



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: SOUTHERN HEIGHTS BRIDGE REPLACEMENT

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR CONSTRUCTION SUPPORT AND ADDITIONAL RIGHT OF WAY SERVICES, IN AN ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$180,198

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a third amendment to the professional services agreement with Mark Thomas and Company, Inc. (Mark Thomas) for construction support and additional right of way services in an amount not to exceed \$180,198, increasing the total not-to-exceed amount under the agreement to \$898,042.

BACKGROUND: The California Department of Transportation (Caltrans) routinely inspects bridges across the state to ensure the public's safety. Through this process, the Southern Heights Bridge was identified as needing to be reconstructed to meet current design, structural, and safety standards. In June 2016, the City retained Mark Thomas to begin preliminary design and public outreach. Since that time, the City has diligently worked to perform bridge design, obtain environmental clearance, and most recently, obtain a right of way certification in January 2020 approving the City's coordination efforts with utility companies and private property owners. With the right of way certification milestone complete, the City submitted its request to Caltrans to advertise the construction drawings for bid in summer 2020.

ANALYSIS: As the Southern Heights Bridge Replacement Project is progressing toward construction, staff recommends the City Council approve the proposed contract amendment covering the following two tasks:

Construction Support

Mark Thomas previously performed design services for the project and staff proposes to retain Mark Thomas to provide construction support. Having the design consultant available through construction will expedite the completion of the project, and allow the designer to review material submittals, make minor adjustments to the construction documents, attend meetings, and respond to detailed questions asked by the general contractor. This effort will be performed on an as-needed basis at the request of the City and is not to be confused with a yet-to-be

FOR CITY CLERK ONLY

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procured contract for construction management services, the latter of which includes day-to-day project management on behalf of City staff.

Right of Way Services

In April 2019, the City Council authorized the City Manager to execute seven temporary construction easements (TCEs) with property owners whose property adjoins Southern Heights Boulevard near the bridge. A TCE allows the City's contractor legal access to private property to facilitate construction of the new bridge. Each TCE included a sunset date based upon the estimated construction timeline at the time the City made its initial offer to property owners in the fall of 2018. Five of the seven TCEs expire on January 1, 2021 while the remaining two expire on June 30, 2021.

As a result of project delay attributed to utility coordination with PG&E, AT&T, and Comcast, construction is not scheduled to begin until late summer 2020 and will last approximately 10 months. Consequently, the TCEs will expire prior to project completion. The City's design team, which includes real estate professionals, is therefore required to renegotiate rental fees with property owners and extend the life of the easements through project completion.

FISCAL IMPACT: The proposed amendment to the professional services agreement will increase the agreement by \$180,198. To date, of the \$898,042 expended for this contract, Caltrans has reimbursed approximately \$716,000 to the City of San Rafael and the City expects Caltrans to reimburse this additional work as part of the Highway Bridge Program grant.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt the resolution as presented.
2. Do not adopt a resolution and provide further direction to staff. If the City does not approve the amendment and renegotiate TCEs, the construction contractor will not be permitted to use private property for working room and may not be able to build the new bridge.

RECOMMENDED ACTION:

Adopt the resolution.

ATTACHMENT:

1. Resolution
2. Exhibit 1 to Resolution: Third Amendment to Professional Services Agreement with attached Exhibit A: Scope of Work

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD
AMENDMENT TO THE AGREEMENT WITH MARK THOMAS AND COMPANY,
INC. FOR CONSTRUCTION SUPPORT AND ADDITIONAL RIGHT OF WAY
SERVICES, IN AN ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$180,198**

WHEREAS, the City Council adopted Resolution number 14129 on June 6, 2016, authorizing the City Manager to enter into a Professional Services Agreement with Mark Thomas and Company, Inc. in an amount not to exceed \$241,568 for preliminary engineering and public outreach for the Southern Heights Bridge Replacement Project; and

WHEREAS, the City Council adopted Resolution number 14439 on December 18, 2017, authorizing the City Manager to amend the Professional Services Agreement with Mark Thomas and Company, Inc. in an amount not to exceed \$343,499 for final design and right of way services; and

WHEREAS, the City Council adopted Resolution number 14634 on February 8, 2019, authorizing the City Manager to amend the Professional Services Agreement with Mark Thomas and Company, Inc. in an amount not to exceed \$132,777 for additional final design and right of way services; and

WHEREAS, the City requires construction support and additional right of way services to deliver the construction phase of the project; and

WHEREAS, staff received a proposal from Mark Thomas and Company, Inc. for said services in a total amount not to exceed \$180,198 (Exhibit "A" to the Third Amendment); and

