



Council Meeting: August 4, 2009

SUBJECT: Amend an Existing Contract with Royston Hanamoto Alley & Abey to Provide Additional Consultant Services During Construction of Murphy Avenue Streetscape and Utility Improvements (F0907-08)

BACKGROUND

Approval is requested to amend an existing contract with Royston Hanamoto Alley & Abey (RHAA) to provide additional consultant services during construction of the Murphy Avenue Streetscape and Utility Improvements project. Council approval would add \$143,030 (\$123,030 for additional services and an increase of \$20,000 to the project contingency) for comprehensive support during construction.

On April 1, 2008, the City Council awarded a contract to RHAA for design services and preparation of construction documents for Murphy Avenue Streetscape and Utility Improvements project (RTC 08-091). After a City Council Study Session, the project was expanded to include renovation along Evelyn Avenue and Washington Avenue in the area to eliminate gaps. After the completion of design and the bidding process and in conjunction with the **Sunnyvale Works!** program, a construction contract for the project was awarded by Council on May 21, 2009 to Joseph J. Albanese Inc., for an amount of \$3,167,000 (RTC 09-130). The project includes improvement to utilities, new decorative streetscape surfacing, new street lighting, and related amenities. The work is phased to maintain access to all of the buildings, and minimize disruption to the businesses, residents and visitors in the construction area.

DISCUSSION

The original consultant contract with RHAA included a small amount of support during bidding and construction. Most of this effort was expended during the bidding period due to the great volume of interested contractors and level of detail and phasing in the bid documents. Although the exceptionally strong interest during bidding cost a great deal of consultant effort, it also resulted in good competition and bid results significantly less than the construction estimate.

The importance of supporting construction activities in a manner that provides good service, and minimizes disruption to the business community, customers and residents was emphasized with both the contractor and the consultant

following the City Council Study Session and several meetings with the Sunnyvale Business Association. The complex nature of this project warrants a high level of effort through the construction support phase. The existing site conditions and proposed improvements also require a high level of precision and sensitivity. One can expect some conflicts to occur due to unforeseen conditions that will necessitate swift support from the consultant.

The consultant services during construction include Civil Engineering, Electrical Engineering, and Landscape Architecture support. Other services include arborist review of installation of new utilities near mature trees. Consultant work includes review of contractor submittals, response to contractor requests for information, participation in weekly construction meetings, and related work.

The proposed contract amendment would increase the fee by \$123,030 for the additional services for the high level of support that will be required during construction. Staff recommends amending the contract to provide the services necessary to successfully support the construction of this project. Staff also recommends adding \$20,000 to the original contingency awarded by Council to have the resources available to be able to quickly respond to any unforeseen circumstances.

FISCAL IMPACT

The original consultant services agreement was for \$865,206 including a contingency of \$78,655. Most of the contingency was used to expand the improvement area to Evelyn and Washington Avenues, perform additional work necessary to meet grant requirements, including environmental work, and to revise utilities and phasing to shorten the construction duration and save money. The proposed additional fee of \$123,030 plus \$20,000 increase in the contingency (total of \$143,030) would revise the Council award to a total of \$1,008,236. There are sufficient funds available in project budget 826810.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council:

1. Amend an existing contract, in substantially the same form as the attached draft Amendment to Consultant Services Agreement, to Royston Hanamoto Alley & Abey (RHAA) for additional construction support services in the amount of \$123,030 to the Murphy Avenue Streetscape and Utility Improvement Project; and
2. Increase the project contingency by \$20,000 from \$78,655 to \$98,655.

Reviewed by:

Marvin A. Rose, Public Works Director
Prepared by: Hira Raina, Assistant City Engineer

Reviewed by:

Mary J. Bradley, Director of Finance

Approved by:

Gary M. Luebbers
City Manager

ATTACHMENTS

- A. Amendment to contract with RHAA

ATTACHMENT A

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND ROYSTON HANAMOTO ALLEY & ABEY (RHAA)
TO DEVELOP DESIGN AND PREPARE CONSTRUCTION DOCUMENTS FOR
STREETSCAPE, WATER AND SANITARY SEWER LINES ON MURPHY STREET**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ROYSTON HANAMOTO ALLEY & ABEY (RHAA) ("CONSULTANT").

WHEREAS, on April 16, 2008, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services to develop a design and prepare construction documents for streetscape, water and sanitary sewer lines on Murphy Street in the City of Sunnyvale, California; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 1. Services by CONSULTANT
Replace this section with the following:

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work", and Exhibit "A-1" entitled "Construction Support Additional Services Request". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Aditya Advani to this project, and act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Section 2. Notice to Proceed/Completion of Services
Replace Section (b) with the following:

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibits "A" and "A-1", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A") and Construction Support Additional Services Request (Exhibit "A-1"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Section 4. Payment of Fees and Expenses

ATTACHMENT A

Replace this section with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit 'B' entitled "Compensation Schedule" and the "Additional Construction Support Services Fee Proposal" included in the attached Exhibit "A-1". All compensation will be based on monthly billings as provided by CONSULTANT. Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of the pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibits 'B' and "A-1" for each phase. Compensation in Exhibit 'B' shall be for Design Fee Total, and Optional Items: Breezeway Enhancements, Sidewalk Enhancements and Retaining Walls for Basements. Compensation in Exhibit "A-1" shall be for Additional Construction Support Services as listed. In no event shall the total amount of compensation payable under this agreement exceed the sum of Nine Hundred Nine Thousand Five Hundred Eighty One and No/100 Dollars (\$909,581.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

4. Section 8. Standard of Workmanship

Replace the second paragraph of this section with the following:

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibit "A") and the Additional Construction Support Services Fee Proposal (Exhibit "A-1") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

ROYSTON HANAMOTO ALLEY &
ABEY (RHAA)
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

APPROVED AS TO FORM:

By _____

By _____
City Attorney

Name and Title