

DATE SUBMITTED 10/29/19
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 11/06/19

COUNCIL ACTION
 PUBLIC HEARING REQUIRED
 RESOLUTION
 ORDINANCE 1ST READING
 ORDINANCE 2ND READING
 CITY CLERK'S INITIALS 8

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: WW Construction Management	DISCUSSION/ACTION: 1. Discuss, Approve/Disapprove the Construction Management of the WW Upgrade Project
DEPARTMENT INVOLVED: Wastewater	
BACKGROUND/SUMMARY: On March 2016, Council took action to contract with Albert A. Webb Associates to prepare the documents for the WWTP upgrade. Webb's proposal at the time included preparation of preliminary design and support; final design and documents; and construction services. On September 2019, Council approved bid award that included cost for construction services and remaining of Webb Contract, To approve Construction Management, Engineering Services during Construction, and Inspection Services for the City of Imperial WWTP project.	
FISCAL IMPACT: \$1,539,440.00 – WW Bond	FINANCE INITIALS <u> </u>
STAFF RECOMMENDATION: approve	DEPT. INITIALS <u> </u>
MANAGER'S RECOMMENDATION: n/a	CITY MANAGER'S INITIALS <u> </u>
MOTION: SECONDED: _____ APPROVED <input type="checkbox"/> REJECTED <input type="checkbox"/> AYES: _____ DISAPPROVED <input type="checkbox"/> DEFERRED <input type="checkbox"/> NAYES: _____ ABSENT: _____ REFERRED TO: _____	



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
74967 Sheryl Avenue
Palm Desert, CA 92260
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

013853

October 8, 2019

Mr. Jackie Loper
City of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, CA 92251

RE: Construction Services for City of Imperial WWTP Upgrade Project

Dear Jackie:

We are pleased to provide the City of Imperial our proposal to provide Construction Management, Engineering Services during Construction, and Inspection Services for the City of Imperial WWTP project. WEBB's experienced team will act as an extension to the City to ensure that the project is built per the plans and specifications.

The Design team will work directly with the Construction Management and Inspection team throughout the construction phase. We have gained experience and knowledge with this project through the design process which will help us to be a step ahead of issues, answer questions quickly, and minimize opportunities for change orders. WEBB already has a vested interest in the success of this project and looks forward to seeing it through construction.

WEBB will team with The Holt Group for Inspection Services and Landmark for geotechnical and materials testing.

We have identified the following key issues for the project:

1. Safety is the top priority, especially on an active treatment plant. The WEBB Team will be active in encouraging safe practices relating to trenching, electrical work, demo work, and coordination with the active treatment processes. The inspector will attend the contractor's safety meetings and safety will be discussed at each project meeting.
2. The WEBB Team will lead the communication effort on the project. All project documentation will be processed through construction management software, EADOC. The WEBB team and Contractor have worked on previous similar projects and are familiar with EADOC. This will enable everyone on the project team to have access to the latest project documentation, track assignments, and keep all team members accountable.



www.webbassociates.com

3. The plant must remain in operation throughout the project. Temporary shut-downs for cutovers will be planned and coordinated with City operations staff. Electrical coordination needs to be considered from day 1 of the project. SKM will coordinate with City Operations staff to establish the needs and expectations throughout the project.

4. The WEBB team will work with the Contractor and City operations staff to prepare for commissioning. We will make sure the requirements of the specifications are met and that facilities pass all testing requirements.

The following information is attached to this letter:

- Project Approach
- Scope of Services
- Compensation for Services

We look forward to working with the City on this important project and welcome an opportunity to answer any questions you may have regarding our team and capabilities.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Brian P. Knoll, P.E.

Vice President

Exhibit "A" Project Approach

Construction Services Team:

WEBB will manage the construction phase of the project. The Holt Group will provide field inspection for the WEBB team. In general, we will manage project documentation, lead meetings and project communication, and be active in solving problems and recommending solutions to the City. We will team with AQUA Engineering and SKM, Inc. for engineering services to review submittals and RFIs throughout construction and assist with field questions, startup, and commissioning. All project information will be routed to WEBB through EADOC.

The Holt Group, Inc. will provide general inspection and coordinate with SKM for electrical inspection, start-up support, and commissioning support. Holt has a local presence and has worked previously on the plant. SKM has extensive experience on similar projects and will coordinate with the operations group to make sure the facility is operating properly. Construction observation services will be required to assure quality control, document work, and provide direct interaction with the construction contractor while keeping the City's project manager informed. The project duration is 540 calendar days. The Holt Group will be available for full-time inspection but will be assigned as required to observe the work being constructed.

