

TO: JAMES L. APP, CITY MANAGER

FROM: *DE* JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZE STAFF TO EXECUTE A CONSULTANT SERVICE AGREEMENT FOR THE 13TH and 24TH STREET BRIDGE SEISMIC RETROFITS

DATE: JANUARY 5, 1999

Needs: For the City Council to adopt the attached Resolution authorizing the City Manager to execute a Consultant Services Agreement for the 13th and 24th Street Bridge Seismic Retrofits.

- Facts:**
1. Caltrans has set aside funds to perform the seismic retrofit of the 24th Street Bridge over the Railroad tracks and the 13th Street Bridge over the Salinas River
 2. Staff has received a proposal from CH2MHill to prepare the final Plans and Specifications for the project and to oversee the construction. The fee for this work is \$172,748.
 3. Caltrans will reimburse the City for all consultant fees.

Analysis and

Conclusion: Staff requests that the City Council authorize the City Manager to sign the Consultant Services Agreement on behalf of the City.

Policy

Reference: Adopted Capital Improvement Plan

Fiscal

Impact: None

- Options:**
- A. That the City Council adopt the attached Resolution authorizing the City Manager to sign a Consultant Services Agreement with CH2MHill for a not-to-exceed fee of \$172,748.
 - B. That the City Council amend, modify or reject the above option.

Attachments: (2)
1) Resolution
2) Scope of Work

RESOLUTION No. 98-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE CITY MANAGER TO SIGN A CONSULTANT SERVICES
AGREEMENT WITH CH2MHILL**

WHEREAS, Caltrans has set aside funds to perform seismic retrofit for the 24th Street Bridge over the railroad tracks and the 13th Street Bridge over the Salinas River; and

WHEREAS, the City has received a proposal from CH2MHill to prepare plans and specifications for the project; assist the City in the bidding process and to oversee the construction for a not-to-exceed fee of \$172,748; and

WHEREAS, Caltrans will reimburse the City for these consultant fees.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby engage the professional services of CH2MHill for the seismic retrofit work.

Section 2. That the City Council of the City of Paso Robles does hereby authorize the City Manager to sign the Consultant Services Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 5th day of **January**, 1999, on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Madelyn Paasch, City Clerk

Construction Administration Services For the 13th Street and 24th Street Bridge Seismic Retrofit Project

Scope of Services

CH2M HILL will provide construction administration services for the 13th Street and 24th Street Bridge Seismic Retrofit Project. The scope of work is comprised of the following tasks and subtasks:

Task 1 – Pre-Construction Phase Services

Task 1.1 – Assist City in preparing Bid Package

CH2M HILL will attend “kick-off” meeting with City, shortly after execution of the Consultant Services Agreement. CH2M HILL will assist the City in finalizing the bid package. It is assumed that the Plans and Technical Specifications, quantity sheets, and project durations will be completed/determined by the Designer (Buckland & Taylor/Caltrans).

Task 1.2 – Assist City in preparing Certifications

CH2M HILL will assist the City in the preparation and completion of the PS&E Certification and the Right-of-Way Certification, in accordance with Caltrans requirements, within 14 days of the kick-off meeting.

Task 1.3 – Assist the City with Bidding Activities

CH2M HILL will attend both the pre-bid conference/site walk and the bid opening, providing bidding support to the CITY. CH2M HILL will act as the focal point during the bid period to receive bidder questions and coordinate answers/clarifications through the Designer and City.

Task 2 – Construction Phase Services

Task 2.1 – Provide Resident Engineer Representation

CH2M HILL will provide a California licensed P.E. to serve as the Resident Engineer (RE) for the project. The RE will coordinate with the City, the Designer, Caltrans, and any other organizations (UP RR, utility owners) and Agencies (COE, CDFG,RWQCB), as necessary,

throughout the course of the project. The RE will conduct a pre-construction meeting. The RE will review the Contractor's schedule and track work progress and subsequent schedule updates/revisions. The RE will conduct periodic project meetings and report work progress to the City.

Task 2.2 – Maintain Project Correspondence

CH2M HILL will maintain all project correspondence, in conformance with Caltrans standards and procedures. Caltrans filing system will be followed and all files will be delivered to the City at the conclusion of the project.

Task 2.3 – Prepare Change Orders and Associated Justification

For any changes that are required, CH2M HILL will develop a process for initiation, negotiation, approval, payment and documentation of change orders; Perform change order administration, including issuing proposed change orders to Contractor, maintaining logs of proposed and approved change orders, receiving change order quotations from Contractor, negotiating change order costs and time extensions, processing final negotiated change orders; Review change orders with City.

