



Building A Better Long Beach

March 15, 2010

REDEVELOPMENT AGENCY BOARD MEMBERS

City of Long Beach
California

RECOMMENDATION:

Approve and authorize the Executive Director to enter into a contract with CBM Consulting, Inc. in the amount of \$554,151 to provide construction management services for Fire Station 12 and Emergency Resource Center in the North Long Beach Redevelopment Project Area. (North – District 9)

DISCUSSION

Redevelopment Agency (Agency) staff has been working cooperatively with the Fire Department (Fire) and the Department of Public Works (Public Works) during the past 18 months to finalize design and plans and specifications for the new Fire Station 12 and Emergency Resource Center. The facilities will be located at 1199 East Artesia Boulevard and will be built on a 1.2-acre, Agency-owned site in the North Long Beach Redevelopment Project Area (Exhibit A – Site Map).

Since 2003, Public Works has retained the firm of CBM Consulting, Inc. (CBM) to provide construction management services for several Public Works projects in the City of Long Beach (City). In December 2008, the Agency retained the services of CBM specifically to work closely with Agency staff and the project design team during the design development stage for Fire Station 12. This was to ensure that the facilities' design goals were met and to review the final plans, construction drawings and construction bid package.

The Agency now proposes to enter into an agreement with CBM Consulting, Inc. to provide construction management services for Fire Station 12 and Emergency Resource Center and continue to utilize the expertise of CBM staff who are intimately familiar with the technical aspects of this project. Given the size, complexity and duration of this project, City staff cannot be utilized to provide the required construction management services. The proposed services by CBM will increase financial and logistic efficiencies as set forth in the attached scope of work (Exhibit B – Scope of Work). The proposed contract amount of \$554,151 includes a 15 percent contingency clause to cover any additional work that may be necessary during the course of construction (Exhibit C – Schedule of Fees). In the event that additional work is

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necessary, the contract will provide that the Executive Director may authorize change orders not to exceed the 15 percent contingency. Although not anticipated, any contract change orders that would exceed the 15 percent contingency will be brought before the Agency for further consideration.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,

