



Item Number 5

Agenda Summary Report

To: Mike Prinz, General Manager
From: Michael P. Cortez, PE, District Engineer *MPC*
Meeting Date: October 1, 2020
Re: Approve Change Order for Relocation of Secondary Clarifier #1 and Contract Amendment with Aqua Engineering Secondary Treatment Plant Upgrade and Recycled Water Expansion
Item Type: Consent X Action _____ Information _____ Other _____
Standard Contract: Yes X No _____ (See attached) Not Applicable _____

STAFF RECOMMENDATION

Board to approve and authorize the General Manager to execute [1] a contract change order for relocation of Secondary Clarifier #1 in the amount not to exceed \$909,777 and [2] a contract amendment with Aqua Engineering in the amount of \$38,750.

BACKGROUND

The design and construction management team of the Secondary Treatment Plant Upgrade and Recycled Water Expansion (Project) consisting of District staff, Aqua Engineering, Brown & Caldwell, EOA, and Kennedy Jenks has completed the evaluation of the as-bid location of Secondary Clarifier #1 (SC #1) and concluded that it is advantageous to relocate the clarifier to the existing Primary Biofilter site as shown in the attached map. The analysis is part of District staff's on-going holistic approach for better land management at the plant as related to the Administration Building Site Evaluation by MWA Architects and Flow Equalization Basin Design by Hazen & Sawyer.

As discussed with the engineering subcommittee on October 5, 2020, the advantages of relocating SC #1 to the existing location of Primary Biofilter site are as follows:

- Frees up one large area for future uses as opposed to leaving two isolated, smaller areas.
- Provides better potential location of a future Flow Equalization Basin.
- Provides an option to repurpose existing SC#1 for short-term flow equalization.
- Accelerates the project schedule by reducing Phase 3 duration up to 4 months.
- Reduces extended overhead from other time impacts, such as PG&E delays, currently estimated at 100+ days.

Land acquisition adjacent to the plant is no longer an option for the new administration building and/or a flow equalization basin, which accentuates the importance of site layout efficiency.

Kennedy Jenks has requested a preliminary cost estimate for the relocation and Myers & Sons Construction (Contractor) provided a range of \$555,000 to \$909,777 depending on extent of rock



excavation. Uncertainties due to underground construction and unforeseen site conditions will be monitored and administered on time-and-materials basis.

The proposed relocation cannot be done without additional design work by the Engineer of Record. In response to Staff's request, Aqua Engineering has submitted a proposal in the amount of \$38,750 for additional design services for SC #1 relocation. Staff has reviewed the proposal and deemed the estimate reasonable.

SC #1 Relocation Cost Estimate:

	<u>Low:</u>	<u>High:</u>
• Excavate new location (Primary Biofilter site)	\$ 154,552	\$ 154,552
• Yard piping	\$ 139,864	\$ 139,864
• Credit for existing SC #1 demolition*	< \$ 43,000 >	< \$ 43,000 >
• Shoring	\$ 275,625	\$ 275,625
• Rock excavation	\$ 187,959	\$ 422,736
• Time savings	< \$ 160,000 >	< \$ 40,000 >
Total	<u>\$ 555,000</u>	<u>\$ 909,777</u>

* - under negotiation

Funding Source:

The SC #1 relocation change order will be funded through the remaining construction contingency of \$2,764,153 shown as follows:

• Project Contingency	\$ 6,800,000
• Contract Change Orders	< \$ 4,035,848 > (w/o UV Credit)
Subtotal	<u>\$ 2,764,153</u>
• Secondary Clarifier #1 Relocation	< \$ 909,777 >
• Remaining Contingency	\$ 1,854,375

Budget Summary with SC#1 Relocation:

• Original Contract Amount	\$ 48,622,939
• Contract Change Orders	\$ 1,839,363 (with UV Credit)
• Secondary Clarifier #1 Relocation	<u>\$ 909,777</u> (not to exceed estimate)
• Revised Contract Amount	\$ 51,372,079

PREVIOUS BOARD ACTION

1. Award of contract to Myers & Sons Construction, LLC for construction of STPURWE project on November 15, 2018.
2. Approval of a 5% construction contingency on November 15, 2018.
3. Approval of a 6.5% construction contingency increase on February 20, 2020.
4. Approval of 2.5% construction contingency on August 20, 2020.
5. Deletion of UV alternate bid items on March 14, 2019.
6. Authorization of UV deletion cost change order on August 20, 2020



