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## Report to Carson Reclamation Authority

Tuesday, January 03, 2023

Discussion

### SUBJECT:

**CONSIDER A SUPPLEMENTAL CONTRACTING AND STAFFING PLAN FOR THE CARSON RECLAMATION AUTHORITY TO TRANSITION FROM A COMPREHENSIVE DEVELOPMENT MANAGEMENT AGREEMENT**

### I. SUMMARY

With the wind-down of the Authority's Amended and Restated Development Management Agreement ("DMA") with its Horizontal General Contractor, RE| Solutions, LLC ("RES"), the Board has requested Staff bring back a plan to replace those services with additional consultants, new staff, or some combination of the two.

Staff has evaluated possible scenarios with respect to all the moving parts involved in the various projects proposed for the 157 Acre Site ("Site") and has proposed a recommendation to the Board as set forth in detail below. New demands on the Authority will include the collateral assignment and administration of contracts currently held by RES; overseeing the continued O&M activity on the Site which will need to adapt to changing Site conditions based on construction activity; managing Site access, regulatory compliance and workflow from up to four general contractors on the Site (Cell 2; Cells 3, 4, and 5; Cell 1; the responsibility to construct the on-site infrastructure such as Lenardo and Stamps and Site utilities); and the post-construction O&M activities on the Site once all the

projects are completed.

The recommended plan, as outlined below, is the following:

1. Contracting separately with the current on-site manager and the on-site secretary to allow them to continue to perform their current duties;
2. Expanding the contract with the current O&M contractor, WSP, Inc., to provide the environmental advisory and design oversight services separate from their O&M services;
3. Adding three new City employees with specific skills to address the project management needs of the Authority;
4. Bidding the construction management of the Lenardo Road construction project through the City.

## **II. RECOMMENDATION**

1. PROVIDE direction to Staff on the proposed Supplemental Contracting and Staffing Plan.

- 1.

## **III. ALTERNATIVES**

1. TAKE any other action the Board deems appropriate.

## **IV. BACKGROUND**

The Carson Reclamation Authority (“Authority” or ‘CRA”) acquired the former Cal Compact Landfill in 2015 to enable its remediation and future development. To construct the necessary remedial systems and perform its related obligations with respect to the Site, including, to operate the remedial systems, to manage the construction process for future development of the Site, and provide various related expert services, the Authority contracted with RES (the Horizontal Master Developer) for the entire 157 Acre Site pursuant to a Development Management Agreement (as amended, the “DMA”).

In 2018, the Authority entered into a Conveyancing Agreement among other agreements (the “Agreements”) with CAM-Carson, LLC (“CAM”) for the development of a fashion outlet mall on Cell 2 of the Site, to be known as the Los Angeles Premium Outlets (the “CAM Project”).

Under the terms of the Agreements, until the Authority completed its work on the Cell 2 Subsurface Lot up to the regulatory sign-off by the Department of Toxic Substances Control

(“DTSC”), the Authority would retain site control over all of Cell 2.

Working through its Horizontal Master Developer, the Authority began undertaking all the work on the Site in October 2018. Some of such work was required to be reimbursed to the Authority by CAM.

Based on various extraordinary cost increases, the Authority notified CAM in October, 2019 of its need for financial assistance to complete the remedial system work on Cell 2. Thereafter, CAM ceased making reimbursement payments to the Authority. As a result, work on the horizontal and civil construction for Cell 2 ceased on November 26, 2019 and environmental construction work funded by the Authority stopped in January, 2020.

However, O&M work for the entire Site as required by DTSC still remains ongoing, which is still primarily managed by RES.

In April 2020, CAM filed suit against the Authority, City, RES, and the Successor Agency of the City of Carson (the “Litigation”), and thereafter the City and CRA filed counterclaims in the Litigation.

