



OneShoreline
Building Solutions for a Changing Climate

San Mateo County Flood and Sea Level Rise Resiliency District

Requests Proposals for

Construction Management Services

**for construction of the
Bayfront Canal and Atherton Channel
Flood Protection and Ecosystem Restoration Project**

RFP Number 2021-2-10

Release Date: February 10, 2021

Deadline to Respond:

March 1, 2021 at 5:00 PM

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Introduction and Background

The San Mateo County Flood and Sea Level Rise Resiliency District (District), known as OneShoreline, is an independent government agency that builds solutions across jurisdictional boundaries that address the climate change impacts of sea level rise, flooding, coastal erosion, and stormwater infrastructure deficiencies. By connecting and aligning the efforts of adjoining jurisdictions, the District can reduce the duplication of efforts, encourage the sharing of expertise to provide substantial and equal benefits to neighboring communities, and create a unified voice to position the region to obtain state, federal, and private funds.

The Bayfront Canal and Atherton Channel watersheds drain a predominantly urban, low-elevation area in San Mateo County, collecting stormwater runoff from the municipalities of Redwood City, Menlo Park, Atherton, and Woodside, and unincorporated San Mateo County. Just east of Highway 101 and north of Marsh Road, Atherton Channel converges with the Bayfront Canal near the border between Redwood City and Menlo Park, and then almost immediately Bayfront Canal drains through a tide control structure into Flood Slough and then into San Francisco Bay. For the past several decades, high tides have kept flows in the Canal and Channel from draining to the Bay, when even minor rainfall events have resulted in the flooding of nearby mobile home parks and businesses; these properties have experienced flooding 40 times over the past 70 years – most recently in 2017.

In response to this proven threat, in October of 2017, Redwood City, Menlo Park, Atherton, and the County entered into an MOU that established shared funding responsibilities for the design, environmental documentation, and land access agreements of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project (Project), aimed at reducing the frequency and impacts of flooding. When the District was established in January 2020 it assumed the lead role to complete this Project, with the above Cities and County as continued partners on the Project.

The Project consists of an underground culvert that diverts excess flow from Bayfront Canal into a forebay that is part of the managed ponds within the Ravenswood Complex of the South Bay Salt Ponds Restoration Project and is owned by the U.S. Fish and Wildlife Service. The successful implementation of this Project will protect developed areas of Redwood City, Menlo Park, and unincorporated San Mateo County against frequent flood events, provide water quality and ecosystem benefits to the managed ponds, and complement future flood protection efforts along Bayfront Canal and upstream along Atherton Channel.

The District is seeking a highly-qualified Construction Management Firm (Consultant) to act as an accountable representative of the District and be responsible for organizing, improving, directing, coordinating, and evaluating activities related to the construction of the Project.

Qualified consultants should have demonstrated success in:

- the management and administration of complex construction projects;
- compliance with the regulations, standards, and guidelines of grants, environmental permits, and federal, state, and local laws;
- maintaining detailed project documentation;
- and coordination with multiple stakeholders.

Responsibilities will include providing of support and recommendations pertaining to Project meetings, presentations, and work on the Project site; Project schedule development; construction delivery and means-and-methods; observation of onsite construction progress and reporting and environmental compliance; ongoing Project development and financial oversight; invoicing and disbursements; clarifications and changes in the work; close-out packages; updating as-built drawings; and warranty issues.

Submittal Process

Please submit six hard copies, and one electronic copy (as a single PDF document) via email, of the proposal by:

March 1, 2021, 5:00 PM local time, to:

Colin Martorana, Associate Project Manager
San Mateo County Flood and Sea Level Rise Resiliency District
1700 S. El Camino Real, Suite 502
San Mateo, CA 94402
Projects@onshoreline.org
650-730-0207

Proposals must be in font size 11 pt and not exceed 30 pages, including any supporting materials. Questions regarding this RFP will be answered at a pre-proposal workshop on February 17, 2021 at 10:00 AM via a Zoom video at

<https://us02web.zoom.us/j/89266430075?pwd=NGxlenVNa1I6VIR5VFI5QzhyWHJwQT09>, or call by phone: 669-900-6833, ID 892 6643 0075#.

Additionally, questions submitted by email to Projects@onshoreline.org with the subject line "Bayfront-Atherton CM RFP" by February 22, 2021 at 5:00 PM will be answered in a FAQ document posted on the OneShoreline.org website by February 24 at 5:00 PM. Addendums, if any, will be posted on the OneShoreline.org website on the same day issued. Proposals shall be valid for one hundred fifty (150) days.

Prospective consultants should plan to be available for interviews on March 3 and 4, 2021.

Project Schedule

This Project will begin with contract execution in March 2021 and be completed in early 2022.

Project Budget

This Project is led by the District and funded by its local partners and a grant from the California Department of Water Resources (DWR). The total cost to complete construction and mitigation of this project by early 2022 is anticipated to be between \$5.7 million and \$6.7 million.

