

ATTACHMENT 1

PAVING PROJECTS STREAMLINING

	Category	Concept/Issue	Discussion	Proposed Resolution/Action Items	Impacts
1	Administration	Review submittals early and not wait for NTP. Contractor needs a couple of months to prep.	LNTN letters used to say contractors can start sending submittals.	Ask why LNTN letters no longer allow for early submittals. Working Day determination needs to allow at least 20 WD for priority submittals to match WB (e.g., TCP/WPCP/SWPPP/etc.)	Saves time.
2	Administration	Often those attending the Pre- Bid meetings don't have the answers to the questions asked.		Remind the participants: Come to Pre-Bid Meeting prepared.	Better bids.
3	Administration	GFE process is a waste of time. This leads to project delays.	<ol style="list-style-type: none"> 1. There are a few SLBEs for the kinds of work (concrete and striping) included in the paving contracts. There is always a 15% goal regardless. 2. Having to meet SLBE goal often has negative impacts on contracts as prime often needs to wait SLBE subs to perform work. There are 3-4 competent SLBE firms out there. SLBE firms are often over book on multiple/array of projects. 3. On Paving contract typically (striping, concrete work and electrical (loop placement) is subbed out to meet SLBE percentages. 	<ol style="list-style-type: none"> 1. Lower the goal to attract more bidders. Consider discussing with EOC (P&C dept) how SLBE % is calculated, unique value per contract or typical range per contract type? 2. One suggestion to deal with the problem of the overbooking of the curb ramp SLBE subcontractors would be to allow the prime to substitute the overbooked SLBE with a non-SLBE firm. In cases where the SLBE cannot perform on the prime's schedule. In cases where the curb ramp work is on the prime's critical path. This would be a short-term solution while we figure out how to increase the number of certified SLBE's who do City construction work. 3. Consider using a different coding system than NAICS. 	Saves time.
4	Administration	Over 15M we must do audited financial reports that are expensive.	The example I heard was a case involving Martin-Marietta San Diego Aggregates LLC. Dba ATP General Engineering Contractors. As I understood it the city was requiring Audited Financial Reports of ATP General Engineering Contractors instead of the corporate entity, Martin-Marietta SD Aggregates LLC, which has audited financial reports. This is an added cost burden for ATP to bid work for the city.	The request to the City was, I believe, that the City should be relying on the AFR's of the corporate entity not a Dba.	Better bids.
5	Const Management	Inspectors do not make decisions in the field.	Resident Engineers rely on supervisors for direction too often.	<ol style="list-style-type: none"> 1. Let the inspectors make urgent decisions as much as possible in the field and not have to defer to others. 2. Training and experience only solution. 	Saves time.
6	Const Management	City adds more work and the CCO is not timely.	Should not direct work without approved CCO unless a safety issue.	<ol style="list-style-type: none"> 1. If necessary, require DCE/AMD/Management approval. 2. Not-to-exceed allowance CCO should be routed ASAP if cost proposal cannot be agreed to quickly. This will help get funds for the projects with the appropriate approval. 	Saves time.

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7	Const Management	Too many punchlists!	<ol style="list-style-type: none"> 1. Agreed needs to be one consolidated punch. However, other contractors want to opposite especially if the work is linear and a long contract. 2. Punchlist should be one; no multiple punchlists. 3. Punchlist should be for contract work only, no added work (unless safety). 	<ol style="list-style-type: none"> 1. Send "draft" punchlists and the contractor can choose to address the issues as they go or all at once at the end. 2. One suggestion for long projects that have discrete segments that are not connected, is to use the Caltrans concept of "relief of maintenance." 3. When a contractor finishes a segment, give him a punchlist for the segment and when completed issue a "relief of maintenance" for that segment. It starts the warranty clock, gets the contractor out of the neighborhood, demobilized from the area and out of the business of things like storm water compliance and personal injury liability (in general). 	Avoid delay.
8	Const Management	Not enough QA people (city lab) on site to make decision fast.			Avoid delay.
9	Contract Docs.	TCP should be prepared by the City.	<ol style="list-style-type: none"> 1. The current process is to prepare engineered TCP prior to solicitation for major roadwork. Where engineered drawings are not required there is a bid item for contractors to provide working drawings. 2. Art's example was a TD managed project where the contractor was to prepare the engineered TCP. 	No action.	N/A
10	Contract Docs.	Contract documents lack enough subsurface information about the existing paving structure.	<ol style="list-style-type: none"> 1. Agreed. Some but not all include coring reports. 2. Knowing would be advantageous to contractors to better estimate. Dump fees increase if sand (subgrade) or fabric is encountered. 3. Creates a level field for all contractors at time of bid. 4. The first group of streets are going to be in the worst condition. If there are fabrics the costs will go up significantly. 	Include coring sample reports as part of contract documents.	Better bids.
11	Contract Docs.	Contracts with unrealistic working days.	<ol style="list-style-type: none"> 1. County grants days in advance to perform prep and then move forward with paving work. 2. ECP managed projects are accounting for more days than TD does. Schedules now include 52 WD for punchlist, 90 or 120 CD for PEP. 	<p>Include at least 20 WD for submittals.</p> <p>The city should consider adequate days to account for prep work/dig outs.</p>	Less delay.
12	Contract Docs.	AGC reps made comment that some contracts omitted to include Caltrans permits.	That seems to be an isolated case. It is typical for City contracts to include all relevant permits e.g., parent Caltrans permit.	Ensure all permits are procured and included as part of contract documents.	Less delay.

