

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Melton Design Group, Inc, a Stock Corporation, whose address of record is, 820 Broadway Street, Chico, Ca 95928 (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to design General Vang Pao Park and Altha June Playground (Project CP240049) located on Cardella Road and Freemark Avenue; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide design services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the landscape architect, engineering and surveying services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on December 31, 2027.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$319,165.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 8/19/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
Melton Design Group, Inc

BY: 
(Signature)

Gregory Melton
(Typed Name)

Its: President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 81-4870004

ADDRESS: 820 Broadway Street
Chico, CA

TELEPHONE: 530-899-1616

FAX: _____

E-MAIL: Greg@meltondg.com
PM: Ryan@meltondg.com
Admin: Teresa@meltondg.com

EXHIBIT A

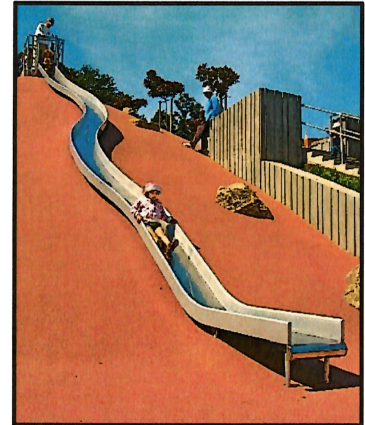
The Path to Success

SCOPE OF WORK

The following is a refined list of what has been described in your RFQ for the project along with some other elements that might add to the overall appeal of the project:

Phase 1 – Site A: Aletha June Playground

- ❖ All-Inclusive, Themed Playground
- ❖ Dedicated Play Areas for ages 2-5 and for 5-13
- ❖ Parking Area off Freemark Avenue
- ❖ Cultural Representation of the Hmong Community including a Monument to General Vang Pao (Sites A/B)
- ❖ Water-wise Landscaping, Materials and Features (Sites A/B)
- ❖ Looping Walking Trail with planned linkages to existing walking path to the south and north (Sites A/B)
- ❖ Seating at various locations (Sites A/B)
- ❖ On-Grade Slide (Sites A/B) – MDG recommendation



On-grade Slide

Phase 2 – Site B: General Vang Pao Park

- ❖ Grass Open Space at the bottom of the Basin for dynamic uses
- ❖ Visual Barrier to the Pump Station on top of the Basin

What follows here is an outline of the proposed Scope of Work to take your project from start to finish. This will guide us through the process of creating a special park for your community.

TASK 1 – PROJECT LAUNCH, COORDINATION and MANAGEMENT

The project launch sets the tone for a successful project. The prime consultant brings the key players from each consultant and meets with the Client's project manager and assisting staff. We intend to meet with the City two weeks after award to describe our approach in detail and then continue with monthly or bi-monthly meetings throughout the project depending upon urgency.

- 1.1 Start-up Meeting with City Staff from Parks and Community Services, Engineering, Planning and Public Works Departments and Team MDG to discuss the scope of work, design needs and specific desires for the project, project schedule and other relevant information.
- 1.2 Project Coordination and project meetings.
- 1.3 Review project schedule and make updates throughout project for all design tasks.
- 1.4 Perform Quality Assurance and Quality Control (QA/QC) throughout project.
- 1.5 Initial discussion with Client Staff to assess the needs of the community.
- 1.6 Develop program of elements and prioritize Client's wants.
 - Review ideas and gain a complete, more detailed understanding of the project.
 - Discuss all possible opportunities and study constraints directing the design.
- 1.7 Review City standards for park and public works construction, including requirements for subcontractors, to become familiar with them to inform the project development.
- 1.8 Review existing information about the priorities of the subgroups ("Steering Committee"): Merced Lao Family Resource Community Council; Challenged Family Resource Center; Bellevue Ranch Neighborhood Group and the Recreation and Parks Commission.
 - History of Hmong culture.
 - Impact of General Vang Pao on the Merced community.



- Impact of Aletha June on the Merced community.
- Adaptive playground surfacing and equipment trends in all-inclusive playgrounds.
- The Bellevue Ranch Community development plan and current conditions.

TASK 2 – SITE ANALYSIS, BASE DATA REVIEW and BASE MAP DEVELOPMENT

Team MDG will work with the City to gain a full understanding of the site, review all available baseline information and advise on additional data needed before moving on to the Schematic Design.

