

RESOLUTION NO. 1839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING MAYOR TO SIGN AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT AG 21-020 WITH PACE ENGINEERS, INC. FOR ACCESSIBLE CURB RAMP DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

WHEREAS, the Americans with Disabilities Act (ADA) requires that the City provides accessible curb ramps within the extents of its street pavement resurfacing work as outlined in the “2013 Joint Technical Assistance” guidance document issued by the U.S. Departments of Justice and Transportation; and

WHEREAS, the Department of Public Works (DPW) completed street pavement resurfacing in 2021 that necessitated the installation of several accessible curb ramps; and

WHEREAS, DPW requires professional engineering support to design the ramps in conformance with the law's associated standards for accessible design and secured this support by executing Professional Services Agreement AG 21-020 with PACE Engineers, Inc. (PACE) on August 9, 2021; and

WHEREAS, following execution of the agreement, it was necessary for PACE to provide services not included in the agreement scope of work, and PACE has presented DPW with a request for recovery of expenses associated with these additional services; and

WHEREAS, DPW staff determined that PACE's request was justified and appropriately priced; and has described the resulting changes to the agreement in “Amendment No. 1 to the Professional Services Agreement between the City of Lake Forest Park and PACE Engineers, Inc. Dated August 9, 2021” included herewith as Attachment 1;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 . The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to the agreement with PACE Engineers, Inc. included herewith as Attachment 1.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 10th day of March, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:


Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: February 18, 2022
PASSED BY THE CITY COUNCIL: March 10, 2022
RESOLUTION NO.: 1839

ATTACHMENT 1

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and PACE Engineers, Inc.
Dated August 9, 2021

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and PACE Engineers, Inc., AG 21-020 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 2 of the Agreement.

1. Exhibit A, Scope of Work, in section 2 of the Agreement is amended to include the Additional Services Agreement #1" dated February 9, 2022, attached hereto ("Additional Services"). The Additional Services include progress meetings, MEF documentation for sidewalks, additional survey work required as a result of altered site conditions, design efforts for complex drainage problems, and permitting assistance.
2. Section 2 of the Agreement is hereby amended as follows:

DELETE the following text:

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Forty-Nine Thousand, Eight Hundred and Ninety-Two Dollars (\$49,892.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work.

INSERT the following text:

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Fifty-Nine Thousand, Five Hundred, Forty-Nine Dollars (\$59,549.00) which shall be full compensation for the Exhibit A Work.

3. Exhibit B of the Agreement is hereby amended to incorporate the section "II. Fee" in the Additional Services.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

PACE Engineers, Inc.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



ADDITIONAL SERVICES AGREEMENT #1

TO: Andrew Silvia
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, 98155 **PROJECT NAME:** Accessible Curb Ramp Project

FROM: Sam Chapman, P.E
Robin Nelson, P.E. **PROPOSAL NO.:** N/A

DATE: 2-9-22

SUBJECT: LFP Accessible Curb Ramps Project ASA #1

I. Scope of Services

PACE has exceeded the original budget provided in the Professional Services Agreement and is requesting to authorize the use of the Optional Services/Management reserve to recover funds for work PACE performed outside of the original contract scope. In addition, PACE would also like to recover funds for additional work at the request of the City. The additional work performed by PACE outside of the project scope include the following:

Task 1 - Project Management, Progress Meetings:

The Project scope assumed (6) monthly progress meetings for the project totaling 3 hours. PACE actually attended (12) bi-weekly meetings averaging an hour duration for a total of 12 hours. We would like to recover the costs for the extra time allotted for these meeting.

Task 2 – Curb Ramp Needs Assessment, MEF Documentation:

The Project original scope of work assumed MEF documentation required for 5 curb ramps but did not include the MEF documentation required for sidewalks. We assumed the existing conditions of the sidewalk cross slopes would meet ADA requirements, but survey concluded existing cross slopes for sidewalks exceeded ADA requirements. We request to recover the costs to complete additional MEF documentation for these circumstances. 9 hours was devoted to this additional required design documentation and design effort.

Task 4 – Survey and Mapping, Additional Survey:

PACE's survey team scheduled and completed site visits to map existing conditions on 9/27/21 and 9/28/21 in accordance with our original scope of work. We assumed in the project scope existing conditions would not change following the completion of Lake Forest Parks Department of Public Works (DPW) resurfacing program. After PACE completed the mapping, the paving at the SE corner of the intersection NE 165th St and 41st Ave resulted in the construction of an asphalt berm at the SE curb return flow line which altered site conditions. As a result, PACE was asked to provide additional survey work to capture modified site conditions, which was completed on 10/27/21.

Task 5 – Evaluate and Document Stormwater Needs, Drainage Assessment:

We would like to recover funds for the additional design effort provided to resolve a complex drainage problem located at the SE ramp of intersection of NE 165th St and 41st Ave. Existing conditions allowed stormwater runoff to surcharge onto the sidewalk and onto private property. To resolve the existing drainage issue, we performed additional work which included multiple meetings with various stakeholders, research of existing drainage facilities, and extensive work for additional alternative analysis of various proposed curb ramp and drainage options. We request to recover the costs for the additional work associated with this drainage assessment.

Task 6 – Permitting, Critical Areas Permit and Tree Permit:

We would like to recover funds for the work we provided the City with permitting assistance. We did not assume in the original project scope of work PACE would prepare and submit an application for a critical areas permit and a tree permit. At the City's request this work included multiple meetings with City staff, critical areas permit application, and creation of tree exhibits.

Task 11 – Optional Services, Management Reserve:

At the City's Request, we would also like to add the amount of **\$2,000** to Task 11 restore contingency for the construction phase of this project.

II. Fee

We request the authorization to use the Optional Services/Management Reserve fund of **\$4,500**, not including the **\$2,000** in this ASA. In addition, we request to recover the amount of **\$7,657.00** for compensation of the above-described work completed outside of the Project Scope. Client agrees to pay PACE for the above services on the basis of an hourly labor rate plus reimbursable expenses per PACE Standard Hourly Rates or Charge Rate Schedule.

All services provided within the scope of this ASA will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

I accept the above described Scope of Services, and
the attached PACE Terms and Conditions and Fee
Structure.



Authorized PACE Representative Signature

Robin Nelson, P.E.

Printed Name

Vice President

Title

2/9/2022

Date

Authorized Client Representative Signature

Printed Name

Title

Date