



Staff Report

Date: April 13, 2023

To: Mayor Kuhl and Council Members

From: Richard Simonitch, Public Works Director/Town Engineer/Surveyor

Subject: Authorize Town Manager to execute Contract Amendment No. 3 for BKF Engineers in the amount of \$32,250 for additional scope of work items related to the Laurel Grove Safe Pathways Project Phase 2.

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute Contract Amendment No. 3 for BKF Engineers in the amount of \$32,250 for additional scope of work items related to the Laurel Grove Safe Pathways Project Phase 2.

Background and discussion:

At the March 11, 2021 regular Town Council meeting the Town Council authorized the Town Manager to enter into a Consultant Services Agreement with BKF Engineers for engineering design and environmental services for the Laurel Grove Safe Pathways Project Phase 2 for the not-to-exceed fee of \$188,438. At that meeting, staff reserved \$28,000 to provide ministerial funding for unforeseen changes in the project scope.

On October 11, 2021 staff approved Contract Amendment No. 1 in the amount of \$13,180 for the preparation of right of way exhibits for the proposed realignment of the right of way in the vicinity of 77 Laurel Grove. On October 10, 2022 staff approved Contract Amendment No. 2 in the amount of \$3,750 to obtain supplemental topography in the location of the proposed realignment.

In November, 2022 the Town entered into an agreement with First American Title Company to obtain a Title report for the Laurel Grove right of way for the land-swap and right of way agreement with 77 Laurel Grove required for the proposed realignment between Monte Alegre and Canyon Road. Unanticipated delays related to the underlying historic fee ownership of the Laurel Grove right of way and the desire to begin construction in 2023 now require that the Project be bifurcated into two distinct phases (Phase 2-A and Phase 2-B) to be bid separately as two stand-alone projects. Contract Amendment No. 3 in the amount of \$32,250 provides for the

creation of the plans and specifications for creating the two sub-phases, including the additional bidding and construction support for both. The execution of Contract Amendment No. 3 causes the original \$28,000 ministerial reserve to be exceeded, thus requiring Town Council approval.

Phase 2-A will include the portion of the previous Phase 2 pathway between Sir Francis Drake and Monte Alegre Road and is proposed for construction this summer. Phase 2-B will pick-up where Phase 2-A ends at Monte Alegre Road and will include the improvements adjacent to 77 Laurel Grove Avenue, where the right of way is being adjusted. Phase 2-B will be bid separately from Phase 2-A and will go out to bid as soon as the right of way agreement with 77 Laurel Grove is executed.

Fiscal, resource and timeline impacts:

The existing Contract amount is \$188,438. With the addition of Amendment #1 in the amount of \$13,180, and Amendment #2 in the amount of \$3,750, and the herein Amendment #3 in the amount of \$32,250, the new Contract amount is \$237,618. The project is funded by the Roadway fund and a \$400,000 Measure AA grant from TAM.

Attachments:

1. Proposed Contract and proposal for Contract Amendment No. 3.

ATTACHMENT 1

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF ROSS AND
BKF ENGINEERS RELATIVE TO
LAUREL GROVE SAFE PATHWAYS PROJECT PHASE 2**

This Third Amendment to Professional Services Agreement, ("**Amendment #3**"), is entered into this _____ day of _____, 2023 (the "**Effective Date**"), by and between the TOWN OF ROSS, a municipal corporation, ("**Town**"), and BKF ENGINEERS, ("**Consultant**"), who agree as follows.

RECITALS

A. Town and Consultant entered into a Professional Services Agreement for Engineering Design and Environmental Services for the Laurel Grove Safe Pathways project Phase 2 in the Town of Ross, ("**Agreement**"), on March 31, 2021.

B. Various added scope of work items that have been requested by and discussed with the Town and/or other tasks that have required added effort outside of the original scope of work that are required to be exercised to successfully deliver the project require additional compensation for the Consultant to cover the costs associated with the change of project scope. See Exhibit A, "Additional Service Request #3", attached.

