



AGENDA ITEM NO. 1 M
 COUNCIL MEETING 6/9/2011

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

June 9, 2011

FROM: PATRICK N. WIEMILLER, Director
 Department of Public Utilities

BY: STEPHEN A. HOGG, Assistant Director
 Department of Public Utilities, Wastewater Management Division

SUBJECT: APPROVE AMENDMENT TO AGREEMENT WITH TAYLOR TETER PARTNERSHIP, LLP, A LIMITED LIABILITY PARTNERSHIP, FOR THE MODIFIED SCOPE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF BUILDING ENHANCEMENTS AND RENOVATIONS FOR THE SECONDARY PROCESS OPERATIONS BUILDING AT THE FRESNO/CLOVIS REGIONAL WASTEWATER RECLAMATION FACILITY (COUNCIL DISTRICT NO 3) FOR A NET INCREASE OF \$29,000

RECOMMENDATION

Staff recommends the City Council approve an amendment to the contract with Taylor Teter Partnership, LLP, for increased scope as part of the architectural and engineering services for the design of building enhancements and renovation for the Secondary Process Operations Building (SPOB) located at the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRF) for a net increase of \$29,000.

EXECUTIVE SUMMARY

In November 2010, the City entered into an agreement with Taylor Teter Partnership, LLP, for the design of the SPOB enhancements and renovation. During the Schematic Design Phase, staff determined that the objectives of the project could be better met by modifying the scope. Staff recommends amending the scope of services to include the design of two slightly smaller storage structures that includes storage for hazardous materials, building materials, and pesticides rather than one large structure. If approved, this amendment would add \$29,000 to the original \$245,000 design contract and an additional 14 days.

BACKGROUND

The SPOB was constructed in 1975 for the purpose of processing wastewater sludge. Constructed entirely of cast-in-place concrete, the first floor of the SPOB consisted of a shop, two pump rooms, tool storage, paint storage, and lube oil storage. The second floor was primarily devoted to processing functions and consisted of a centrifuge room, a sludge processing room, and an operator's office. The third floor consisted of a control room, a conference room, and an office. The relatively limited dewatering capabilities and obsolescence technology of the equipment in the building, led to the under utilization of the SPOB. The equipment and processing in the SPOB were decommissioned in 1995 with the completion of the 68 mgd upgrade project. Since decommissioning, the SPOB has been used primarily for storage of documents, tools, and other materials.

REPORT TO THE CITY COUNCIL

Amendment to Contract with Taylor Teter, LLP

June 9, 2011

Page 2

In an effort to improve efficiencies, the Wastewater Management and Sewer Maintenance Divisions of the Department of Public Utilities have initiated consolidation of services. This consolidation will be enhanced by the relocation of the Sewer Collection Systems Maintenance staff to the RWRF as soon as facilities can be provided. It has been determined that, with some enhancements, the SPOB can provide an ideal location for Collection Systems Maintenance (CSM) operations and provide additional space for existing Wastewater functions.

In November 2010, the City entered into an agreement with Taylor Teter Partnership, LLP, in the amount of \$245,000 for the design of building enhancements to the SPOB. The SPOB will be brought into conformance with current Americans with Disabilities Act and the appropriate California Building and Energy Codes. This agreement also provided for the design of a storage canopy for CSM and Wastewater vehicles and equipment. A single 20,000 sq ft pre-engineered canopy structure was thought to be sufficient to provide storage for Collection Systems Maintenance's vehicles and equipment. However, during the Schematic Design Phase, it was determined that two 15,000 sq ft canopy structures would better accommodate CSM's fleet combined with Wastewater's specialized equipment. In addition, secured storage space would be needed for the safe and OSHA compliant storage of hazardous materials, pesticides, building materials, lube oil, and others. This amendment will provide for the design of two canopy storage structures with secured storage rather than one and the associated increase in design of site work.

The Council may approve the contract amendment in the amount of \$29,000 to Taylor Teter Partnership, LLP. The amendment will add \$29,000 to the original contract compensation increasing the total compensation to \$274,000. The amendment has been "Approved as to Form" by the City Attorney's Office.

ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines Section 15378 the award of this contract does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

FISCAL IMPACT

This project was identified in the five year capital improvement plan and included in the adopted five year rate model. Funds for the design of this project were budgeted in the 2011 Sewer Enterprise Fund.

