

AMENDMENT NO. 8 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 8 to Design Professional Services Agreement (this “Amendment No. 8”) is entered into as of October __, 2020, by and between the TOWN OF FAIRFAX (the “Town”) and CALIFORNIA INFRASTRUCTURE CONSULTANCY (the “Contractor”), with reference to the following facts:

RECITALS

A. Town and Contractor previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 (the “Contract”). Capitalized terms used in this Amendment No. 8 shall have the meanings assigned to them in the Contract.

B. The parties wish to modify the Contract as provided more particularly below, for additional services to redesign the retaining wall for Meadow Way bridge.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Town and Contractor hereby agree as follows:

1. Contractor shall complete the added work for the Meadow Way Bridge as described in the attached Exhibit A and the maximum amount payable under the Contract shall be increased by \$619,790 to a total not-to-exceed amount of \$2,830,468.
2. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Contractor have executed this Amendment No. 8 as of the date first written above.

“TOWN”
TOWN OF FAIRFAX

“CONTRACTOR”
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

MEADOW WAY BRIDGE REPLACEMENT

SCOPE OF AND AMOUNTS OF EXTRA FEES FOR AMENDMENT NO. 8

1. Right-of-Way (ROW) Issues to Date

- a. CIC has been identifying ROW impacts to adjacent private properties through research of survey data and preliminary titles, and prepared maps and texts of ROW and ROW temporary or permanent impacts.
- b. CIC identified encroachment on Fairfax ROW by one resident (Horton, now the Stone residence), the need to acquire ROW from one or two additional property owners (Linscott & Davis-Thompson) and temporary and permanent easements from four (Wasserman, Binik, Stone and Davis-Thompson). A revocable easement has also been identified for encroachment on Fairfax ROW (Stone).
- c. CIC was involved in resolution of surveyed ROW dispute with three residents adjacent to the project (Wasserman at No. 1, Horton at No. 6 and Egger at No. 7 Meadow way).
- d. CIC has had several one-on-one meetings with the impacted residents, prepared text for, and posted information on, the project web site.
- e. CIC prepared exhibits for two new subconsultants for surveys and ROW acquisitions and easements, met with the subconsultants and received their proposals.

Subtotal, Consulting Fee for Item No. 1: \$34,480

2. ROW Phase, Including Surveys, Negotiations, Acquisitions, Temporary Construction Easements (TCEs) and Permanent Easements

CIC will bring on the team and work with ROW Acquisition and Surveys subconsultants to describe, quantify and price the ROW takes, permanent easements and temporary easements. CIC will be involved in negotiations with each of the five homeowners (Thompson-Davis, Linscott, Stone, Wasserman and Binik) and work with Town Attorney to finalize the agreements with these property the ROW certification process.

The scope for this task includes fees for two subconsultants (proposals attached) and the prime consultant, as follows:

\$70,163 (+ 10% markup) for Oberkamper & Associates for ROW engineering, surveys and recordation

\$60,720 (+ 10% markup) for Bender Rosenthal, Inc., for ROW negotiations, appraisals and acquisitions

\$41,240 to CIC for the task and subconsultants assistance to finalize ROW and easement agreements

Subtotal, Consulting Fee for Item No. 2: \$185,211

3. Utilities Handling, Coordination with Utility Companies and Provisions for Wet Utilities or Attach to Temporary Bridge, etc.

During Stage 2, and for removal of existing the existing bridge, the existing wet utilities (water, sewer and gas) will be attached to the temporary bridge, shooflied on a temporary structure, or

both. This requires additional coordination with MMWD and RVSD, design and details, specifications and cost analysis. CIC will also prepare the utility certifications.

