

CITY OF ATASCADERO



CONTRACT FOR

Bernards

for

Construction Management / Project Management Services



CONSULTANT SERVICES AGREEMENT
FOR THE
CITY OF ATASCADERO
Bernards

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and Bernards ("Consultant"). City and Consultant agree as follows:

1. **SCOPE AND STANDARDS:**

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. **EMPLOYMENT STATUS OF PERSONNEL:**

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. **INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than December 31, 2013, unless extended by the mutual agreement of both parties.

4. **COMPENSATION:**

A. **TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.** Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.



5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. **APPROVAL OF STAFF MEMBERS.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. **TERMINATION:**

A. **30 DAYS NOTICE.** The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. **OBLIGATIONS SURVIVE TERMINATION.** Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.



7. **CHANGES:**

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. **PROPERTY OF CITY:**

A. **MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.** It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. **CONSULTANT TO DELIVER CITY PROPERTY.** Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. **CONFLICTS OF INTEREST:**

A. **CONSULTANT** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that 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 City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.



10. **CONFIDENTIAL INFORMATION:**

A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION.** City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONSULTANT PROPERTY.** Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.



12. **COMPLIANCE WITH LAW:**

A. **COMPLIANCE REQUIRED.** Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. **SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. **ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

15. **LIABILITY OF CONSULTANT:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.



16. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. **INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

C. **GENERAL INDEMNIFICATION PROVISIONS.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

D. **INDEMNITY PROVISIONS FOR CONTRACTS RELATED TO CONSTRUCTION.** Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.



17. **INSURANCE:**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit E attached to and part of this agreement.

18. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. **MISCELLANEOUS PROVISIONS:**

A. **ASSIGNMENT OR SUBSTITUTION.** City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.



D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. **AMENDMENTS.** This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION.** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero
City Manager
6907 El Camino Real
Atascadero, CA 93422

Consultant Bernards
Falco DiGiallonardo
618 San Fernando Road
San Fernando, CA 91340

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this _____ day of May, 2010 by the parties as follows.

Approved as to form:

BERNARDS

Counsel for consultant

By: _____
Consultant Representative

Approved as to form:

CITY OF ATASCADERO

By: _____
Brian Pierik, City Attorney

By: _____
Wade G. McKinney, City Manager



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

BERNARDS

Consultant Representative



EXHIBIT A Scope of Work

Consultant will provide all services necessary to complete the following:

PRE-CONSTRUCTION MANAGEMENT SERVICES

1. Develop a Construction Management Plan that will outline the organization and lines of communication for the pre-construction and construction phases of the work.
2. Advise the City of any plan check **and other** review changes and the impact of such changes to the construction budget.
3. Prepare and maintain a detailed project budget during the preconstruction phase and then convert the preconstruction budget into a detailed construction budget broken down by CSI code and **in compliance with regulatory and funding requirements.**
4. Work with the City and Architect of Record to establish the most advantageous and fiscally logical project delivery method to support the needs of the overall project.
5. Prepare a project pre-construction milestone schedule to include but not be limited to: monitoring remaining design tasks, incorporation of City project information, committee meetings, consultant coordination meetings, City review and approvals, estimate reviews and reconciliation, agency reviews and approvals, pre-construction and construction tasks and establishment of project schedule milestones.
6. Constructability Review to include: 1) Review plans a specifications for coordination, 2) Review the coordination of building systems, 3) Identify unclear areas in the contract documents that could result in additional costs to the City during construction, 4) Review documents and suggest methods to reduce the number of Change Orders and Requests for Information during construction, 5) Review the adequacy of systems and the level of quality of specified products, 6) Insure that all City review comments and all approved changes are incorporated into final bid documents, 7) Review and analyze how historic construction meshes with the new construction.
7. Prepare a Site Logistics Plan for the coordination of personnel, on/offsite storage, deliveries and site use.
8. Design and implement a document control system for the Project.
9. **Develop bid packages**
10. **Assist City in pre-qualifying critical contractors for relevant experience.**



