

REPORT

To the Honorable Mayor and City Council and The Redevelopment Agency Board From the City Manager and Executive Director

March 23, 2009

SUBJECT

Amendment No. 1 to the Professional Service Agreement with T.Y. Lin International Inc., for the design phase of the El Camino Real "Grand Boulevard" Streetscaping Project – Broadway to Brewster Avenue.

RECOMMENDATION

Approve, by motion, Amendment No. 1 to the professional service agreement with T.Y. Lin International Inc., in an amount not to exceed \$45,950.00 and authorize the City Manager to increase the contract amount up to 10% of the amount of the proposed amendment if necessary.

BACKGROUND

On August 11, 2008, Council approved an agreement with T.Y. Lin International in an amount not to exceed \$308,728.00 for civil engineering services on the design phase of the proposed El Camino Real "Grand Boulevard" Streetscaping Project – Broadway to Brewster Avenue. Staff recommends increasing the original scope of work to provide additional assistance with the Caltrans encroachment permitting process, pre-bid and bidding services, and construction support.

The proposed project is the first in an anticipated sequence of improvements along El Camino Real ("ECR") and consists of pedestrian, streetscape and landscape improvements to approximately 1/10th of a mile along ECR from Broadway to Brewster Avenue. The project is intended to increase pedestrian safety and enhance the pedestrian experience at the intersection of ECR and Broadway. The project includes improvements to the street frontage that will reduce the distance and time required for pedestrians to cross the street. Lighting and landscaping improvements are also proposed between Brewster and Broadway.

ECR is a state maintained highway. As such, proposed work requires review, approval, and permitting by the California Department of Transportation. Construction is scheduled to start in summer be completed in winter of this year.


ALTERNATIVES

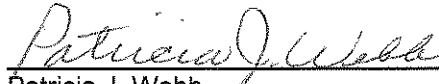
Council may choose not to approve Amendment No. 1 to the Agreement with T.Y. Lin International Inc. and direct staff to modify the scope of work and/or select another consultant.


FISCAL IMPACT

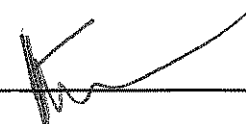
Funding for this project totals \$1.8 million from a combination of sources including a MTC/HIP grant, a C/CAG HIP grant, the City's Capital Projects Fund, the Redevelopment Agency's Capital Outlay Fund, and includes \$600,000 from the Federal Economic Stimulus Package.


M. Saber Sarwary, P.E.,
Acting Supervising Civil Engineer


S. Peter Vorametsanti, P.E.,
Acting Engineering and Construction Manager


Patricia J. Webb
Housing and Redevelopment Manager


Chu Chang, P.E.,
Acting Community Development Services Director


Peter Ingram
City Manager and
Executive Director of the Redevelopment Agency

ATTACHMENTS

Proposed Amendment No.1 to the Agreement with T.Y. Lin International Inc. dated September 9, 2008

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

None

**AMENDMENT NO.1 TO AGREEMENT FOR CONSULTING
CIVIL ENGINEERING SERVICES
(T.Y. Lin International)**

This Amendment No.____ is entered into and effective as of the ____ day of _____, 2009, amending the agreement dated September 9, 2008, in the amount of Three hundred eight thousand seven hundred twenty eight and 00/100 Dollars (\$308,728.00) (the "Agreement") by and between the City of Redwood City, a charter city and municipal corporation ("City"), and T.Y. Lin International, ("Consultant") (collectively, the "Parties") for professional services and advice related to "Grand Boulevard" streetscaping project

RECITALS

A. The Parties desire to alter the Agreement's scope of work to provide additional assistance with the Caltrans encroachment permitting process, pre-bid and bidding services, and construction support; and

B. The Parties have negotiated and agreed to a supplemental scope of work and fee schedule, which is attached to and incorporated by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. In addition to those services contained in the Agreement, as may have been amended from time to time, Consultant will provide those services described in Exhibit "A." With this Amendment the total aggregate Agreement amount shall not exceed Three hundred fifty four thousand six hundred seventy eight and 00/100 Dollars (\$354,678.00).

2. City will pay Consultant for all work associated with those services described in Exhibit "A" an amount not to exceed Forty five thousand nine hundred fifty and 00/100 Dollars (\$45,950.00). Consultant will provide City, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

3. Consultant will complete all work described in Exhibit "A" as specified in the original agreement.

4. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

5. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

CONSULTANT

T.Y. Lin International
2010 Crow Canyon Place, Suite 350
San Ramon, CA 94583
925-365-3960

CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California

*By:

(sign here)

(print name/title)

**By:

(sign here)

(print name/title)

By:

Peter Ingram, City Manager

ATTEST:

By:

Silvia Vonderlinden, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

The following Scope of Goods/Services is to be provided to the City by the Contractor under this Agreement:

**AMENDMENT NO.1 TO AGREEMENT FOR CONSULTING
CIVIL ENGINEERING SERVICES
(T.Y. Lin International)**

The Contractor's proposal entitled "El Camino Real Grand Boulevard Streetscaping Project Broadway Street to Brewster Avenue City of Redwood City Extra Work Request" dated February 6, 2009 is attached to this Exhibit A and is incorporated by this reference. The Scope of Services to be provided to the City by the Contractor, the cost estimates and fees, and the time frame during which the Services are to be provided under this Agreement are fully set forth in the Proposal.