

Background

1. Proposals were accepted only from those pre-qualified proposers resulting from RFVQ 16-500407.
 - a. Garney Companies, Inc.
 - b. Granite Inliner, LLC (Formally known as Layne Inliner, LLC)
 - c. Brown and Caldwell Construction, Inc.
 - d. Western Summit Construction, Inc.
 - e. Insituform Technologies
 - f. John D. Stephens, Inc.
2. Three (3) proposals were received for this project from the pre-qualified proposers:
 - a. Garney Companies, Inc.
 - b. Granite Inliner, LLC (Formally known as Layne Inliner, LLC)
 - c. Western Summit Construction, Inc.
3. DWM approved recommendation April 10, 2018
4. BOC Approval Date: May 22, 2018

CO2

Per DWM, the vendor was almost done with the existing sow when a soil contamination issue was discovered.

CO3

1. DWM provided a 2.25.22 CO3 Request that didn't align with the various statements made to P&C across multiple conversations and meetings (3.17.22, 4.7.22, 5.4.22). Another request was made for an updated CO3 Request document and the final version was received 5.26.22.
2. The RFP and contract included a cost proposal that requested lump sum pricing for listed projects. No request was made for detailed pricing supporting the provided lump sum prices. It's unclear how the evaluation committee scored pricing without determining if the lump sum prices were in fact comparable.
 - a. The previously assigned Procurement Agent that participated on the evaluation committee is no longer employed with the County.
 - b. On 5.23.22, DWM advised: after the NTP, DWM had numerous meetings with the vendor to negotiate the final Measurement & Payments (how line items were to be performed and paid) and Schedule of Values (SOV) that led to the current information both parties are using to move forward in the contract.
 - 1) This is not information that was included in the original solicitation or contract.

2) In order to pay monthly payments for work completed, it was necessary for DWM to get a SOV of line items that structured how each listed project would be completed and paid.

3) P&C pointed out its concerns with the initial SOV deviating from the BOC cost proposal award and no change order being submitted to request this deviation.

3. The vendor provided a cost estimate based on DWMs request for additional services. P&C mentioned concerns found with the line items and DWM provided the below information:

a. Owner Directed Allowance

1) These numbers are low because they are back-ups. The line items are meant to be for everything needed to complete that line item. In the event that the vendor runs into something unexpected, these items will be the fall-back amounts.

2) Geotechnical Exploration for Rock

Per DWM, this is meant for testing if we run into a problem.

3) Material Pricing Escalation

Vendor included a quote for material pricing escalation. Per DWM, it's meant to allow for any additional industry price changes in materials.

4) Traffic control

Per DWM, though there is a line item for this task under each project, there is also an allowance for it to cover police directed traffic control. This type of traffic control isn't included under each project because it may not be needed.

4. Per DWM, the funds that were allocated for the work not completed under Projects 1&4 were reallocated to the allowance and used for other projects, a new project, and overruns found within DB Pkg 3. Now that it was determined that Projects 1&4 needed to be completed, that funding needs to be replenished and increased due to increased material costs and scope increase.

a. P&C pointed out its concerns with how the reallocation of funding was processed for projects and line items that either never existed or exceeded the amounts awarded per the submitted cost proposal.

1) DWM staff and consultants replied that the vendor submitted a SOV that deviated from the submitted cost proposal. DWM further advised that this was allowed due to the solicitation/contract allowing for negotiations that were within the guaranteed max price. It is still unclear who in DWM approved a SOV submittal that deviates from the awarded cost proposal.

5. Per DWM, Project 5 has a \$3.7M estimate for the redesign and relocation work resulting from the discovery of soil contamination. It's unclear how much the final costs will add to the total project cost. Due to the in field discovery and until the revised work is completed, this project includes escalating and ongoing bypass pumping costs.

6. Per DWM, Melanie Ct was an emergency. T. Rhinehart, R. Wells, and M. Houser authorized starting a portion of this project. This location was in the news as a repeat sewer spill site that needed to be resolved.

7. Though M. Houser was present during some of the group meetings, DWM staff and consultants continued to describe liberties taken that didn't align with the solicitation or contract language as understood by the CIP Procurement Manager or the CIP Auditor (ex. what decisions were allowed under a Guaranteed Max Price structure under this contract without receiving additional BOC approval).

M. Houser indicated that the CO must move forward and DWM, as well as the Administration, would be present during the BOC mtgs to answer any questions received.

8. LSBE

Per the LSBE Program Office, Lori's Transportation was bought by another company. At this time, the LSBE Program Office still considers this vendor as a LSBE subcontractor and will continue to count their LSBE dollars under this contract.

Change Order No. 4

Amendment/Change Order No. 4 is being proposed to allow the Design Builder to complete the remaining work for Gravity Sewer System Rehabilitation and Replacement - Package 3. **Property owner easement negotiations significantly extended the completion schedule causing delay to completing construction of the two remaining Projects 1 and 4. All the easements have not yet been acquired.** DWM is still waiting on one easement on project 1, and two easements on project 4. One issue is that a homeowner has recently passed away, making it difficult to obtain the easement. Possibly in the next 1-2 months they can all be acquired.

Time delays occurred due to unanticipated conflicts with utilities on Rockbridge Road. On Rockbridge, there was a leaking storm drain that the contractor wasn't aware of, this created issues in getting across the road. An Atlanta gas line was relocated on Rockbridge. The projects also experienced unexpected delays and increased costs due to an **increased quantity of rock and unsuitable soil encountered during construction.**

Therefore, the proposed performance time extension and additional funds will allow the Design Builder to complete the remaining scope of work for Projects 1 and 4.

As of 10/17/23, I (Nia) have touched base with Jessica Johnson for LSBE spend; it is still in progress.