

City of Brentwood
REQUEST FOR PROPOSALS
For Lighting Design of Basketball Court
Lighting, CIP Project No. 352-52453



Date of Issuance:	April 27, 2026
Request for Information Deadline:	May 11, 2026 at 5:00 p.m.
Proposal Deadline	May 18, 2026 at 5:00 p.m.

CITY OF BRENTWOOD REQUEST FOR PROPOSALS

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for professional lighting design and electrical engineering services for its Basketball Court Lighting Project, CIP Project No. 352-52453 (“**Project**”).

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available online at: <https://www.brentwoodca.gov>.

2. THE PROJECT

A. Summary. The City requires outdoor lighting design and electrical engineering services (“**Services**”) for its Project. The Project involves the design of outdoor lighting improvements for existing basketball courts located at Windsor Way Park (1350 Windsor Way) and Homecoming Park (2040 Homecoming Way). The scope includes performing photometric analysis, developing lighting layout, pole placement and fixture specifications, design associated electrical systems and connections; and prepare complete construction plans, technical specifications and cost estimates for public bidding and construction.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached and incorporated as **Exhibit A**. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached and incorporated as **Exhibit B**. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposal (“**RFP**”), the RFP attachments, the RFP procedures, the Project, or the required Services may only be submitted via email to Aman Grewal, Associate Engineer, at agrewal@brentwoodca.gov by 5:00 p.m., May 11, 2026 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

All Requests for Information will be responded to within 7 work days of receipt. If information provided in such response is material to the overall RFP, a written addendum to the RFP will be sent to all known Respondents via email and posted on the City’s website at: www.brentwoodca.gov/government/projects-bids-rfps.

B. Submittal Instructions. Proposals must be **received** by the City by or before May 18, 2026 at 5:00 p.m. Pacific Daylight Time (“**Proposal Deadline**”). Respondent must submit one copy of the Proposal in electronic format (pdf or Word) via email to Aman Grewal at agrewal@brentwoodca.gov with the subject line stating: “Proposal for Basketball Court Lighting” by the Proposal Deadline. Late submissions will be disregarded.

C. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	April 27, 2026
Request for Information Deadline	May 11, 2026 at 5:00 p.m.
Proposal Deadline	May 18, 2026 at 5:00 p.m.
Notice of Selection	May 26, 2026
Council or awarding officer Consideration of Award	June 23, 2026
Commence Services	June 30, 2026

D. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be posted on the City’s website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Unless requested, do not attach brochures or promotional materials to the Proposal. Proposals should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and will not be counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years for projects that are similar in scope and nature to the Project described in this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Agreement. Attach a copy of billing rates that would apply to any authorized additional Services.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services and/or cost savings for the Project as a whole.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-15 points

- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

B. Award. The City staff will recommend award of the Agreement, if at all, to the Respondent that is determined by the staff to offer the best value to the City based on the City’s review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. The Respondents will be notified of staff’s intended recommendation by a Notice of Selection which will be posted on the City’s website at <https://www.brentwoodca.gov/government/projects-bids-rfps>, and which may also be emailed to each Respondent that submits a Proposal. The City Council or awarding officer will award the Agreement, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City’s intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Aman Grewal, Associate Engineer, at agrewal@brentwoodca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Engineering/City Engineer in consultation with the City Attorney’s Office, and the reviewing individual’s determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal.

The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Exhibit A – Form of Agreement
Exhibit B – Scope of Services

Exhibit A – Form of Agreement

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AGREEMENT FOR DESIGN ENGINEERING SERVICES
[Insert Name of Consultant]

THIS AGREEMENT FOR DESIGN ENGINEERING SERVICES ("Agreement") is made and entered into as of the ____ day of _____, 2026 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the design engineering services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide design engineering services for the City's Basketball Court Lighting Project, CIP Project No. 352-52453 (the "Project").

B. Consultant has the necessary license, professional skills and experience necessary to perform the design engineering services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for Design Engineering Services for the Project, dated April 27, 2026 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Consultant to provide these design engineering services by reason of its qualifications and experience in performing such services.

D. Consultant has submitted a proposal to City, dated May 18, 2026 ("Proposal"), attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such design engineering services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means design engineering services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those design engineering services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Consultant for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Consultant's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Aman Grewal.

1.15 Project Schedule means the detailed schedule developed by the Consultant, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Consultant's staff and rates for costs associated with providing the Services. The Rate Schedule is provided in Part Three of Exhibit A.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all design engineering and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Consultant, acting in its capacity as a design engineer licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and consultant, if any, and will keep the Services under its control. On demand of City, if any employee or Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Consultant's Key Personnel. The Consultant's key personnel assigned to this Project, as specified in Consultant's Proposal, may not be changed without the prior written approval of the City. Consultant must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Consultant's Principal Representative. Consultant's principal representative assigned to this Project is <Name and Title>, who will have full authority from Consultant to receive and act on instructions from the City.

