

**Council Meeting: April 30, 2013**

SUBJECT: Authorization for Second Amendment to an Existing Contract for the Engineering Design for the Rehabilitation of Four Air Flotation Thickeners at the Water Pollution Control Plant (F13-55)

BACKGROUND

Approval is requested for a Second Amendment to an existing contract with RMC Water and Environment (RMC) of San Jose for design services associated with the rehabilitation of the four Air Flotation Thickeners (AFTs) at the Water Pollution Control Plant to increase the total contract value by \$32,100, from \$478,500 to \$510,600. The recommended increase is for additional design services related to the recent failure of the AFT #4 collector drive.

DISCUSSION

The four AFTs at the Water Pollution Control Plant (WPCP) are an integral part of the tertiary process in the treatment of wastewater. Each unit consists of a concrete clarifier tank sixty feet in diameter with a center mechanical column. The WPCP requires three functioning AFT units to efficiently process the amount of wastewater received by the facility, while the fourth provides backup. Three of the AFT units were constructed in 1975, with AFT #4 being constructed in 1982. Two of the units have recently been rehabilitated while the remaining two, AFTs #1 and #4, are being bid for rehabilitation this month.

RMC Water and Environmental was selected to do the engineering design for the project as a result of Request for Proposals No. F0711-50, issued in December 2007. A contract in the amount of \$403,100 for the design of the four AFTs was awarded by Council on April 8, 2008 (RTC No. 08-107), with the intent of ultimately awarding one construction contract for all four AFTs.

Invitation for Bids No. F0904-90 for the rehabilitation of the units was released in June 2010. However, the lowest responsive and responsible bid exceeded the available project budget and the bids were subsequently rejected by Council in August 2010 (RTC No. 10-226). The bid documents were then repackaged to bid construction for two of the four units (AFTs #2 and #3), which Council awarded for construction on March 8, 2011 (RTC No. 11-054).

On June 19, 2012, Council authorized a contract amendment (RTC No. 12-155) to the original design contract increasing the value from \$403,100 to \$478,500 for additional services related to repackaging one construction bid into two.

While RMC was completing the final design for the AFT #1 and #4 rehabilitation package, the WPCP reported that the collector drive mechanism for AFT #4 had unexpectedly failed, rendering the unit inoperable. This meant that the WPCP was down to three AFTs with no backup for repair or maintenance. Until this incident, the collector drive had not shown any signs of problems, and as a result, its replacement was not a part of the original project scope. Due to the importance of this piece of equipment and the inherent risks of having it inoperable, WPCP and Public Works staff worked together to find the best option for quick repair of the drive mechanism.

Since the repair work required engineering design services and RMC was currently working on the rehabilitation project, the most efficient way to complete the additional design was to incorporate it into the existing RMC contract. Staff discussed this additional work with RMC, and after some negotiations RMC agreed to perform this design work on a time and materials basis not to exceed \$26,600. In an effort to avoid delays to the project, Public Works staff coordinated with the City Manager's Office to reallocate expenses from the construction support task to the design task of the contract.

Approval is now being requested for additional funding in the amount of \$32,100. This includes \$26,600 to reimburse the construction support task for the additional design work, \$2,500 for in additional construction support services related to the increased scope of work, and a contingency in the amount of \$3,000.

FISCAL IMPACT

Budgeted funding is available in Capital Project 825141 (Air Flotation Tanks Rehabilitation), funded by the Wastewater Management Fund.

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 Second Amendment to an existing contract with RMC Water and Environment, in substantially the same form as the attached draft, for additional engineering design and construction support services related to the Rehabilitation of AFTs at the Water Pollution Control Plant, increasing the not-to-exceed value by \$32,100, from \$478,500 to \$510,600.

Reviewed by:

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

Reviewed by:

John Stufflebean, Director, Department of Environmental Services

Reviewed by:

Kent Steffens, Director, Department of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Second Amendment to Consultant Services Agreement

**DRAFT SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND RMC WATER & ENVIRONMENT
TO DESIGN AND PREPARE CONSTRUCTION DOCUMENTS FOR THE
REHABILITATION OF FOUR AIR FLOTATION THICKENERS THE WATER
POLLUTION CONTROL PLANT**

This Second Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and RMC WATER & ENVIRONMENT, a California corporation ("CONSULTANT").

WHEREAS, on April 23, 2008, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT perform professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Rehabilitation of Four Air Flotation Thickeners at the Sunnyvale Water Pollution Control Plant; and

WHEREAS, on June 27, 2012, CITY and CONSULTANT agreed to amend the Agreement to reflect additional work scope and an increase in the not to exceed value of the Agreement from \$403,100.00 to \$478,500.00; and

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

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

Section 4. Payment of Fees and Expenses: 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 attached Exhibit "A-2" "Revised Fee". All compensation will be based on monthly billings as provided in Exhibit "B". 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 said billing. When applicable, copies 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 Exhibit "B" and and Exhibit "A-2" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Five Hundred Ten Thousand Six Hundred and No/100 Dollars (\$510,600.00)

Attachment A

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.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

RMC WATER & ENVIRONMENT
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title