All tasks described within the enclosed Scope of Work shall be included within a proposal's fee schedule and itemized according to required and optional tasks.

Anticipated Project Schedule:

This schedule is accelerated due to the desire for major construction activities to be complete by the end of 2021.

March 1 – Response to RFP due to District

March 1 – Project bid documents advertised for a construction contractor

March 15 – Award of Contract for Construction Management services

April 12 – Award of Contract for construction

Proposal Requirements

Each proposal should contain the following:

- Cover letter with contact information, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted
- Title page and table of contents
- Organizational chart of the project team
 - The organization of the team, including team leads and key staff who will be actively working on the Project. If a person has to be replaced or added to the team, a resume will

- need to be submitted and the Organizational chart will need to be updated.
- Statement of approach to the Project and any suggested changes to the Project Tasks, including:
 - A detailed Scope of Services discussing the approach the Consultant will undertake for the Project
 - Description of tasks with an estimation of the level of effort and assumptions, with a summary of key deliverables listed at the end of each task
- Itemized fee schedule, by task
- List of team members who will be assigned to the Project, their role on the Project, and experience relevant to their role, including:
 - A Labor Hours and Cost Table: A table that provides the estimated labor hours and cost by job classification for each resource per task and subtask. Any sub-consultant staff should be listed separately to clearly show percent markup sub-totals.
 - Biographies of key staff that will be assigned to the Project; substitutions will be submitted to the District for approval before charging to the Project.
 - List of any sub-contractors, their roles, costs, and personnel assigned to the Project
- All applicable licenses and license numbers relevant to the Project, the names of the holders of those licenses, and the names of the agencies issuing the licenses
- Description of previously completed projects of similar scope and services contemplated in this RFP, and a total of three references regarding those experiences
- Description of any pending litigation or litigation against the firm, or any of its proposed sub-consultants that is active or has been settled in the past three (3) years
- Acceptance of the District's Consultant Agreement and Insurance Requirements, available for review in the *Bids, Proposals, Documents* section of OneShoreline.org
- Non-Collusion Declaration
- Conflict of Interest Statement

The District reserves the right to modify the proposals' scope of work, make corrections, and reject any or all proposals. The District may also correct errors in the RFP and contact the proposers with any clarifications. Contractor shall ensure full compliance with Federal, State and local laws, directives, and executive orders regarding California Public Contract Code and other provisions of laws applicable to this Project. Contractor shall be fully knowledgeable of, and shall comply with, these provisions, under this Agreement.

District staff and others will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality of the proposed solutions and services to be provided;
- Experience of the firm, and of staff to be assigned to this Project, with projects of similar scope and complexity;
- Proposed cost;
- Proposer's record of compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by the Contractor. The District's Standard Agreement template is available for review in the *Bids, Proposals, Documents* section of OneShoreline.org. Potential applicants should consider their ability to comply with the provisions contained within the District Standard Agreement prior to submitting a proposal.

Consultant Responsibilities

- The Consultant is responsible for performing this scope in compliance with all applicable federal, state, and local laws, regulations, standards, and guidelines;
- The Consultant will submit draft deliverables in electronic format and final deliverables in both

- electronic and hardcopy format unless otherwise directed by the District Project Manager;
- The Consultant will prepare documents in accordance with environmental regulatory permit guidelines and formats;
 - The Consultant will provide Quality Assurance/Quality Control (QA/QC) on all services performed by the Consultant. The Consultant is expected to work closely with the District throughout the Project to ensure critical information collected, documented, and delivered to the appropriate party(ies).
 - All documents produced by the Consultant will be well written in standard, proper English, generally conforming to a widely accepted style consistent with the product. Should the Consultant submit a draft or final product or products with extensive errors or which is substantially incomplete, the product or products may be returned to the Consultant without complete reviews for the Consultant to make corrections and revisions and resubmit the product or products, at no additional cost to the District.
 - The Consultant will ensure the technical level of writing be such that the material is fully understandable by a person without specific training in the field at hand but without compromising its value to the target audience. The target audience includes technical, managerial, executive, and senior personnel in various regulatory and related government agencies. Terms specific to various fields will either be clearly explained in the text or defined in a glossary.
 - Consultant will not have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the District.
 - Consultant will not cause or allow any practice, activity, decision, or organizational circumstance which is either unlawful, imprudent or in violation of commonly accepted business and professional ethics
 - Consultant will not knowingly cause a delay in the construction schedule or an increase in construction cost.

The Consultant will be required to comply with all State labor codes, including all prevailing wage requirements of the State of California Department of Industrial Relations, in accordance with Labor Code Section 1770 *et seq.*

Preliminary Scope of Work

The Preliminary Scope of Services as presented below is to aid the Consultant in understanding the requirements of construction management services. Consultant should use this scope of services as a guide only to develop their own scope of services as they deem appropriate. The detailed scope of services and deliverables will be determined during Project's contract negotiation using this preliminary scope of services and the selected Consultant's proposed approach and work plan.