Subtotal, Consulting Fee for Item No. 3: \$21,521

4. Civil Design and Environmental Mitigation Implementation

- a. San Anselmo Creek Restoration, Revised APE, NOAA and Caltrans Coordination, Additional Historical Property Assessment, Additional Landscaping and Environmental “Punch List”** - NEPA and CEQA Environmental Documents(EDs) for the project have been approved. CIC has been involved in streamlining the Biological Assessment (BA) for three bridges on San Anselmo Creek, including this bridge. CIC has held conference calls and a meeting with NOAA and Caltrans District 4 LAO staffs in the field in April 2019, to coordinate the BA Report for 3 HBP projects through a single document. CIC led the effort to incorporate into Plans, Specifications and Estimate (PS&E) creek conservation, mitigation and restoration resulting from the EDs. In longer term, CIC will be leading the effort to incorporate into the PS&E creek conservation, mitigation and restoration designs resulting from the EDs.

CIC will coordinate the creek mitigation and restoration efforts with its environmental and landscape architect subconsultants and refer to the work on the civil plans, account for their costs and incorporate the specifications for them in the PS&E package.

There will be many site- and project-specific biological and other constraints resulting from the permits and the approved EDs, which will need to be implemented in the PS&E in order to be compliant with the conditions of the permits. CIC will glean these directives from the EDs and permits, as well as through discussions with the environmental staff, to create a punch list for design, plans and costs. CIC will show the constraints on the plans and in project specifications, and prepare cost estimates for them, as necessary.

Subtotal, Consulting Fee for Item No. 4a: \$35,766

- b. Stone Residence (No. 6 Meadow) Restorations; Fence, Pillar and Driveway Reconstruction** - This property, on the southeast bridge quadrant, is currently encroaching on Fairfax ROW with its fences, pilasters and driveway. Current design concepts show the encroaching fences with one brick pilaster being removed during construction and ultimately reconstructed outside of the travel way (but still in Town's ROW, allowed through a revocable easement by the Town). At the same time, the project will encroach on the property temporarily to regrade the creek bank adjacent to the bridge abutment. The previous and current owners (Horton and Stone) have been cooperative and shown positive response regarding TCEs, permanent easement and the revocable easement. Project specifications will be written to record the existing conditions by videography and photos prior to construction. The existing driveway will have to be regraded, modified and made shorter since the entrance to the property will be pushed back. Drainage will also have to be considered. All current site amenities will be surveyed by CIC and recorded for replacement in kind.

Subtotal, Consulting Fee for Item No. 4b: \$18,360

- c. Davis-Thompson Residence (No. 333 Cascade) Restorations; Driveway and Fence Reconstruction** -

This home is located near the southwest corner of the bridge and its property lines run in the creek where work on bridge wingwall and the creek bank adjacent to bridge abutment will be

taking place. An existing side-yard redwood fence running through the property and on top edge of the creek bank will have to be removed entirely and replaced with a new fence on top of a new retaining wall. The creek bank below the retaining wall will need to be regraded and stabilized. A revetment and fish pool at the base of the creek bank and partly in the private property are planned for the project. The driveway from the side yard to Meadow Way will also be impacted, regraded and restored along with drainage correction and restoration of other private amenities. The owner has been cooperative and shown positive response regarding TCEs, permanent easements and possible ROW takes. All current site amenities will need to be surveyed by CIC and recorded for design, specifications and cost estimates for in-kind replacements.

Subtotal, Consulting Fee for Item No. 4c: \$18,360

d. Restoration at Binik Property (No. 7 Meadow) - This home is located at the northeast corner of the bridge. There will be road construction and disturbance in front of the residence's driveway. Existing fencing, mail box, refuse/recycle receptor housings and other amenities affected by construction will be replaced, repaired and restored. All current site amenities will be surveyed by CIC and recorded for design, specifications and cost estimating for in-kind replacements.

Subtotal, Consulting Fee for Item No. 4d: \$14,620

e. Restoration and ROW Management at Wasserman Property (No. 1 Meadow) - This property is located at the northwest corner of the bridge. The owner contends the property line parallel with centerline of Meadow Way extends some 5 feet into the street beyond the recorded location of the ROW. The northwest bridge wingwall may be encroaching on this claimed portion. Even though disputed, it has been mutually agreed the PS&E documents will respect this claim and will show the 5-foot strip parallel with the property being off-limits to the contractor during construction. Specification will be written to record (video and photo) the existing conditions prior to construction. The privately owned amenities within the encroachment area, such as irrigation pipes, planting, fences, driveway, etc., would be surveyed and restored. All current site amenities will need to be surveyed by CIC and recorded for design, specifications and cost estimating for in-kind replacements.

