



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR**

**BY: MIKE LINN, ASSISTANT CITY ENGINEER**

**SUBJECT: CONSIDERATION OF A THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH GARING, TAYLOR & ASSOCIATES FOR THE WELL NO. 11 PROJECT, PW 2010-07**

**DATE: MARCH 11, 2014**

### **RECOMMENDATION:**

It is recommended the City Council:

1. Approve Amendment No. 3 to the Agreement for Consultant Services ("Third Amendment") with Garing Taylor & Associates to increase the "not to exceed" amount by \$25,000 for additional design and construction support services for the subject project; and
2. Authorize the Mayor to execute the Third Amendment.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The Capital Improvement Budget includes \$285,200 for the Well No. 11 Project. Approximately \$80,000 has been expended to date, leaving a remaining project balance of approximately \$205,000. The Third Amendment will increase Garing Taylor & Associates contract from \$76,321 to \$101,321. There are no additional impacts anticipated to staff time or resources.

### **BACKGROUND:**

The existing well is located on the south side of La Canada Street approximately 800 feet north of the intersection of James Way and was drilled and developed to provide irrigation water for the Rancho Grande project. The well was constructed in 1992 with a PVC casing that is 6 inches in diameter and 305 feet deep. The City acquired the well in 2009 as a condition of approval of Tract 1998 to help mitigate impacts of the project on the City's water supply.

On August 24, 2010 Council awarded a design contract for \$56,480 to Garing Taylor & Associates to rehabilitate the existing irrigation well and provide the appropriate treatment facilities for conversion of the well for domestic use. However, Garing Taylor & Associates could not proceed with the project design as it was predicated on resolution of issues regarding a formal well dedication from the developer, Taos Holdings. On February 14, 2012, Council accepted the well dedication and subsequently, approved a First Amendment to the Garing, Taylor & Associates Agreement to revive the agreement and extend the contract time to December 31,

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2013. On May 28, 2013, Council approved a Second Amendment to the Agreement, which increased the "not to exceed" amount by \$19,841.

**ANALYSIS OF ISSUES:**

During the course of performing the design contract, the City directed Garing Taylor & Associates to perform additional work as follows:

- Additional consultant and subcontractor costs for test pumping operations.
- Consultant selection and performance of an environmental determination;
- Revisions to design documents to respond to actual field conditions and test results;
- Renderings and architectural enhancements for the pump building to blend in with the surrounding neighborhood.

The Second Amendment to Consultant Services Agreement expired on December 31, 2013. The Third Amendment will revive the agreement and extend the term to December 31, 2015. The Third Amendment also increases the "not to exceed" amount of services from \$76,321 to \$101,321. All payments shall be verified on a monthly basis and the pricing is based on pre-established terms and hourly rates.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

- Approve staff's recommendation;
- Do not accept the recommendation; or
- Provide direction to staff.

**ADVANTAGES:**

Approval of the Third Amendment will enable Garing Taylor & Associates to complete the project design and continue to assist staff through the project's construction phase.

**DISADVANTAGES:**

The additional services will increase the project cost and may require a future transfer of funds. The amount of the future transfer will be dependent upon the actual construction bids received.

**ENVIRONMENTAL REVIEW:**

A determination on the environmental review will be performed by the consultant as part of the contract.

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SERVICES WITH GARING, TAYLOR & ASSOCIATES FOR THE WELL NO. 11  
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**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, March 6, 2014. The Agenda and report were posted on the City's website on Friday, March 7, 2014. No public comments were received.

**Attachments:**

1. Agreement for Consultant Services Amendment No. 3

**AGREEMENT FOR CONSULTANT SERVICES**

**AMENDMENT NO. 3**

This Third Amendment ("Third Amendment") to Agreement for Consultant Services ("CSA") by and between the **CITY OF ARROYO GRANDE** and **GARING, TAYLOR & ASSOCIATES** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**WHEREAS**, the parties entered into a CSA dated September 20, 2010 for the design and construction services for the Well No. 11, Project PW 2010-07; and

**WHEREAS**, the parties entered into a First Amendment to CSA dated June 12, 2012 for the Well No. 11 Design Services, Project PW 2010-07 to revive and extend the contract term to December 31, 2013; and