- Task 1.0 — Project Management and Coordination
- Task 2.0 — Preconstruction Services
- Task 3.0 — Construction Management
- Task 4.0 — Inspections, Special, and Specialty Inspections
- Task 5.0 — Safety Management
- Task 6.0 — Training, Testing, Start-Up, and Commissioning
- Task 7.0 — Stakeholder Engagement
- Task 8.0 — Partnering, and Claims and Disputes Management
- Task 9.0 — Acceptance and Close-Out
- Task 10.0 — Supplemental Services

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

This task includes all project management effort required to organize the Construction Management team, assign and control work, and report progress to the District in the form of monthly progress reports.

Task 1.1 – Project Plan

Consultant will:

- 1.1.1 - Develop a Project Plan to define an approach to managing the personnel and services to be provided to the District by the Consultant for the construction management services;
- 1.1.2 - Solicit and incorporate District's comments on the Project Plan;
- 1.1.3 - Amend and update Project Plan during the Project as required to incorporate changes or refinements in scope, schedule, or deliverables.

Deliverables

1. Draft Project Plan
2. Amended and updated Project Plan, revised as required

Task 1.2 – Consultant Monthly Progress Reports

Consultant will:

- 1.2.1 - Provide monthly progress reports of Consultant's activities with Consultant's monthly billing statement describing major activities broken down by task for the month;
- 1.2.2 - Include in the monthly progress reports a summary of performed tasks to date, estimate of work required to complete the contract, explanation of any major variances in percentage of work to be completed compared to percentage of agreement not-to-exceed fees remaining, and any anticipated changes to the Agreement that may be necessary to complete the scope of services;
- 1.2.3 - Document any fees or time constraints, and corrective actions if appropriate, in the monthly progress reports;
- 1.2.4 - Provide monthly progress report with each monthly billing statement, and more frequently if requested by the District;
- 1.2.5 - Consultant Monthly Progress Reports shall include, but not be limited by, the following:
 - a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;
 - b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;
 - d. A statement that all tasks will be completed within the agreed upon not-to-exceed total amount of this Agreement;
 - e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the established time line; or, if completion of the services is not on schedule, a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timeline for implementation of such measures;

- f. A look-ahead schedule listing deliverables and activities planned for the next 2 months;
- g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;
- h. Project Management Action Item and Decision Log: This log will document action items and concerns and issues throughout the term of the Agreement;
- i. Draft billing statements, transmitted with the monthly progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks. Draft billing statements will include a summary of labor expenditures, direct costs, billed sub-consultant charges, and a summary of all previous invoiced amounts by task. Draft billing statements will be prepared in accordance with the requirements stated in the Standard Consultant Agreement. An PDF version will be provided by Consultant for preliminary review by District.

Deliverables

- 1. Project Management Monthly Progress Reports;
- 2. Monthly Billing Statements.

Task 1.3 – Construction Contract Monthly Progress Report

Consultant will:

- 1.3.1 - Prepare Construction Contract Monthly Progress Reports to inform District of the construction progress. The reports shall include, but not be limited by, the following:
 - a. Narrative and schedule summary of construction completed to date;
 - b. Potential issues and required actions;
 - c. Photographs of ongoing work;
 - d. Payment to date for each bid item;
 - e. Status of RFI and submittal log;
 - f. Summary of Contractor’s quality control activities;
 - g. Status of Contract Document Clarification;
 - h. Status of Potential Change Order, Directed Change Order, Change Order and budget;
 - i. Potential disputes or claims;
 - j. Public outreach issues.

Deliverables

- 1. Construction Contract Monthly Progress Reports.

Task 1.4 – Project Management Meetings

Consultant will:

- 1.4.1 - Conduct Project Management meetings every month with the District and other team members. The intent of the meetings is to track construction management services, construction contract development, and coordinate with the District. These meetings are estimated to last one to two hours each. For each meeting, the Consultant will prepare and provide an agenda and meeting summary notes. At District’s discretion and approval, Consultant may conduct a conference call in lieu of a meeting for the same time duration.
- 1.4.2 - Conduct a kick-off meeting at the District’s office. At District’s discretion and approval, Consultant may conduct a conference call in lieu of a meeting;
- 1.4.3 - Attend up to 10 additional 2-hour meetings at the District offices or Project site, including discussions and resolution of key Project issues.

Deliverables

1. Monthly meeting or conference call agendas, meeting summary notes, and action item lists;
2. Kick-off meeting agenda, meeting minutes, and action item list;
3. Meeting agendas, meeting minutes, and action item lists for 10 additional 2-hour meetings.