In August 2022 CAM, the City, and the Authority entered into a Second Amendment to Conveyancing Agreement (the “Conveyancing Agreement Amendment”), which will allow CAM to proceed with the CAM Project under certain terms and conditions and settle the Litigation (amongst all parties including RES), pursuant to certain Release Agreements. However, pursuant to the terms and conditions of the Conveyancing Agreement Amendment, CAM is unwilling to pay for any costs or expenses of the Authority with respect to RES’ ongoing work on behalf of the Authority going forward.

As such, the Authority entered into a Settlement Agreement with RES in order to enable the termination of the DMA and the wind-down of all activities and services that RES has been providing to the Authority with respect to the Site and the various projects proposed for the Site.

The Authority now needs to replace the overall site management structure that has existed under RES, possibly with a combination of new professional (environmental) service vendors and newly created City staff positions.

### **Wind-Down of RES’ Work on the Property and Termination of the DMA**

The “Wind-Down Term” was described in the November 7 staff report related to the Settlement Agreement with RES and is a 90-day period which commenced on October 11 (which period may be extended commensurate with the diligence period set forth in the Conveyancing Agreement Amendment), during which time RES will cooperate to transfer the contracts it is managing on behalf of the Authority to the Authority or its designee and allow for the orderly transition of its services.

Under the DMA, nearly all the contractors, designers, engineers, and consultants working on the Site are contracted to RES and not directly to the Authority. The assignment of all the project subcontracts was previously approved as the parties entered a Collateral

Assignment of Project Documents, dated June 20, 2019 (the “Collateral Assignment”), under which RES assigned and transferred all project subcontracts to the Authority, and gave a security interest in and to all of RES’ right, title, and interest in the project subcontracts. Therefore, the Authority may directly assume the obligations of RES under each project subcontract by notice to such project subcontractor. On or before the expiration or termination of the Wind-Down Period, the Authority shall give notice to each project subcontractor of the Authority’s election to terminate the DMA and require performance of the subcontractor under the applicable subcontract, in favor of the Authority.

The current subcontractors working on the Site, which the Authority will need to contract with directly through the Collateral Assignment or have it’s designee absorb during the Wind-Down Term are as follows:

| <u>Name of Firm</u>                     | <u>Function/Duty</u>           |
|---|--------------------------------|
| WSP, Inc.                               | Remedial O&M Contractor        |
| Antieri & Associates                    | Sitewide Electrical Design     |
| Cumming & Curley                        | Public Spaces Landscape Design |
| Labor Compliance Management (LCM)       | Prevailing Wage Monitoring     |
| TER International, Inc. (TER)           | Noise & Vibration Monitoring   |
| Twining & Associates                    | Special Testing & Inspections  |
| Mayfield & Associates                   | Landscaping & SWPPP Compliance |
| KPFF                                    | Structural Engineers           |
| Securitas                               | Site Security                  |
| Michael Baker International, Inc. (MBI) | Civil Engineer of Record       |

Some of these contracts, like WSP, Mayfield, Labor Compliance Management and Securitas will definitely transfer to the Authority as they provide for the operation and maintenance of the Site with or without construction. Other contracts, such as Antieri and Twining, are more construction-related and these contractors may already be hired by the developers and their contractors working on the Site.

RES has also prepared a list of the of permits that have been issued for the Project which relate to the scope of work under the DMA (the “DMA Permits”); and shall be preparing a form of notice (the content of which must be reasonably approved by the Executive Director and counsel for the CRA) to be issued to third parties and regulatory agencies regarding the termination of the DMA and RES’ status regarding the Site and identify the contact information for the applicable replacement project manager (once approved the “RES Notice”).

Upon or prior to the expiration of the Wind-Down Term, RES shall transfer/assign all DMA

Permits, trailer or equipment leases and other Site “general condition” items to the Authority.

### Contracting and Staffing

Replacing RES represents a significant challenge to the Authority, which since its creation in 2015 has generally operated with a part-time Executive Director, some shared administrative support, and an Administrative Specialist responsible for tracking the current bills and invoicing developers for expenses associated with the Authority’s ownership of the Site. The Authority also uses other City services such as the Finance Department, Treasurer, City Clerk, Planning, and Public Works on an as-needed basis.