EXHIBIT A Scope of Work

11. Assist and advise the City on development and maintenance of appropriate labor compliance records from contractors performing work on the project, as applicable.
12. Maintain contact with potential bidders, including subcontractors and suppliers, on a regular basis through the bid period. Conduct a telephone, electronic and face to face campaign to stimulate and maintain interest in bidding on the project.
13. Assist the City in preparing and placing public notices and advertisements relative to intent to solicit bids on the project.
14. Assist the City in development, processing and advertising of Requests for Proposals (RFP's) for specialty consultants necessary to complete the project including, but not limited to testing agencies, inspection services and environmental health and hazardous material specialists.
15. Review the construction cost estimates and provide analysis of cost and segregate estimates to reflect bid packaging phasing.
16. Manage bid documents by arranging for printing, binding and wrapping, arranging for delivery to bidders, maintaining a complete list of all bidders that receive documents.
17. In conjunction with the City and the Architect, conduct pre-bid conference(s) as a forum for presenting the project to potential bidders, and to respond to bidders' questions.
18. Coordinate all communications related to bidder inquiries, seek resolutions from the appropriate party, and forward such information to the Architect and bidders in a timely manner. Co-operate with the Architect to issue addenda when necessary.
19. Review each addendum during the Bid Phases for time, cost or constructability impact and make appropriate comments and recommendations.
20. Assist the City in evaluating the bids for completeness and full responsiveness, including bid alternates and unit prices. Conduct a pre-award conference with low bidder, and make formal recommendation to the City with regard to the construction contract award.
21. Assist the City in the preparation of staff reports to the City Council for the award of project contracts.



EXHIBIT A Scope of Work

22. Assist the City in settling any disputes arising during bid time.
23. Assist the City in obtaining bonds and insurance certificates from Contractor(s).
24. Assist the City in the determination and preparation of the Contractor's Notice to Proceed.
25. Conduct, in cooperation with the City and the Architect, a pre-construction orientation conference. Record, transcribe and distribute minutes to all parties.
26. Assist the City in the preparation and presentation of a staff report on July 27, 2010 detailing the project budget and project schedule (due July 7, 2010)

COMMUNITY OUTREACH PROGRAM

1. Bernard's Outreach Coordinator will work with the City Staff and local community stakeholders in developing a comprehensive program aimed at developing good community relations, project information distribution, local contractor, vendor and supplier participation and employment opportunities for local individuals seeking work.
2. Bernard's will work with local Builders Exchanges to develop a contact list of all Builders Exchange members interested in working on the project as well as work with the local Blue Book representatives to sort for all local contractors, vendors and suppliers within 30, 60, 90, 120 miles radius of the restoration project.
3. Bernard's will electronically send bid notifications to all contractors, vendors and suppliers in the data base, follow up the bid interest notification with telephone contact and then personally contact interested contractors, vendors or suppliers to solidify their participation in the project.
4. Organize a meet the prime contractor's conference for those firms interested developing a working contractual relationship with successful bidders on the projects various trade packages.
5. Work with local One Stop, EDD, and Workforce Development agencies in identifying qualified trades people interested in finding work and provide a "meet the contractors" job fair opportunity for each bid period scheduled.
6. Develop a project website to be updated with real time information and monthly progress reports to be screened by and attached to the City of Atascadero web site.



EXHIBIT A Scope of Work

7. Develop an online real time camera system to be web based and accessible 24-7 by the community through the City Web site.
8. Assist in the development of a public information **program**.
9. Work with local stakeholders like the Historical Society, **school district** and special events programmers to develop community events in the park designed to provide updates and information and instill community pride.