Task 1.5 – Construction Management Plan

Consultant will:

- 1.5.1 - Define an approach to effectively manage and administer the construction contract;
- 1.5.2 - Develop a Construction Management Plan (CMP) that includes guidelines, procedures and policies for effective management of the construction of the Project. The CMP, guidelines and procedures should be in conformance with the construction contract provisions, environmental regulatory responsibilities, and all applicable laws, regulations, policies, guidelines, and orders governing construction of the Project;
- 1.5.3 - The CMP shall include, but not be limited by, the following components:
 - a. Construction management organization, structure, and positions, including interfacing with District and District's in-house or consultant Designer;
 - b. Preconstruction;
 - c. Construction management, including, but not be limited to, communications, document control, progress meetings, schedule reviews, change management, contractor invoicing, quality assurance and quality control (QA/QC), submittal process, and Request for Information (RFI) process, record document;
 - d. Inspections and special provisions compliance;
 - e. Safety management;
 - f. Training, testing, and start-up;
 - g. Public Outreach and Neighborhood communications;
 - h. Partnering and dispute management;
 - i. Acceptance and close-out
- 1.5.3 - Solicit and incorporate District's comments on the CMP;
- 1.5.4 - Amend and update the CMP during the Project as required to incorporate changes or refinements in scope, schedule, or deliverables;

Deliverables

1. Construction Management Plan

TASK 2 – PRECONSTRUCTION SERVICES

Task 2.1 – Construction Contract Documents Review

Consultant will:

- 2.1.1 - Familiarize itself with the site and the contract documents, and perform an independent constructability review to evaluate claim risks, identify challenging areas of the work, and identify opportunities for improvements.
- 2.1.2 - At a minimum, consider the following elements as part of the constructability review:
 - a. Construction schedule, sequencing, phase transition, and milestones;
 - b. Contractor staging and work areas;
 - c. Long lead time equipment;
 - d. Utility interferences;

- e. Contractor skills and labor force requirements;
 - f. Transportation and traffic;
 - g. Labor availability, strike issues, project labor agreements, and other labor issues;
 - h. Coordination requirements and compatibility with equipment pre-purchase documents;
 - i. All required provisions in Project environmental permits;
 - j. Channel water control and winter shutdown requirements;
 - k. Potential for endangered species and migratory bird caused delays;
 - l. Other potential high-risk provisions
- 2.1.3 - Provide experts drawn from the prime and sub-contract firms to assist with the constructability reviews;
 - 2.1.4 - Facilitate the constructability reviews with the Consultant-provided experts, District, and District's Designer;
 - 2.1.5 - Review and provide comments on the Construction Risk Management Plan Updates prepared by District's Designer.

Deliverables

- 1. Draft and final constructability review reports;
- 2. Comments on Construction Risk Management Plan Updates.

Task 2.2 – Bidding Assistance

Consultant will assist the District to:

- 2.2.1 - Review bidders' technical qualification as part of the bidder pre-qualification process;
- 2.2.2 - Attend and lead pre-bid meetings, present project information, and prepare meeting minutes;
- 2.2.3 - Facilitate and coordinate site tours, and record meeting notes;
- 2.2.4 - Review bids, check contractor references, and prepare bid analyses;
- 2.2.5 - Prepare draft Notice to Proceed.

Deliverables

- 1. Pre-qualification recommendations;
- 2. Pre-bid and site tours meeting minutes and notes;
- 3. Bid analysis and recommendations;
- 4. Draft Notice to Proceed.

Task 2.3 – Pre-Construction Surveys and Staking

Consultant will:

- 2.3.1 - Conduct a pre-construction survey of structures likely to be affected by construction;
- 2.3.2 - Document existing condition of structures using photos, video and notes, as required by contract specifications, summarize in a report, and submit to the District.
- 2.3.3 - Perform the staking of the right of entry and project bounds

Deliverables

- 1. Summary report;
- 2. Preconstruction photos, videos, notes.

Task 2.4 – Pre-Construction Conferences

Consultant will:

- 2.4.1 - Organize and conduct pre-construction conferences with the District, District's Designer, Contractor, and applicable federal, state, and local agents;

- 2.4.2. - Develop agenda to discuss project requirements, constraints, and construction procedures;
- 2.4.3. - Record draft and final meeting minutes and distribute minutes to attendees.

Deliverables

- 1. Pre-construction meeting agenda;
- 2. Pre-construction meeting minutes.

TASK 3 – CONSTRUCTION MANAGEMENT

Task 3.1 – Communications

Consultant will:

- 3.1.1 - Provide effective, efficient, and coordinated communications among all the participants in the Project by funneling all communications through the Consultant at the job site. Participants include, but are not limited to, Contractor, District, District's Designer, and the Collaborative members.
- 3.1.2 - Provide effective, efficient, and coordinated communications and project planning among the ongoing independent projects proximate to the Project area which include, but are not limited to, projects led by West Bay Sanitary District, City of Menlo Park, U.S Fish and Wildlife Service.
- 3.1.3 - Serve as the focal point for coordination between the Contractor, the District, District's Designer, and other parties, and receive Contractor correspondence and prepare and transmit responses;

Task 3.2 – Document Control And Internet-Based Communication System

Consultant will:

