



FAIRFAX TOWN COUNCIL MEETING STAFF REPORT

MEETING DATE February 5, 2025
PREPARED FOR Mayor and Town Council
PREPARED BY Heather Abrams, Town Manager and Dan Mahoney, Ross Valley Fire Chief
SUBJECT Adopt a Resolution Authorizing the Town Manager to Execute the First Amendment to the Professional Services Agreement between the Town and Fairchild Broms Design for Fire Station 21 and Receive Informational Report on Fire Station 21 Construction Project

RECOMMENDATION

Adopt a Resolution Authorizing the Town Manager to execute the First Amendment to the Professional Services Agreement between the Town and Fairchild Broms Design for upgrades to Fire Station 21 and receive informational report on Fire Station 21 construction project.

EXECUTIVE SUMMARY

Following the Town Council's decision in [September 2024](#) to proceed with Option 1 (estimated at \$1.5 million) to upgrade Fire Station 21, staff has been working to refine project details and prepare for the next phases. The Design contract requires an amendment to move forward, and this report provides an update on tasks completed and underway, as well as key milestones leading to construction. Staff intend to return to the Council in Spring 2025 with another detailed report, including updated timelines, cost estimates, and implementation plans.

BACKGROUND

At its meeting in September 2024, the Town Council reviewed options for upgrading Fire Station 21, located at 10 Park Road in Fairfax, and selected Option 1: Comprehensive Remodel of the Upstairs Portion of the Station. This decision addressed long-standing operational improvements and to accommodate additional fire personnel required under the Ross Valley Fire Department Joint Powers Agreement (RVFD JPA).

The project has since progressed, with staff focusing on refining the scope of work and addressing preliminary plan review comments. Fire Station 21, built in 1974, requires significant updates to meet modern safety and operational standards.

DISCUSSION

The following steps are underway to advance the project:

Scope and Code Review

- Finalizing the project scope based on preliminary plan check comments, including exploring options for separating the upper and lower floors to meet current life safety requirements.
- Confirmed that 2006 accessibility upgrades remain compliant.

Contract and Budget Review

- Updating the existing design contract to reflect the revised scope and addressing changes necessitated by the retirement of the original project manager.

- Evaluated whether additional services or a new contract are needed to move forward.
- Reviewing if the two-year-old cost estimate needs to be updated, at a cost, to ensure accuracy.

Temporary Housing Planning

- Estimating \$150,000 for temporary housing options for fire personnel during the six-month construction phase. Evaluating other options include renting an RV or other facilities to conserve funds.

Next Steps Toward Construction

- Review and approve the Designer’s proposed contract amendment, which will add to the scope in the following ways;
 - Designer will study and develop technical details for closing the floor opening between floors one and two, to bring the added floor assembly in conformance with current code.
 - Designer will study the visible existing condition between the residential portion of the station and the apparatus bay (vertical and horizontal) to explore the impacts of upgrading this to a 1 hour separation. The Town will review and make a determination if this scope will be incorporated into the documents. Depending on the outcome of this scope exploration, an additional contract amendment may be required.
 - Designer will develop a design that incorporates the addition of a rescue window into the new configuration of an additional sleeping room.
 - Designer will include up to eleven (11) additional meetings, with the Town and Fire Department (weekly meetings). Designer assumes that meeting memoranda will be prepared by others.
 - The specification fee has been increased to accommodate the increase in fees.
 - Cheryl Lentini will no longer be the project manager working with Fairchild Broms Design and her scope will be performed by FBD.
 - Plan check will be done by the Town of Fairfax.
 - CAsp review is not included.
 - Temporary housing for the fire personnel is not a part of this scope.
 - Compensation:
 - This amendment shall increase the total contract amount authorized to date.
 - Original Contract Amount: \$ 47,000
 - Amendment 01: \$ 16,500
 - Total Authorized: \$ 63,500
- Finalizing construction documents and conducting an updated cost estimate.
- Determining the process for permitting and bid documentation development process and timelines.

FISCAL IMPACT

The current design contract amendment requested by the designer is for an additional \$16,500 (for a total contract amount of \$63,500) and can be funded under 05-905-821. Additional costs for temporary housing, updated cost estimates, construction costs, and possible contract revisions will be presented in future reports to Council.