The Authority’s staffing and administrative support do not have the construction experience to manage the on-site activities associated with the Site, nor the scientific expertise to oversee the environmental testing and design of the remedial systems and site development improvements on the Site and other aspects of DTSC compliance. These functions will either need to be new positions, new contracts, or a combination of both.

### **Proposed Contracting and Staffing Plan for the Authority**

Authority Staff proposes the following approach to handling the Authority’s responsibilities over the next several years. This is a plan that responds to new demands on the Authority (such as the collateral assignment and administration of contracts currently held by RES); overseeing the continued O&M activity on the Site which will need to adapt to changing Site conditions based on construction activity; managing the Site access, regulatory compliance and workflow from up to four general contractors on the Site (Cell 2; Cells 3, 4, and 5; Cell 1; the responsibility to construct the on-site infrastructure such as Lenardo and Stamps and site utilities); and the post-construction O&M activities on the Site once all the projects are completed.

The proposed approach is as follows:

1. Contracting separately with the current on-site manager along with the on-site secretary to perform their current duties;
2. Expanding the contract with the current O&M contractor, WSP, Inc., to provide the environmental advisory and design oversight services separate from their O&M work;
3. Adding three new City employees with specific skills to address the project management needs of the Authority;
4. Bidding the construction management of the Lenardo Road construction project through the City.

### On-Site Management

RES has employed a permanent On-Site Manager (i.e., Mike Sullivan, and his assistant) who has performed various tasks as provided for in the DMA, including, generally overseeing the Site, security, general maintenance and upkeep, and overseeing the O&M obligations on the Site. The On-Site Manager also monitors all persons on site and verifies the HAZWOPER status of all workers on the Site, per DTSC requirements.

Recent O&M incidents calling for special On-Site Manager attention were periodic methane exceedances around piles on Cell 2 where pile caps and/or pile cap boots were not installed prior to work stoppage (a function of work being stopped mid-task and site not being mothballed). There are also occasionally methane exceedances in other areas of the landfill where vertical gas wells are not actively drawing down landfill gasses which may be addressed by connecting additional already-installed wells to existing headers, and water accumulating in GCCS vaults apparently due to cracking of collector pipes purportedly during construction work on Cell 2 (collector pipe would need to be replaced).

Additionally, the On-Site Manager coordinates with the vertical developers of Cells 1, 2, 3, 4, and 5, to assist with the development of their projects, including by leading tours and distributing specific information as requested from potential developers/users of the various cells and providing information to support their entitlement and remediation planning work.

RES has also provided Insurance Management/OCIP administration services (OCIP includes enrollment and disenrollment by contractors for GL, Builders Risk and CPL and also assists with Claims Administration for the Authority).

RES has also conducted community outreach and managed public participation, including revising and updating the Authority's project web site, coordinating with DTSC on Notices of Work Activity, and managing public outreach for noise and vibration monitoring before and during construction.

Now that construction work is likely to start in 2023 on more than one cell, the Authority will still be required to perform some of the work that was defined as "Development Services" in the DMA without RES. These services include site control and management, overseeing the infrastructure Improvements, coordination with SoCal Edison, coordination with MBI and the City of Carson/LA County on traffic signals (such as at Stamps and Del Amo), securing lien releases and waivers for all work managed by the Authority.

Recent projects have included Leighton bottom of trash investigation and the EKI/Leighton top of trash investigation for CGO, Antieri design of electrical extension to Cells 1,3,4,5 along Main Street, planning and design work as needed for service from Cal Water, planning and design work as needed for recycled water service from West Basin, and planning and design work as needed for freeway pylon signs which will include the electrical design and construction and the structural foundation design and construction on top of the sloped clay cap.

#### Expanding the WSP, Inc. Contract

This contract expansion or even new contract would have to be drafted in a way that the contractor isn't asked to provide the oversight over its own O&M work, which is one of the reasons to retain the on-site manager.