- 2.1 Site Visits and Analysis – onsite and surrounding analysis to confirm existing conditions.
 - Conduct a site visit and site meeting with the Client to review existing conditions and to discuss and map opportunities and constraints of the site.
 - Study all site elements and view aerial maps/images and MDG drone footage.
 - Study general grades for site and existing topography to understand the elevation challenges.
 - Confirm utilities and drainage on plans and at the site available for playground and park operation.
 - Identify all onsite elements that are to remain and to be removed.
 - Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
- 2.2 Physical Site – Related Base Data Review
 - Review recent Parks and Recreation Master Plan.
 - Study traffic and transportation plans that may affect the site, such as the 30,000 DVT on Cardella Road.
 - Review all environmental documents and code requirements.
- 2.3 Land / Topographic Survey – Conduct a topographic survey of the site to determine current conditions.
 - Use existing plans, aerial photos and site measurements to develop Base Map with topography.
- 2.4 Base Map –
 - Study existing site survey (boundary, topography and additional features) and additional onsite elevation measurements to complete elevations.
 - Attend a second site visit and meeting for the Client to review MDG’s observations with the City Team.
 - Create a Base Map suitable for use in presentations to the Steering Committee and public meetings.

Deliverables:

- ◆ Two (2) site visits / meetings
- ◆ Base Map

TASK 3 – SCHEMATIC PLAN DEVELOPMENT and COST ESTIMATE

Team MDG works with the Client, and, if needed and time allows, the Community through Outreach Events, in a collaborative process to first identify their needs and wants, then creates a prioritized program that best represents these. This phase includes multiple alternative layouts and elements to provide an engaging design process.

- 3.1 Conduct two (2) meetings, one (1) with the City Team and one (1) with Committee, to review the overall project goals, opportunities and constraints and to establish preliminary design.
- 3.2 Develop schematic hand-drawn plan for review.
 - Include all elements of proposed program - Plan view schematic plan with descriptions of all elements.
 - Create landscape plant palette with proposed plant locations.
 - Provide alternative options for key areas that warrant study.



- Develop architectural concepts for all structures.
 - Include interrelationships between facilities and interaction between primary pedestrian, vehicular circulation patterns and facilities.
- 3.3 Develop a preliminary Cost Estimate for each site.
- 3.4 Present Schematic plan to Client and Steering Committee for review and comment.
- Cost Estimate.
 - Assess design options, concepts and reassess prioritized elements.
 - Client to provide additional direction and comment.
- 3.5 Conduct a public meeting with The Planning Commission and Recreation and Parks Commission to present site analysis and Schematic Plan alternatives and gain input.
- 3.6 Refine the design program based on public input and prepare a summary report for presentation and discussion with the City Team and Steering Committee. Gain consensus on the one preferred alternative.
- 3.7 Prepare modifications to the Schematic Design to reflect input from both groups and merge preferred into one main design going forward.

Deliverables:

- ◆ Five (5) in-person or virtual meetings
- ◆ Schematic Plan with optional elements in key areas
- ◆ Preliminary Cost Estimate

TASK 4 – MASTER PLAN DEVELOPMENT and COST ESTIMATE (30%)

At this stage, we've condensed the alternatives down to one to proceed to a Master Plan featuring alternative elements as needed following the City, Steering Committee and public review of the Schematic Designs.

- 4.1 Develop a more detailed plan for the preferred design noting the size, orientation and configuration of major facilities.
- Include alternatives for elements where needed based on previous input.
 - Finalize plant palette and locations.
- 4.2 Meet with City Team and Steering Committee in person to review Master Plan and alternative elements.
- Finalize elements and identify phasing priorities.
- 4.3 Adjust overall site Master Plan based on selection of final elements and phasing priorities.
- 4.4 Refine the Cost Estimate based on final selection of elements.
- 4.5 Conduct an in person public meeting to present the proposed overall site Master Plan and Playground Design to receive input.
- 4.6 Present proposed overall site Master Plan, Playground Design and Cost Estimate to the City Council in person for feedback and direction and gain Council approval to proceed to Construction Documents.
- 4.7 Finalize the overall site Master Plan and develop the Park Site Master Plan Report.