Meeting with AGC on 05/12/23
Paving Contracts Streamlining Discussions - DRAFT

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13	Contract Docs.	Contract Time is sometimes unrealistic.	Rule of thumb is 1000 Tons/Day. 5-10 curb ramps per week.	Closely review the contract time prior to advertising.	Better bids.
14	Contract Docs.	Construct the ped ramps in a separate contract ahead of paving.	This may not be feasible in some area due to topography.	Construct the ped ramps in a separate contract ahead of paving when feasible.	Avoid delays.
14	Contract Docs.	The city field representatives need a menu of solutions with dollars in a contingency allowance. And some guidance on adding days to the contract for each scenario, as appropriate.	If a CCO is opened for unsuitable material removal and modified design for the first case encountered with the "not to exceed" allowance and routed. Approval: can the City then do a supplement to the original CCO for each subsequent case encountered, that then can be routed again for approval with a supplemental "not to exceed" allowance?	1. Have a plan for dealing with unsuitable base, dig outs, etc. 2. Add allowances for the unforeseen subsurface condition. So that decisions can be made quickly. 3. Consider lime or cement treatment to handle saturated soils (i.e., long/severe rainy season). 4. Increase FO allowance per contract, this should give flexibility to the CM teams to keep contract moving forward.	Avoid delays.
16	Contract Docs.	AB 2953	Contractors are prepared for 15% RAP.	City to develop new specs.	Better bids.
17	Contract Docs.	Most projects the road is in poor condition and slurry does not work when specified for water and sewer jobs.	Agree with contractor that all GJ should not perform slurry seal however EC&P teams must ensure paving work is not paid through PUD funds.	Do not include slurry with group jobs. Recommend having discussion amongst city management to provide direction.	Better customer service. Higher quality.
18	Contract Docs.	Due to SLBE goals many contractors are excluded from being able to bid slurry seal contracts making them less competitively bid.	E&CP does not do slurry only contracts.	Will share with TD.	Better bids.
19	Contract Docs.	What is the best contract size for attracting more bids?	The best contract sizes are \$5-\$15M / 50k – 70k Tons	Size the contracts \$5-\$15M / 50k – 70k Tons	Better bids.
20	Contract Docs.	Any suggestion regarding the packaging work?	When bundling streets, group them together in the same area and pick up the next street or so to be more cost effective.	Work with the City Attorney develop language that would allow flexibility for scope changes.	Better bids. Better customer service.
21	Contract Docs.	Prebid RFIs are vague.	Noted	Do a better job responding to the RFIs.	Better bids.
22	Contract Docs.	The cost of anticipated liquidated damages is being included in bids because of several cross-cutting issues: a. Overbooked SLBE's that can't perform on prime's schedule. b. Unrealistic contract working days. c. Series of punchlists which often include out of scope work. d. Often encountering differing site conditions with no contractual work arounds.	Noted	While updating LDs consider other factors/issues discussed here for improvements.	Better bids.
23	Contract Docs.	Consider using JOC	Cost may increase.	Recommend having discussion amongst city management to provide direction.	Save time.