Instead, one of RES' tasks is to manage and coordinate regulatory approvals, including monthly O&M meetings with DTSC, coordinate with DTSC's public participation staff on response to community comments and public participation plan, submitting and coordinating with DTSC on the 5-year review, and coordinating with DTSC on approval of all developer work plans (e.g. bottom of trash, top of trash studies). Examples of these

were described above (e.g. top of trash, bottom of trash workplans, revised pile driving workplans, changes to landfill cap design, etc.). This would be a relatively small, on-call contract with the environmental contractor to provide the technical expertise DTSC requires.

### Expanding the Authority Staffing

The Authority does not have employees of its own and, notwithstanding its bylaws which allow it to have employees, was functionally never set up to have staff because of all the legal, financial, PERS, and administrative requirements of managing separate employees. Instead, the Authority reimburses the City for staff time.

There are some short-term factors and long-term factors that drive the decision to staff up the Authority (through the City). First, the collateral assignment of all RES contracts to the Authority will require a certain amount of administrative work to set up purchase orders and handle the individual invoicing and payment instead of the single RES Master Invoice, but staff will be needed to track the contract performance as well, which is beyond the duties of current administrative staff. Second, the Authority needs to begin to prepare itself for the completion of construction when the landfill will have achieved closure and the only responsibility will be overseeing the O&M contractor and regular reporting under the Authority's permits.

Staff recommends that these latter, post-closure tasks such as overseeing the O&M contractor and providing regular reports to the environmental regulators, will be best performed by City staff and not contractors. These will essentially be part-time duties and City staff are less expensive than contractors. Since the post-closure obligations will be paid for by the vertical developers (property owners) through a Community Facilities District levy on the property, the Authority and City need to be as economical as possible.

Staff proposes three new positions: (1) an Administrative Analyst to work with the current Administrative Specialist on day-to-day contracting issues; (2) an Environmental Engineer to work with the on-site manager, O&M contractor, and Environmental Advisor on permits and regulatory issues related to the landfill systems; and (3) a Development Manager to oversee the broad range of real-estate and regulatory responsibilities of the Authority.

The basic duties of the **Development Manager** are to oversee or perform complex financial, contractual, and administrative duties and supervise staff and consultants responsible for facilitating the remediation of contaminated land and the development of the former Cal Compact Landfill into economically productive uses. Experience with real estate development and/or construction is required and experience with brownfields development is desired or preferred.

1. Demonstrate capability to read, understand and implement complex real estate documents, including but not limited to agreements/contracts, leases, covenants, work orders, surveys, and drawings;
2. Participate in the negotiation, preparation, processing, and implementation of such documents as exclusive negotiating agreements, development agreements, purchase and sale agreements, leases, professional services contracts, and grants;

3. Prepare requests for proposals for professional services, evaluate bids and proposals, make recommendations for selection, evaluate and monitor quality of vendor or contract services;
4. Oversee and negotiate contracts for site management, construction management, operation and maintenance of remedial systems, environmental and civil design, and other services. Coordinate and supervise staff to track contract status and expiration dates and process purchase orders, invoices, and developer reimbursements;
5. Manage project management (scope, budget, schedule, procurement, quality & risk) of the CRA's role in the Former Cal Compact Landfill ("CCLF") project including planning; the subdivision mapping process; environmental, horizontal, and vertical design; construction; phased occupancy, and landfill closure;
6. Oversee all facets of public agency management of the CRA (budget, cash flow, contracts, schedule) and identify, develop, and implement improvements to policies and administrative procedures for activities, projects and programs of the CRA, and monitor the effectiveness of those activities;
7. Prepare and review staff reports for the CRA Board and City Council on project matters, create and maintain project plans and project information, and present project status reports to the CRA Board;
8. Work directly with on-site manager and on-site developers to define CRA-related project requirements. Analyze scope of work, project delivery resource requirements, cost estimates & budget, cash flow, work plan schedule & milestones, and quality control;
9. Implement DTSC-required communication plan for public notices, including maintenance of project website, handling meetings and written reports/meeting minutes with regulators, public officials, and members of the public to keep the community informed;
10. Oversee CEQA Mitigation Monitoring Program, development agreement requirements, and planning conditions of approval related to the District at South Bay Specific Plan and SEIR approval and individual project approvals;
11. Oversee the implementation of Community Facilities District 2012-1 and Community Facilities District 2012-2 ("CFDs") including the annual tax bill allocation, monitoring the O&M work performed by the CFDs; monitor reserve and enterprise fund balances;
12. Oversee the CRA's insurance program, including integration with developer-placed policies, and review and negotiate renewals of D&O policy, property insurance, pollution legal liability insurance, contractor pollution liability insurance, builder's risk insurance, and others.
13. Negotiate and monitor land use covenants, regulatory agreements, and CC&Rs.
14. Ensure compliance and cooperation with economic development subsidy agreements, including sales tax sharing agreements.
15. Serve as liaison and facilitate communication between CRA staff and other City departments, community groups, and non-profit agencies regarding the CCLF project;



