



CITY COUNCIL STAFF REPORT – REGULAR AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: MIKE KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

DATE: JULY 16, 2014

**SUBJECT: APPROVAL OF AN AGREEMENT FOR CIVIC CENTER
PROJECT MANAGEMENT CONSULTANT**

RECOMMENDATIONS

Approve the agreement with Mack5 for project management services for the Civic Center Project, in an amount not-to-exceed \$896,573 and authorize the City Manager to execute the agreement.

BACKGROUND

After acceptance of the Civic Center Master Plan by City Council in March 2014, the City Council authorized issuance of a Request for Proposal (RFP) for a project manager as the next step in the implementation of the Civic Center. The Civic Center Advisory Committee recommended that a Project Management (PM) firm be engaged before a design architect is hired in order to provide technical assistance to the Town with a particular focus on budget and schedule management and control.

FINDINGS/ANALYSIS

The RFP for Project Management (PM) was approved for advertisement by the City Council at the May 23 meeting after review and input from the Civic Center Advisory Committee (CCAC). A number of PM firms were directly solicited based on recommendations from the CCAC and staff. The RFP was also advertised on the Town Web site and through professional media. A non-mandatory pre-proposal meeting was held on May 27, with three firms in attendance.

The PM firm will assist Town staff in the preparation of a design RFP, selection of the design architect and other technical services, provide guidance through the design to ensure the project remains cost-effective and remains within budget. The PM will be responsible for quality

Civic Center Project Management Agreement

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assurance during construction, compliance with construction plans and specifications, and construction management. The PM firm will assist with project oversight through and into occupancy by the Town.

The RFP process was conducted in an expedited fashion in order to maintain the project schedule by engaging the PM firm at the July City Council meeting. Eight proposals were received. An Ad-Hoc Committee consisting of three CCAC members and the Town Engineer evaluated all eight proposals and met on June 23 to short-list three firms. Three firms, Consolidated CM, Griffin Structures and Mack5 were shortlisted and invited to interviews conducted on June 26.

The interview panel consisted of the three CCAC members, the Town Engineer, and the retired Deputy Director of Public Works for the City of San Jose who has had extensive experience managing and delivery a number of similar public facilities. Through this process, Mack5 was determined to be the top ranked firm. Mack5, based in Emeryville, has managed the construction of civic centers, libraries and public safety facilities. The firm has specialization in project management, cost-estimating and cost control. All of their references were positive.

On July 1, staff, including the City Attorney met with Mack5 to negotiate a final scope of services and fee. Staff incorporated all tasks from the RFP and added approximately 10 additional tasks to Mack5's scope of work, with no corresponding fee increase. Most of the additional tasks were necessary tasks related to the pre-construction phase and closer involvement during the selection of the architectural design team.

Additional tasks also included increased community outreach, especially during construction, labor compliance tasks as required by State law and systems testing prior to building occupancy. The consultant also proposed overall quality control throughout the project, to be performed by the firm's principal, at no additional cost to the Town. The City Attorney reviewed and accepted the attached agreement. The CCAC will be advised of the recommendation/selection at their July 14 meeting and their comments will be reported to Council at the July 16 meeting.

FISCAL IMPACT

The fee for the PM firm is a not to exceed amount of \$896,573.

Appropriations are budgeted under the Atherton Library and Civic Center projects from the following funds: Atherton Library (\$1,211,000), Building Capital (\$400,000) and Capital Improvement (\$291,000) to encumber the full amount of this agreement (\$896,573). The fee is within the estimate included as part of the Master Plan (approximately \$920,000).

ATTACHMENTS

Civic Center Project Management Agreement

DESIGN PROFESSIONAL AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of July 2014, by and between the TOWN OF ATHERTON, herein called the "Town" and Macks Craic Inc., dba Mack5, herein called the "Consultant."

Recitals

WHEREAS, Town desires to obtain professional project management services in connection with Civic Center Master plan implementation, and

WHEREAS, Consultant hereby represents to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee, shall represent Town for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign Paul Beamer, Senior Project Manager, to have overall responsibility for the progress and execution of this Agreement for Consultant and shall assign Mark Kelley as Senior Cost Estimator and Manil Bajracharya as Senior Construction Manager. Substitution of personnel shall require written approval by Town; such approval shall not be unreasonably withheld.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than July 21, 2014 upon written Notice to Proceed, and be completed not later than 36 months after Notice to Proceed, unless extended by mutual agreement. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise working on similar projects in the same region and timeframe as the project described in this Agreement.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed Eight Hundred Ninety-Six Thousand Five Hundred and Seventy Three Dollars (\$896,573.00). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4 (A) without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes,

personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Provided that Town has made all payments owed to Consultant under this Agreement, title to all plans, specifications, maps,

estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in Town, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town during the term of this Agreement, unless required by law.