ATTACHMENTS

- A. Fairchild Broms Schedule of Rates (2023) (2025)
- B. First Amendment to the Professional Services Agreement
- C. Resolution

Fairchild Broms Design

Schedule of Rates (January 1, 2023)

Schedule of Professional Services

Principal / Architect of Record	\$225 / hour
Principal Cost Estimator	\$250 / hour
Senior Planner / Designer / Cost Planner	\$165 - 180 / hour
Designer / Drafter	\$110 / hour
Administrative	\$85 / hour

Schedule of Reimbursable Expenses

Transportation:	\$0.54 / mile
Deliveries/Postage:	Cost plus 15%
Plots/reproductions	Cost plus 15%
In House Copies / plots	
BW 11x17	\$0.20/page/copy
BW 8.5x11	\$0.10/ page/copy
Color 11x17	\$3.00/ page/copy
Color 8.5x11	\$1.00/ page/copy

Fairchild Broms Design

Schedule of Rates (January 1, 2025)

Schedule of Professional Services

Principal / Architect of Record	\$260 / hour
Specifications	\$300 / hour
Senior Planner / Designer	\$185 - 200 / hour
Designer / Drafter	\$140 - 160 / hour
Administrative	\$110 / hour

Schedule of Reimbursable Expenses

Transportation:	\$0.70 / mile
Deliveries/Postage:	Cost plus 10%
Plots/reproductions:	Cost plus 10%
In House Copies / plots:	
BW 8.5x11	\$0.50/ page/copy
Color 8.5x11	\$1.00/ page/copy
BW 11x17	\$0.75/page/copy
Color 11x17	\$3.00/ page/copy

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH
FAIRCHILD BROMS**

This First Amendment to the Agreement for Professional Services between the Town of Fairfax (“Town”) and Fairchild Broms Design (“Consultant”) is entered into as of the ____day of _____, 2025.

WHEREAS, Town and Consultant entered into an Agreement for Professional Services (“Agreement”) on December 6, 2023; and

WHEREAS, Town and Consultant entered into the Agreement for design of modifications to the Town’s Fire Station 21; and

WHEREAS, Town and Consultant now wish to amend the Agreement to modify the Scope of Work and Compensation provisions of the original Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 1 of the Agreement is revised to add the following provisions:

“1. Services. The Scope of Services contained in the original Agreement is revised to add the services listed on Exhibit A-1, Modified Scope of Services and Schedule of Charges/Compensation, attached hereto and incorporated herein by reference.”

2. Section 2 of the Agreement is amended in its entirety to read as follows:

“2. Compensation.

a) Subject to paragraph 2(b) set forth below, the Town shall pay for such services in accordance with the Modified Scope of Services and Schedule of Charges/Compensation contained in Exhibit A-1, attached hereto and incorporated herein by reference.

b) In no event shall the total amount to be paid to Consultant for services rendered pursuant to this Agreement and First Amendment exceed Sixty-three thousand, five hundred dollars (\$63,500). This amount covers all printing and related costs. Payments shall be made within 30 days of receipt of an approved invoice, which shall include a detailed description of the work performed.”

3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

Town of Fairfax

Fairchild Broms Design

By: Heather Abrams,
Town Manager

By: _____,
Title: _____

ATTEST: _____
Christine Foster,
Deputy Town Clerk

Attachments:
Exhibit A-1 Modified Scope of Services & Schedule of Charges/Compensation

Exhibit A-1 Modified Scope of Services and Schedule of Charges/Compensation

- Consultant agrees to study and develop technical details for closing the floor opening between floors one and two at Fire Station 21, to bring the added floor assembly in conformance with current code.
- Consultant agrees to study the visible existing condition between the residential portion of the station and the apparatus bay (vertical and horizontal) to explore the impacts of upgrading this to a 1 hour separation.
- Consultant agrees to develop a design that incorporates the addition of a rescue window into the new configuration of an additional sleeping room.
- Consultant agrees to attend up to eleven (11) additional meetings with the Town and Fire Department (weekly meetings).
- The specification fee has been increased to accommodate the increase in hourly rates.
- Cheryl Lentini will no longer be the project manager working with Fairchild Broms Design and her scope will be performed by FBD.
- Plan check will be done by the Town of Fairfax.
 - CAsp review is not included.
 - Temporary housing for the fire personnel is not a part of this scope.

Compensation:

This First Amendment shall increase the total contract amount authorized to date.

- Original Contract Amount: \$47,000
- Amendment 01: \$16,500
- Total Authorized: \$63,500

RESOLUTION NO. 25-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AMENDING THE AGREEMENT FOR PROFESSIONAL SERVICES WITH FAIRCHILD BROMS AND AUTHORIZING THE TOWN MANAGER TO PROVIDE NOT TO EXCEED \$63,500 OF TOWN FUNDS TO FAIRCHILD BROMS DESIGN FOR FIRE STATION 21 MODIFICATIONS.

WHEREAS, Town and Consultant entered into an Agreement for Professional Services (“Agreement”) on December 6, 2023; and

WHEREAS, Town and Consultant entered into the Agreement for design of modifications to the Town’s Fire Station 21; and

WHEREAS, Town and Consultant now wish to amend the Agreement to modify the Scope of Work and Compensation provisions of the original Agreement.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FAIRFAX, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

- 1) The Town Manager is hereby authorized to sign the First Amendment to the professional services agreement with Fairchild Broms; and
- 2) the Town Manager is hereby authorized to pay Fairchild Broms not to exceed \$63,500 for the total project scope.

PASSED AND ADOPTED by the Town Council of the Town of Fairfax on this 5th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

LISEL BLASH
MAYOR

CHRISTINE FOSTER
DEPUTY TOWN CLERK