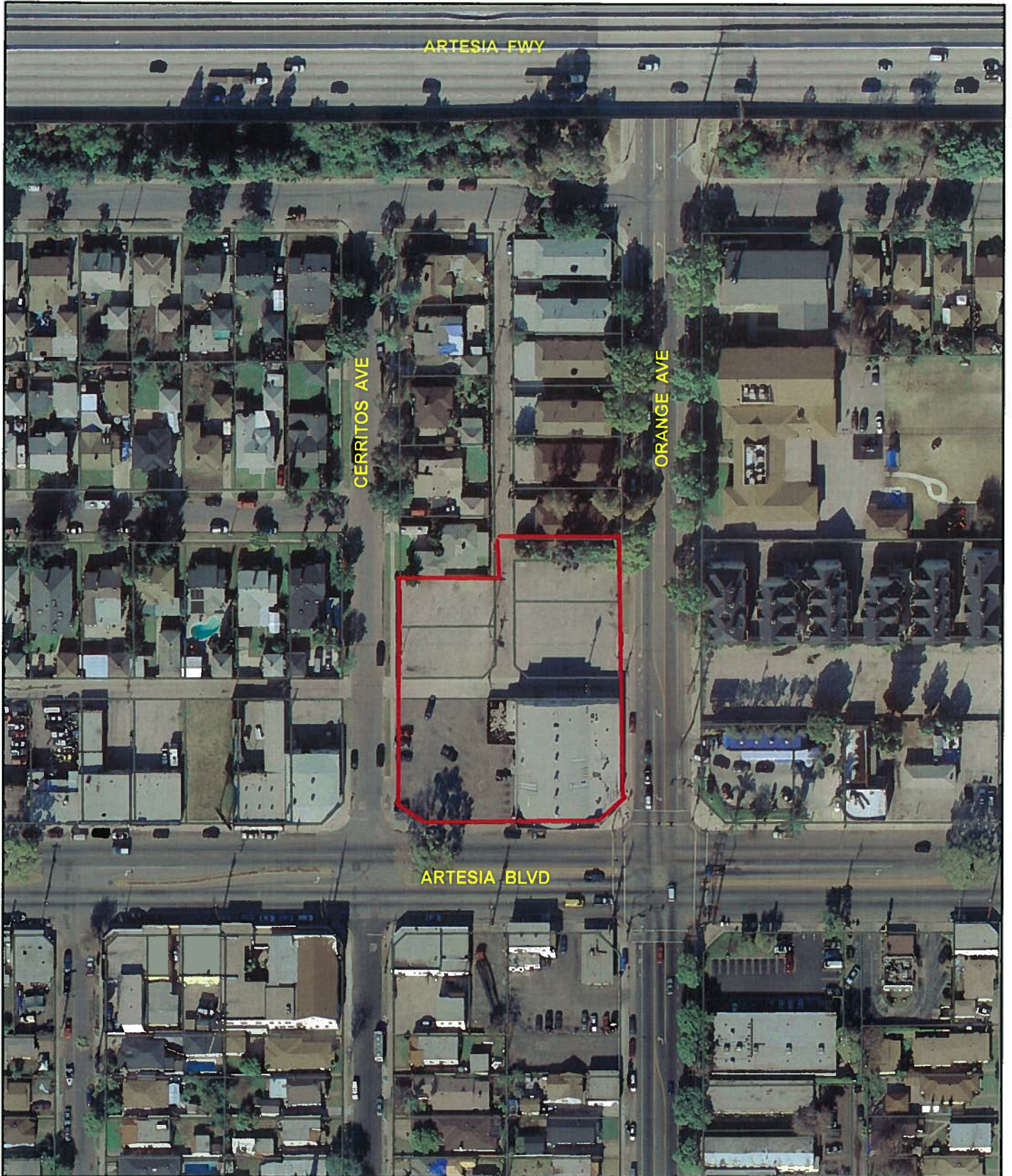


AMY J. BODEK
EXECUTIVE DIRECTOR

AJB:TF:eld

Attachments: Exhibit A – Site Map
Exhibit B – Scope of Work
Exhibit C – Schedule of Fees

City of Long Beach
Redevelopment Agency
Fire Station No. 12 Development Site





Long Beach Redevelopment Agency

**Scope of Work for
Construction Management Services for the
Long Beach Fire Station No. 12**

Summary of Project

The Work includes:

1. Construction of a new three-bay fire station of approximately 12,511 sq. ft.; a separate, three-bay emergency resource center of approximately 5,183 sq. ft. to accommodate miscellaneous equipment and wireless communication equipment; parking canopies; a 100-foot wireless communications tower; and related site improvements as indicated on the Drawings.
2. The fire station and emergency resource building is designed to meet State of California Essential Service Standards and will serve as a fully functioning fire station. Work shall include mechanical HVAC, plumbing, electrical, and the required communication and alerting systems (WestNet). The fire station shall include an automatic fire sprinkler system and emergency electrical generator.
3. The site of approximately 1.23 acres shall be fully developed including concrete paving, landscaping, lighting, and other site improvements, and shall utilize certain utilities previously brought to the site as well as connections to utilities in the street. Site walls shall be of concrete masonry units with metal infill panels, and metal-framed gates with metal infill panels.
4. The project shall meet or exceed the LEED-NC v2.2 Gold Certification Standard as established by the USGBC (United States Green Building Council).
 - a. Contractor is responsible for the LEED documentation required to verify and obtain the LEED Gold Certification.
5. The project shall include the construction of adjacent off-site improvements including undergrounding of overhead utilities, relocation of sewer main line, curb, gutter, sidewalk, asphalt roadway, traffic signal interfacing, and other associated improvements.

Scope of Services

1) Assistance in the management of other consultants

The Public Works Department will administer other consultant contracts and invoices (design consultant, special inspection & testing consultant). CBM will coordinate with said other consultants as needed to facilitate the project's needs.



2) Pre-construction Meeting (Pre-Construction Phase):

CBM will coordinate and conduct the Pre-Construction Meeting including notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.