**WHEREAS**, the parties entered into a Second Amendment to CSA dated May 28, 2013 for the Well No. 11 Design Services, Project PW 2010-07 to revive and extend the contract term to December 31, 2013; and

**WHEREAS**, the parties desire to revive and further modify the CSA as set forth herein.

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement, shall be modified in its entirety to read as follows:

This Agreement shall be revived and extended and remain and continue in full force and effect through December 31, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. Section 2 ("SERVICES") shall be amended to include the additional services to the CSA as specified in Exhibit "A" attached hereto and incorporated herein by this reference.
3. Section 5 ("PAYMENT") shall be amended to Increase the "not to exceed" cost from \$76,321 to \$101,321.
4. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

**IN WITNESS WHEREOF, CITY and CONSULTANT** have executed this Third Amendment the day and year first above written.

**GARING, TAYLOR & ASSOCIATES**

By: \_\_\_\_\_

**CITY OF ARROYO GRANDE**

By: \_\_\_\_\_

**Jim Guthrie  
Mayor Pro Tem**

Work Description	Initial Budget August 2010	Amendment #2 Budget 5-28-2013	Perent Complete 1-31-14	Total Billed 1-31-14	Estimated Cost to Complete	Proposed Amended Budget	Cost Change from Previous Amendment	Reason for Cost Change
<b>1 Hydro-Geological Consultant</b>	<b>\$ 6,500.00</b>	<b>\$ 11,450.00</b>	<b>100%</b>	<b>\$ 12,356.85</b>	<b>\$ -</b>	<b>\$ 12,356.85</b>	<b>\$ 906.85</b>	Actual work performed
Cleath				\$ 11,586.85				
Welenco (Video Log)				\$ 770.00				
<b>2 Pump Test</b>	<b>\$ 10,500.00</b>	<b>\$ 17,435.00</b>	<b>100%</b>	<b>\$ 18,291.04</b>	<b>\$ -</b>	<b>\$ 18,291.04</b>	<b>\$ 856.04</b>	Actual work performed
Enloe				\$ 17,160.00				
Cleath				\$ 1,131.04				
<b>3 Civil P. S. &amp; E. + Const. Svc.</b>	<b>\$ 25,400.00</b>	<b>\$ 31,100.00</b>	<b>65%</b>	<b>\$ 28,006.34</b>	<b>\$ 15,384.00</b>	<b>\$ 43,390.34</b>	<b>\$ 12,290.34</b>	
P. S. & E.			86%	\$ 25,606.34	\$ 4,054.00			Delays, re-design treatment bldg.
Rendering			55%	\$ 2,400.00	\$ 2,000.00			Additional renderings
RFIs, Addenda, Bidding			0%		\$ 3,110.00			
Construction related Eng. Services			0%		\$ 6,220.00			
<b>4 Survey and Construction Staking</b>	<b>\$ 2,480.00</b>	<b>\$ 3,044.00</b>	<b>56%</b>	<b>\$ 1,706.85</b>	<b>\$ 1,337.15</b>	<b>\$ 3,044.00</b>	<b>\$ -</b>	no change anticipated
Topo Survey			100%	\$ 1,664.35				
Construction/Easement Staking				\$ 42.50	\$ 1,337.15			
<b>5 Electrical Engineer Consultant</b>	<b>\$ 8,800.00</b>	<b>\$ 9,856.00</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 9,856.00</b>	<b>\$ 9,856.00</b>	<b>\$ -</b>	no change anticipated
<b>6 CEQA Documents</b>	<b>\$ 2,800.00</b>	<b>\$ 3,436.00</b>	<b>90%</b>	<b>\$ 3,921.00</b>	<b>\$ 99.00</b>	<b>\$ 4,020.00</b>	<b>\$ 584.00</b>	Actual work performed
GTA				\$ 1,050.00				
Firma		\$ 2,970.00		\$ 2,871.00	\$ 99.00			
<b>TOTAL</b>	<b>\$ 56,480.00</b>	<b>\$ 76,321.00</b>		<b>\$ 64,282.08</b>	<b>\$ 26,676.15</b>	<b>\$ 90,958.23</b>	<b>\$ 14,637.23</b>	