WHEREAS, staff has reviewed the proposal and found it to be complete and within industry standards; and

WHEREAS, the costs for the services associated with this amendment will be fully funded by the State of California's Highway Bridge Program with no local match; and

WHEREAS, there is no authorized appropriation for this grant-funded project; \$180,198 will be appropriated in Capital Project Fund 401 pending reimbursement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN

RAFAEL RESOLVES as follows:

1. The Council hereby approves and authorizes the City Manager to execute a Third Amendment to the Professional Services Agreement with Mark Thomas and Company, Inc. for construction support and additional right of way services in the amount of \$180,198 and a revised total contract value not to exceed \$898,042, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 15th day of June, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
MARK THOMAS AND COMPANY, INC. FOR PROFESSIONAL SERVICES FOR THE
SOUTHERN HEIGHTS BRIDGE REPLACEMENT PROJECT**

THIS THIRD AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **MARK THOMAS AND COMPANY, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2020.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14129, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated June 7, 2016 to perform preliminary engineering and public outreach in connection with **CITY’S** project to reconstruct the Southern Heights Bridge, for an amount not to exceed \$241,568 (the “**Agreement**”); and

WHEREAS, pursuant to City Council Resolution No. 14439, the **CITY** and **CONSULTANT** entered into a First Amendment to the Professional Services Agreement dated December 26, 2017 to perform final design and right of way services for an amount not to exceed \$343,499 and increasing the total not to exceed amount under the Agreement to \$585,067; and

WHEREAS, pursuant to City Council Resolution No. 14634, the **CITY** and **CONSULTANT** entered into a Second Amendment to the Professional Services Agreement dated February 8, 2019 to perform additional final design and right of way services for an amount not to exceed \$132,777 and increasing the total not to exceed amount under the Agreement to \$717,844; and

WHEREAS, **CITY** requires construction support and additional right of way services from the **CONSULTANT** to facilitate construction of the new bridge, and the **CONSULTANT** is willing to provide such services;

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “**STATEMENT OF WORK**” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “**Phase 5 – Extended Right of Way Services and Construction**”

Support” dated March 17, 2020, attached to this Third Amendment as Exhibit “A” and incorporated herein by reference.

2. Article V of the Agreement, entitled “ALLOWABLE COSTS AND PAYMENTS” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit “A” to this Third Amendment, on a time and materials basis in accordance with the “Cost Proposal for Project Scope” included in Exhibit “A”, in a not-to-exceed amount of \$180,198 for Phase 5, and to change the total not-to-exceed amount under the Agreement to \$898,042.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

PHASE 5 – EXTENDED RIGHT OF WAY SERVICES AND CONSTRUCTION SUPPORT

Prior phases for the project included project initiation, surveying and base mapping, geotechnical investigation, public outreach, preliminary engineering, environmental technical studies, environmental clearance, right of way and utility coordination services and final design.

The scope of this amendment request includes:

- Updating the TCEs for 5 properties
- Continued utility coordination
- Modification of the southern retaining wall from a cantilever retaining wall to a soldier pile wall to accommodate construction access requests made by the property owner at 116 Southern Heights during TCE negotiations
- Construction support services

The detailed scope of work for the proposed additional tasks is provided below. A cost proposal for the proposed scope of work is provided as an attachment.

TASK 1.0 RIGHT OF WAY

1.1 TCE Updates

Utility relocation has delayed the project, causing previously acquired TCEs to expire before the anticipated completion of project in June 2021. Hamner, Jewell & Associates (HJA) will update the TCEs for the following properties

Owner Name	APN	Address	TCE Area
Cooper Trust	012-282-36	65 Pleasant Lane	3,637 SF
Feidler	013-124-07	122 Southern Heights Blvd	102 and 520 SF
Lederman	012-282-40	90 Pleasant Lane	366 SF
Lubka	012-282-37	75 Pleasant Lane	9,164 SF
Turner Trust	013-124-06	126 Southern Heights Blvd	588 SF TCE and 368 FS Temporary Access Easement

The Shemano Family Trust parcel APN 013-132-01 and Daglow parcel APN 012-282-17 have not been scoped as part of these services because the expiration of their TCEs will occur on June 30, 2021 at the same time in which construction completion is anticipated.

HJA will update the value of the proposed TCE and access rights by completing waiver valuations and updating the comparable sales in the area. Utilizing their in-house valuation service will reduce total costs and time for appraisal services. However, if HJA is not able to reach amicable settlement with these owner(s), the valuation process would need to start from the beginning as an agency cannot condemn on a waiver valuation. If an agreement cannot be reached using the waiver valuation process it would require formal appraisals, review appraisals, preparation of another offer package and a subsequent offer made to the owner(s). This would require additional budget and time beyond what is included in this scope.