CONSTRUCTION MANAGEMENT SERVICES

1. Provide on-site Construction Manager and clerical support for the duration of the construction process. Administer the Contractor's contract and observe and report on the progress of the work
2. Maintain all records on site in a systematic format, including but not limited to: correspondence, submittals, Requests for Information, Change Orders, inspection records, daily reports, contractor payment records, claims and other documents that arise during the course of the construction.
3. Coordinate the review of shop drawings, product data, samples and other submittals. Establish and implement procedures for expediting the processing and approval of submittals. Manage the submittal schedule.
4. **Document all related data management and tracking of site/building conditions.**
5. Consultant to maintain a photographic record of the project in a bound and labeled form.
6. Implement a Matrix of Responsibility for "controls" of documents.
7. Consultant to collect and review Contractor's monthly labor reports, when submitted with the monthly pay application, for completeness, and forward to City staff for City to review for labor compliance .
8. Conduct weekly jobsite progress meetings with the Contractors and appropriate personnel to discuss issues relative to the progress of the work. Record, transcribe and distribute minutes to all attendees, the City, the Architect and all other appropriate parties.



EXHIBIT A Scope of Work

9. Conduct weekly Owner's meetings to review all aspects of the project's status with City, Architect/Engineer and regulatory agencies. Consultant to facilitate the meetings and prepare meeting agendas, minutes and actions items.
10. Consultant to set up and prepare for pre-construction and post-construction meetings with utility agencies and the Contractor.
11. Consultant to attend City Council meetings when requested to inform the City Council of construction related issues when requested by the City.
12. Coordinate with the City's Building Inspector and construction testing agency. Insure that all technical inspection reports and submittals for shop and mill tests for materials and equipment, are in a format approved the City and are received on a daily basis. The Consultant will assist the City in providing inspection of the project in accordance with regulatory requirements. Consultant will also assist the City to develop and implement an inspection program to meet the various Codes and regulatory requirements.
13. Consultant to oversee the site for safety issues and concerns, bringing the same to the attention of the Contractor, Architect, Engineer and City in accordance with Cal-OSHA requirements.
14. When notified of any work that is not in conformance with the Contract Documents, the Consultant will inform the Contractor, City and the Architect.
15. In conjunction with the Architect, Building Inspector and the City, the Consultant will review Contractor's recommendations for corrective action for contract compliance and authorize most effective solution.
16. Advise and assist the City in the use of contract provisions necessary to achieve contract compliance.
17. Review the progress of construction, observe work-in-place and properly stored materials on a monthly basis. In cooperation with the Building Inspector and the Architect, review the Contractor's monthly payment request and certify as accurate for the City's use in processing payment to the Contractor.
18. Consultant to insure that, as part of monthly payment request, Contractor's "as-built" documents are up to date and accurate.
19. **Review the contractor's schedule submittals, including Initial Contract Schedule, approved Baseline Contract Schedule, required schedule updates, schedule revisions, short interval schedules, recovery schedules and time extensions.



EXHIBIT A Scope of Work

20. Monitor the work progress against the schedule, advise the City of the status and recommend action when progress is behind schedule.
21. Consultant to monitor the Change Order process by: establishing and implementing a change order tracking and processing system, receiving change order requests from the Contractor, Architect or the City, negotiating cost and time extensions on behalf of the City when appropriate, evaluating costs and time with respect to the benefits to the project and recommend dispositions, preparing Change Order documents for processing to the Architect and the City and monitoring the change order contingency established in the City's project budget.
22. Consultant to monitor the Contractor's offsite handling, transportation and storage of historical building materials.
23. Consultant to receive and evaluate all claims by the Contractor against the City for additional cost or time due to any alleged cause. Obtain factual information concerning the claim and
24. The Consultant will assist the City to resolve disputes arising from construction and funding issues.
25. Consultant to prepare and distribute a Monthly Project Status Report which includes work progress, budget evaluation, schedule report, construction photographs and other pertinent information.
26. Consultant to receive Operation and Maintenance Manuals, warranties and guarantees and extra material stock required in the Contract Documents, receive Contractor's "As-Built" redlined plans and specifications and transmit to Architect for preparation of "Record Drawings and Specifications", assist the City in close-out procedures required in the General Conditions.
27. Consultant, in conjunction with the Architect, and at the conclusion of all corrective and punch list items, make a final comprehensive review of the project and make a report to the City indicating the projects acceptability under the Contract Documents, when to file the Notice of Completion and when to process the Contractor's final payment.
28. Consultant to surrender all project files, prepared for final audit for the funding agency(s) and be prepared to support the payment requests, in detail, as needed and prepare other construction documentation typical for a project of this type. All files will be turned over by the Consultant after the completion of the project.