Subtotal, Consulting Fee for Item No. 4e: \$16,600

5. Final Bridge Architecture and Custom Railing Design

The current design includes concepts for architectural treatment of the concrete elements of the bridge and retaining walls. These elements were created in preliminary form by the architect, have been incorporated after communications with, and voting by, the residents and need to be refined in the final bridge and wall designs. Also, a custom steel fence has been shown for top of retaining walls that has not been cleared with the architect or designed, to be done in this phase. Downcast LED "puck" lights will be embedded flush in the vertical surface of the right barrier to illuminate the path for pedestrians at night.

Subtotal, Consulting Fee for Item No. 5: \$18,340

6. Reinforce the 1.5:1 Bank Slopes on Both Sides of Creek with Filterxx, Geowb/Geocell, or Similar

The geotechnical engineer has determined that the failing bank slopes graded by the project to 1.5: 1 in front of bridge wingwalls or attached retaining walls, underlain by riprap, will need to be further reinforced to be stable. The creek bank could not be made flatter, or else the wingwall/retaining walls

would be higher or the toe of slope would encroach into the creek and fish passage path. The product to be designed and used may be Filtrexx, Geocell/Geoweb, or similar, and will be shown on the plans and specifications and cost for it will be developed.

Subtotal, Consulting Fee for Item No. 6: \$11,880

7. Contract Revision and Subconsultant Agreements

CIC revised the prime contract to incorporate the latest federally compliant clauses in it, submitted to the Town Manager and will sign a new prime contract once it has been reviewed by the Town Attorney and finalized. CIC anticipates coordinating this change with the subconsultants and signing new subconsulting agreements with each subconsultant to incorporate the new contract. The expectation is that, at the minimum, the subconsultants would be looking to having their staff charge rates updated in the new contracts, accounted for in Task 9.

Subtotal, Consulting Fee for Item No. 7: \$14,640

8. Complications in, or Additions to, Structural Design

- a. Design of Road, Bridge and Wall Stages, Access Road Feasibility Study and Design; and Two Bridge Move-Over Options** - Due to ROW constraints, the new bridge has to be built off to the side in Stage 1 while the existing bridge remains operational. For Stage 2 bridge construction, the traffic will be moved to the new bridge, the existing bridge removed, abutments and walls completed and the new bridge moved over to its permanent location in the middle of the ROW. The stage construction and the traffic moves have added complexity to the design, among which are: bridge and wall construction details, intricate temporary retaining of the approach roadway embankment excavations stabilized with soil nails, two-stage removal of concrete and timber fortifications under the existing bridge using soil nails, etc.

To build the bridge and retaining walls, the feasibility and design of a temporary access road were studied in detail. Alignments, profiles and cross sections for the temporary access road were developed. The access road will remain within the Area of Potential Effect (APE). The details will be shown in the PS&E.

For the complex and intricate 6'-3" lateral relocation of the bridge from Stage 1 to Stage 2, two options will be explored: lifting the bridge to position with two cranes (one at each end), or "rolling" the bridge sideways on cylindrical steel rollers. Additional planning, engineering, multiple plans sheets of details, specifications language and cost estimates will be needed.

Subtotal, Consulting Fee for Item No. 8a: \$57,389

- b. Single-Season CON, Precast (PC) Arch issues, Temp Bridge, Abuts for Temporary Bridge, Civil Design** - Because of its condition, the existing timber bridge may not remain viable until the time it is replaced. It will certainly not survive two construction seasons as it is under the heavy construction loading and everyday vehicular traffic. It is also desirable to reduce the two construction seasons to one to lessen the public inconvenience and environmental impacts. To address these issues, several measures will be incorporated in the current cast-in-place (CIP) design:

1. Design the arch ribs as precast, prepared ahead of time, transported to the site and augmented with CIP spandrels, horizontal cross beams and top deck in the field without using falsework in the creek.