The agenda and minutes will include the following items, at a minimum:

- Introductions of key personnel
- City responsibilities
- Safety
- Project Overview
- Confirmation of fully-executed Contract Documents and Notice to Proceed
- Establishment of Contract Time and Completion Date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified
- Chain of communication & key contacts
- Public Relations
- LEED NC v2.2 Gold Certification goals.
- The scope will be discussed and clearly defined
- Critical design elements, schedule and cost factors will be discussed
- Experience and key roles in the project will be discussed
- Past project experiences will be discussed to identify potential pitfalls
- Jurisdictional agencies and the Contractor
- Discussion of Master Schedule
- Sub-contracts
- Integration of utility coordination activities into schedule
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements & controls
- Submittal and RFI Process
- Identify long lead and any substitution and or-equal items
- Inspection & Testing – review call-out requirements and deputy/special & testing requirements
- Review survey for consistency with the design
- Progress payment procedures
- Labor compliance
- Rights-of-way
- Easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

CBM considers the pre-construction meeting as progress meeting #1. All items discussed are designated as "open" or "closed". All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Each progress meeting is clearly minuted and distributed to all attendees and affected coordination parties. CBM will also



conduct all site meetings. Pre-construction meeting and site meeting minutes will be distributed via fax and / or email to meeting participants and to courtesy recipients identified by the City.

3) Daily and periodic progress reports of construction activities

Observation reports in CBM's standard format will be compiled to document the daily on site activities. Periodic progress reports (monthly or less frequent as necessary) will be compiled upon request and may include the following information:

- ✓ Report of significant events and accomplished goals
- ✓ Description of progress with photos to enhance the descriptions
- ✓ Comparison of Actual vs. Planned Progress, in narrative form and bar graph form
- ✓ The latest detailed Look Ahead Schedule submitted by the Contractor and reviewed by CBM
- ✓ Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- ✓ Update of short and long term goals for the project
- ✓ A comparison of Actual vs. Planned budget expenditures
- ✓ Summary of potential and approved changes
- ✓ Report of progress payments made to date and invoices in process
- ✓ Labor Compliance Reports for Contractor and Subcontractor employees (if required), including interviewing site personnel as required.
- ✓ A QA/QC section prepared by the Inspection Team addressing testing and regulatory compliance issues
- ✓ Analysis and recommendations for change order impacts or potential problems on schedule and budget

4) Coordination of quality assurance program

The CM will implement the QA/QC program based upon the requirements set forth in the plans and specifications and industry standards as follows:

- Maintain and provide daily observation reports containing records of weather, contractor's work on site, number of workers, work accomplishments, problems encountered and other similar relevant data.
- Coordinate City, Architect and Outside Agencies.
- Document conditions for records and City review and response

The CM will set up inspections and testing, meetings or other activities as necessary to make sure those QA/QC procedures are followed and deficiencies are resolved and documented in a timely and efficient manner.

CBM will provide construction observation services to monitor the contractor's compliance with the plans, specifications, safety requirements, and QA/QC requirements.

5) Utility and agency coordination

CBM will assist the Construction Contractor(s) with coordination and resolution of technical issues regarding utilities if necessary.



6) Prepare agenda and minutes for the progress and supplemental coordination meetings

CBM will schedule, prepare agenda(s), and conduct field meetings.

Periodic Progress Meetings with agencies, design team and inspection staff to discuss all data included in the monthly progress reports and focus on the following items:

- Contractor's detailed 4 week look-ahead schedule
- Progress during the period
- Major decisions made
- Planned vs. actual schedule
- Upcoming work schedule
- Current or unresolved problems
- Anticipated or pending change orders
- Impacts of problems or change orders on schedule and budget
- Discussion of new goals
- Planned vs. actual budget analysis
- Scheduled concurrent with a weekly meeting to save time and cost

Weekly Progress Meetings will be mandatory for the Contractor and inspection staff, and optional or on an as needed basis for Long Beach and design team staff. All parties are always invited to attend. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- Contractor's detailed 4 week look-ahead schedule
- Progress and major decisions during the last week
- Update of unresolved items from previous meetings
- Status of submittals and change orders

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of plans and specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

7) Review the initial Contractor's schedule and revisions, provide comments and recommend corrections and/or approval

CBM will review the Contractor's initial Master Project Schedule and evaluate for the following:

- Accurate start dates, completion dates, other dates detailed in the contract
- Sufficient detail
- Sequence of construction
- Cost loading
- Resource loading

CBM will provide comments and recommendations to the Contractor and assist the Contractor (as needed) until approval of the schedule is made.