EXHIBIT A
Scope of Work

29. Consultant to prepare and turn over to City an electronic copy of project files after the completion of the Project. The files will be in a form mutually agreeable to consultant and City.
30. Consultant to create, maintain and update a project-based web site to display meeting notes, plans and other documents during the construction phase of the project. The specification for the web site will be reviewed and approved by the City prior to implementation.

QUALIFICATIONS

1. Document reproduction /delivery costs to be reimbursed by the City.
2. All costs for deputy inspections to be paid directly by the City.

DRAFT



EXHIBIT B
Compensation and Method of Payment

TOTAL COST OF CONTRACT NOT TO EXCEED \$765,443.00
WITHOUT PRIOR WRITTEN AUTHORIZATION

Services will be conducted on a time and material basis, not to exceed the contractual amount of \$765,443.00. Reimbursables will be billed at 100% of actual costs to a maximum amount of \$66,465.00 for the duration of this phase of the contract. The reimbursable allowance of \$66,465.00 is included in the total contract amount of \$765,443.00.

The contractual amount for staff time is separated into the following categories of work:

	Estimated Contract Amount
FEMA Repair	\$ 301,975
FEMA Hazard Mitigation	284,409
City Repair	42,610
FEMA Administration	<u>69,984</u>
TOTAL	\$ 698,978

Billable time will include descriptions of the exact tasks performed by each individual, similar to the method used for attorney invoices. In addition, invoices will be clearly delineated by the categories shown above. Reimbursables and staff time that cross categories will be billed proportionally, based on each category's percentage of the construction contract.

Any additional services authorized by the City of Atascadero, which are not included in the scope of services as defined by this contract, must be approved in the form of a City of Atascadero **Change Order prior to performing** additional work. *Such services will be billed at the same hourly rates as the contract amount.* Payment will be made within 30 days after receipt and approval of invoice.

Payments to the consultant in excess of the contract amount of \$765,443.00 will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

BERNARDS

Consultant Representative



EXHIBIT B
Compensation and Method of Payment

Billable time will be invoiced at the following hourly rates:

Project Executive	\$172.00
Documentation Consultant	150.00
Project Manager	150.00
Construction Manager	110.00
Superintendent I	135.00
Superintendent II	135.00
Clerical	57.00
Historical Consultant	to be determined, but not more than \$150.00

These hourly rates may increase at the rate of 3% per year, or CPI, if Consultant can show that actual costs have increased by that increment.



EXHIBIT B
Compensation and Method of Payment

Atascadero City Hall Renovation

Phase I
Staffing Plan



STAFFING SUMMARY	Phase I										TOTALS
	2010										
			I	2	3	4	5	6			
	M	A	M	J	J	A	S	O	N	D	
Project Executive: Falco DiGiallonardo			64	64	64	64	64	64	64	64	512
Documentation Consultant: Larry Fugal			64	64	64	64	64	64	64	64	512
Project Manager: Dan Huff			162	162	162	162	162	162	162	162	1,296
Construction Manager: Anthony Verdi					162	162	162	162	162	162	972
Superintendent I: Rick Rodriguez				162	162	162	162	162	162	162	1,134
Superintendent II: Delbert Bace											-
Clerical: TBD					162	162	162	162	162	162	972
Community Outreach Director: Gary Lowe			64	64	64	32	32	32	32	32	352
Historical Consultant: TBD					81	81					162
Monthly Totals			354	516	921	889	808	808	808	808	5,912

STAFF COST SUMMARY	Phase I		
	2010		
	Hourly Rate	Hours	2010
Project Executive: Falco DiGiallonardo	\$ 172.00	512	\$ 88,064
Documentation Consultant: Larry Fugal	\$ 150.00	512	\$ 76,800
Project Manager: Dan Huff	\$ 150.00	1,296	\$ 194,400
Construction Manager: Anthony Verdi	\$ 110.00	972	\$ 106,920
Superintendent I: Rick Rodriguez	\$ 135.00	1,134	\$ 153,090
Superintendent II: Delbert Bace	\$ 135.00	-	\$ -
Clerical: TBD	\$ 57.00	972	\$ 55,404
Community Outreach Director: Gary Lowe	\$ -	352	\$ -
Historical Consultant: TBD	\$ 150.00	162	\$ 24,300
Subtotals		5,912	\$ 698,978