Landmark Consultants, Inc. will provide geotechnical and concrete materials testing for the project. WEBB will schedule the tests based on the contractor's schedule and progress in the field.

Exhibit "B" Scope of Services

Construction Stage

1. Conduct a pre-construction meeting. Attendees will include the contractor, the City, design consultants, inspectors, affected agencies and utility companies, and other interested parties as required.
2. Administer EADOC for all project documentation.
3. Schedule ongoing project meetings. Attendees will include the City, consultants, contractor, inspector(s), applicable utility companies, geotechnical/materials testing representative, as well as other interested parties. The meeting will consist of a review of contractor problems, scheduling, cost items, etc. Meeting notes shall document all "action items," the responsible party to follow up on the action item, and a target completion date for the completion of the action item. WEBB prepares and distributes meeting notes to all attendees.
4. Prepare Weekly Working Day Statements and send to the contractor.
5. Prepare and process Construction Change Orders (CCO's) when applicable.
6. Review the construction schedule prepared by the contractor for compliance with the contract and monitor throughout construction.
7. Review and verify contractor's monthly progress estimates and payments made therein and prepare progress payments.
8. Review material submittals, shop drawings, and contractor's RFIs (Request for Information).
 - a. Assume 200 submittals
 - b. Assume 200 RFIs
9. Furnish periodic reports of progress on the project as required.
10. Review laboratory test reports.
11. Actively participate in testing, startup, and commissioning.
12. Perform construction inspection:
 - a. Monitor the construction operations by providing labor, equipment and material reports, extra work reports, and disputed work reports.
 - b. Maintain records in the form of inspection reports, photographs, videos and daily diary.
 - c. Be proactive in looking ahead to mitigate potential issues prior to their occurrence and issue field correction notices when necessary.
 - d. Closely monitor testing results and require contractor to take corrective actions if results are unsatisfactory.
 - e. Strictly enforce requirements for health and safety on the project.
 - f. Ensure contractor and subcontractors comply with the requirements of contract documents and perform all the work in accordance to plans and specifications.
 - g. Maintain a red line set of as-built (record) information.
 - h. Prepare project punch list at substantial completion, and follow up.
 - i. Be proactive in looking ahead to mitigate potential issues prior to their occurrence.

Post Construction

Construction close out procedures shall be documented by WEBB as follows:

1. The last change order to be prepared is a "balancing change order" that reconciles all quantity adjustments and previous change orders.
2. Written documentation shall be coordinated indicating the client accepts the improvements into their system.
3. Finalize as-built drawings.

Exhibit "C" Compensation for Services

WEBB's existing design contract for the WWTP Upgrade has a balance of \$617,883 remaining. The balance was originally allocated for construction services. No additional billing will issued against the design contract. This proposal accounts for the engineering services during construction, construction management, inspection, and materials testing necessary during the construction of the WWTP.

All construction services as outlined above will be provided on a time and materials basis, not to exceed **\$1,539,440**. A detailed breakdown of the tasks is included in the attached Manhour Spreadsheet. The total compensation will not be exceeded without prior authorization from the City. Our services will be billed monthly.