8) Analyze and negotiate change orders and make recommendations for claims avoidance as needed

CBM will establish, implement and coordinate systems for processing all contract change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time will generate change notice. CBM will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. CBM will prepare independent cost estimates as required for contract change orders.

Each change notice will then be processed with the appropriate recommendations to the City for concurrence and approval, as required. CBM will negotiate contract change orders with the Contractor and prepare contract change order document for execution by Contractor, and the City. If the City desires, CBM can also assist with the preparation of staff reports in support of change orders.

9) Receive, log and track Requests for Information, process same to the appropriate parties for review and response and transmit responses

CBM will receive review, and process responses to contractor RFIs. Contractors typically utilize the RFI process to initiate changes on construction contracts. CBM will review all RFIs and clearly document that responses are clarification and that no additional cost or time will be considered. Should a response to an RFI appear to potentially impact cost or time, CBM will identify and recommend the most cost and quality effective alternatives to the City and expedite implantation with the Contractor.

10) Assist in coordinating and expediting submittal approvals.

All Submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions. CBM will expedite review and processing of submittals.

11) Administration of LEED NC v2.2 Requirements

CBM will facilitate the administration of procedures and requirements pertaining to the US Green Building Council Leadership in Energy and Environmental Design for New Construction (LEED-NC) Green Building Rating System. This project is using LEED-NC Version 2.2 and is targeting a minimum certification level of LEED-Gold

12) Prepare punch lists and final inspection reports

CBM will perform the final job walk and prepare the punchlist (deficiency list). CBM will coordinate and inspect any and corrections by the contractor. All corrections must be made before CBM will recommend processing of the "Notice of Completion

Upon completion of the punchlist and final sign off by all project stakeholders, CBM will make recommendation to City regarding Contractors final progress payment request and prepare final progress payment report for



submission to City. Should the Contractor lag on a portion of the completion of project work, CBM will estimate the value of the incomplete items and recommend specific retainage in accordance with the contract to preserve the City's interest. If necessary, a change order will be recommended for approval for completion of the remaining work such that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

13) Review Contractor pay requests and coordinate required revisions and/or recommend approval for payment to be processed by the City. Maintain spreadsheet to track contract payments and retention.

A cost control system, based on the Contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor progress costs.

CBM will review the payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application is acceptable and all backup documentation is verified (certified payrolls, lien releases, etc.), CBM will prepare and forward to the City a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. The CBM team is experienced evaluating complex pay applications. It is critical to the City's best interest that payment application review be performed accurately and prudently to maintain the prime and subcontractor incentives to perform on the projects.

14) Documents Control.

CBM will be the primary point of contact for the contract. All documentation will be received, controlled and distributed from the CBM Offices.

15) Photographic Record:

CBM will maintain a daily photographic record of the ongoing construction activities. A photographic report of the main construction activities will be submitted to the City at the end of each work week.

CBM shall prepare a video and photographic report detailing the existing condition of the site prior to the commencement of the construction operation.

16) Safe Conditions:

CBM will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the Contractor in compliance with the contract documents and report such issues and corrective measures taken to the City.

17) SWPPP:

CBM will enforce all provisions of the Storm Water Pollution Prevention Plan (SWPPP). At a minimum SWPPP requirements will be monitored and a specific SWPPP Checklist will be compiled. Any deficiencies noted will be



addressed with the contractor for immediate remedy. Upon a weather report of 40% (or higher) expectancy of rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained.

18) Weekly Statement of Working Days:

CBM will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to Contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

19) Problems and Solutions:

CBM's proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. CBM will quickly implement the alternative, which suits the best interests of the project and the City.

20) Plans, Specs and As-Builts:

At a minimum, CBM will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items and require the Contractor to keep as-built records up to date throughout the project. As a back up CBM will keep its own set of as-built plans which will note the location of subsurface utilities encountered and / or installed, identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers) and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted the City within thirty days of construction completion.

21) Coordination with Residents, Business and Property Owners:

CBM will work with adjacent property owners' and residents' to resolve their concerns, review potential accessibility issues, and ensure installation of traffic control devices per approved traffic control plans. CBM will ensure that adequate notification is given to the residents and business owners prior to the commencement of any operation that may impact on them.

