

REPORT TO CITY COUNCIL

DATE: APRIL 24, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER
CHRIS DODD, PUBLIC WORKS PROJECT MANAGER

SUBJECT: REQUEST APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH JG MANAGEMENT CONSULTANTS, INC., TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE AGOURA HILLS RECREATION CENTER

The Agoura Hills Recreation Center construction drawings continue to move forward and are expected to be completed in June 2013. Construction is still on schedule to begin in August 2013. Experience has shown the benefit of bringing the construction management team on board early provides value, as they assist in the bidding and contractor screening process but, more importantly, assist with a constructability review. The ability to complete a constructability review, which provides a review outside of the design team, insures that the details of the design are accurate and complete, which helps avoid change orders during construction and assists in preserving City funds.

Staff completed a Request for Qualifications and Request for Proposals process (RFQ/RFP), which resulted in eight submittals. Staff reviewed the submittals and interviewed the top four rated firms. Following the interview process, staff rated JG Management Consultants, Inc., as the top ranked firm. Cost proposals were opened following the interviews and ranking of the firms. The following are the costs proposals received from the interviewed firms:

	Total
JG Management Consultants	\$143,354
Simpson & Simpson	\$199,976
S. L. Leonard	\$212,350 <i>(based on 9 months of construction)</i>
Vanir	\$225,040

The funding for these services is planned for, and included in, the Recreation Center Fund. The cost proposals are consistent with the anticipated costs for these services. The total agreement amount of \$168,194 is inclusive of a contingency amount that considers the fact that the project is a reconstruction of an existing building where it is apparent that certain areas of construction may have not been completed as planned during the original construction. Although the City did

conduct a thorough review of the building and the mechanical systems prior to the purchase, there are still areas of the building that will not be fully exposed for review until construction begins.

Even though the other firms that participated in the interview process had relevant experience and quality staff proposed for the work, JG Management Consultants, Inc., (JGMC) had the most relevant and direct approach, as well as the track record of getting projects completed on time and with minimal change orders. They also spent time looking into the current design drawings and proposed several options that could help avoid problems and additional costs down the line based on their past experiences. JGMC stood out as the clear choice with the interview panel, which was comprised of staff as well as project management staff from a surrounding city. Staff contacted references, as well as several of the staff from their most recently completed projects, and received all positive feedback.

Staff has planned to utilize a part-time Construction Manager as a cost savings measure, and to utilize current staff for inspections and administrative assistance. JGMC showed a willingness to work with the approach staff had proposed and assisted in identifying tasks that City staff could complete that would allow the Construction Manager to focus specifically on the construction tasks and schedule set forth once the project is bid. The Construction Manager tasks encompass, but are not limited to the following:

- Value engineering
- Construction administration
- Administer requests for information process and proposed change orders
- Conduct weekly construction progress meetings and provide monthly construction status reports
- Review contractor's "critical path method" schedule
- Administer contractor invoices for accuracy and process for recommended payments
- Identify potential claims and recommend solutions as necessary
- Operation and maintenance manuals
- Start-up and commissioning plan and testing reports
- Coordination of soils and materials testing and mill inspection
- Project close-out and any necessary punch lists

The construction of the building for Phase I, which includes the reconstruction of the existing building, removal and modifications to the existing modular classrooms, and the construction of a new multi-purpose room, is anticipated to be completed in nine months.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the proposed Consultant Services Agreement with JG Management Consultants, Inc., for construction management services for the Agoura Hills Recreation Center.

Attachment: Agreement with JG Management Consultants, Inc.

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	JG Management Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Joe Gonzalez
CONSULTANT'S ADDRESS:	1998 Atherton Circle Corona, CA 92879
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Chris Dodd/Nathan Hamburger
COMMENCEMENT DATE:	April 25, 2013
TERMINATION DATE:	December 31, 2014
CONSIDERATION:	Not to exceed \$168,194/yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND JG MANAGEMENT
CONSULTANTS, INC.**

THIS AGREEMENT is made and effective as of April 25, 2013, between the City of Agoura Hills, a municipal corporation ("City") and JG Management Consultants, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 25, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$168,194 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an

evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or

in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and

volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all

times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located

within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: JG Management Consultants, Inc.
1998 Atherton Circle
Corona, CA 92879
Attention: Joe Gonzalez