16. Participate in interdepartmental teams, committees and boards as required;

17. Perform other related duties, as assigned;

The basic duties of the **Environmental Engineer** are to oversee or perform complex technical and administrative duties and supervise staff and consultants responsible for programs and projects designed to protect human health while assisting the remediation of contaminated land into economically productive uses. The person in this position would largely contract for and QC reports and data produced by environmental professionals with respect to the installation and operation of remedial systems on the Former Cal Compact Landfill ("CCLF"), and regularly interface with the regulatory agencies with oversight on the project.

Key Responsibilities will include:

1. Managing consultant contracts to commission and review contaminated site assessment/remediation; hydrogeology; and environmental risk management studies and services;
2. Manage consultants or operations & maintenance operators in directing and performing field studies, data gathering and sampling activities at sites including groundwater sampling and monitoring, gas extraction well installation and operation, soil vapor and soil remediation evaluation, environmental due diligence, regulatory compliance services, and permit acquisition;
3. Prepare requests for proposals for professional services, evaluate bids and products, make recommendation for selection, evaluate and monitor quality of vendor or contract services;
4. Serve as liaison and facilitates communication between staff and other City departments, community groups and environmental regulators including the Department of Toxic Substances Control, South Coast Air Quality Management District, the Los Angeles Regional Water Quality Control Board, the Los Angeles County Sanitation District, Cal EPA, U.S. EPA, and others with regard to environmental permitting and compliance monitoring;
5. Review and edit materials, including draft reports and staff correspondence;
6. Analyze, formulate and implement policies and administrative procedures for activities, projects and programs within the area of responsibilities; and monitor the effectiveness of those activities;
7. Prepare and review staff reports for CRA and City Council on policy and project matters;
8. Participates on interdepartmental and intradepartmental teams, committees and boards as required;
9. Performs other related duties, as assigned;

Bidding the Construction Management for Lenardo and Stamps

One of the internal discussions the Authority has had with its development team, including the vertical developers and City staff, is which entity would undertake the construction of Lenardo and Stamps. In the CAM Conveyancing Agreement, the CGO Option Agreement, and various Development Agreements, the Authority is generally tasked with the construction of the street improvements with developer contributions. However, since the Authority's contribution to the infrastructure will largely come from the Measure R/Measure M bonds issued by the City of Carson in 2019, the "color" of those funds as City money means the Authority will need to comply with regular governmental accounting principles plus Metro requirements, meaning that it will likely be the City of Carson and not the Authority actually constructing the streets, with contributions (per the agreements) from the private developers on the Site.

The design plans for the streets are 95%-99% complete since we anticipated beginning construction in 2020. The City would typically bid such a street project as a "design-bid-build" project, with the 100% design included as part of the bid package, but the City's charter also allow for alternative forms of bidding. The completion of the street plans, including the utility design, can occur under the supervision of the On-Site Manager.