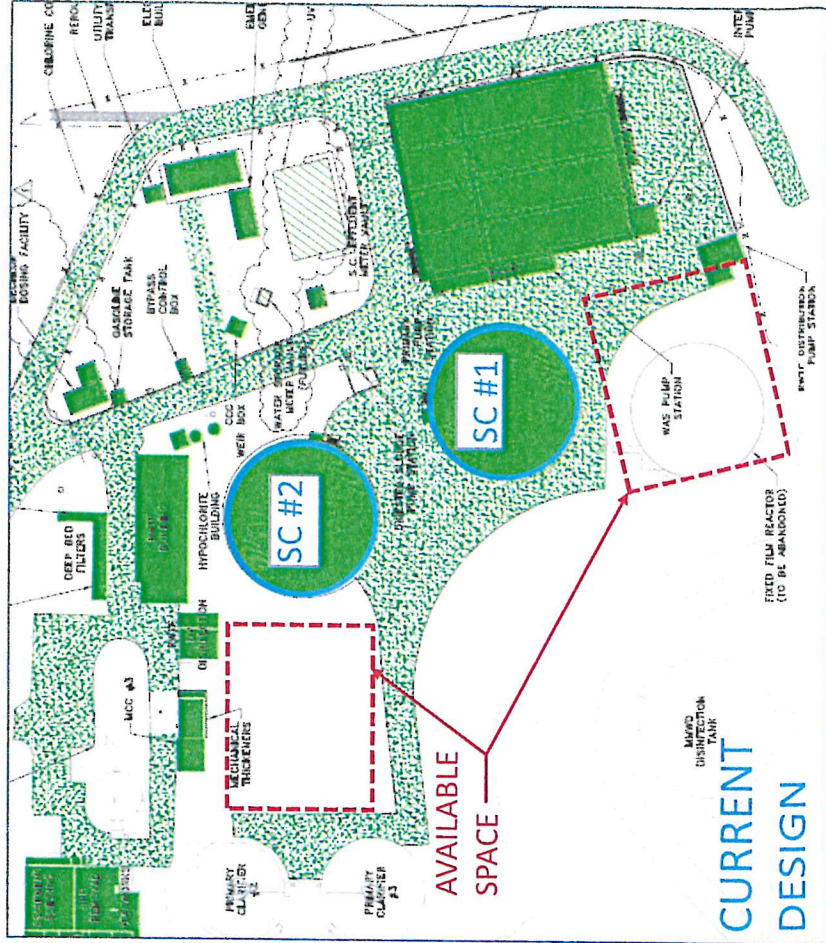
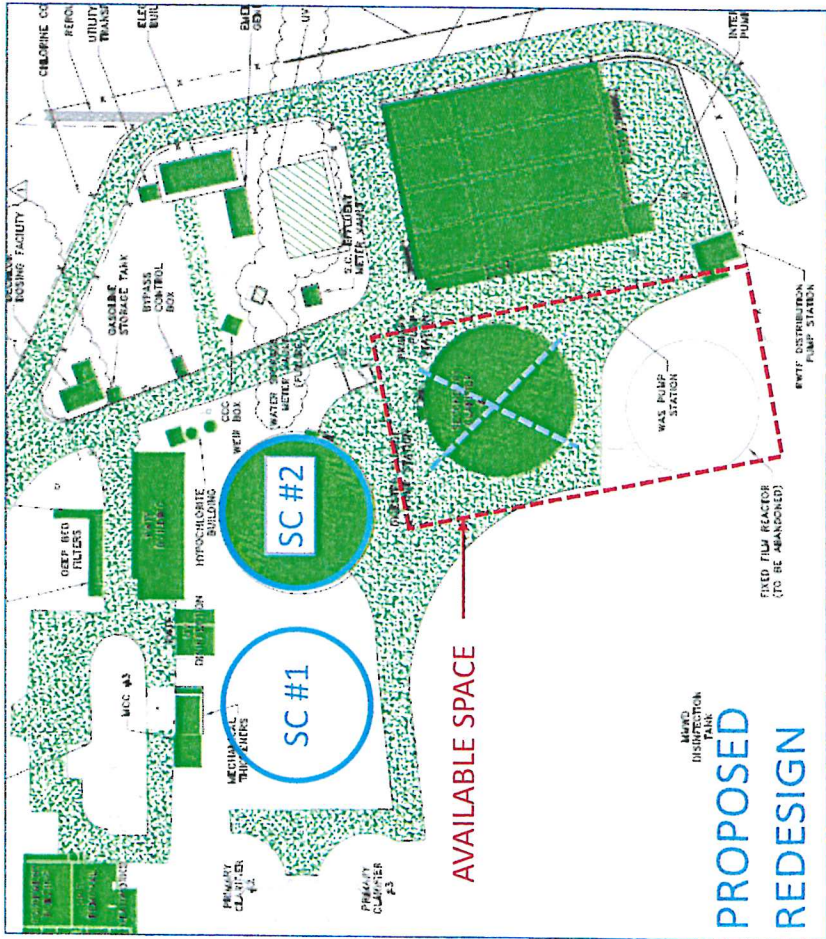
ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Not to Exceed \$948,527. Funding for the change order will be accommodated by remaining project contingency, however final costs for the work will depend on project delay cost negotiations that will [1] occur at the end of the project and [2] be a function of final project schedule, which should be improved as a result of the secondary clarifier relocation proposed herein.