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's subcontractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's subcontractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Joe Gonzalez, Partner
JG Management Consultants, Inc.
1998 Atherton Circle
Corona, CA 92879
Ph 213-272-7071
Fx 951-520-0268

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

PRECONSTRUCTION

CONSULTANT to manage/complete the following services:

Construction management services cover a broad spectrum of project requirements, beginning at the conceptual stage and finishing with the hand-over of the site to the CITY. These services include:

- Preconstruction
 - Document Review
 - Constructability and Value Engineering
 - CEQA Requirements
- Construction
- Quality Control and Safety
- Project Scheduling
- Meetings and Conferences
- Monthly Reporting
- Progress Payments
- Submittals and RFI/RFC's
- Document Control
- Cost Control
- Community Outreach
- Change Orders
- Estimating
- Closeout

CONSULTANT will review the CITY's guidelines and procedures, assist in completing the bidding documents to ensure that qualified contractors and subcontractors are invited to bid on this project and review the completed constructability and value engineering review of the construction documents. Prepare the project to bid by holding pre-bid meetings, establish procedures for this process, ensure inclusion of any addenda. Complete review of the schedule requirements and inclusion of an approved schedule of values and integrate into the schedule for monthly reviews and approvals of the monthly invoicing. Assist the CITY with opening and reading bid proposals, review and recommend award of a contractor. Develop a log of submittals and coordinate with the Architect on review and approval procedures and review durations, noting all deferred approval requirements and any long lead delivery items. Establish a turn-around time for Requests for Information/Clarification and submittals with the architect.

DOCUMENT REVIEW

CONSULTANT to review all of the bid documents, including plans, specifications, CEQA (if applicable), and Soils Report (if applicable). CONSULTANT to assist the CITY

in assuring the general conditions section of the specifications require the contractor to use a premium scheduling program, that allows the contractor to cost load the schedule with the approved schedule-of-values and procurement items, such as materials and submittals required for the project. These procurement items should be a part of the construction schedule.

CONSULTANT shall review if adequate requirements are in place to sieve the contractor's qualifications; such as:

- Years in Business and Ownership of a Contractor's License
- Years of Experience with this Type of Renovation Work
- Years of Completing work in Southern California
- Any Members of the Contractor Involved in any Type of Claims, including being to any Member or being Issued to a Client by any Member
- Proposed Project Team Members and Years with this Contractor, and in the Southern California Construction Business and References
- Proposed Subcontractors and Years with this Contractor and in the Southern California Construction Business and References
- Professional Affiliations
- Safety record in the Industry
- Storm Water Prevention and Pollution Plan
- Project Security and Fencing
- Temporary Facilities
- Daily Clean-Up Requirements
- Inclusion of Project CEQA and Environmental Requirements
- Inclusion of Architect's Addenda
- Allowable Working Hours and Days
- Contractor and Subcontractor Minimum Limits on Volume of Project Size
- Establishment of a realistic and fair construction schedule
- Establish a Fair Scoring System for Evaluating and Awarding the Contract
- Requirements for Limits on Submitting for Material Substitutions
- Ensure Open Specifications on Manufacturers and Material Types
- Ensure Contractor Attendance at Meetings

CONSULTANT to establish language in the contractor's agreement for potential cause for termination. These can be items such as inadequate durations to correct construction deviations as required by the CITY, non-compliance to the approved schedule as requested by the CITY, and untimely submittal of required timely documents as described in the contractor's approved procurement schedule.

CONSTRUCTABILITY REVIEW AND VALUE ENGINEERING

CONSULTANT shall complete value engineering and constructability review of the construction documents as required to meet the CITY's needs. CONSULTANT to perform this review at project inception, during design or at the end of the 100 percent construction document phase. CONSULTANT to review plans for: that all construction specification sectional elements are included per the program requirements; consistency between plans and specifications; complete structural designs incorporating

all systems, and mechanical and electrical elements; verification that all details are referenced correctly, and occur on the plans; consistency between contract documents and site conditions; coordination between the building systems; completeness of contract documents and readiness for release to bid; completeness and enforceability of general and supplement conditions; and identification of findings and recommended solutions for these findings. CONSULTANT will work with the design team to minimize redesign impacts. All items shall be documented for final acceptance by the CITY. This detailed review should be completed with 2 to 4 week duration after receipt of the documents.