3.3 Subconsultants. Consultant may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Consultant must bind its subconsultants in the same manner as Consultant is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Consultant warrants and represents that Consultant, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the design engineering and related services required under this Agreement.

4. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special design engineering skills and experience to do and perform the Services. The Services provided by Consultant pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed design engineers performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Consultant from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

6. Schedule.

6.1 Time is of the essence for providing the Services. Consultant will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

6.2 Consultant acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of <Amount in Words> dollars (\$<Amount in Numerals>), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

8. Status of Consultant.

8.1 Consultant will perform the Services in Consultant's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or subconsultant of Consultant for work done under this Agreement.

At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

9. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Consultant agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to

the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable.

Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925)
Attn: Aman Grewal
Email: agrewal@brentwoodca.gov

For Consultant:

Name:
Title:
Address:
Phone No.:
Facsimile No.:
Attn:
Email: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant

will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By: _____

By: _____

G. Harold Duffey, City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____

Amanda McVey, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Thomas Lloyd Smith,
Interim City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

AGREEMENT FOR DESIGN ENGINEERING SERVICES
<Name of Consultant>

Basketball Court Lighting Project, CIP No. 352-52453
EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Consultant must provide civil engineering design and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. Within 10 days following the City's execution of this Agreement, or as otherwise specified in Exhibit A, Consultant must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Consultant must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Consultant may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Consultant must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Consultant must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project: **N/A**.

1.4 Consultant will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2. Basic Services. In addition to the tasks specified in the RFP and Proposal, Consultant's Basic Services include the following:

2.1 Project Schedule. Within 10 days following the City's execution of this Agreement, Consultant must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. As the design process progresses, Consultant must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Consultant must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Consultant must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Consultant must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by 30 percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Consultant must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Consultant must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to

Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Consultant; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Consultant must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Consultant must check the submittals for compliance with the approved Construction Documents. Consultant's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Consultant must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Consultant must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Consultant must promptly provide the Project Manager with a written report of Consultant's observations and recommendations, if any. If Consultant becomes aware of any defects or deficiencies in the Work, Consultant must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Consultant's opinion, special testing or inspection of the Work is needed, Consultant must recommend appropriate procedures and consultants to the City. Consultant is not responsible for Contractor's safety precautions and programs. However, if Consultant has knowledge of safety violations, Consultant must give prompt notice to the City of such violations.

(F) Consultant must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Consultant must promptly perform all tasks reasonably necessary for Project close out. If requested, Consultant must provide the City with a color schedule of all finished materials incorporated into the Project.

(B) If requested by the City, Consultant must make up to 1 visit to the Project site during the warranty period to advise the City on the need for warranty work.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Consultant's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Consultant. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Consultant will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Consultant and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Consultant's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Consultant is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Consultant's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted civil engineering design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Consultant.

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

4. References. Consultant's Services, including preparation of the Design Documents, should be informed and guided by the information or requirements included in the Request for Proposal, attached as Exhibit B.

Exhibit B – Scope of Services

Scope of Design Services

Prepare construction documents, including but not limited to, detailed plans, technical specifications, cost estimate, and provide support during the bidding and construction process for the Project.

The following tasks outline the expected scope of work:

Task 1 – Project Management and Coordination

- Designate a Project Manager as the primary point of contact
- Conduct a project kickoff meeting with City staff
- Coordinate with City Staff and utility providers as needed

Task 2 – Site Assessment and Existing Conditions Evaluation

- Review record drawings and utility information of both parks
- Conduct a site visit to evaluate existing conditions
 - Identify site constraints, including potential light spill onto adjacent properties and appropriate mitigation measures
 - Determining suitable light pole locations and verify required clearances and accessibility are maintained (i.e ADA)
- Evaluate existing electrical service infrastructure, capacity and potential connection points

Task 3 – Lighting Design and Photometric Analysis

- Develop a lighting design suitable for night-time outdoor recreational basketball use
- Prepare photometric analysis demonstrating illumination levels and uniformity in compliance with City lighting standards
- Develop layout alternatives (including solar powered options) as needed, including pole locations, mounting heights and fixture types

Task 4 – Electrical Engineering Design

- Design electrical systems required to support the proposed lighting improvements
- Determine if upgraded electrical service and infrastructure is necessary; and coordinate with PG&E as necessary for service requirements and improvements
- Prepare conduit routing, wiring diagrams and connection details

Task 5 – Preparation of Plans, Specifications and Cost Estimate

- Prepare complete construction drawings (site, electrical, details and schedules)

- Develop technical specifications for equipment, connection and installation
- Identify basis-of-design lighting fixtures and components
- Prepare a construction cost estimate
- Submit a complete bid-ready package suitable for public bidding

Task 6 – Design Deliverables

- Submit plans and specifications at 60%, 90% and 100%
- Deliverables shall also include:
 - Photometric reports and supporting calculations
 - PDF format for review

Task 7 – Bid and Construction Support

- Respond to bidder and construction RFIs
- Assist in preparing addenda, if needed
- Review contractor submittals
- Resolve any design errors identified during construction at no additional cost