Deliverables:

- ◆ Three (3) in-person plan review meetings (additional virtual meetings as needed)
- ◆ Final illustrative overall site Master Plan
- ◆ Revised Cost Estimate

TASK 5 – CONSTRUCTION DRAWINGS, SPECIFICATIONS and SUBMITTALS (75%, 100%)

- 5.1 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 5.2 GRADING PLAN – Show location and layout of all proposed hardscape, lighting, grading, drainage and utilities.
- Identify areas requiring imported soil for better drainage and plant health.



- Show new drainage patterns with slopes and compaction.
 - Identify all landscape mounds and earth shapes.
- 5.3 SITE LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures, play and security lighting in landscape, with Electrical Engineer available, as needed.
- 5.4 STRUCTURAL PLAN – Necessary structural calculations for footings for monumentation and restroom.
- 5.5 CONSTRUCTION PLAN – Show location and layout of all proposed hardscape, grading, drainage and utilities.
- Identify all paving locations, types, finish and detail reference.
 - Locate all existing conditions to remain including utilities.
 - Identify all material types and installation details.
- 5.6 IRRIGATION PLAN – Irrigation plan with complete water use information including all water use calculations for all planting areas.
- Identify all irrigation water use zones (turf, trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
 - Show new valves, flow valves and controller layout.
- WATER USE CALCULATIONS, SCHEDULING and GUIDELINES*
- Provide water use calculations identifying maximum applied water allowance and quantity of water use.
 - Develop water use schedule with seasonal adjustments along with estimated water use calculations.
- 5.7 PLANTING PLAN – Identify all proposed plant species, water use, size and type.
- Drought tolerant, low-maintenance adaptive plants and California natives where possible.
 - Provide all surface material, gravel, boulders, etc.
- 5.8 DETAIL SHEETS – Construction details of all proposed elements.
- 5.9 SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 5.10 COST ESTIMATE – Calculations and detailed cost estimate to verify budget and bid documents.
- 5.11 SUBMITTAL – Sets of development plans for the Client; revise construction documents, as required, for approval.
- Submittal of construction drawings to Client will occur at 75% and 100%
 - Submittal of Schedule A Bid Form and Schedule B for itemized elements.
 - If requested, incorporate specifications and bid form into the Client’s boiler plate and general conditions to form a complete bid package.
- 5.12 Meet with City Team and Steering Committee to review the 75% CDs and gain input.
- 5.13 Revise plans based on input.
- 5.14 Present 75% playground design to City Team and Steering Committee for feedback and direction for approval to move onto 100% CDs.
- 5.15 Revise plans based on input.
- 5.16 Present the final 100% construction-ready CDs for Aletha June Playground and final General Vang Pao Master Plan to City Council.

DELIVERABLES:

- ◆ Five (5) in-person or virtual meetings
- ◆ Final Construction Documents – 75% and 100%
- ◆ Three (3) hard copies and electronic copies of the Park Site Master Plan and the Playground Construction Documents.
- ◆ Final Cost Estimate for the Playground
- ◆ Bid Forms

TASK 6 – BID ADMINISTRATION

Coordinate with Client Staff to complete the scheduling of the bid process and throughout the bid process.

- 6.1 Pre-Bid Meeting / RFIs / Addenda, if needed.
- 6.2 Bid Review.
- 6.3 Review of Construction Contract Award.

TASK 7 – CONSTRUCTION ADMINISTRATION

Construction administration is crucial to completing the process. Our documents are set up to cover all aspects of the installation. Clean plans, legends, details and specifications provide the contractor and project manager with the tools needed to facilitate a smooth building process. Team MDG will support the Client's Staff throughout the process. Communication and schedule updates are key elements.

- 7.1 Pre-Construction Meeting and Regular Construction Progress Meetings.
- 7.2 SUBMITTAL REVIEWS – Team MDG will review and accept or deny required contractor submittals, cutsheets and samples for all disciplines.
- 7.3 *SCHEDULED SITE VISITS – Participate in the following inspections. – To be billed T&M*
 - *Grading, Utilities, Lighting, Irrigation, Planting, etc.*
 - *Pre-maintenance period observation and preliminary punchlist to confirm completion.*
- 7.4 *Final and post-maintenance period punchlist. – To be billed T&M*
- 7.5 *Final walk and sign off on project. – To be billed T&M*
- 7.6 *Certificate of Completion for Construction. – To be billed T&M*
- 7.7 As-Built Record Drawings.