SC #2





September 21, 2020

Mike Cortez, P.E.
 Las Gallinas Valley Sanitary District
 300 Smith Ranch Road
 San Rafael, CA 94903

Re: Las Gallinas Valley Sanitary District – Additional Engineering Services for the Las Gallinas Secondary Treatment and Recycled Water Plant Upgrade Project – Relocate SC#1

Dear Mr. Cortez:

AQUA Engineering (AQUA) thanks you for the opportunity to work with the Las Gallinas Valley Sanitary District (District) on this project. The District identified additional items to be added to the scope of this project, specifically associated with relocating Secondary Clarifier (SC) #1. Design drawings will have to be assembled for this change to take place and AQUA proposed the following to accomplish this work:

Item Description	Associated Fee
1. Initial Design Review Meeting – AQUA will meet with the District to review the proposed changes, finalize yard piping layout, depth of piping, and grading/paving associated with the clarifier change. This information will be used as the basis of the changes. If additional reviews and/or changes are requested after the review meeting, additional costs may be incurred.	\$5,000.00
2. Drawing Changes Associated with the Relocation of SC #1 – The District desires to relocate the new SC#1 from the existing clarifier location to the primary biofilter location. This change allows both new clarifiers to be constructed at the same time, thus reducing the overall project timeline. It is anticipated this change will also reduce costs associated with both the contractor and District consultants through the time reduction. Additionally, this change will leave the existing SC intact and available for use as immediate equalization volume for the existing plant. The drawings have been reviewed and it is determined that the following changes are required: <ul style="list-style-type: none"> • Sheets with minor changes – 31 • Sheets with major changes – 18 • Sheets added or removed – 5 The estimated cost for these updates is \$500/sheet with minor changes and \$1,000/sheet with major changes, and \$50/sheet for adding/removing sheets.	\$33,750.00
<u>TOTAL CHANGE</u>	\$38,750.00

This work can be added on a time and materials basis for a budget amount of \$38,750.00 to be billed monthly. It is anticipated the work will be accomplished six (6) weeks from notice to proceed from the District.

Any additional services requested in excess of those listed above will be performed at the rates and fees shown in the attached Exhibit A. This would include addition review meetings or proposed changes to the design subsequent to the initial review meeting. If this proposal meets with your approval, please sign

September 21, 2020

Mike Cortez -- Additional Engineering Services, Relocate SC#1

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below and return one copy to our office. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due thirty days from the date of invoice.

If additional information is required please contact me.

Sincerely,



Justin R. Logan, Principal
AQUA Engineering

Accepted by:

(Print Name)

Authorized Signature

Date

Attest: (If Required)

(Print Name)

Authorized Signature

Date

AQUA Engineering/Client Standard Terms and Conditions

533 West 2600 South, Suite 275; Bountiful, UT. 84010

Phone: 801-299-1327 Fax: 801-299-0153



I. SCOPE

AQUA Engineering (AE) agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of AE shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to AE will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, AE's standard billing rates shall apply.

III. RESPONSIBILITY

AE is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. AE shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AE shall act as agent of Client. AE's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of AE's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. AE shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

IV. INDEMNIFICATION

AE agrees to indemnify, defend, and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of AE, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall AE be responsible or liable to the other for any incidental, consequential, or other indirect damages. The Client agrees to limit AE's liability for the Client's damages to AE's fee.

V. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

VI. INSURANCE

AE shall maintain during the life of the Agreement the following minimum insurance:

1. **Comprehensive general liability** insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000
3. **Statutory Worker's compensation and employers' liability** insurance as required by state law.
4. **Professional liability** insurance with limits of not less than \$1,000,000.

VII. SUBCONTRACTS

AE shall be entitled, to the extent determined to be appropriate by AE, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or AE without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and AE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any Task Order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

X. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the AE office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by AE hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on AE's performance of its services hereunder.

XIII. WORK PRODUCT

AE and Client recognize that AE's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify AE against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

Any signed, stamped and dated Construction Documents prepared by the Consultant are the Work Product. CADD files are furnished for convenience only. The transfer of the CADD files for use by the Client shall not be deemed a sale and the Consultant makes no warranty, either express or implied, of merchantability or fitness for any particular purpose.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to AE, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. AE shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then AE shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
2. **By AE.** By written notice to Client, AE may suspend the Work if AE reasonably determines that working conditions at the Site (outside AE's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by AE that are interfering with the normal progress of the Work. AE's suspension of Work hereunder shall be without prejudice to any other remedy of AE at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows

1. **Client** (a) for its convenience on 30 days' notice to AE, or (b) for materially breaches this Agreement through no fault of Client and AE neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to AE.
2. **By AE** (a) for cause, if Client materially breaches this Agreement through no fault of AE and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after AE has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or AE in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AE shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of AE by Client for cause, AE shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the AE Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal

Engineer

Client

EXHIBIT A

Position	Hourly Rate
Principal Engineer	\$160
Senior Engineer	\$140
Project Engineer	\$110
Designer	\$95
Project Assistant	\$60
Construction Manager	\$100