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of the Town.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Town. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the Town in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or of any Town official, other than normal contract monitoring; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless the Town, its officers, agents, employees, from and against any and all claims, damages, and liabilities, but only to the extent actually caused by the negligent acts, errors, or omissions of Consultant, its officers and employees undertaken pursuant to this Agreement excepting liabilities due to the negligence or willful misconduct of Town. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. Notwithstanding the foregoing, Consultant shall have no obligation under this Section 12 to defend or indemnify Town with respect to any professional liability claims arising from Consultant's performance of services under this Agreement brought by Town.

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and represents to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business

license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the Town's Public Works Department office.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the Town.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the Town, or as required by law.

17. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the Town's prior

written consent. Any assignment without such approval shall be void and, at the Town's option, shall immediately cause this Agreement to terminate.

18. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

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

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish the Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the Town upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant, after final payment, shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

20. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the Town and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Town: City Clerk

 Town of Atherton - Town Hall

 91 Ashfield Road

 Atherton, CA 94027

If to Consultant: Mark Kelley

 Mack5

 1900 Powell Street, Suite 470

 Emeryville, CA 94608

25. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or

relating to charges for services, or expenditures and disbursements charged to the Town and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town and that the records and documents be maintained in the City Manager's office.

26. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

27. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. Town Not Obligated to Third Parties. The Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

29. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

30. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation

32. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

33. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the Town.

34. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

35. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF ATHERTON

CONSULTANT

By: _____

City Manager

By: _____

Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A

Scope of Work

I. Scope of Work

Reporting to and directed by the Town Engineer, the Project Manager will be responsible for advising on and documenting the design, construction and occupancy of the new Atherton Civic Center. The Town will make an office available to the Project Manager.

Key Responsibilities Include but are not limited to:

A. Design Phase (Note: some management tasks will continue throughout the project)

- Review Master Plan materials developed to date
- Recommend the structure and organization of the complete design team (including those consultants that will fall under the architect's contract and those that contract directly with the Town)
- Develop project procurement process for project services
- Work with Town Engineer to develop professional services agreements for all the members of the design team
- Recommend design team professionals to be contacted for the RFQ and coordinate its publication
- Conduct pre-proposal meetings, conduct job walks
- Work with Town Engineer to develop design team RFQ selection criteria and scope of work for design team members
- Prepare a ratings matrix, review design team RFQ responses, schedule and lead interviews
- Assist Town Engineer in negotiating design contracts
- In cooperation with design team, maintain, update and report out project cost estimate at each phase of design (minimum of 4 reports), develop alternative programming options, construction methods, materials and procurement methods to ensure that the project will be designed within budget
- Recommend cost-effective design and construction approaches
- Manage/track project budget in detail throughout the project
- Manage/track construction budget in detail throughout the project
- Review current project status, including all documentation
- Assess status of entitlements and set a process to secure all required entitlements
- Assist design team in submitting utility applications and proactively follow up to ensure timely utility company/district performance
- Meet with all stakeholders and memorialize project goals and objectives

- Develop and maintain a project-specific Cost Model Manager and identify and present cost risks to City Engineer
- Inform City Engineer of planned expenditures through a schedule-loaded cash flow forecast
- If required by the Town to remain within available funds, work with design team to develop alternatives, and prepare a report listing all available options
- Validate the feasibility of keeping all Town and Library services in their current locations during construction
- Produce and maintain overall critical path project schedule and work with Town Engineer to obtain buy-in from stakeholders
- Participate in all design team meetings with Town, follow up on assigned action items
- Work with Town staff and CCAC to evaluate program square footage and perform peer review of other agencies' facilities
- Review design documents at end of schematic phase to ensure that program needs are being met and document schematic design review meetings
- Monitor and review design documents during design development, construction document and bidding phases to ensure that project requirements, goals and objectives are being met and that comments are addressed and incorporated as needed
- Perform rigorous constructability analysis
- Facilitate a design charette to identify durability and sustainable design options at the beginning of design
- If LEED certification is required, assist design team to register project and submit design credit related documents
- Review and recommend design team and other project consultants' pay applications
- Work with the design team to define scope of add-alternates and advance the designs sufficiently to develop cost estimates; recommend action to the CCAC and Town on each add-alternate
- Advise Town on the constructability of the proposed design as it progresses and recommend changes that would positively impact cost or schedule
- Attend monthly Civic Center Advisory Committee meetings and subcommittee meetings as required

B. Community Outreach Phase

- Update the project cost estimate and project schedule to reflect Council budget actions
- Advise the Town Engineer on design rework required resulting from changes in budget
- Ensure that an effective community outreach process is in place during the design process
- Attend monthly CCAC meetings, subcommittee and City Council meetings as needed
- Distribute summary monthly status report