EXHIBIT B
Compensation and Method of Payment

Atascadero City Hall Renovation

Phase I

General Conditions



5-Apr-10

Phase I (Abatement & Demolition) 6

Temporary Facilities	PROVIDED BY			BERNARDS COST BREAKDOWN		
	Bernards	City	Contractors	Unit Cost	Qty.	Projected Costs
Temporary CM Field Office (1) 12 X 60 Trailer		X		\$ - /month		\$ -
Temporary Architect/Inspector's Field Office		X		\$ - /month		\$ -
Temporary CM Field office IT Setup	X			\$ 6,500 /lump sum	1	\$ 6,500
Desks, Chairs, Files, Plan Tables, Plan Racks	X			\$ 2,500 /lump sum	1	\$ 2,500
Conference Table and Chairs	X			\$ 500 /lump sum	1	\$ 500
Telephone Service Installation	X			\$ 500 /lump sum	1	\$ 500
Telephone/Land Line (CM only)	X			\$ 450 /month	6	\$ 2,700
Copy Machine, Maintenance (rental)	X			\$ 500 /month	6	\$ 3,000
Software and IT Support (P6, Citrix & Prolog)	X			\$ 1,480 /month	6	\$ 8,880
Office Machine Supplies	X			\$ 300 /month	6	\$ 1,800
Office Drinking Water/Suppliers	X			\$ 125 /month	6	\$ 750
Office Supplies/Postage/Delivery Service	X			\$ 450 /month	6	\$ 2,700
Bid Document Reproduction		X		\$ - /lump sum		\$ -
Schedule, Printing/Plotting Costs	X			\$ 100 /month	6	\$ 600
Temporary Toilets (CM Field Office only)		X		\$ - /month		\$ -
Temporary Toilets for Job Site			X	\$ - /month		\$ -
Temporary Job Sign			X	\$ - /lump sum		\$ -
Bid Advertisement		X		\$ - /lump sum		\$ -
Move-on (start of job only)	X			\$ 1,000 /lump sum	1	\$ 1,000
Website Cameras	X			\$ 1,750 /month	6	\$ 10,500
Move-off (end of job only)	X			\$ 1,000 /lump sum	1	\$ 1,000

Total Temporary Facilities \$ 42,930

Jobsite Security

Security for Site		X		\$ - /lump sum		\$ -
Security Alarm for Jobsite Office/Monitoring	X			\$ 300 /month	6	\$ 1,800
Jobsite Perimeter Barricading		X	X	\$ - /lump sum		\$ -
Temporary Barricades and Fencing			X	\$ - /lump sum		\$ -
Temporary Weatherproofing and Fencing			X	\$ - /lump sum		\$ -

