



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

7/10/2017

SUBJECT:

Approval of Consultant Agreement Between the City of Pacifica and Construction Testing Services, Inc., in the Amount of \$264,407 for the Wet Weather Equalization Basin Project Material Testing and Geotechnical Services

RECOMMENDED ACTION:

Move to approve the consultant agreement between the City of Pacifica and Construction Testing Services, Inc. in the amount of \$264,407 for the Wet Weather Equalization Basin Project material testing and geotechnical services and authorize the City Manager to execute the agreement.

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BACKGROUND/DISCUSSION:

The Wet Weather Equalization Basin Project (Project) is one of the 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 Equalization Basin. Due to the complexity of the Project, the City needs the services of a consultant that specializes in providing quality assurance special inspections, materials testing and geotechnical services during construction.

Staff issued a Request for Proposals (RFP) to four qualified firms to provide the necessary quality assurance special inspections, materials testing and geotechnical services for the Project. Staff received proposals from two firms - APEX Testing Labs ("APEX") and Construction Testing Services, Inc ("CTS"). Staff evaluated the proposals and results 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.

During the evaluation process, staff was perplexed that APEX's cost proposal was \$21,100, which is only 8% of CTS' cost proposal of \$264,407. While both firms' hourly rates for labor and laboratory testing are within professional standards, the difference in cost can be attributed to APEX's lack of understanding on the amount of time and testing needed for this Project, which led to the significantly insufficient proposal. It became apparent to staff that APEX did not take the time to research and understand the breath of the Project and its complexity.

The Scope of Work was clear in the RFP that the consultant is required to be on-site for more than half of the Project's duration to perform quality assurance special inspections, materials testing and geotechnical services, especially during the installation of the slurry wall, the concrete basin and its reinforcement and embedded assemblies, fiberglass railings and ductwork, as well as trench excavation and backfilling. CTS proposal was for almost 200 days of inspection on site, while APEX only proposed 18 days on site. Furthermore, CTS estimated to perform 465 concrete compression tests while APEX only had 16. CTS also included in its proposal the time and testing needed for scope of work mentioned above, but APEX only included the time and testing during excavation and backfill and concrete inspection and testing.

Staff did further research and discovered that although the RFP clearly instructs prospective firms to register through Barker Blue (job advertising company) and to download a copy of the Project's plans and specification for reference, APEX never registered. It therefore appears that APEX did not have the full plans and specifications necessary to submit a proposal that truly aligned with the needs of the Project.

Furthermore, CTS is familiar with the Project due to its having performed the geotechnical investigation during the pre-construction phase and staff was very satisfied with its pre-construction work.

Staff believes that CTS's cost proposal of \$264,407 is very reasonable and in-sync with the magnitude and complexity of the Project needs. This total cost breaks down into \$179,000 worth of labor cost (\$125/hr for approximately 200 days at 4 to 8 hours a day) performing quality assurance special inspections, materials testing and geotechnical services on-site during construction and \$85,407 for offsite laboratory testing, inspections and quality assurance engineering peer review. This amount also falls within staff's estimate of \$257,000 to provide

these special inspections.

Based on the evaluation of the two submittals, it is staff's recommendation that the Council approve the agreement with CTS to perform the quality assurance special inspections, materials testing and geotechnical services necessary for the successful completion of the Wet Weather Equalization Basin Project.

ALTERNATIVE ACTION:

The alternative actions Council may choose are: 1) reject staff recommendation and not approve the consultant agreement; 2) instruct staff to re-issue the Request for Proposal (RFP) and repeat the selection process. However, both actions will result in Project delay and not meet the deadline set in the Cease and Desist Order. Staff, therefore, does not recommend these alternate actions.

FISCAL IMPACT:

Fiscal impact for the Quality Assurance, Materials Testing and Geotechnical Support Cost is \$264,407. This amount is included in the City Council approved Project budget of \$24.5 Million. Therefore, no additional budget authority is being requested.

ORIGINATED BY:

Waste Water Treatment

ATTACHMENT LIST:

Attachment 1 - CTS Consultant Services Agreement (PDF)