One of the first steps to bidding the street would be to bid the Construction Manager ("CM") contract, with the CM providing assistance to the City and Authority on the bidding, mobilization of the general contractor, and construction of the project. Generally, the scope of the CM contract would include the following:

A. Pre-construction Services - Primary Responsibilities

1. Constructability & Plan Review/Analysis: The CM shall perform a constructability and plan review and analysis on the final bid documents. The analysis shall utilize an approved checklist developed by the CM from similar projects in which the CM has participated. The CM shall provide results to City and participate in review meetings.
2. It will be the responsibility of the CM to make a thorough and complete review of the plans prior to advertising the project for construction. The CM shall ensure that bid documents are completed and nothing is missed that would result in a major change order.
3. Provide value engineering that can be utilized to come up with an alternative additive.
4. Initial Construction Schedule: The project schedule and master schedule will be developed by the contractor and maintained by CM. The CM shall provide input to those schedules by reviewing the contractor's initial schedule and monthly updates before incorporation into the project and master schedule.

B. Construction Management Responsibilities:

1. Provide a constructability review of the plans and specifications for conflicts, completeness and accuracy.
2. Submit plans and specifications, shop drawings, work plans, falsework, shoring, traffic control plans for stages for approval to various departments and agencies and for encroachment permits, and other permits needed as necessary during construction

period.

3. Document existing conditions and improvements during construction and maintain an accurate and detailed as-built drawing of all existing (remaining) and new construction.
4. Provide an inspector to observe and document daily activities including taking sufficient photographs of various work to document pre-construction conditions and work in progress. List the details of the inspector's activities with the proposal and the amount of time.
5. Provide a Deputy Inspector (if applicable) for any work that requires specialty inspection to document work in progress.
6. Coordinate and process utility service application and the timely provision of utility installations and connections (water, sewer, gas, electricity and telephone, etc.) before and during construction.
7. Coordinate with DTSC, LACFCD, LACSD, Cal Water, West Basin, So Cal Gas, SCE and other Utility and telecom Owners, and manage the utility location/relocations, preparations of new customer packages for service meters for each APN, meter relocations, addresses, permitting, and other required permits from other agencies.
8. Be available to attend City Council meeting at time of construction contract award and attend at least two other City Council meetings as needed.
9. Coordinate and attend pre-construction meeting.
10. Coordinate and attend progress meetings before and during construction.
11. Assist in the reproduction of the plans and specifications during construction period if necessary.
12. Assist in the bidding process.
13. Digital Documents Capabilities: CM shall have capability to convert both hard copy and computer files to an Adobe PDF format for the purposes of expediting the project via digital document transmittal whenever possible.
14. Coordination of Businesses and other Commercial Operation: The CM will take an active role to coordinate and minimize impacts to the operations of the 405 Freeway Avalon Boulevard exit, the Evolve Apartment Community on Del Amo Boulevard, and businesses on Main Street.
15. Coordination of work with the different utility companies that have utility lines, and agencies that have jurisdiction in the project area. CM is also responsible for any utility application for service, and application for permit from other agencies if necessary. (This may fall within On-Site Manager responsibility).
16. Preconstruction and progress meetings: The CM will actively participate in coordinating, inviting all required attendees and chairing the preconstruction and progress meetings. A detailed agenda shall be prepared and distributed to all invitees

prior to the meetings by the CM. Minutes and requisite logs shall be sent to all attendees and courtesy distribution lists within 72 hours of each meeting.