- 3.2.1 - Maintain complete, current files on all project-related records including correspondence, construction and public outreach photographs, public outreach tracking inquiries, job files, submittals, shop drawings, requests for information, contract document clarification, potential change order documentation, directed change order documentation, change order documentation, claims, nonconformance reports, stop-work notices, daily inspection diaries, weekly inspection summary reports, field memos, claims management files, warranty/guarantee files, as-built drawings and specs, shop drawings, training plans, qualification records, material test reports, project payment estimates and records, certified payrolls, manpower utilization reports, insurance, bonds, status reports and meeting minutes. Makes these files readily available both in hard copy and electronic format immediately upon District request.
- 3.2.2 - Establish a secured on-site document management system for the timely logging, filing, and tracking of project-related correspondence to assure timely responses, and to enable efficient retrieval and establish the chronology of event;
- 3.2.3 - Develop and maintain a secured and internet-based communication system which can be asked to share information among team members and track project communication by date, subject, and status and contract specification number;
- 3.2.4 - Allow the use of the internet-based communication system to connect the project controls system to the job site, central project personnel, and District managers;
- 3.2.5 - Provide, as part of the secured internet-based communication system, two levels of access as follows:
 - a. Level 1 - accessible to Contractor, Consultant, District, and District's Designer (read only and transmit): information such as issued change orders, responded requests for information, signed correspondences transmitted between

- Consultant and Contractor, returned submittals, and certain project related information as deemed appropriate by District and Consultant;
- b. Level 2 - accessible only to District and Consultant: information accessible under Level 1, plus all project related information as deemed appropriate by District and Consultant;
- 3.2.6 - Provide copies of all job-related correspondence to District and District's Designer, as required.

Deliverables

1. Computerized document management system including protocols and instructions to explain use of the system.
2. Secured internet-based communication system and website.

Task 3.3 – Contract Compliance Verification

Consultant will:

- 3.3.1 - Verify Contractor obtained permits, licenses, insurance, bonds, warranties, and guarantees in accordance with the contract requirements.
- 3.3.2 – Manage the review and approval of required plan submittals by the Contractor, which include, but are not limited to, the Storm Water Pollution Prevention Plan, Waste Management Plan Report, Traffic Control Plan, and Operations Plan;
- 3.3.3 - Monitor and verify that all documentation required from Contractor is received in a timely manner and that contract files are complete;
- 3.3.4 - Review and check-off contract provisions and requirements.

Deliverables

1. Verification records of construction contractor's documentation.

Task 3.4 – Progress and coordination meetings

Consultant will:

- 3.4.1 - Organize and conduct regular weekly Progress Meetings with Contractor, District and other participants as necessary to discuss construction progress and planned work, submittals, RFIs, potential change orders;
- 3.4.2 - Organize and conduct all periodic and special meetings to resolve issues with Contractor, utilities (e.g. PG&E), regulators and local agencies having jurisdiction (County of San Mateo, local municipalities, Department of Health Services, fire department, Bay Area Air Quality Management, etc.), District's operators, and any others as necessary;
- 3.4.2 - Identify construction, safety, compliance, schedule and/or cost, coordination and potential dispute issues and assign responsibility for resolution;
- 3.4.3 - Prepare agendas, and produce meeting minutes with a summary of meeting discussion, action items and decision logs.

Deliverables

1. Meeting agenda, minutes, action item log, decision log

Task 3.5 – Schedule Monitoring

Consultant will:

- 3.5.1 - Review construction baseline schedule and monthly updates for conformance with contract requirements with regards to activity sequencing, logic, milestones, constraints, etc;
- 3.5.2. - Review monthly construction schedule updates and evaluate progress and associated effects on project cost;

- 3.5.3. - Monitor and verify actual start and finish dates;
- 3.5.4 - Verify individual activity duration and sequencing through comparisons with daily inspector's reports;
- 3.5.5 - Identify critical and sub-critical activities, including delivery of third party's material and equipment, and review Contractor's plan to avoid or mitigate delays to these activities;
- 3.5.6 - Review activities that interface or tie-in within the same construction contract, or with other construction contracts or District activities to ensure adequate preparation for the coordination of these interfaces or tie-ins;
- 3.5.7 - Anticipate and respond effectively to delays.

Deliverables

- 1. Update master schedule reflecting contractor's updates;
- 2. Response letter to contractor with submittal comments, as required.

Task 3.6 – Change Management (Contract Document Clarification, Change Orders)

Consultant will:

- 3.6.1 - Develop a Change Management Process to manage and control changes to the construction contract, including claims;
- 3.6.2 - Manage timely processing of construction documents in accordance with the construction contract documents;
- 3.6.3 - Work with Contractor to mitigate field conditions that could result in added work or contract delays;
- 3.6.4 - Institute a screening process for change requests initiated by District; District's Designer, or Contractor;
- 3.6.5 - Initiate appropriate negotiation, approval, payment, and documentation of changes;
- 3.6.6 - Administer the changes as follows:
 - a. Review District's Contract Document Clarifications (CDC's) as applicable, provide technical input, and provide comments related to conformance of the CDC's with the original design concept, the drawings, and the specifications;
 - b. Evaluate the contractual basis of the CDCs, and determine, in consultation with District and District's Designer, if a CDC is potential change order work;
 - c. Issue CDC's, or Potential Change Orders (PCOs) as appropriate;
 - d. If PCOs are issued, request Contractor to prepare a proposal to perform the PCO work;
 - e. Prepare and reconcile with District and/or District's Designer, the Consultant's independent cost estimate and schedule analysis for PCO work;
 - f. Contrast Contractor's proposal with the reconciled independent cost estimate and schedule analysis;
 - g. Negotiate with Contractor the cost and any time extensions associated with the PCO work;
 - h. Prepare a change order package for approval and execution by District and Contractor documenting the reason for the change order, the contractual basis meriting the change order, and the agreed cost and time modifications;
 - i. Issue Directed Change Order to Contractor for the purpose of unilaterally modifying the construction contract if:
 - 1. Contractor fails to submit a proposal for PCO work within the time specified, or
 - 2. When District and Contractor cannot agree on the terms and conditions of PCO work;
 - j. Negotiate with Contractor mutually acceptable terms and conditions of a Change Order to replace a Directed Change Order, if deemed appropriate by District;

Deliverables

1. CDC log (include in weekly progress meeting documentation)
2. Change Order log identifying PCO's, CO's and Directed CO's (include in weekly progress meeting documentation)
3. Change Order records

Task 3.7 – Contractor Invoices And Payment Recommendations

Consultant will:

- 3.7.1 - Review the Contractor's initial cost breakdown (Schedule of Values) for reasonableness and ease of monitoring;
- 3.7.2 - Provide an independent assessment of progress, quantities of materials placed and equipment delivered and installed based upon acceptability of work;
- 3.7.3 - Review requests for payment with Contractor for compliance with contract requirements and verify that payment requested comprises payment due based on work completed as related to the schedule of values, and materials and equipment furnished but not incorporated into the Work;
- 3.7.4 - Prepare payment recommendations, and submit Contractor's invoices with payment recommendations to the District;
- 3.7.5 - Provide contract compliance support which includes checking certified payrolls, monitoring SBE performance, and monitoring contractor's certificates of insurance;
- 3.7.6 - Prepare monthly progress payments. The payment application review period will comply with review period requirements established in the Construction Contract;
- 3.7.7 - Prepare monthly cost reports showing total-to-date payments for each item on the schedule of values, change orders, etc., and effect on the project budget.

Deliverables

1. Monthly Contractor's invoices as revised and recommended by Consultant;
2. Response letter to District with recommendations;
3. Verification of payment records.

Task 3.8 – Quality Assurance / Quality Control Program (QA/QC Program)

Consultant will:

- 3.8.1 - Develop, coordinate, manage, and implement a QA/QC Program that includes policies and specific inspection procedures, to ensure construction is performed according to the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations;
- 3.8.2 - Establish the Field Quality Assurance Program, including development of a Field Quality Assurance Manual (FQAM), to provide procedures and guidelines to enforce Contractor's QA/QC activities, and to ensure construction is performed according the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations;
- 3.8.3 - Provide as part of the Field Quality Assurance Program the procedures and guidelines for, but not be limited to, the following activities:
 - a. Review and approval of Contractor's QA/QC Plan
 - b. Field design change control;
 - c. Monitoring of special processes;
 - d. Material control;
 - e. Inspection and test control;
 - f. Verification and calibration of measuring and test equipment;
 - g. Quality assurance records;

- h. Control of deficiencies;
 - i. Control of nonconformance;
 - j. Intermediate and final surveys.
- 3.8.3 - Establish the Field Quality Control Program, including development of a Field Quality Control Manual, to describe the methods for conducting and verifying the construction is performed according the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations;
- 3.8.2 - Provide as part of the Field Quality Control Program the methods for inspection and verification for, but not be limited to, the following activities:
- a. Inspection of civil work, including excavation and backfill, pile driving, concrete construction, paving;
 - b. Inspection of structural work;
 - c. Mechanical equipment inspection;
 - d. Plumbing, HVAC and Fire Protection inspections;
 - e. Electrical inspection and testing;
 - f. Field welding and inspection;
 - g. Hydrostatic and pneumatic testing;
 - h. Instrumentation and control inspection and testing.
- 3.8.3 - Provide for and coordinate QA/QC verification testing by specialty firms or sub-consultants provided by Consultant.

Deliverables

- 1. QA Verification Test Reports
- 2. QA Verification Non-Conformance Reports

Task 3.9 – Submittal Process

Consultant will:

- 3.9.1 - Receive, log and distribute for review, and monitor the submittals to achieve timely return to Contractor;
- 3.9.2 - Prepare the submittal tracking log in accordance with District standards;
- 3.9.3 - Maintain a computerized submittal base showing submittal number, description, date received, dates forwarded to and returned from District, date returned to Contractor and approval status;
- 3.9.4 - Develop a tracking procedure to enable follow-up on the status of materials and equipment through the entire duration of the Project;
- 3.9.5 - Develop lists and monitor status of manufacturer’s certificates, services, spare parts and manuals;
- 3.9.6 - Receive, log and file manufacturer’s certificates;
- 3.9.7 - Receive, log, and turn over spare parts to District;
- 3.9.8 - Receive, log and distribute manufacturer’s O & M manuals for review and acceptance.