City of Imperial WWTP - Construction Services

Classification	Billout Rate	Principal II	Senior III	Admin. Asst. II	ACUA/SDM Principal	ACUA/SDM Engineer	ACUA/SDM Designer	ACUA/SDM Admin.	ACUA CM	SDM Principal	SDM Engineer	SDM Designer	SDM Admin.	Self Inspector	Self Admin Support	Sub total - labor	Sub-Consultant	Expenses	Sub total - labor	Total Task	
		\$ 273	\$ 231	\$ 83	\$ 190	\$ 170	\$ 150	\$ 75	\$ 150	\$ 190	\$ 170	\$ 150	\$ 75	\$ 125	\$ 85						
Task 1	ENGINEERING SUPPORT DURING CONSTRUCTION				388	910	810	180		388	610	450	100			3836	\$ 615,840	\$ -	\$ -	\$ 615,840	\$ 615,840
a	Submittal Review				40	300	300	80		40	120	120	40			1040	\$ 158,600	\$ -	\$ -	\$ 158,600	\$ 158,600
b	RFI Review				40	160	160	80		40	120	120	40			760	\$ 113,800	\$ -	\$ -	\$ 113,800	\$ 113,800
c	Clarifications				40	80	40	20		40	80	40	20			360	\$ 57,400	\$ -	\$ -	\$ 57,400	\$ 57,400
d	Meetings				80	120	120			80	100	40				540	\$ 91,800	\$ -	\$ -	\$ 91,800	\$ 91,800
e	Change Order Review				40	60	40			40	40	20				240	\$ 41,200	\$ -	\$ -	\$ 41,200	\$ 41,200
f	Design Revisions				40	80	80			40	40	40				320	\$ 53,600	\$ -	\$ -	\$ 53,600	\$ 53,600
g	Testing, Startup, and Commissioning				80	80	40			80	80	40				400	\$ 69,600	\$ -	\$ -	\$ 69,600	\$ 69,600
h	Punchlist and Final Walk				20					20						40	\$ 7,600	\$ -	\$ -	\$ 7,600	\$ 7,600
i	Record Drawings				8	20	20			8	20	20				96	\$ 15,840	\$ -	\$ -	\$ 15,840	\$ 15,840
j	Operations and Maintenance Manuals					10	10				10	10				40	\$ 6,400	\$ -	\$ -	\$ 6,400	\$ 6,400
Task 2	CONSTRUCTION MANAGEMENT	230	1050	260												1540	\$ 326,920	\$ 45,000	\$ 371,920	\$ 371,920	
a	Project Management	40	200	80												320	\$ 63,760	\$ -	\$ 63,760	\$ 63,760	
b	Weekly Meetings and follow up (75 meetings)	80	200	80												360	\$ 74,680	\$ 15,000	\$ 89,680	\$ 89,680	
c	Progress Reporting (18 Monthly Reports)		40	20												60	\$ 10,900	\$ -	\$ 10,900	\$ 10,900	
d	Submittal Coordination (200 submittals)	20	100	20												140	\$ 30,220	\$ -	\$ 30,220	\$ 30,220	
e	Requests for Information (200 RFIs)	10	100	20												130	\$ 27,490	\$ -	\$ 27,490	\$ 27,490	
f	Change Order Requests, Change Orders and Disputes	20	100	10												130	\$ 29,390	\$ -	\$ 29,390	\$ 29,390	
g	Design Clarifications	10	80													90	\$ 21,210	\$ -	\$ 21,210	\$ 21,210	
h	Progress Payments (18 monthly payments)		40	10												50	\$ 10,070	\$ -	\$ 10,070	\$ 10,070	
i	Design Clarifications	20	80													100	\$ 23,940	\$ -	\$ 23,940	\$ 23,940	
j	Testing, Startup, and Commissioning	20	40													60	\$ 14,700	\$ -	\$ 14,700	\$ 14,700	
k	Punchlist and Final Walk	10	20													30	\$ 7,350	\$ -	\$ 7,350	\$ 7,350	
l	Record Drawings		40													40	\$ 9,240	\$ -	\$ 9,240	\$ 9,240	
m	Operations and Maintenance Manuals		10	20												30	\$ 3,970	\$ -	\$ 3,970	\$ 3,970	
n	EADOC																\$ -	\$ 30,000	\$ 30,000	\$ 30,000	
Task 3	CONSTRUCTION INSPECTION/GEOTECHNICAL													2900	500	3400	\$ -	\$ 551,680	\$ -	\$ 551,680	\$ 551,680
a	Inspection Services													2900	500	3400	\$ -	\$ 465,750	\$ -	\$ 465,750	\$ 465,750
b	Geotechnical and Materials Testing																\$ -	\$ 85,930	\$ 85,930	\$ 85,930	
c																	\$ -	\$ -	\$ -	\$ -	
		230	1050	260	388	910	810	180		388	610	450	100	2900	500	8776	\$ 942,760	\$ 551,680	\$ 45,000	\$ 1,539,440	\$ 1,539,440

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered by and between City of Imperial, a municipal corporation of the State of California (“Client”), and Albert A. Webb Associates (“Consultant”).

RECITALS

WHEREAS, Client desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement

The parties to this Agreement are:

- A. Client:
City of Imperial
420 Imperial Avenue
Imperial, CA 92251

- B. Consultant:
Albert A. Webb Associates
3788 McCray Street
Riverside, California 92506

2. Representatives of the Parties and Service of Notices

The representatives of the parties who are primarily responsible for the administration and performance of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the Client shall be:
Stefan T. Chatwin, City Manager

- B. The principal representative of the Consultant shall be:
Brian Knoll, P.E.

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by first class mail, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work

Client hereby engages Consultant, and Consultant accepts such engagement, to provide Engineering and Construction Services as described in the correspondence dated October 8, 2019, and attached hereto as Exhibit A (“Work”).

4. Data Provided to Consultant

Client shall provide to Consultant, upon request and without charge, all data, including reports, records, maps and other information, now in the Client’s possession which may facilitate the timely performance of the work described in Section 3. The parties hereto acknowledge and agree that such data may include confidential information. For purposes of this Agreement, confidential information includes any and all data, however stored, which is not subject to disclosure under the California Public Records Act. Consultant shall not disclose such confidential information and shall limit its use to that necessary for the performance of this Agreement. Consultant shall maintain the confidentiality of such data.

