



NAPA SANITATION DISTRICT

PSOMAS COMPANY - TASK ORDER No. 36
POND LEVEE MAINTENANCE
PROJECT (CIP 20707)

Date: _____

Issued under Professional Services Agreement dated August 6, 2018.

To: Psomas Company

Project Description:

Pond Levee Maintenance Project – Construction Management and Inspection and Testing.

Description of Scope of Services to be performed by Consultant under this Task Order:

See Exhibit 'A' – Scope of Services

Description of Services to be Provided by District: See Exhibit 'A' –Scope of Services

Deliverables: See Exhibit 'A' –Scope of Services

Consultant Project Manager: Justin Seufert, PE

Consultant Quality Control Manager: Ed O'Brien, PE

Schedule to Perform Services: See Exhibit 'B' –Fee Schedule

Time & Materials Not-to-Exceed Cost Limit: \$178,450

See Exhibit 'B' –Fee Schedule

APPROVALS:

PSOMAS COMPANY

By: _____
Authorized Representative

Date

NAPA SANITATION DISTRICT

By: _____
Purchasing Agent

Date

NSD Account No.: CIP 20707

**Napa Sanitation District
2021 Pond Levee Maintenance Project – CIP No. 20707
PSOMAS - Construction Management and Inspection Scope of Services
January 2021**

I. PRE-CONSTRUCTION PHASE

- 1. Pre-Construction Meeting:** Psomas will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare and distribute a record of discussions of the meeting.
- 2. Pre-Construction Photos & Video:** Psomas will review the existing site conditions and schedule a time in conjunction with the contractor to photograph and video the existing conditions in and around the project site.
- 3. Administration & Office Set-up:** Psomas will set up the files for the project prior to commencement of construction and coordinate with the District. Psomas will manage the files and the project from a District provided office that will be finalized prior to construction start. The District will provide public wifi internet, and limited printing (large batch prints requiring admin assistance). For small printing jobs, Psomas to provide printer.

II. CONSTRUCTION PHASE

1. Construction Administration

- a. **Project Coordination:** Psomas will act as the project coordinator and the point of contact for all communications with the Contractor. Psomas will coordinate the activities of the District, HDR and the Contractor as needed.
- b. **Document Tracking System:** Psomas will implement and maintain a web-based, online system (Procore) for tracking pertinent correspondence and documents on the project.
- c. **Construction Administration Services:** Psomas will provide administrative and management services. Psomas will receive all correspondence from the Contractor and will address all inquiries from the Contractor and all construction related correspondence. HDR will be responsible for providing any design input.

2. Meetings

- a. **Weekly**
 1. Psomas will prepare the agenda for the weekly progress meetings and other construction meetings required during the project.
 2. Psomas will facilitate and prepare the record of discussions for the weekly progress and other construction meetings.
- b. **Miscellaneous**
 1. For any other meetings required during the progress of the work, Psomas will coordinate all parties, facilitate the meeting and provide records of discussion for distribution when needed.

3. Submittals

- a. Psomas will implement and coordinate the submittal processing.
- b. Psomas will receive the submittals from the Contractor and check for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, Psomas will send the submittal back to the Contractor for correction.
- c. Psomas will route the submittal to HDR for review and will route the reviewed submittal back to the Contractor. Psomas will review comments on submittals to determine if additional follow-up with the Contractor is warranted and to identify and properly address prospective scope changes.
- d. Psomas will maintain a log and tracking system for submittals in Procore. Psomas will track the status of submittal review with HDR and the status of shop drawing submittals and resubmittals with the Contractor.
- e. HDR will review all design related submittals and submittals related to temporary facilities for compliance with the contract documents.
- f. All submittal documents and communication will take place through the online Procore system.

4. Clarification Processing

- a. Psomas will implement and coordinate the system for processing clarifications.
- b. Psomas will receive all Requests for Information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor with an appropriate response.
- c. Psomas will provide a response to the Contractor for any administrative and general RFIs.
- d. Psomas will route all other RFIs to HDR.
- e. HDR will review RFIs and provide design response.
- f. Psomas will review HDR's response, verify acceptability of response and transmit the RFI Response to the Contractor. If the response materially affects the design, it will be reviewed with the District and/or HDR, as necessary, to verify that it is required. If it is required, Psomas will issue a change request to the Contractor.
- g. Psomas will maintain a system for logging and tracking RFIs. Psomas will track the status of RFI reviews with HDR.
- h. HDR will prepare Design Clarifications where design issues are identified by Psomas, HDR, the Contractor or the District. Psomas will prepare the Clarification Letter as a cover letter to transmit Design Clarifications to the Contractor.
- i. All Clarification and RFI documents and communication will take place through the online Procore system.