Attachments:

- Fiscal Impact Statement
- Consultant Agreement
- Vicinity Map

FISCAL IMPACT STATEMENT

PROGRAM: SPOB UPGRADE AND NEW VEHICLE/EQUIPMENT STORAGE FACILITY

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$29,000.00</u>	_____
Indirect Cost	<u>\$ 0.00</u>	_____
TOTAL COST	<u>\$29,000.00</u>	_____
Additional Revenue or Savings Generated	<u>\$ 0.00</u>	_____
Net City Cost	<u>\$29,000.00</u>	_____
Amount Budgeted (If none budgeted, identify source)*	<u>\$29,000.00</u>	_____

*The funds for this contract exist in the current Sewer Enterprise Fund budget.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2011, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Taylor Teter Partnership, LLP, a California limited liability partnership (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated November 18, 2010, for professional architectural services for the SPOB – Building Enhancements Project at the Fresno/Clovis Regional Wastewater Reclamation Facility, hereinafter referred to as "Agreement;" and

WHEREAS, CITY desires to modify the Agreement to include provisions for an additional equipment storage structure; and

WHEREAS, CITY desires to add additional area and appurtenants to the previously included equipment storage structure; and

WHEREAS, the parties desire to modify the Agreement to extend the completion schedule and increase the compensation for additional design services.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Section 1(a)(4) of the Agreement for Part One is amended in its entirety to read as follows:

"(4) CONSULTANT shall provide a preliminary evaluation of the Project taking into consideration CITY'S estimate of the cost of construction ("Construction Budget") of \$4,077,688 including alternative approaches to design and construction of the Project."

2. Section 1(c)(8) of the Agreement for Part Three is amended in its entirety to read as follows:

"(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 70 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 14 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director."

3. Section 3(a) of the Agreement is amended in its entirety to read as follows:

"(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$254,000 and a contingency amount not to exceed \$20,000 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services."

3. Section 3(c) of the Agreement is amended in its entirety to read as follows:

“(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five Parts of CONSULTANT’S performance as follows: Part 1 – 8.46%, Part 2 – 16.93%, Part 3 – 47.54%, Part 4 – 6.20% and Part 5 – 20.87%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT.

4. The paragraph entitled “OVERVIEW” in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Provide design documents and support during bidding and construction for the adaptive reuse of the Secondary Process Operations Building (SPOB) and the accompanying Equipment Storage Structures located at the Regional Wastewater Reclamation Facility (RWRF).”

5. The section entitled EQUIPMENT STORAGE STRUCTURE in Exhibit A of the Agreement is amended in its entirety to read as follows:

“Design and provide construction support of two new 15,000 sq. ft. (approx.) steel canopy structures over concrete slab to be used as vehicle and equipment storage.

The consultant will design the foundations and provide the structural loading requirements for the pre-fabricated steel structures (performance specifications).

Contained within the covered area are storage areas for gear, supplies, pesticides, and other chemicals. These areas will be partitioned off with masonry, conventional wood or metal stud walls, or light gauge metal walls.

Adjacent to one of these storage structures will be a vehicle wash area equipped with high pressure/steam washing apparatus. Adjacent to one of the storage structures will be a pesticide mixing area. Both storage structures will be surrounded by asphalt pavement. The entire area will have adequate drainage connected to a grease/sand separator that empties into the facility’s existing plant drain system.

The electrical power for this structure will be fed from nearby main panel. It is anticipated that each structure will have 200 amp 120-208v subpanels. A gas line will be extended from the adjacent field maintenance building to one of storage structures for the steam washer.

Consultant is to design a water manifold with sufficient supply to fill water trucks. Consultant’s mechanical engineer will work closely with City’s process operations personnel to coordinate and design a successful system.”

6. Effective November 18, 2010, the section entitled “FEE PROPOSAL” in Exhibit A of the Agreement is deleted in its entirety.

7. Effective November 18, 2010, the terms "consultant," "Architect," and "MDC" as used in Exhibit A of the Agreement shall each mean and refer to CONSULTANT; and the phrase "The consultant will work closely with MDC Mechanical Engineers to develop" as used in the paragraph at the top of the second page of Exhibit A of the Agreement is amended in its entirety to read, "Consultant shall develop".

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

Taylor Teter Partnership, LLP,
a California limited liability partnership

By: _____
Patrick N. Wiemiller, Director
Public Works Department

By: _____
Name: RUSSELL F. TAYLOR

ATTEST:
REBECCA E. KLISCH
City Clerk

Title: PARTNER

By: _____
Deputy

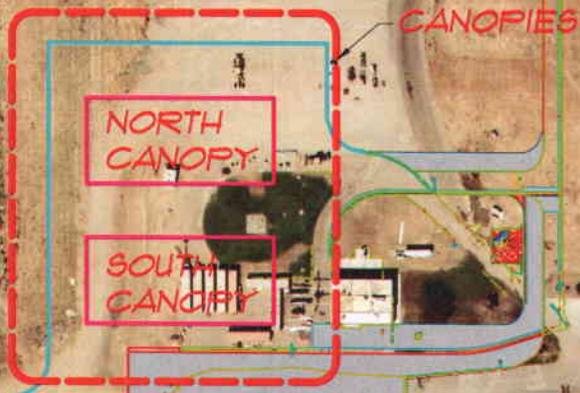
By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____ Date _____
Nancy A. Algier
Senior Deputy



NORTH
CANOPY

SOUTH
CANOPY

CANOPIES

SPOB
REHAB

