



Agenda Item No. 7c.

Staff Report

Date: April 4, 2024

To: Mayor Brekhus and Council Members

From: Richard Simonitch, Public Works Director

Subject: Contract Amendment #8 for Consor Engineering in the amount of \$42,771 for additional consulting services required for the Winship Avenue Bridge Replacement Project.

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute Contract Amendment #8 with Consor (formerly Quincy) Engineering in the amount of \$42,771 for costs associated with surveys and additional tasks related to the National Environmental Policy Act certification for the Winship Bridge replacement project.

Background and Discussion

The design for the replacement of the existing Winship Avenue bridge (the Project) is currently in the National Environmental Policy Act (NEPA) certification phase, which commenced following the California Environmental Quality Act (CEQA) certification of the Project in August 2020. Before commencing with final engineering and construction of the bridge, the Federal Highway Bridge Program (HBP), which is the primary funding source for the Project, requires clearance (i.e. approval) of all NEPA and Right of Way (ROW) tasks.

The tasks and cost associated with this amendment were not anticipated in the original contract with the Winship Bridge consultants.

Project Timeline:

On February 13, 2014, the Town of Ross awarded a Professional Design Engineering Contract to Quincy (now Consor) Engineering in the amount of \$655,673 for 100% Plans, Specifications, and Estimates (PS&E) and NEPA certification. HBP funding of \$655,700 was obligated to the Town based on this contract amount. This amount was exceeded in July 2021, and it is anticipated that \$360,000 in total contract amendments will be needed to complete the PS&E's and advertise for public bid.

On January 6, 2015, the Marin County Flood Control and Water Conservation District (the County) entered into an agreement with the Town to reimburse 100% of the Town's costs for CEQA and project management costs, both of which are not reimbursable under the HBP. To date, the County has paid \$114,125 out of the total \$119,459 reimbursement agreement.

On March 9, 2017, the Town Council approved a contract amendment for Quincy Engineering for \$79,273, increasing the contract amount to \$734,946 to cover additional costs outside of their original contract scope. Most of these additional costs were related to preparing responses and technical reports in response to input and requests received from staff, Town Council and the public between February 2014 and March 2017.

On May 11, 2017, the Town Council approved a proposed alignment and directed staff and the bridge consultants to complete the environmental studies based on the preferred alignment and width.

On January 3, 2020, the Draft Initial Study/Mitigated Negative Declaration was completed and subsequently adopted by Town Council on March 12, 2020. The CEQA Notice of Determination was filed on March 13, 2020. Because of the COVID 19 pandemic, the statute of limitations for court challenges extended from 30 days to 147 days; and Quincy could not begin NEPA processing until August 7, 2020.

On October 14, 2021, the Town Council approved another contract amendment for Quincy (now Consor) Engineering for \$122,000, increasing the contract amount to \$856,946 to cover additional costs outside of their original contract scope including \$60,000 for pending right of way easements and acquisitions, and \$62,000 for additional reports related to revised hydraulic conditions related to the San Anselmo Building Bridge 2 removal, Natural Environment Study and Biological Assessment, Cultural Resource, and floodplain studies.

On October 12, 2023, the Town Council approved Contract Amendment #6 for Consor Engineering for \$52,443, increasing the contract from \$856,946 to \$909,389 for costs related to additional requirements requested by Caltrans for the preparation of a "Type Selection Report" as required for NEPA approval.

On February 15, 2024, the Town Council approved Contract Amendment #7 for Consor Engineering for \$24,911, increasing the contract from \$909,389 to \$934,300 for costs related to additional requirements requested by Caltrans for NEPA approval.

Amendment #8 proposes a \$42,771 contract amendment which will increase the contract from \$934,300 to \$977,071.

Fiscal, resource and timeline impacts

NEPA and right of way are anticipated to be cleared before December 2024 with construction beginning in Summer 2025.

No Town Operating Fund or General Funds are needed for this contract amendment. As with all prior contract amendments, Amendment #8 is fully reimbursable under the HBP. Completion of NEPA and ROW will improve the project ranking, accelerating the timing of HBP funding obligations to the Town.

Alternative actions

none

Attachments

Contract Amendment #8 (signed by Consor)

**EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF ROSS AND
CONSOR NORTH AMERICA, INC. RELATIVE TO
WINSHIP BRIDGE REPLACEMENT**

This Eighth Amendment to Professional Services Agreement, ("**Amendment #8**"), is entered into this ____ day of _____, 2024 (the "**Effective Date**"), by and between the TOWN OF ROSS, a municipal corporation, ("**Town**"), and CONSOR NORTH AMERICA, INC., ("**Consultant**"), who agree as follows.

RECITALS

A. Town and Consultant entered into a Professional Services Agreement for Engineering Design and Environmental Services for the Winship Bridge Replacement project in the Town of Ross, ("**Agreement**"), on June 25, 2014. The Agreement was amended on December 31, 2016 ("**Amendment #1**") to extend the termination date of December 31, 2016 to June 1, 2019 as outlined in Item 8 of the Agreement. The Agreement was amended again on March 30, 2017 ("**Amendment #2**") to increase the contract compensation amount by \$79,273.10 to \$734,946.24 as outlined in Item 4 of the Agreement. The Agreement was amended on June 1, 2019 ("**Amendment #3**") to extend the termination date of June 1, 2019 to December 31, 2020 as outlined in Item 8 of the Agreement. The Agreement was amended on January 1, 2021 ("**Amendment #4**") to extend the termination date of December 31, 2020 to December 31, 2022 as outlined in Item 8 of the Agreement. On December 31, 2022 a time extension was approved by the DPW Director to extend the termination date of December 31, 2022 to December 31, 2024 as outlined in Item 8 of the Agreement. The Agreement was amended on September 6, 2023 ("**Amendment #5**") to increase the contract compensation amount by \$122,000 to \$856,946.24 as outlined in Item 4 of the Agreement. The Agreement was amended on October 12, 2023 ("**Amendment #6**") to increase the contract compensation amount by \$52,442.49 to \$909,388.73 as outlined in Item 4 of the Agreement. The Agreement was amended on February 15, 2024 ("**Amendment #7**") to increase the contract compensation amount by \$24,911 to \$934,299.73 as outlined in Item 4 of the Agreement.

B. Various added scope of work items that have been requested by and discussed with the Town and, other tasks that have required added effort outside of the original scope of work related to "additional services required for NEPA certification", require additional compensation for the Consultant to cover the costs associated with the change of project scope as outlined in Item 4 of the Agreement.

C. Town and Consultant agree that Consultant will continue providing Engineering Design and Environmental Services for the Winship Bridge Replacement Project.

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

E. Item 32 of the Agreement allows the Agreement to be amended by a written instrument executed by both Town and Consultant;

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 \$934,299.73. With the addition of Amendment #8 in the amount of \$42,771.15, the new Contract amount is \$977,071.88.

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. Exhibit "A" attached describing the need for additional compensation.

"TOWN"

Town of Ross,
a municipal corporation

By: _____

Name: _____

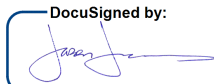
Its: _____

ATTEST:

Town Clerk

"CONSULTANT"

Consor North America, Inc.

By:  _____
DocuSigned by:
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Name: Jason Jurrens _____

Its: District Manager _____