Once the valuation process is complete, and the values are reviewed and pre-approved by the City, HJA will prepare offer packages for each owner that will include an offer letter, Valuation Summary Statement, proposed Temporary Construction Easement Agreement, a right of way acquisition informational brochure and Title VI information. These documents will be presented to the City for its review and pre-approval prior to presenting offers to property owners. After offer presentation, HJA will pursue agreements with each owner to obtain the additional TCEs. It is always HJA's goal to reach mutually acceptable amicable agreements on the City's behalf. However, if for any reason HJA does not gain property owner cooperation, HJA will consult with the project team and City Attorney if appropriate to identify other courses of action.

1.2 Utility Coordination

Mark Thomas will continue to provide utility coordination for the project to address the relocation of utility poles and overhead electric and communication lines, and natural gas and water lines on the bridge. Due to the federal funding associated with the project, utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals. The Mark Thomas team will continue following the Utility A-B-C process. Utility A letter were included as part of Phase 1 scope of work. Utility notification letters and utility agreements were included as part of Phase 2 scope of work. However, due to utility company staff changes and non-responsiveness, along with relocation liability disputes, the utility agreement process has stretched out for more than two years.

Mark Thomas will continue coordinating with MMWD, PG&E electrical, PG&E gas, AT&T and Comcast on the relocation of their facilities in conflict with the project. This coordination will include email correspondence, phone calls, conference calls, plan revisions and on-site meetings to discuss the relocation plans and achieve signed utility documents for inclusion in the ROW certification.

1.3 TCE Negotiated Design Revisions

Mark Thomas will redesign the southwest abutment wingwall from a cast-in-place cantilever retaining wall to a soldier pile wall. The design change is needed to minimize access interruption to the Shemano property as negotiated during the TCE acquisition process.

1.4 Updated Right of Way Certification

Mark Thomas will prepare a revised Exhibit 13-B Right of Way Certification and send to Caltrans for approval. The revised Exhibit 13-B is expected to include revised TCE Agreements and documentation on receipt of payments for the new TCE's. Additional coordination and updates for utility relocations are not included in this scope of work.

Task 1 Deliverables:

- Updated Offer Packages (Up to 5)

- Signed Utility Documents
- Revised South Abutment Wall Plans
- Updated Exhibit 13-B Right of Way Certification

TASK 2.0 BIDDING AND CONSTRUCTION SUPPORT SERVICES

2.1 Bidding and Construction Support

Mark Thomas will assist the City during the bidding process and during construction of the project. The work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. During construction, the work may include responding to Requests for Information (RFIs), providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. It is assumed that the City will contract with a consulting firm to complete the construction management of the project during construction and that Mark Thomas' role during construction will be limited to those items noted above. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.


2.2 Record Drawings

Mark Thomas will prepare record drawings based on the red-lined as-built drawings submitted by the construction manager after completion of construction.

Task 2 Deliverables:

- Record Drawings

COST PROPOSAL FOR PROJECT SCOPE: San Rafael-So Heights Bridge (AM #3)

									Subs	TOTAL COST		
		Structural Manager	Engineer IX	Engineer VI	Engineer IV	Engineer II	Eng Tech/Inspector II	Project Coordinator	Total Hours		Total MT Cost	Hamner, Jewell & Associates DBE
		\$275	\$195	\$165	\$132	\$108	\$100	\$110				
1.0 RIGHT OF WAY												
1.1	TCE Updates	8	20						28	\$6,097	45,948	\$52,045
1.2	Utility Coordination	10	40	40	60		40	12	202	\$30,370	-	\$30,370
1.3	TCE Negotiated Design Revisions	8		40	60		40		148	\$20,702	-	\$20,702
1.4	Updated Right of Way Certification		8		8				16	\$2,616	-	\$2,616
Subtotal Phase 1		26	68	80	128	0	80	12	394	\$59,784	\$45,948	\$105,732
2.0 BIDDING & CONSTRUCTION SUPPORT SERVICES												
2.1	Bidding & Construction Support	64	80	80	80		64		368	\$63,303	-	\$63,303
2.2	Record Drawings					64			64	\$6,884	-	\$6,884
Subtotal Phase 2		64	80	80	80	64	64	0	432	\$70,188	\$0	\$70,188
TOTAL HOURS		90	148	160	208	64	144	12	826			
OTHER DIRECT COSTS										\$0	\$4,278	\$4,278
TOTAL COST		\$24,710	\$28,861	\$26,346	\$27,454	\$6,884	\$14,399	\$1,318		\$129,972	\$50,226	\$180,198