



615 S. McCLELLAND ST. • SANTA MARIA, CALIFORNIA 93454-5154 • 805-925-0951, EXT. 260 • FAX 805-925-4508

October 28, 2019

Re: Project Management-Russell Park

Informal Bid due by November 11, 2019

Project Coordination Services

The City of Santa Maria is seeking bids from qualified firms that are interested in providing construction management services for the Russell Park Project.

The maximum bid amount is \$75,000 and must be itemized. Bidders must agree to insurance requirements (attachment A) and City Agreement for Professional Services (Attachment B).

Please send completed bids electronically to dsmitherman@cityofsantamaria.org or deliver a flash drive containing the bid to the Recreation and Parks Department, Administrative Office, 615 S. McClelland Street, Santa Maria, CA 93454 on or before Monday, November 11, 2019

The Contractor shall designate a Project Manager (PM) who will be responsible for the following general tasks and services:

- Ensure appropriate staff is available to adequately provide the services indicated herein. Maintain ongoing interaction and communication with the City's Project Manager, the Contractor, and the Design Engineer. Prepare a monthly narrative written report to the City on the progress of work and significant changes in scope of work, cost or schedule. Narrative shall include the status of each project component cost and budget.
- Provide monthly invoices, broken down by project component, in a form acceptable to the City that identifies each individual's actual hours. Provide supporting invoices for direct and subcontracted costs.
- Coordinate with City and the Contractor for scheduling of various construction activities.
- This is a federally assisted project and is being funded through the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. All contractors for this project must be eligible for

the award of a contract receiving federal assistance. The Contractor shall comply with Federal Labor Standards Provisions and Davis-Bacon prevailing wages as determined to be applicable. The Contractor shall pay the highest of the prevailing wage rates determined by the California Director of Industrial Relations (State) and the U. S. Department of Labor (Federal). Any subcontract/agreement resulting from the prime contract must contain the same language pertaining to Federal labor standards and applicable wage rates.

- PM shall be familiar with CDBG funded projects and compliance with said projects. The PM will be required to monitor compliance with CDBG requirements to the satisfaction of the Recreation and Parks Department and submit necessary paperwork to City's Special Projects Division for grant compliance.

Project Correspondence.

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFIs, change orders, progress payment requests, progress meeting reports, daily inspection reports and all other project correspondence.

Construction Progress Reports.

Separate monthly progress reports for each construction contract shall be prepared and submitted to the City and shall include the following elements:

- A summary of the prior month's main accomplishments and current construction activities.
- Overall contractor's conformance to contract schedule and quality requirements.
- Identification of key progress problems, action items and issues along with recommendation for solutions.
- Summary of progress payments, certified payrolls, change order disputes,
- Photographs of representative project activities provided to City in electronic format.

Construction Progress Meetings

Schedule and lead construction progress meetings as needed with the Contractor and the City's Project Manager. Provide meeting agendas and discuss the schedule, near-term activities, submittals, RFI's, change orders and any problems that need resolution. Prepare minutes of the meetings with identified action items. Distribute the minutes to the attendees within two working days and include the minutes in the monthly progress reports.

Interpret Plans and Specifications

Inspect construction activities to ensure that the work is in accordance with the contract documents and applicable regulatory requirements.

Receive and create a log for all Contractor RFI's and submittals. The PM shall make every effort to review and respond to RFI's and submittals prior to involving the Design Engineer. If the PM is unable to respond to an RFI, then they shall immediately transmit

it to the Design Engineer and City's Project Manager. The PM shall then monitor the Design Engineer and City's review time to assure it does not exceed the contractual time limits and then after receiving a response from the Design Engineer immediately transmit the information to the Contractor.

Lead resolution of day-to-day construction issues raised.

Coordinate with inspectors, Design Engineer, Contractor and PM as required to reach resolution. Enforce site and construction safety and housekeeping.

Obtain and maintain key specification referenced standards including:

Local and regional specifications; codes; standards; publications; regulations; applicable permitting criteria from local, state, and federal agencies; standard drawings and specifications of the local agencies, and related documents as referenced in the contract documents and as required to perform the work. Make such documents available for review by the contractors, City, and other interested parties.

Contractor's Change Orders and Disputes.

Identify, prepare, log, and monitor all potential contract change orders, extra work, change orders, and disputes.

Resolve scope of extra work and changes to the contract with the Contractor and the City.

Prepare written justification, schedule impact and cost estimates or each change order and negotiate costs with the Contractor. Justification shall include: a statement of the extra work or change; detailed description of the extra work or change; background leading to the issue; resolution alternatives and resolution recommendation for action by the City. Submit recommended change orders to the City for review and approval **prior** to finalization.