Deliverables

- 1. Submittal log (include in weekly progress meeting documentation);
- 2. Submittal records;
- 3. Logs of manufacturer’s certificates, spare parts, and O&M manuals.

Task 3.10 – Request For Information (RFI) Process

Consultant will:

- 3.10.1 - Receive, log and distribute for review, and monitor the RFIs to achieve timely return to Contractor;

- 3.10.2 - Prepare the RFI tracking log in accordance with District standards;
- 3.10.3 - Develop and maintain a computerized RFI database showing RFI number, general description, date received, responsible party or parties, dates forwarded to and returned from party or parties, date returned to Contractor, and disposition status;
- 3.10.3 - In the case an RFI requests for change, or a response to an RFI results in change, provide input based on the contractual merit of the request or response;
- 3.10.4 - Monitor status of responses for compliance with agreed or contract specified turn-around times.

Deliverables

- 1. RFI log (include in weekly progress meeting documentation)
- 2. RFI records

Task 3.11 – Record Documents

Consultant will:

- 3.11.1 - Maintain a record set of plans and specifications with any changes as a result of RFI's, Potential Change Orders, Directed Change Orders, Change Orders or field memo.
- 3.11.2 - Verify monthly the accuracy and completeness of the Contractor's records against the control set of plans and specifications.

Deliverables

- 1. Record set of plans and specifications

TASK 4 – INSPECTIONS, SPECIAL, AND SPECIALTY INSPECTIONS

Task 4.1 – Inspections

Consultant will:

- 4.1.1 - Provide sufficient qualified, experienced inspection staff to monitor all major work activities associated with work performed on all shifts and days worked by Contractor;
- 4.1.2 - Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with contract requirements;
- 4.1.3 - Monitor Contractor's look-ahead schedule and confer with Contractor to ensure that qualified personnel including specialty inspectors are scheduled on an as-needed basis to inspect and monitor quality control for all major work activities;
- 4.1.4 - Inspect completed work for contract compliance and generate appropriate punch lists;
- 4.1.5 - Prepare Daily Inspection Reports detailing weather conditions, status of work, the location and type of work performed by Contractor, any site visits by the public or outside agencies, any decisions reached, problems encountered, general and specific observations, and all other pertinent information relative to the performance of the Project. Include photos, and any corrective actions to be taken by Contractor.
- 4.1.6 - Confirm compliance with the contract documents
- 4.1.7 - For each work activity, document the number and classification of craft labor, supervision, equipment (including idle equipment), and materials used;
- 4.1.8 - Note material and equipment deliveries or off-hauls, any non-adherence to safety procedures along with corrective action taken, delays—including cause of delay,

- equipment breakdowns or other field problems, visitors, and other pertinent observations. Augment reports with sketches and digital photographs;
- 4.1.9 - Maintain a chronological photographic record of construction;
 - 4.1.10 - Perform monthly checks of line and grade for structures to verify in-progress and as-built coordinates;
 - 4.1.11 - Verify baseline survey points prior to and after construction;
 - 4.1.12 - Verify progress of work for payment purposes and ensure that Contractor's progress payment request reflects the submitted schedule of values and the work actually performed;
 - 4.1.13 - Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.

Deliverables

1. Maintain Daily Inspection Reports;
2. Maintain weekly inspection summary reports;
3. Photographic records (in both digital and printed forms).

Task 4.2 – Special And Specialty Inspections

Consultant will:

- 4.2.1 - Provide and conduct special inspections in accordance with the requirements set forth in the Project's specifications and permits;
- 4.2.2 - Provide, as a minimum, special inspections for the following work:
 - a. Structural steel inspections and verification, including special provisions for seismic resistance;
 - b. Concrete inspections and verification, including special provisions for seismic resistance;
 - c. Inspection for wind resistance;
 - d. Foundation soil inspections and verification;
- 4.2.3 - Provide specialty inspections for the following work disciplines: architectural, structural, mechanical, plumbing, HVAC, Fire Protection, electrical, and process and instrumentation as required by the Project.

Task 4.3 – Special Provisions Compliance

Consultant will:

- 4.3.1 - Monitor Contractor's compliance with all permits and mandates, including mitigation commitments, wildlife protection, and environmental permits, discharge permits, and erosion and sedimentation control requirements;
- 4.3.2 - Monitor Contractor's noise, vibration, traffic, and odor control mitigation plans for contract requirements;
- 4.3.3 - Provide written notification to Contractor and District with a compliance concern;
- 4.3.4 - Provide immediate notification to Contractor and District of non compliance with specifications and permits.
- 4.3.5 – Facilitate the hiring of a biological monitor, ensuring conformance to permitting conditions

Deliverables

1. Maintain compliance records with Daily Inspection Reports;
2. Maintain records on correspondence to Contractor on compliance issues.