5. Change Order Preparation, Negotiation & Processing

- a. HDR will prepare design details for change requests.
- b. Psomas will prepare and issue the change request to the Contractor with the appropriate design documents.
- c. Psomas will prepare an independent cost estimate and/or verify the

acceptability of the Contractor's cost proposal for each change request. HDR's input may be requested for specific equipment and material costs.

- d. Psomas will prepare Contract Change Orders (CCOs) for execution by the District and Contractor. Psomas will provide a Change Order Narrative accompanying each Contract Change Order with a narrative summary of the reason, history and negotiations related to the change.
- e. Psomas will implement and maintain a system for logging and tracking changes.
- f. Psomas will establish and maintain Issues Files. The Issue Files will compile all data related to specific issues that arise that may have cost and/or time impacts.

6. Progress Payment

- a. Psomas will review the initial cost breakdown (Schedule of Values) prepared by the Contractor. Psomas will review and process the progress payment requests as required in the Contract Documents and by the California Public Contract Code.
- b. Psomas will verify the quantity and acceptability of stored materials.
- c. Psomas will verify the Contractor's construction progress as it relates to the progress payment request.
- d. Psomas will perform the administration, preparation and processing of the monthly progress payment requests.
- e. Psomas will prepare the summary cover sheet for the progress payments which will be executed by Psomas, the Contractor, and the District.
- f. When and if requested by the District, State or other agency or public inquiry, Psomas will collect, but not review the certified payroll reports from the Contractor.

7. Scheduling

- a. Psomas will review Contractor's initial Baseline Schedule submittal to determine it reflects a realistic schedule for the work, is prepared in accordance with the Contract Documents, constraints have been appropriately incorporated and Milestone and Substantial Completion dates meet the overall schedule and that no major conflicts exist. Psomas will advise the District of review determinations and provide written comments to the Contractor.
- b. Psomas will review the Schedule Updates to verify tracking of the actual progress of the work, track the progress of the work relative to the planned schedule, and detect any potential delays. Psomas will review the Contractor's plan for remedial measures when required to recover or maintain progress. Psomas will provide written comments on the reviewed Schedule Updates.
- c. Psomas will review the Contractor's requests for Contract time extensions. Psomas in conjunction with the District will negotiate schedule adjustments with the Contractor that may be required due to weather delays, change orders or other impacts requiring schedule adjustments.

8. Field Quality Control

- a. Psomas will provide field inspection/observation to monitor compliance of the Contractor's work with the Contract Documents.
- b. Psomas will prepare daily inspection reports for all days when Psomas is on-site to document field activities, field crews, construction equipment, and field problems through the online Procore system.
- c. Psomas will maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in timely completion of such items.
- d. Psomas will provide and maintain photographs of field activities, when on site, for status monitoring of the project.
- e. Psomas will monitor the record documents monthly to determine if they are being maintained by the Contractor.
- f. Psomas will retain a material testing & inspection subconsultant, RGH Geotechnical Consultants, to provide sampling and periodic compaction testing for levee fills.
- g. No provisions have been included in the scope of work or budget for observation, testing and handling of hazardous material.

9. CEQA Conformance

Psomas has not been made aware of any special environmental restrictions for this project. However, Psomas will work with any District representative or other District consultants if required during the project.

10. Means and Methods of Construction

- a. Psomas will not have responsibility for directing the means and methods of construction.
- b. The Contractor shall be solely responsible for the means and methods of construction.

11. Safety

- a. Psomas will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Psomas work and shall take necessary precautions for safe operation of Psomas' work, and the protection of Psomas' personnel from injury and damage from such work.
- b. Neither the professional activities of Psomas, nor the presence of Psomas' employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees relating to their work or any health or safety precautions.

- c. Psomas will follow the District's confined space procedures for entry into any existing District confined spaces.
- d. Psomas has no authority to exercise control over any construction contractor relating to their work or health or safety programs and precautions. Psomas has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor. If Psomas becomes aware of serious safety deficiencies not addressed by Contractor, Psomas shall notify the District.