C. Town and Consultant agree that Consultant will continue providing Engineering Design and Environmental Services for the Laurel Grove Safe Pathways Project.

D. The Town now desires to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Terms. Unless otherwise defined in this Amendment, all terms used in this Amendment shall have the same meaning as set forth in the Agreement.

2. Term, Delays and Extensions. There is no amendment to the Term, Delays and Extensions in the Agreement as a result of this Amendment.

3. Compensation. The existing Contract amount is \$188,438. With the addition of Amendment #1 in the amount of \$13,180, and Amendment #2 in the amount

of \$3,750, and the herein Amendment #3 in the amount of \$32,250, the new Contract amount is \$237,618.

4. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. Effective Date. This Amendment shall be effective as of the Effective Date.

7. Exhibits. COST PROPOSAL AND SCOPE OF WORK FOR THIS AMENDMENT #3 IS ATTACHED AS EXHIBIT A.

"Town"

Town of Ross,
a municipal corporation

By: _____

Name: _____

Its: _____

"CONSULTANT"

BKF Engineers,
a California Corporation

By:  _____

Name: Jason Kirchmann

Its: Principal / Vice President

March 27, 2023
BKF No 210182-10

EXHIBIT A COST PROPOSAL AND SCOPE OF WORK



Richard Simonitch, Public Works Director
Town of Ross
P.O. Box 320
Ross, CA 94957
Transmitted Via Email

**Subject: Laurel Grove Safe Pathways to School Phase II
Additional Service Request No. 3
Civil Engineering**

Rich,

Based on our conversations with you, we understand that the Laurel Grove Safe Pathways to School Phase II project needs to be split into two phases (Phase II-A and Phase II-B) while the Town pursues right of way acquisition needed to support a portion of the project. Phase II-A will include the portion of the previous Phase II pathway between Sir Francis Drake and Monte Alegre Road. Phase II-B will pick-up where Phase II-A ends at Monte Alegre Road and will include the improvements adjacent to 77 Laurel Grove Avenue, where the planned pathway will terminate. Refer to the graphic below for the approximate limits of the Phase II-A and Phase II-B boundaries.



Scope of Services

TASK C01: PHASE II-A & PHASE II-B SPLIT

- **Project Phasing:** BKF and our sub-consultant, Parametrix (formerly Parisi Transportation) will separate the previous Phase II project (drawings, opinion of construction cost, and supplemental specifications) into two separate phases: Phase II-A and Phase II-B.
- **Phased Project Submittal:** Phase II-A and Phase II-B will be submitted as standalone project packages. We understand that Phase II-A needs to be submitted to the Town in the spring of 2023, whereas the timing of the submittal for Phase II-B is not yet determined and is reliant upon the Town acquiring additional right of way, but is generally expected to be ready for submittal and subsequent bidding by spring of 2024. This sub task covers the effort associated with the additional 100% submittal beyond the single 100% submittal covered under our original agreement.
- **Phase Bid and Construction Support:** This sub task covers the effort associated with the additional bid and construction support beyond support covered under our original agreement for a single bid and construction phase.

Scope Qualifications and Assumptions

BKF's services are limited to those expressly set forth in the scope. BKF shall have no other obligations or responsibilities for the project, except as provided in this proposal letter, or as agreed to in writing.

Fees for Professional Services

BKF proposes to provide the services on a Time and Materials basis as noted in the table below. We will invoice for our services on a percent complete basis for each task summarized as follows:

TASK	DESCRIPTION	FEE
C01	Phase II-A & Phase II-B Split	\$32,250
TOTAL FEE		\$32,250

Consultant and reimbursable expenses such as mileage, printing, delivery, mailings, etc. will be provided at cost plus 10-percent inclusive of the fees noted above.

For tasks requested by the Client which are not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials basis, per our attached rate schedule.

Should you have any questions, or would like additional clarification on any aspect of the scope of work, please feel free to contact me at (707) 223-6334.

Respectfully,

BKF Engineers



Becky Dower, PE
Project Manager

