

AMENDMENT NO. 7 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 7 to Design Professional Services Agreement (this "Amendment No. 6") is entered into as of August __, 2019, 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. 7 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 \$105,572.00 to a total not-to-exceed amount of \$2,316,250.00.
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. 7 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

"CONTRACTOR"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Scope of Services and Fees for Amendment No. 7

This amendment will be for the amount of \$105,572 to compensate CIC's team for:

- Special final design of the upper wall at the southwest project quadrant.
- The new log-rootwad revetment at the base of the creek bank at the above location.
- The dollars spent on the above preliminary changes for various presentations.
- Additional landscape architecture exhibits and designs provided previously.
- Additional neighborhood surveys (through Survey Monkey), email blasts to the neighborhood, project web site updates, data preparation, FAQ and response postings, and reports by the team's public outreach subconsultant to address the residents' concerns.
- Additional field geotechnical borings and investigations, reviews and recommendations for the upper tieback wall.
- Enlargement of the project's architectural Area of Potential Effect (APE) to add more properties adjacent to the bridge, requiring expanded historic and archeological resources studies by the respective subconsultant, per the requirement of the environmental review group at District 4 Local Assistance Office.
- Additional similar efforts through the PS&E and environmental processes.