



County of Fresno

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Legislation Text

File #: 16-0719, **Version:** 1

DATE: September 27, 2016

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director
Department of Public Works and Planning

SUBJECT: Agreement with Golder Associates, Engineering Consultant for the American Avenue Disposal Site - Phase III, Modules 7 & 8 Excavation and Liner System Construction Project

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute an agreement with Golder Associates, to provide engineering services for the American Avenue Disposal Site - Phase III, Modules 7 & 8 Excavation and Liner System Construction Project (\$650,000).

Approval of the recommended action will authorize the Chairman to execute an Agreement with Golder Associates (Consultant) for engineering services related to the American Avenue Disposal Site (AADS) Phase III Modules 7 & 8 Excavation and Liner System Construction Project (Project). Consultant services will include: preparation of a portion of the specifications; preparation of a Construction Quality Assurance (CQA) manual and performance of CQA services and Construction Management (CM) services during construction.

ALTERNATIVE ACTION:

If the recommended action is not approved, staff may be directed to begin negotiations with the second ranked firm from the consultant selection process, which will delay the Project. In addition, other projects at the AADS may also be delayed.

FISCAL IMPACT:

There is no Net County Cost associated with the recommended action. Funds to pay the consultant fees are included in the Department of Public Works and Planning - Resources, American Avenue Landfill Org 9026 FY 2016-17 Adopted Budget.

Consultant maximum fees to provide engineering services for the Project is \$650,000. This maximum amount is based on the negotiated not-to-exceed fee of \$531,700 and \$118,300 contingency to cover any extra services that might be required by subsequent changes to the scope of work, which could be necessitated by causes such as unknown site conditions or a longer than anticipated construction period.

DISCUSSION:

The AADS serves as the regional landfill for Fresno County and is currently receiving approximately 1,900 tons per day of solid waste. Phase III of the AADS is a recently developed fill area encompassing approximately 250 acres and 12 modules. Modules 7 & 8 will cover 35 acres and will have a composite liner system to meet State and Federal requirements (see Location Map).

CQA monitoring is required by the Regional Water Quality Control Board (RWQCB) to ensure that construction is carried out according to a CQA plan, as approved by the RWQCB, meeting the requirements of State and Federal regulations. State law requires that a Report of Construction, signed by a Registered Civil Engineer or Certified Engineering Geologist, be submitted for approval by the RWQCB. Furthermore, the Consultant will provide CM services to ensure Contractor compliance with the scope and intent of the Project plans and specifications.

In accordance with the County Ordinance governing the selection and compensation of architectural and engineering consultants for major projects, a Request for Proposal (RFP) to provide consultant services for the Project was issued on March 11, 2016. Proposals were received from Golder Associates and TRC Solutions on April 28, 2016.

Both proposals were reviewed by a Selection Committee, which included representatives from the Department's Design and Resources divisions and the CAO's office. The Committee evaluated the respondents' proposals based on Board approved criteria for selection and elected to invite both firms to interview. The two firms were interviewed on May 17 and 18, 2016. At the end of each interview, the respective firm submitted an estimated fee based on the tasks and requirements in the RFP.

After interviewing the two consultant firms and considering the qualifications and experience of each, the Committee unanimously felt that Golder Associates was the most qualified candidate. Accordingly, the fee proposal from Golder Associates was opened and the Department negotiated an agreement to perform the engineering services.

The recommended agreement contains a minor change to the standard Indemnification clause used in County agreements. Golder Associates indicated that the County boilerplate Indemnification clause was too broad and requested the addition of the word "negligent" to the Indemnification clause in order to satisfy State statutes and Golder's professional liability carrier.

The revised language is as follows: Section XV. HOLD HARMLESS, Paragraph A. "CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the negligent performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement."

The Department has discussed the proposed change with Risk Management. Risk Management indicated that they do not recommend changes to the standard language, but stated that it would be the Department's ultimate decision to make a final recommendation. The Department reviewed California Civil Code section 2782.8 and has determined that the addition of the word "negligent" is unobjectionable as this contract is for "design professional" services as defined therein. Staff recommends moving forward with Golder Associates' suggested changes based on their high qualifications and exemplary performance on Phase III, Modules 4, 5 & 6.

The Consultant will be paid on a "time and materials" basis for all work, and the maximum not-to-exceed amount is \$650,000 as shown in Exhibit E of the agreement. This includes fees for services under the defined scope amounting to \$531,700, and a \$118,300 contingency to cover any extra services that might be required by subsequent changes to the scope of work, which could be necessitated by causes such as unknown site conditions or a longer than anticipated construction period. Task allotments may be shifted to other tasks by the County's contract administrator, if needed. This flexibility is necessary to ensure that the work is completed without costly and avoidable delays, and within the confines of the overall Project budget.

The total Project cost, including design, administration, construction, inspection, and consultant CQA monitoring, is estimated to be approximately \$7.5 million. The advertisement and award of the construction contract for this Project will be brought before the Board at a later date. Construction is anticipated to commence in June 2017 and is expected to be completed by September 2017.

ATTACHMENTS INCLUDED AND/OR ON FILE:

Location map
On file with the Clerk - Agreement with Golder Associates, Inc.

CAO ANALYST:

John Hays