17. CPM Schedule review: The CM will review and verify that the contractor's CPM baseline, progress and update schedules, and related submittals comply with the requirements of the specifications, and that all coordination activities are included, prior to recommending approval of the schedule by the City.
18. Submittals Processing and Review: Continuously maintain a submittals log which details all submittals required by the project, due dates for each submittal, date received from contractor, date forwarded to other reviewers (if applicable), date comments received from other reviewers, determination resulting from review, and date returned to Contractor. It is expected that the CM will not act as a mere pass-through for submittals, but will perform an active review and make a determination to reject or approve each submittal if it is apparent by comparing the documents submitted with the specification requirements. Only when submittals require the input of the project design engineer and/or City to determine options and/or substitutions that would affect the performance, integration with other systems or project components or aesthetics shall others be included in the review process. The CM shall route courtesy copies to all stakeholders. All submittals shall be turned around within ten (10) working days, unless otherwise mutually agreed upon between the City, CM and Contractor.
19. Requests for Information: The CM will receive and log all requests for information. The CM will conduct an initial review to determine if an answer is readily available from a review of the plans, specifications or known project conditions. The CM shall route the RFI as necessary to relevant affected Stakeholders to determine a coordinated response when necessary. RFIs shall be processed as expeditiously as possible to avoid potential delay to the project, and shall be turned around in no more than ten (10) working days, unless otherwise mutually agreed upon by the City, CM and Contractor.
20. Labor Compliance: Monitor and confirm compliance with prevailing wage, Enhanced Electrical Safety Policy and local hire provisions of the contract including PLA monitoring. Receive and log certified payrolls from the contractor and subcontractors. Compare certified payroll reports with inspector daily reports and employee interview forms compiled by the CM team, as well as state and federal prevailing wage rates. Document any discrepancies. Notify and confirm resolution of each discrepancy with the Contractor or process the statutory payment deductions until such time as discrepancies are resolved. (This may fall within Labor Compliance Management scope.)
21. Change Order Management and Claims Avoidance: Implement an efficient process to review, determine merit, and then firmly, fairly and expeditiously resolve change order issues in the best interests of the Project. Request for change orders must be discussed and shall obtain approval from the City prior to proceeding with the change. Should there be impasses on particular issues, clearly direct and document the contractor to proceed under protest if so deemed appropriate by the City, and track the time and materials utilized in implementing any such disputed work. Work with the City and contractor to continue seeking resolution of any disputed items through the completion of the project, and promptly advise the appropriate City officials of such

matters with regular updates on possible resolution. Assist the City as desired with any disputed issues that are not resolved by the end of the project.

22. Provide timely Change Order information for City Agenda items as needed.
23. Compose Change Orders from the Engineer's scope of work and reference RFI/RFP. Include detailed backup information.
24. Distribute correspondence as necessary to all project participants.
25. File certified payroll (develop log to track submitted payroll each pay period for the general contractor and subcontractors) and respond to agencies requesting information.
26. Track pay application, review contractor's invoice and forward it with recommendation to City for payment.
27. Prepare and submit the quarterly Report to MTA as required. (If required.)
28. Prepare and submit monthly progress reports to the City's Project Engineer.
29. File all project documents in an orderly and logical manner approved by the City's representative.
30. Turn over project documents at project conclusion or when directed by the City's representative.
31. Verify requirements for closeout documents.
32. Maintain phone, fax, address and emergency contact list for all parties including subs and suppliers.
33. Verify receipt of progress payments by subs and suppliers.
34. Take photographs and archive photographs.
35. Track and/or maintain project documents: submittals, RFIs, RFPs, Change Orders, correspondence, Preliminary Notices, Stop Notices, etc.
36. Maintain correspondence, e-mail, and phone call logs as well as project document logs (submittals, RFI and change order related documents)
37. Maintain computer(s) for CM staff with internet capability for e-mailing. (Contractor to provide internet connection)
38. Maintain office and office supplies in contractor furnished trailer/facility on-site. Provide details of office requirements for project specifications.

C. Inspection Requirements:

1. Perform inspection in conformance with Greenbook, City Standard Details,

Construction Manual, and Bridge Records and Procedures Manual.