TASK 5 – SAFETY MANAGEMENT

Consultant will:

- 5.1 - Review, monitor and adhere to Contractor's safety program and work activities for compliance with contract specifications and safety regulations such as Cal/OSHA;
- 5.2 - Implement safety oversight activities as identified in Consultant's CMP.
- 5.3 - Ensure that Consultant's own field employees are trained in accordance with the applicable Cal/OSHA regulations.
- 5.4 - Ensure that Consultant's employees when first engaged in the job be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the job site. This includes the Consultant's own sub-consultants and others providing services including District staff and District's Designer who may frequently or occasionally visit the site to conduct business related to the Project.
- 5.5 - Maintain records of training on file.
- 5.6 - At all times comply with all safety rules and regulations put in place by the District and any local, state or federal agency.

Deliverables

- 1. Submittal comments on Contractor's Safety Program
- 2. Consultant's safety oversight records

TASK 6 – TRAINING, TESTING, START-UP, AND COMMISSIONING

Task 6.1 – Training

Consultant will:

- 6.1.1 - Facilitate and coordinate operators training with Contractor, manufacturers/suppliers, District's staff, and District's Designer as appropriate;
- 6.1.2 - Ensure that all persons responsible for preparing, amending and implementing all environmental regulatory compliance practices be appropriately trained in accordance with the requirements of the contract documents which will include, but not be limited by, the following:
 - a. Sensitive or protected species
 - b. Permit requirements
 - c. Site-specific water quality issues
- 6.1.3 - Review Contractor's training schedules and training plans;
- 6.1.4 - Coordinate and provide all logistics for the training;

Deliverables

- 1. Start-up and Commissioning Plans;

TASK 7 – STAKEHOLDER ENGAGEMENT

Consultant will:

- 7.1 - Assist in the District's community outreach efforts in maintaining positive relationships with the neighborhoods surrounding the jobsite, and effectively speak to the issues related to the impacts of construction;
- 7.2 - Assign a contact person to assist the District in providing information for public interface to quickly address any complaints and answer any questions that may arise;
- 7.3 - Provide construction status, schedule updates and relevant technical information as required by the District;

- 7.4 - Monitor sensitive neighborhood issues, including but not limited to, noise, dust, vibration, contractor's working hours, truck traffic, contractor deliveries, and off haul of debris.
- 7.5 - Assist in the District's engagement with local government and regulatory agencies to keep them informed of the progress of the Project. Meet with them as required.

Deliverables

- 1. Construction status, schedule updates, and relevant technical information;
- 2. Outreach materials such as graphic images, flyers, door hangers, or bill-stuffers;

TASK 8 – PARTNERING, AND CLAIMS AND DISPUTES MANAGEMENT

Task 8.1 – Claims And Disputes Management

If disputes or claims arise during the course of the construction contract, Consultant shall provide written documentation and support for the District. Consultant shall provide recommendation on the validity of disputes or claims and shall support the District in challenging the claims if deemed appropriate. The Consultant shall make themselves available to provide testimony, written dialog of events, and summary of notes and first hand experience. The process of resolving claims and disputes will follow all relevant state and local guidelines, and accepted methods. Additional language speaking to these responsibilities may be included in the final contract documents.

TASK 9 – ACCEPTANCE AND CLOSE-OUT

Task 9.1 – Acceptance And Contract Close-Out

Consultant will:

- 9.1.1 - Manage punch list process;
- 9.1.2 - Coordinate the efforts of District's Designer, District, Permit Authorities to develop a list of deficiencies (punch list);
- 9.1.3 - Coordinate with Contractor and other parties to correct the deficiencies;
- 9.1.4 - Conduct an inspection of the entire jobsite, and review all documents to determine if all construction efforts are in compliance;
- 9.1.5 - Coordinate closure, completeness, and delivery of all RFIs, submittals, O&M documents, warranties, spare parts, training and testing activities, record documents, as-built drawings, construction photographs, warranties, guarantees, maintenance bonds, non-conformance reports;
- 9.1.6 - Provide District with complete documentation required for final acceptance and closeout of the construction contract;
- 9.1.7 - Coordinate warranty services with Contractor and the District through final completion and acceptance of the Project.
- 9.1.8 - Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.

Deliverables

- 1. Documentation (electronic and paper) required for final acceptance and closeout of the construction contract, including one (1) digital copy and two (2) printed copies of all construction photographs organized by major facility and by construction timeline.

TASK 10 – SUPPLEMENTAL SERVICES

The District may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Service, the Consultant must obtain written authorization in the form of a Task Order approved by the District's Chief Executive Officer. Written authorization will state the agreed upon scope of the services requested, the classifications of staff performing the Supplemental Services, associated not-to-exceed fees, and schedule. Under no circumstances shall Consultant start work on Supplemental Services without a signed Task order and specific Notice-to-Proceed from the District Project Manager.