropriate persons. Services include preparation of meeting agenda, preparation of construction procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and safety program, and preparation and distribution of preconstruction conference notes.
3. Conduct weekly meetings between the Contractor, Subcontractors and A/E and AOC project manager to monitor construction progress.
4. Following each Project status meeting during the Construction Phase, Contractor shall prepare, organize, and distribute in a timely manner, meeting notes and lists of accomplishments and action items for review, comment, and use.
5. Contractor shall coordinate and obtain AOC approval of site access, staging areas, building access, work hours, noise/odor/dust control, and all other construction logistics.
6. Contractor shall be responsible for implementation and updates to the Stormwater Pollution Prevention Plan (SWPPP).
7. Contractor shall maintain complete and accurate as-built documentation, including changes resulting from RFIs and Supplemental Instructions and Change Orders. Contractor is responsible to verify that Subcontractors are diligent in their assigned responsibilities for as-built documentation.