2. Design temporary supports, potentially using shallow foundations or drilled piles behind the abutments of the existing bridge, for a single-span temporary steel truss bridge to sit on. The temporary bridge will have the same width as, and will sit on top of, the existing timber bridge. Next, the existing bridge will be mined out and completely removed (or partially removed) from under the temporary bridge. Alternatively, if possible, the timber bridge will be removed and the temporary bridge placed in the course of a few hours on the same day.
3. Construct the new bridge abutments per the current geometry but in one stage, instead of two, using the planned access road. Build the new bridge in two stages and put the traffic on it in Stage 1 per the current plans. Remove the temporary bridge, move the bridge over and perform the subsequent tasks per the current plans.

Subtotal, Consulting Fee for Item No. 8b: \$57,465

9. Salary Escalations

Due to the duration of the project's schedule, stretched by the public involvement, Caltrans funding process and the environmental process, salaries and staff compensation for both the prime (CIC) and subconsultants have increased. The increase has been applied to half of the overall existing budget at 4% per year for two years only.

Subtotal, Consulting Fee for Item No. 9: \$19,344

10. Project Management (PM) and Turnkey Service, Fairfax invoices to Caltrans, HBP Surveys, Fiscal Updates, Caltrans Correspondence and Liaison, Various HBP Exhibits, Requests for Authorization RFAs, Additional Town Council Presentations, etc.)

The additional new tasks or scope augmentations, as well as the longer project schedule require additional PM efforts. CIC has provided turnkey service to ease the burden of project management on the Town; prepared HBP exhibits for scope/budget changes and RFAs; facilitated the Funds Obligation process after the project went through Deobligation; prepared Town's invoices to Caltrans, the HBP surveys, and Council agenda item descriptions; prepared HBP fiscal impact analysis for the Town's current and 5-year Capital Improvement Plans; engaged in liaison with District 4; and assisted with repairs and coordination for the existing bridge and contractor selection. The cost of these services is limited by Caltrans to 15% of the overall design costs.

Subtotal, Consulting Fee for Item No. 10: \$93,054

11. Other Direct Costs (ODCs)

ODCs include travel, mileage and expedited delivery costs only.

Subtotal, Consulting Fee for Item No. 11: \$2,760

Total Cost for Amendment No. 8 and Two-Phased Approval by the Town of Fairfax

The total requested fee for this amendment, based on the above breakdown and subtotals, comes to **\$619,790**. Barring any additional unforeseen project needs, this amendment has been prepared to carry the project through all ROW and final design tasks, final PS&E and through bidding. (A separate request to Caltrans will be needed for Construction, Construction Management and Design Services During Construction.) Caltrans District 4 has reviewed the current request and negotiated it with CIC. Subsequently, CIC refined and finalized the request, District 4 approved it in the above form and forwarded it to Caltrans Headquarters in Sacramento. Funding authorization is expected to be given as of the new federal fiscal year (FFY 20/21), after October 1, 2020. Caltrans has already approved the opening

of the project's ROW phase, but has not approved any dollars for ROW design, surveys and negotiations, which are in this proposal, and will be authorized separately.

CIC requests the following financial arrangement to be made for this amendment:

- A. The Town to authorize an interim amount of **\$206,000** for Tasks 2, 3 and 8b, prior to the new FFY 20/21, in order to maintain the project's momentum and commitment to the residents for speedy completion. CIC invoices related to this amount will not be forwarded to Caltrans for reimbursement until Caltrans has issued full authorization (Form E-76) for the above extras after October 1, 2020.
- B. The Town to authorize the remainder of the request, **\$413,790**, after Caltrans has issued the Form E-76 for the total requested amount of \$619,790.