Assist and support the City in analyzing, responding to, negotiating, and resolving any disputes. The PM shall report all verbal and written disputes immediately to the PM who will then in turn contact the City's Project Manager and coordinate all disputes with them as well.

Inspection Reports.

Review daily inspection reports for completeness in documenting the Contractor's work and for potential change order items or deviations from the contract documents.

Payment Requests

Review contractor's monthly payment request with the project inspector(s). Provide a preliminary payment request to the City's Project Manager for review prior to submittal of the final monthly payment request.

Special Testing

Provide appropriately qualified/certified personnel and required specialty equipment for all testing and inspection. This should include but will not be limited to materials (including concrete), reinforcing, soils, subgrade, compaction, welding, special inspection and observation of structures, and factory witness testing.

Record Drawings

Coordinate the tracking of record drawings. Review the contractor's record drawings with inspectors on a monthly basis. Ensure City's record drawings identify RFI's, shop drawing revisions, change order modifications, etc. and are updated weekly. Submit record drawings to City's Project Manager at completion of the project. Hold monthly record drawing review meetings with the City's Project Manager and the Contractor prior to submittal of the monthly progress payment.

Schedules

Review contractor's baseline and monthly Critical Path Method (CPM) schedules.

Project Closeout

Prepare detailed project punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with a team consisting of the Design Engineer, City's Project Manager, Recreation and Parks Director and others as directed by the City's Project Manager.

Check and submit final payment requests from the Contractor following filing of Notice of Completion.

Review and certify that the Contractor's project record drawings are complete and accurate.

Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment procured as required by the City. Collect relevant data and information from the Contractor and material/equipment suppliers.

Prepare a final executive summary report which provides a complete overview of the contract, Contractor's performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the project, 60 calendar days following the filing of the Notice of Completion.

Furnish all original project documents and final project reports to the City within 60 calendar days following filing of the Notice of Completion. Project documents shall be delivered to the City in a form and fashion acceptable to the City. Deliver the original project documents to the City's Project Manager in storage boxes with all documents labeled in accordance with the project filing system and in standard file folders. Files are to be placed in boxes by sequential file number. Prepare a sheet for each box listing the

contents. Scan or otherwise provide all project files, reports, logs and all other project documents in electronic format. Deliver the electronic files and documents created during the project on flash drive labeled with the project name.

Site Safety and Clean-Up

The PM will enforce site safety including a speed limit set by the City, Personal Protective Equipment (PPE), fall protection, electric shock prevention, shoring, confined space entry and other Cal OSHA standards. The PM will immediately notify the General Contractor of any unsafe site conditions and follow up to be sure corrective action is taken. The PM or Inspector(s) shall conduct daily site walks to ensure a clean and orderly site and direct the Contractor as necessary. The RE/Inspector shall be on site during final clean-up and demobilization to ensure that all impacted road surfaces and other existing facilities are completed per the contract documents and to the satisfaction of City.

Construction Inspection

Provide inspection by qualified/certified inspectors to ensure that the Contractor's work is in compliance with the contract documents. Inspectors shall be knowledgeable in the area assigned. For example: inspectors with appropriate expertise shall staff pumps, pipe, structures, electrical, instrumentation and controls. Prepare daily reports of the construction activities including weather conditions, Contractor's equipment and labor, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents. The inspectors may not authorize extra work or approve of work that deviates from the contract documents. Any changes will need to be authorized by the assigned PM and the City's PM.

Conflict of Interest Requirements

Throughout the term of the awarded contract, any person, firm, or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project must disclose the contractual relationship, the dates, and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the task order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

“ATTACHMENT A”

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract 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, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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 (ISO CG 25 03 or 25 04) 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.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial 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 as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's

insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance 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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

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.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

“ATTACHMENT B”

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on , by and between , a California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03 City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.” [use 2016 insurance language]

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. Contractor’s Obligations.

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this Agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this Agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:

To Contractor:

Attn.

110 East Cook Street

Santa Maria, CA 93454

If the designated Representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this Agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.

4.03. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this Agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this Agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this Agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

CONTRACTOR

XXXX, INC.,
a California corporation

By: _____
President

By: _____
Vice-President/Secretary

CITY

CITY OF SANTA MARIA, a political
subdivision of the State of California

By: _____
_____(Type in Dept. Head
Name)
_____(Type in Dept. Head
Title)

ATTEST:

By: _____

APPROVED AS TO FORM:

Risk Manager

City Attorney