12. Testing & Training

- a. The scope and budget do not include Psomas' participation in factory witness testing.
- b. Psomas will coordinate training requirements and activities (as necessary) at the site for all new equipment installed on the project.
- c. Psomas will provide oversight and administration of testing and training.

13. Corrective Work Item List

- a. Psomas will prepare the Corrective Work Item list and incorporate input from the District and HDR.
- b. Psomas will confirm that the items identified in the Corrective Work Item list are completed in preparation for issuance of the Substantial Completion Certificate.
- c. Psomas will prepare the Substantial Completion Certificate for execution by the District and Contractor when the Corrective Work Items are completed to the District's and Psomas' satisfaction.

14. Final Inspection and Punchlist

- a. Final Inspection
 - 1. Psomas will have primary responsibility for conducting the final inspection.
 - 2. The District will participate and provide input on the final inspection.
 - 3. HDR will provide design input on final inspection items if desired by the District.
 - 4. Psomas will have oversight and final review responsibility for the final inspection.
- b. Psomas will prepare the list of outstanding deficiencies.
- c. Psomas will prepare and issue the punch list(s) from the list of deficiencies.
- d. Psomas will have primary responsibility for verifying that punchlist work is complete.

15. Warranty Coordination

- a. Psomas will maintain a warranty file.
- b. Coordination of warranty work after the Contract Period is not included in this Scope of Services or budget. If the District determines later that it desires Psomas to provide this service, an amendment is issued for additional budget and Psomas will coordinate warranty work with the District and Contractor during the warranty period.

16. Project Closeout

- a. Psomas will prepare necessary documentation to assist the District in recommending acceptance of the completed work by the Board.
- b. Psomas will turnover project documentation digitally to the District in an orderly manner. Psomas will retain all Issue Files at the end of the project. The District shall have the right to request review and/or copies of the Issue Files.
- c. Psomas shall have full and complete access available to all files created by Psomas during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at Psomas' expense.

17. Dispute Resolution

- a. Resolution, when possible, of routine disagreements through the normal efforts of the day-to-day project site staff will be performed.
- b. Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), or those requiring extraordinary efforts by Psomas are not included in this Scope of Work. If such non-routine dispute resolution services are required, either an amendment or a separate task order will be executed.



Napa Sanitation District

Fee Proposal for Construction Management and Inspection Services for the 2021 Pond Levee Maintenance Project (CIP# 20707)

January 25, 2021

PERSONNEL/SERVICE	HOURS AND HOURLY RATES			Level of Effort (Note 1)									
				PRE-CONSTRUCTION		CONSTRUCTION						POST-CONSTRUCTION	
	Total Hours	2021 Rate	Base Bid Amount	Feb	March	April	May	June	July	August	Sept	Oct	Nov
Psomas Labor (Note 3)													
Construction Manager: Seufert	292	\$ 210	\$ 61,320	40	40	20	20	20	24	40	40	32	16
Office/Field Engineer: TBD	64	\$ 125	\$ 8,000	16	16							16	16
Inspector: Smith	464	\$ 170	\$ 78,880						80	172	172	40	
Technical Support:	Allowance		\$ 4,000										
Sub Consultants													
RGH Geotechnical Consultants	Allowance		\$ 25,000										
Sub Consultant Markup	5%		\$ 1,250										
Other Direct Costs (Note 2)	Monthly Allowance		\$ -										
Total			\$ 178,450										
	Total Not To Exceed		\$178,450										

Notes:

- Staffing and level of effort is based on full-time inspection beginning July 19, 2021 with Substantial Completion October 1, 2021. It is understood the allocated time of completion for the Project is 250 Calendar Days; however, for the purpose of this budget we assume the contractor will utilize a single mobilization to complete all work, with the controlling operation being construction of transfer structures during the month of September.
- The Budget does not include any other direct costs. All normal operating expenses are included in hourly billing rates.
- It is anticipated that staffing will be shared with the ongoing Stanly Ranch development and upcoming 2021 Treatment Plant Improvements Project (CIP# 20708) and that all projects will benefit from the efficiencies; however, non-concurrent scheduling of these projects will result in utilization of the budget hours reflected in this summary.