22) Traffic Control:

CBM will monitor the traffic control measures employed by the contractor for compliance with the approved traffic control plans.

23) Recycling of Waste Material:

CBM will monitor the contractor's handling of construction waste material for compliance with the City Recycling Policy.



24) Section 3 HUD:

CBM will attend the prebid Section 3 Meeting and will assist with the implementation of Section 3 requirements for the project.

25) Special Structural Inspection:

CBM's subconsultant Albert Avila, P.E. and Associates will provide special structural inspections as required in the Project Structural Plans. The scope of work includes; visual inspections and reports of construction at the following stages;

- Foundation Reinforcement prior to concrete pour
- Masonry Reinforcement prior to grouting
- Rough framing, trusses, and joists
- Plywood sheathing and nailing
- Structural steel erection
- Metal deck erection

Reference approved structural plans sheet S1.0 by Cornerstone structural engineering group. Note the amount of inspections is not known since it is highly dependent on construction sequence. For the purpose of this proposal, an allowance of \$24,000 has been made for structural inspections. Inspections will be at a rate of \$400/inspection visit and reporting incident.

26) Project Close Out

When the contract is nearing completion the CM will initiate Close Out Procedures. These procedures involve the following tasks:

- Punch List
 - Development of the Initial Punch List
 - Continuous inspection of the punch list work until all items are completed
 - Arrange for final inspection by all agencies and the Design Team
 - Development of a Final Punch List if necessary
- Acceptance of the Work
 - Document acceptance of work by the City of Long Beach Redevelopment Agency, the Public Works Department, and the Fire Department.
- Operations, Maintenance and Warranties
 - CBM will ensure that the contractor submits O & M Manuals for the project. We will review this documentation for completeness and accuracy and assist with the coordination of any training required by City staff in the maintenance of the new facility.
 - CBM will document guarantees, warranties, and all other documentation required by the contract.
 - Transmit to the City of Long Beach all keys, spare parts, additional material, maintenance material, complete CM files, videotaping and photo albums and as-built drawings
- Final CM Report summarizing the following items:
 - Progress report as described above since the last period though date of final acceptance



CBM Consulting, Inc.

Building the Future

Project Management ♦ Construction Management ♦ Civil Engineering

Key Personnel

Construction Manager	Kevin Klaus, P.E.
Office Engineer/Public Works Inspector	Mauricio Zeledon, P.E.
Administration	Barbara Fishel



Fee Estimate

CBM will perform the work specified in the work scope above as shown in the enclosed fee table.

CM Services	Duration		Rate	Extension
Construction Phase	Hours/Week	Weeks		
Construction Manager	20	68	\$ 130	\$ 176,800
Senior Construction Observer	40	68	\$ 90	\$ 244,800
Administration	1	68	\$ 65	\$ 4,420
Special Structural Inspection				\$ 24,000
Reimbursables				\$ 7,500
Sub-Total Construction				\$ 457,520
Close-Out Phase	Hours/Week	Weeks		
Construction Manager	8	10	\$ 130	\$ 10,400
Senior Construction Observer	12	10	\$ 90	\$ 10,800
Administration	1	10	\$ 65	\$ 650
Reimbursables				\$ 2,500
Sub-Total Close-Out				\$ 24,350
TOTAL ESTIMATED				\$ 481,870

If changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond CBM's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

Work Scope Assumptions

- The level of effort and fee estimate detailed above is based on CBM's proposed scope of services delivered over the contract time set forth in the construction bid documents.
- The fee assumes that construction phase services begin and end within the contract completion time.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of CBM's control would require additional effort and fee.
- The fee estimate assumes no onsite facilities, furniture, utilities or equipment are included in the fee.
- Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at \$.50 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, project related safety and recording equipment, subcontractor services and other direct project expenses as requested by the client.

Exclusions

The following exclusions describe situations that we frequently encounter that result in the need for extra work and additional compensation:



- Attendance at additional meetings, except as specifically indicated in the Scope of Services will be considered as additional work and billed accordingly.
- Our fee excludes any costs paid to the City, utility companies, or any other agency for permits or plan checking.
- Soils inspection and testing, deputy and special inspection and testing, and/or QA/control surveying are excluded from the fee proposal. CBM will coordinate these services performed by others unless otherwise desired by the City.