



Council Meeting: November 16, 2010

SUBJECT: Third Amendment to an Existing Contract with Associated Infrastructure Management Services Corporation (AIMS) for Project Management Services (F1010-40)

BACKGROUND

Approval is requested to modify an existing contract with Associated Infrastructure Management Services (AIMS) Corporation with a Third Amendment to increase the contract value by \$600,000 for a total not-to-exceed amount of \$1,150,000, and extend the term through December 31, 2012.

DISCUSSION

AIMS was awarded a two-year contract by Council in August 2008 (RTC#08-249) in an amount not to exceed \$300,000 to provide public works project management and engineering services. AIMS' multi-faceted experience in engineering design, construction support and land engineering has been instrumental in ensuring successful completion of, or significant progress on, several critical capital projects, including but not limited to Murphy Avenue Utilities and Streetscape Improvements and Sunnyvale Town Center Redevelopment.

The AIMS contract was amended in October 2009, (RTC 09-259) to expand the scope of services in acknowledgment of the significantly increased workload brought on by the **Sunnyvale Works!** program. This contract amendment increased the contract value by \$250,000 to a total of \$550,000, but did not extend the scheduled end date of August 20, 2010. A Second Amendment was issued on August 18, 2010 to extend the contract end date to December 31, 2010, but added no additional funding.

AIMS services will continue to be needed on Sunnyvale Town Center, Downtown Streetscape, Hendy Avenue Reconstruction, and minor project closeout items on Murphy Avenue. The existing contract will expire on December 31, 2010. An additional \$600,000 is requested to complete anticipated project management services through the end of FY 2011/12. As a specialized professional service, this agreement is exempt from the competitive bid/proposal process pursuant to Section 2.08.070(b)(1) of the Sunnyvale Municipal Code.

FISCAL IMPACT

Sufficient funds are budgeted in various capital improvement projects including, but not limited to, 826620 – Town Center Construction Public Works Services, 826700 – Town Center Site Investigation/Remediation, 828670 – Downtown Streetscape, 828900 – Hendy Avenue Reconstruction, and closeout of Murphy Avenue Streetscape and Utilities, project 826810.

PUBLIC CONTACT

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

RECOMMENDATION

It is recommended that Council approve a Third Amendment to Consultant Services Agreement with AIMS Corporation, in substantially the same form as the attached draft, to increase the contract value by \$600,000, for a total not-to-exceed amount of \$1,150,000, and extending the term through December 31, 2012.

Reviewed by:

Grace Leung, Acting Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Marvin Rose, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments:

- A. Draft Third Amendment to Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND ASSOCIATED
INFRASTRUCTURE MANAGEMENT SERVICES (AIMS), INC. FOR
PUBLIC WORKS MANAGEMENT SERVICES**

This Third Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ASSOCIATED INFRASTRUCTURE MANAGEMENT SERVICES, INC., a California corporation ("CONSULTANT").

WHEREAS, on August 21, 2008, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide specialized services in relation to public works management and engineering services; and

WHEREAS, on October 9, 2009, CITY and CONSULTANT agreed to amend the Agreement to reflect a modified work scope, the addition of one additional AIMS staff member, and increase of the not to exceed value of the Agreement from \$300,000.00 to \$550,000.00; and

WHEREAS, on August 18, 2010, CITY and CONSULTANT agreed to amend the Agreement to extend the Time for Performance through December 31, 2010; and

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

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

Section 2. Time for Performance: Delete the existing section and replace it with the following:

The term of this Agreement shall be from the date of Agreement execution through December 31, 2012, unless otherwise terminated. Extensions of time may be granted by the City Manager upon showing of good cause.

Section 4. Compensation: Delete the existing section and replace with the following:

CITY agrees to pay CONSULTANT at the rates shown on the attached Schedule of Hourly Rates for Staff Available to the City of Sunnyvale; 2011 & 2012 CY. Total compensation shall not exceed One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly for services performed during the preceding month. Payment shall be made within twenty (20) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ASSOCIATED INFRASTRUCTURE
MANAGEMENT SERVICES (AIMS)
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title