C. Pre-Construction Phase

- Work with Town Engineer to develop criteria for contractor prequalification
- Prepare Prequalification Questionnaire
- Work with Town Engineer to develop construction contract
- Develop a detailed construction management plan that addresses site location and its constraints
- Assemble final bid package and manage the bid process
- Assist with solicitation of construction bids
- Coordinate and facilitate pre-bid conference
- Assist Town Engineer with issuance of bid documents (Town will issue)
- Coordinate with design team to prepare bid addenda (Town will issue)
- Analyze bid responses for compliance, completeness and accuracy and recommend action to the Town Engineer
- Assist Town Engineer to establish and manage a subconsultant to perform Project Labor Compliance process
- If required, assist Town staff with department relocations

D. Construction Phase

- Coordinate, facilitate and lead pre-construction conference
- Work with Town Engineer to develop construction budget format and tracking system
- Prepare monthly budget and schedule projections and prepare a monthly status report
- Review contractor's construction schedule and recommend Town Engineer's actions to adhere to schedule
- Monitor procurement of long-lead items
- Maintain overall project schedule, including commissioning, move and celebration
- Establish and chair weekly project meetings, produce timely meeting minutes, follow up on action items
- Perform and document daily construction observation and quality control; maintain a regular site presence as required
- Promptly report material defects in writing to the Town Engineer and design team, notify the contractor of non-compliance and resolve issues
- Implement an RFI and submittal process, track documents and oversee contractor logs
- Review shop drawings, product data, samples and submittals to assist design team; notify contractor and design team of material differences with contract documents
- Coordinate testing and inspection between contractor and testing or inspection firms
- Review testing and inspection forms, resolve issues and submit reports to Town Engineer
- Develop schedule of values, review progress payment requests and supporting materials and recommend payments amounts to Town Engineer
- Review and evaluate change requests whether resulting from architect's instructions or Town-originated changes and pro-actively estimate the resulting cost and schedule impact and recommend Town action
- Resolve site issues with confirming written direction, as required

- Inform Town Engineer regarding potential variances between actual and estimated/budgeted costs and provide written recommendations for resolution
- Assist with contractor negotiations in connection with architect's instructions and change orders
- Analyze and recommend action to Town Engineer on any contractor claims for compensation or delay
- Coordinate and supervise any work required by consultants outside the construction or design contracts – e.g., testing services, inspection services, commissioning
- Work with design team, Town Engineer and contractor to develop a punch list and recommend to Town Engineer to issue a Letter of Substantial Compliance
- Oversee completion of the punch list

E. Post Construction Phase

- Coordinate preparation of as-built record drawings with design team, contractors and major subcontractors
- Ensure completion and delivery to Town of all required close-out documentation including O&M manuals, record drawings, project files and warranties
- Meet with Town Engineer after issuance of certificate of occupancy to coordinate completion of punch list, delivery of all materials, staff and Town contractor training, and to ensure proper functioning of all building systems

F. Occupancy Phase

- Coordinate selection of occupancy phase consultants such as IT consultant, move coordinator, furniture consultant, LEED commissioning agent; assist with contract development as necessary
- Assist with bid process in connection with acquisition of occupancy-related services such as IT infrastructure, furniture purchasing, move coordinator
- Review and approve contractor's equipment start-up plans and checklists
- Where required, lead the commissioning of all building equipment, witness individual piece and system tests and approve those that pass without deficiencies
- Oversee activities of occupancy-related services such as IT infrastructure, furniture purchasing, move coordinator
- Develop and maintain a warranty request log
- Conduct a warranty walk through approximately 11 months following issuance of a Letter of Substantial Compliance

EXHIBIT B

Schedule of Performance

<u>Task</u>	<u>Duration</u>
Notice to Proceed	0 days upon written notice by Town
Design	12 months
Community Outreach	throughout entire project
Pre-construction	2 months
Construction	18 months
Post-construction	2 months
Occupancy	Included in other phases
TOTAL	34 months

EXHIBIT C

Compensation

Position	Hourly rate
Senior cost consultant	\$160
Senior project manager	\$160
Senior construction manager	\$160
Administrative support	\$ 70
Cost by Phase	
Design	\$233,680
Community outreach	\$ 58,880
Pre-construction	\$ 50,140
Construction	\$460,920
Post-construction	\$ 51,213
Occupancy	\$ 31,740
TOTAL	<u>\$886,573</u>
<u>Allowance for reimbursables</u>	<u>\$ 10,000</u>
<u>Not -to-exceed amount</u>	<u>\$896,573</u>

Time spent by Principal-in-charge, in that role, will not be charged.

Reimbursables will be billed at actual cost for pre-approved items such as printing, delivery and project-related travel outside the San Francisco Bay area.