CONSULTANT first identifies the CITY's needs and functional requirements. Each item during the constructability and value engineering process is recorded by specification section, and is carried on the report until the issue is closed, as agreed by the design team and the client. Signed initials provide proof of approval. With this criteria in mind, CONSULTANT applies their practical experience and brainstorming to come up with creative suggestions. CONSULTANT to carefully evaluate each idea, not merely for its short term cost reduction, but for long term and maintenance concerns as well. When the ideas are selected and agreed upon by the CITY, CONSULTANT ensures that these ideas are incorporated into the contract documents.

CEQA

CONSULTANT shall comply with all CEQA requirements and complete mitigation requirements as necessary.

CONSTRUCTION

CONSULTANT will define the meeting agenda for the Notice To Proceed meeting and discuss the contract guide lines and provide all of the Team members (Architect and its consultants, contractor, subcontractors, inspectors, consultants) how this project is going to be successful. Discuss the CITY's safety standards and requirements of the contractor and its subcontractors, Emphasize action by the contractor for a SWPP Plan and submittal and RFI/RFC turn-around process, schedule requirements and inclusion of a schedule of values, weekly meetings, change orders, monthly progress payments. Discussion by the inspection team on its requirements.

QUALITY CONTROL AND SAFETY

CONSULTANT will perform weekly project site walks with the architectural design team to oversee quality control on the project. CONSULTANT shall initiate pre-installation meetings with the contractor's subcontracting team members and the inspection team to ensure overall project success.

PROJECT SCHEDULING

CONSULTANT establishes a detailed schedule with all key design activity milestones as well as incorporation of regulatory requirements and review durations. Resolve any possible issues which may impede our progress by keeping clear lines of communication with the design team. CONSULTANT establishes a realistic schedule with all key construction milestones and reasonable construction durations. With the contractor's approved construction schedule, CONSULTANT will ensure that the schedule is being maintained properly to reflect actual construction. CONSULTANT will monitor construction progress closely and avoid any possible delays. A two week look-ahead schedule will be used for tracking and monitor the contractor's progress on a daily basis.

CONSULTANT shall utilize a detailed control log to track the submittal process. We monitor construction progress just as closely by conducting field walks to ensure actual work in place. Whether it is an unanswered RFI or a discontinued specified product, CONSULTANT will work with the project team and find an effective solution to keep the project on schedule. If delays occur, CONSULTANT will perform a delay analysis to complete a plan to get back on schedule.

MEETINGS AND CONFERENCES

Job Start Meeting - Initiated to meet all project team members, including the architect's on-site contacts, and its members who will be responsible for responding to RFI's and submittals, monthly review of the contractor's payment application and weekly attendance to the project meeting; the contractor and its project team members

Weekly Project Construction Meetings - Topics for these minutes; safety, schedule, RFI's, submittals, hot issues, pre-installations, change orders, inspections, quality control, agency coordination, community outreach and general discussion.

MONTHLY REPORTING

This will be a compilation of the weekly project meeting minutes, including the weekly summary report high-lighting how the past month has gone and any recommendations by CONSULTANT. CONSULTANT will not hesitate to inform CITY of the issue and begin to solve the potential problem.

PROGRESS PAYMENTS

After the contractor has submitted its draft of the schedule of values CONSULTANT will complete a thorough project walk-through with the architect to verify completion of the work for that month. CONSULTANT shall also complete a monthly review, of the schedule using its scheduling consultant GCC. A meeting will be held with the contractor to discuss any revisions and approval of the monthly schedule update and payment application. If the contractor gets behind schedule CONSULTANT, on behalf of

the CITY, will recommend the contractor submit a revised schedule bringing it back on track.

SUBMITTAL AND RFI's/RFC's

CONSULTANT will review all RFI's and work with CITY and architect as directed to resolve all issues. All submittals that meet the project requirements, but need corrections shall be returned with "make corrections noted and submit a record copy only."

DOCUMENT CONTROL

CONSULTANT's document control procedures should ensure systematic recording and archiving of all project correspondence and documents. Starting in the design phase, CONSULTANT shall maintain a stringent document control system for all design documents and all correspondence. From conceptual drawings to the final construction document, CONSULTANT shall keep each rendition of the drawings in order to record the progression of change. When the project is ready to go out to bid, CONSULTANT will monitor and log the distribution of bid documents and track all addenda.