5. Independent Contractor

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the Client.

6. Consultant’s Responsibility

A. Except as specifically provided herein, all services required under this Agreement will be performed under the direction of Brian Knoll, PE.

B. Consultant shall be solely responsible for satisfactory work performance on services required by this Agreement, and compliance with all reasonable performance standards established by Client.

C. The Consultant shall be required to comply with all Federal, State and Local laws and ordinances applicable to the work.

7. Compensation.

The compensation to be paid by Client to Consultant for all work and services described in Section 3 shall be billed monthly as set forth in Exhibit A and shall not exceed \$1,539,440.⁰⁰. Charges shall be billed

monthly and payment is due upon presentation except as to those amounts City notifies Consultant is in dispute, in which case City will pay any undisputed portion.

8. Indemnity

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Client and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, or employees in the performance of professional services under this Agreement.

9. Insurance

D. WORKERS COMPENSATION. During the term of this Agreement, and to the extent required by law, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Said policy shall also include employer's liability coverage no less than \$1M per accident for bodily injury or disease. Consultant shall submit to Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Client, its officers, agents, employees and volunteers.

E. GENERAL LIABILITY INSURANCE. Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in an amount not less than \$1M/\$2M for bodily injury, personal injury, and property damage. Said insurance shall provide (1) the Client, its officers, agents, employees and volunteers shall be named as additional insured under the policy, (2) the policy shall operate as primary insurance, and that (3) no other insurance effected by the Client or other named insureds will be called upon to cover a loss covered thereunder.

F. AUTOMOBILE LIABILITY INSURANCE. Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance, including coverage for any owned, hired, non-owned or rented vehicles in an amount not less than \$1M/\$2M per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the Client, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the Client or other insureds will be called upon to cover a loss covered thereunder.

G. CERTIFICATES OF INSURANCE. Consultant shall file with Client upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the Client prior to the effective date of such cancellation, or change in coverage.

H. PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, Consultant shall maintain a Professional Liability Insurance policy that covers the services to be performed in connection with this Agreement, in an amount not less than \$1M per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by the Agreement.

I. CLIENT'S RIGHTS OF ENFORCEMENT. In the event any policy of insurance under this Agreement does not comply with these specifications or is canceled and not replaced, Client has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Client will be promptly reimbursed by Consultant or Client will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Client may cancel this Agreement.

G. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policy holders' Rating of A- (or higher) and financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Client's Risk Manager.

H. WAIVER OF SUBROGATION. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Client, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Client and shall require similar written express waivers and insurance clauses from each of its subconsultants, if any.

I. ENFORCEMENT OF CONTRACT PROVISIONS. Consultant agrees that any actual or alleged failure on the part of the Client to inform

Consultant of non-compliance with any requirement imposes no additional obligations on the Client nor does it waive any rights hereunder.

J. REQUIREMENTS NOT LIMITING. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

K. CLIENT'S RIGHT TO REVISE SPECIFICATIONS. The Client reserves the right at any time during the term of the agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the Client and Consultant may renegotiate Consultant's compensation.

L. SELF-INSURED RETENTIONS. Any self-insured retention must be declared to and approved by the Client. Client reserves the right to require that self-insured retentions be eliminated, lowered, ore replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Client.

M. TIMELY NOTICE OF CLAIMS. Consultant shall give Client prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

N. ADDITIONAL INSURANCE.

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

10. Term and Termination for Convenience.

Time is of the essence in the performance of this Agreement. The Work shall be completed in accordance with the schedules given in Exhibit A. Consultant shall advise Client if it should appear that the Work will not be timely completed.

Client may terminate this Agreement, without cause, by giving not less than 10 days written notice. In the event of termination as set forth in this paragraph, all finished or unfinished documents and other materials shall, at the option of Client, become the Client's property. Client shall pay Consultant for all work satisfactorily performed through the date of termination. Consultant shall turn over to Client all work product generated under this Agreement and shall also

provide such information and data as may be necessary for Client to properly and seamlessly administer the Work developed or worked upon by Consultant.

11. Amendments.

No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

12. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasibly, be resolved through good faith negotiations between the parties.

B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees; cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

13. Governing Law.

This Agreement shall be governed by the laws of the State of California.

14. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether Client or Consultant, executes said Agreement.

15. Assignment.

This agreement shall not be assigned by either party without the prior written approval of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

“CLIENT”

City of Imperial

Stefan T. Chatwin, City Manager

Dated: _____

“CONSULTANT”

Albert A. Webb Associates



Brian Knoll, Vice President

Dated: 10/8/2019