2. Review and become familiar with the contract documents. Review drawings for possible conflicts prior to the work being performed by the Contractor to avoid potential delays due to conflicts in the drawings and other contract documents.
3. Observe daily construction activities and prepare Daily Reports of Inspection. Reports shall be very comprehensive and descriptive of the daily activities and shall include general contractor's and subcontractor's manpower and equipment, suppliers, items of work performed, percent complete, location, problems, solutions, site visits, etc. The inspector will not be permitted to substitute the contractor's daily report. Reports must include the name, classification and employer for each employee on site each day. Reports must be signed by the inspector, reviewed and initialed by the Resident Engineer. Typed written names must be included under any/all signatures or initials.
4. Conduct interviews with each trade from each subcontractor and the contractor to cross check certified payroll.
5. Perform deputy inspections (if applicable) during the course of construction and coordinate inspections of the Building and Safety Inspector. Building and Safety Inspectors work Monday through Thursday unless it is an official holiday.
6. Coordinate the inspection process including soil testing, compaction testing, concrete testing and other testing deemed necessary required by the specifications. Track the hours to verify billings.
7. Verify the progress of the "As-Builts" (maintained by the general contractor) and maintain a separate and complete set of "as-built" for the City including changes from submittals, RFIs and other change order documents. Document existing conditions and improvements during construction and maintain an accurate and detailed as-built drawings of all existing (remaining) and new construction. Compare CM's as-built drawings with contractor's as-built documents in conjunction with payment application reviews, and document resolution of discrepancies or process requisite payment withholding until resolution.
8. Verify pay application submitted amounts.
9. Process submittals.
10. Review change order proposals from the general contractor for accuracy, completeness and pricing equity.
11. Take photographs daily, document and archive.
12. Update plans and specifications with any addendum, RFI, Supplemental Instructions, Change Orders, etc.
13. Track and/or maintain project documents: submittals, RFIs, RFPs, Change Orders, correspondence, Preliminary Notices, etc.
14. Attend and participate in weekly project progress meeting, as necessary during active

construction periods of the project,

15. Perform regular walk-through and final check of the project to assure that the work is completed as intended.

This scope is fairly broad and once all of the other elements of the Contracting and Staffing Plan are in place, it may be determined that some of the scope items will instead be performed by the On-Site Manager, City staff, or the Environmental Advisor.

Additionally, when the Authority was ready to award the construction of Lenardo in 2019/2020, it not only had a Civil General Contractor for the project, but also an Environmental General Contractor since the streets are being built on a landfill; even though the work is being performed in a depression carved out of non-landfill soil, preparing the edges for the installation of liner will require some removal of waste as part of the smoothing process. The previous plan assumed that an environmental contractor separate from the Civil General Contractor scope would be responsible for health & safety plan, which is required for the project. This work assumes an Environmental Contractor would handle Landfill Gas Suppression or Mitigation Operations, such as spraying foam at any open face of the landfill and perform other health & safety functions including labor and materials. The decision on how to bid the contract - a single general contractor or two - will be assisted by the Construction Manager, the On-Site Manager, and the Environmental Advisor.

## **V. FISCAL IMPACT**

Since March 2020, the pay structure with RES has been on an amended basis from the original DMA and RES has been paid hourly for their work, plus the pass-through of all the contractual costs such as security and the O&M contractor. In the past twelve months (prior to the start of the Wind-Down period), the RES Monthly Hourly fees averaged about \$100,000 per month, and the combined other carrying costs are about \$300,000 per month (O&M, security, etc.). These are paid 60% by CGO and will be paid 30% by CAM once they complete the due diligence period.

The O&M expenses are unlikely to change during the construction period, so the hourly management fee currently being paid and reimbursed by the developers is the “budget” for this plan. All of these items still need to be negotiated but the combination of the first three - the On-Site Manager, the City Staff positions, and the environmental advisory services - should be slightly less than the current amount paid to RES, so will have no net new cost.

The Construction Manager for Lenardo and Stamps is not part of this budget but will rather be part of the overall cost of the street. For a project the size and cost of this, the fee is likely to be in excess of \$1,000,000.

## **VI. EXHIBITS**

None.

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