Task 2.4 – Coordinate RFIs/Clarifications

CH2M HILL will receive, process and monitor requests for information (RFIs) from the Contractor. We will prepare responses to RFIs that are related to construction issues. We will transmit design-related RFIs to the Designer and track response progress. CH2M HILL will conduct discussions and/or meetings with Contractor, Designer/Caltrans, City and other parties as needed to resolve RFIs.

Task 2.5 – Review Contractor Payment Requests

CH2M HILL will review progress payment applications submitted by the Contractor. CH2M HILL will coordinate with the Contractor to verify quantities/progress reported on each application. CH2M HILL will submit the progress payment applications to the City for final approval and payment to the Contractor.

Task 2.6 – Maintain As-Built Plans during Construction

CH2M HILL will maintain a field blue-line set of drawings to incorporate Contractor record drawing markups as the work progresses. At the conclusion of construction activities, these as-built drawings will be turned over to the City/Designer.

Task 2.7 – Provide Project Inspection

CH2M HILL will provide observation of the work at the project sites. The inspector shall make reasonable efforts to guard against defects and deficiencies in the work of the

Contractor and make reasonable efforts to determine if the provisions of the Contract Documents are being fulfilled; prepare daily inspection reports documenting observed construction activities and jobsite conditions; measure pay quantities; coordinate the activities of materials testing firms; take progress photos; prepare punchlists, coordinate and conduct final inspection. Inspection services by Consultant shall not cause Consultant to assume Contractor's responsibility for completing the work in conformance with the Contract Documents and compliance with the Contract Documents shall remain sole responsibility of the Contractor.

Task 2.8 – Claims Management

CH2M HILL in an effort to reduce possible claims and disputes will provide recommendations of possible resolution to City. CH2M HILL will assist the City in gathering applicable data, reviewing Contractor's documents substantiating disputes or claims, and resolving construction disputes. Assistance with resolution of claims will be provided during construction and will conclude on the date of execution of the notice of completion.

Task 2.9 – Safety Programs

CH2M HILL will provide the necessary safety programs for its employees only. Others associated with this construction project shall provide their own safety programs to be in full compliance with local, state and federal safety requirements. Reviews of said programs will not be provided by CH2M HILL.

**CH2M HILL
WORK BUDGET**

13th Street, 24th Street Bridge Seismic Retrofit Project

Function	Hrs/Wk	Wks	Hrs	Bill Rate	Labor	Com, H/S Cmptr	Per Diem	Travel	Pagers/ Cell Phn	Other Exps	Total Exps	Total
Task 1 - Pre-Construction Phase Services												
Bid Package Preparation			80	105	8,400	464					464	8,864
			56	139	7,784	325		150			475	8,259
Railroad Agreement Coordination			40	105	4,200	232					232	4,432
Certifications			24	105	2,520	139					139	2,659
Bid Period Assistance			56	105	5,880	325		300			625	6,505
PM/CM Support			40	139	5,560	232					232	5,792
Clerical Support			32	60	1,920	188					188	2,108
Subtotal					36,264						2,352	38,616
Task 2 - Construction Phase Services												
Resident Engineer/Insp.	44	14	616	92	56,672	924	7,280	3,256	647	2,500	14,606	71,278
Project Clerk	40	12	480	41	19,680	0	0	0			0	19,680
PM/CM Support	4	16	64	139	8,896	371		1,800			2,171	11,067
Clerical Support	2	16	32	60	1,920	188					188	2,108
Subtotal					87,168						16,963	104,131
Task 3 -												
Materials Testing Lab										30,000	30,000	30,000
Subtotal											30,000	30,000
TOTAL					123,432						49,316	172,748

The following will be provided by the Contractor:

1. Field office to accommodate 2 people, including furnishings and lockable cabinets, 2 phone lines, and telephones
2. Payment of office utilities, including electricity, water, sewage, telephone
3. Use of a fax machine and a photocopy machine
4. 2 computer systems, complete with hardware, printers, software, as specified

Notes/Assumptions:

Long-term per diem @ 104/day

Rental truck @ 1000/month

Cell phone/pager @ 200/month

Rates for non-field personnel are based on CH2M HILL 1999 Charge Rate Schedule

Rate shown for RE/Inspector is based on use of CH2M Field Overhead Rate

Expenses are reimbursable. Refer to CH2M HILL Standard Service Center Rates. Markup on subconsultants is 10%.

Durations for construction phase services based upon Designer's suggested work schedule

The Engineer of Record (Buckland & Taylor Ltd.) will provide construction support services, including: shop drawing review, responding to Contractor requests for information, and preparation of design change order.

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