



**CITY OF PACIFICA  
COUNCIL AGENDA SUMMARY REPORT**

**9/10/2018**

**SUBJECT:**

Approval of Amendment No. 1 to Consultant Agreement Between the City of Pacifica and Construction Testing Services, Inc., in the Amount of \$100,820.23 for the Wet Weather Equalization Basin Project Material Testing and Geotechnical Services

**RECOMMENDED ACTION:**

Approve Amendment No. 1 (Attachment 1) to the Consultant Agreement between the City of Pacifica and Construction Testing Services, in the amount of \$100,820.23, for Material Testing and Geotechnical Services, in connection with the Wet Weather Equalization Basin Project; and authorize the City Manager to execute the amendment.

**STAFF CONTACT:**

Louis Sun, Deputy Director of Public Works  
(650) 738-4660  
[sunl@ci.pacifica.ca.us](mailto:sunl@ci.pacifica.ca.us)

Van Ocampo, Director of Public Works  
(650) 738-3767  
[ocampov@ci.pacifica.ca.us](mailto:ocampov@ci.pacifica.ca.us)

**BACKGROUND/DISCUSSION:**

The Wet Weather Equalization Basin Project (Project) is one of the sewer capacity improvement projects recommended in the City of Pacifica Collection System Master Plan and mandated by the Cease and Desist Order issued by the California Regional Water Quality Control Board, as well as the Consent Decree with Our Children's Earth Foundation.

On May 22, 2017, the City Council approved the contract with Sierra Mountain Construction Incorporated (SMCI) to construct the Project. Due to the complexity of this project, the City needed the services of a consultant that specializes in providing quality assurance special inspections, materials testing and geotechnical services during construction.

Staff issued Request for Proposals (RFP) to four qualified firms for quality assurance special inspections, materials testing and geotechnical services for the Project, and received responses from two firms - APEX Testing Labs ("APEX") and Construction Testing Services, Inc ("CTS"). Staff evaluated the proposals received based on the following criteria:

- A. Responsiveness of the RFP submitted related to the scope of work.
- B. Proposer's written understanding of the proposed scope of work.
- C. Ability, capacity, and skill of Proposer to perform the services on a qualified and

- timely basis.
- D. Experience, expertise, and qualifications of the Proposer and its team members to be designated for this Project.
  - E. The sufficiency of financial resources and ability of the Proposer to perform the scope of services.
  - F. The quality, availability, and adaptability of the Proposer's services as related to the proposed scope of work.
  - G. Proposer's success record on similar projects.

After staff's evaluation, it was unanimous that CTS is the better firm to perform the work. Furthermore, CTS is more familiar with the Project, having performed the geotechnical investigation during the pre-construction phase and staff was very satisfied with their work. On July 11, 2017, upon staff's recommendation, Council approved the agreement with CTS with an original contact amount of \$264,407.00.

Currently, the Project is over fifty percent completed, but additional services were needed during the earlier phases of the project that were outside CTS's original scope of work. These additional services included the following:

- 1) Slurry wall - During the construction of the slurry wall, the production for slurry wall required additional desanding efforts, and five slurry wall panels was extended in order for the panel to key into a more competent soil. This resulted in additional testing by CTS.
- 2) Micropiles - During the construction for the micropiles, significant additional inspections and proof/performance tests were required to improve quality control.
- 3) Dowel torque testing - City project team had to torque test 100% of the dowels instead of the random 10% subset of the horizontal dowels. On many of these dowel torque tests the City project team asked the general contractor to replace the form savers with drilled and epoxy set dowels.
- 4) Rebar inspections - CTS provided additional inspections at numerous locations due to rebar that was miss-aligned and had to be reset.
- 5) Mat slab concrete pours - The general contractor wanted to pour the mat slab in 2 sections in the beginning of the project, and later this was changed to 4 concrete pours. CTS conducted additional concrete sample collections due to the increase in the number of concrete pours.
- 6) #4 Wall dowels - approximately 6,500 wall dowels are being installed and Thornton Tomasetti (Structural Engineer) required 100% of the install to be observed by special inspectors and 10% of the installed dowels to be pull tested. CTS conducted these inspections. This requirement was implemented to improve quality control processes.

All of the above additional and overtime inspections were outside the original scope of work, and these additional services have impacted the original contract budget, and an additional \$100,820.23 is required for CTS to complete their services for the Project. With this first amendment, the new contact amount would be \$365,227.23 and the City Manager recommends

approval of the amendment to ensure the continued quality of the construction of the Project.

**ALTERNATIVE ACTION:**

Council may choose not to approve the first amendment however, not having CTS performing inspections will not guarantee the quality of the construction of the EQ Basin. Therefore, this alternative action is not recommended.

**RELATION TO CITY GOALS AND WORK PLAN:**

Approval of the construction contract is consistent with the following Council adopted Goals:

- ***Stewardship of City Infrastructure and Maintaining a Safe Community***: This project will repair City sewer collection system and would help reduce Inflow & Infiltration.

**FISCAL IMPACT:**

The fiscal impact will be in the amount of \$100,820.23. This will increase the original contract amount of \$264,407.00 to \$365,227.23. No additional budget authority is being requested by staff as this amount can be covered by the approved project budget.

**ORIGINATED BY:**

Waste Water Treatment

**ATTACHMENT LIST:**

Attachment 1 - First Amendment to Consultant Services Agreement (CTS) signed (PDF)