Total Jobsite Security \$ 1,800



EXHIBIT B
Compensation and Method of Payment

Atascadero City Hall Renovation

Phase I

General Conditions



5-Apr-10

Phase I (Abatement & Demolition) 6

	PROVIDED BY			BERNARDS COST BREAKDOWN		
	Bernards	City	Contractors	Unit Cost	Qty.	Projected Costs
Temporary Utilities (CM Field Office only)						
Power Cost - Temporary Installation Field Office only/Light	X			\$ - /lump sum		\$ -
Power Cost - Consumption		X		\$ - /month		\$ -
Water Cost - Temporary Installation		X		\$ - /lump sum		\$ -
Water Cost - Consumption (if needed)		X		\$ - /month		\$ -
Temporary Sewer Hook-up (if needed)		X		\$ - /lump sum		\$ -
Total Temporary Utilities						\$ -
Clean-up						
Emergency Clean-up	X		X	\$ 5,000 /lump sum	1	\$ 5,000
Progressive Clean-up			X	\$ - /lump sum		\$ -
Final Clean-up			X	\$ - /lump sum		\$ -
Dumpsters			X	\$ - /lump sum		\$ -
Total Clean-up						\$ 5,000
Safety and First Aid						
Safety Inspections	X			\$ 720 /each	3	\$ 2,160
Ladders			X	\$ - /lump sum		\$ -
First Aid and Safety			X	\$ - /lump sum		\$ -
Fire Equipment (Fire Extinguishers)	X			\$ 50 /each	15	\$ 750
Hard Hats (CM/District use)	X			\$ 25 /each	15	\$ 375
First Aid Kits in Trailer	X			\$ 350 /each	2	\$ 700
Miscellaneous Safety			X	\$ - /lump sum		\$ -
Total Safety and First Aid						\$ 3,985
Insurance						
Insurance, Professional Liability	X			\$ 8,500 /lump sum	1	\$ 8,500
Insurance, Builder's Risk/All Risk		X		\$ - /lump sum		\$ -
Insurance, General Liability	X			\$ 4,250 /lump sum	1	\$ 4,250
Total Insurance						\$ 12,750
Total Phase I General Conditions						\$ 66,465



EXHIBIT C
Items Provided by City

The City of Atascadero will provide the following:

- 1.

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EXHIBIT D
Location Schedule

The City of Atascadero Historic City Hall is located at 6500 Palma Avenue, Atascadero, California.

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EXHIBIT E Insurance Requirements

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by



EXHIBIT E Insurance Requirements

the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.



1.	SCOPE AND STANDARDS:	1
	A. CONTRACT	1
2.	EMPLOYMENT STATUS OF PERSONNEL:	1
	A. INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT	1
	B. INDEPENDENT INVESTIGATION	2
	C. COMPLIANCE WITH EMPLOYMENT LAWS	2
	D. UNLAWFUL DISCRIMINATION PROHIBITED	2
3.	TIME OF PERFORMANCE:	2
4.	COMPENSATION:	2
	A. TERMS	2
	B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING	2
5.	SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:	3
	A. CONSULTANT SUPERVISES PERSONNEL	3
	B. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS	3
	C. APPROVAL OF STAFF MEMBERS	3
6.	TERMINATION	3
	A. 30 DAYS NOTICE	3
	B. OBLIGATIONS SURVIVE TERMINATION	3
7.	CHANGES:	4
8.	PROPERTY OF CITY:	4
	A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY	4
	B. CONSULTANT TO DELIVER CITY PROPERTY	4
9.	CONFLICTS OF INTEREST:	4
	A. CONSULTANT	4
10.	CONFIDENTIAL INFORMATION:	5
	A. ALL INFORMATION KEPT IN CONFIDENCE	5
	B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE	5
	C. COOPERATION	5
11.	PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:	5
	A. CONSULTANT PROPERTY	5
	B. SPECIAL SUPPLIES	5



12.	COMPLIANCE WITH LAW:.....	6
	A. COMPLIANCE REQUIRED	6
	B. PREVAILING WAGES	6
13.	SUBCONTRACTING:.....	6
14.	ASSIGNABILITY:.....	6
15.	LIABILITY OF CONSULTANT:.....	6
16.	INDEMNIFICATION:	7
	A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY.....	7
	B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY	7
	C. GENERAL INDEMNIFICATION PROVISIONS.	7
	D. INDEMNITY PROVISIONS FOR CONTACTS RELATED TO CONSTRUCTION.....	7
17.	INSURANCE:.....	8
18.	RECORDS:.....	8
19.	MISCELLANEOUS PROVISIONS:	8
	A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT	8
	B. UNAUTHORIZED ALIENS.....	8
	C. GOVERNING LAW.....	8
	D. ASSIGNMENT OR SUBSTITUTION.....	9
	E. ENTIRE CONTRACT.....	9
	F. AMENDMENTS	9
	G. CONSTRUCTION AND INTERPRETATION	9
	H. WAIVER.....	9
	I. SEVERABILITY	9
	J. NOTICES.....	10
	K. AUTHORITY TO EXECUTE.....	10