COST CONTROL

CONSULTANT shall monitor all design progress and changes closely to flag these impacts. When new design decisions cause a budget overage, CONSULTANT will utilize value engineering ideas to bring the design back within budget. CONSULTANT is currently managing cost control for all of the phases of the project from design; environmental; site acquisition; project management; community outreach; construction; testing and inspections; and furniture and equipment. CONSULTANT reviews all costs on a weekly basis to ensure budget adherence.

During construction, CONSULTANT shall pro-actively resolve any issues before they become problems. When a change issue arises, whether CITY, agency, architect or contractor generated, the CONSULTANT tracks this issue by entering it into the project log and provide an estimated cost impact associated with the change. CONSULTANT to discuss the need for this change with the initiating party to determine the best course of action which leads to the least cost and time impact while maintaining CITY requirements. If this change is approved by the CITY, CONSULTANT shall issue a field directive to ensure that all members of the project team are aware of the change and the implementation of this change.

COMMUNITY OUTREACH

As needed and directed by CITY.

CHANGE ORDERS

CONSULTANT to negotiate equitable change orders which are favorable for the CITY. When change orders occur, CONSULTANT's task is to resolve all changes within thirty calendar days (30) from issuance by the contractor. CONSULTANT also recognizes that a clear line of communication needs to be established between itself and the CITY. Therefore, CONSULTANT monitors and updates the CITY on crucial issues daily through communication and weekly reporting of all change order issues. As an example of CONSULTANT change order review and negotiation protocol, the following review procedures are the current standards CONSULTANT will use for the project:

1. When change orders occur, each contractor change order proposal is properly recorded into the project log and then reviewed for merit.
2. If the change has no merit, it is returned, "rejected" with reason(s) for rejection. If merit exists, the change is analyzed for cost and/or time extension.
3. For cost impact review, CONSULTANT to perform a detailed estimate with a quantity survey. CONSULTANT to add the contractual mark-ups and complete the estimate.
4. CONSULTANT to conduct a line-by-line comparison between the CITY's estimates versus the contractor's to determine accuracy and/or problem areas. Problem areas are reviewed with the contractor and negotiated down to a fair and reasonable value.
5. The negotiated change order is presented to CITY with a record of negotiation, its justification, CONSULTANT estimate, and contractor's change with a detailed back-up from the contractor and/or subcontractor.
6. Claim Digger, a scheduling comparison software program, applicable only with Primavera scheduling programs, is utilized to confirm both the pre-delay and post delay schedules impacts or any minor change that has been made to the schedule.

CLOSEOUT

CONSULTANT will begin closeout by completing submittal log of required by the contractor, including construction as well as post-construction documents. The closeout documents shall include maintenance materials, warranty and guarantee certificates, and operation and maintenance manuals. A documentation of the orientation of mechanical and electrical systems and of the contractor's commissioning of the projects systems.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Proposed Schedule of Fees for Construction Management Services. All hourly rates (billable rates) listed below are fully burdened, which include direct salaries, fringe benefits, salary additives, indirect costs and net fee. These rates are also valid for performing extra work incurred as add services to the contract.

Summary of Costs CONSULTANT Management Costs

Tom Tatham - Senior Construction Manager	\$124,200.00
Construction Schedule Review	<u>\$7,654.00</u>
Total Estimated Costs	\$131,854.00
Engineered Constructability Reviews (Lump Sum)	<u>\$11,500.00</u>
Total Estimated Costs	\$143,354.00

Senior Construction Manager - Tom Tatham

Senior Constr. Manager	\$115.00 Per Hour
Cost Per Week	\$3,450.00 (Based on 30 Hours per Week)
Cost for This Proposal	\$124,200.00 (Based on 36 weeks)

Construction Scheduling Costs (GCC Scheduling)

Senior Scheduler	\$141.75 Per Hour (w/ CONSULTANT 5% Mark-up)
Initial Review (6 Hours)	\$1,701.00
Cost Per Month/Review	\$850.00
Cost for Seven Reviews	\$5,953.00
Cost for This Proposal	\$7,654.00

Constructability and Value Engineered Review (Lump Sum Estimate) (JC Chang & Associates)

CONSULTANT shall complete the constructability and value engineered review as requested in the RFQ/P, the City believes that a licensed engineered and architectural licensed review is necessary with a lump costs of \$11,500 should be added to the overall proposal.