



TOWN OF FAIRFAX

STAFF REPORT

May 4, 2022

TO: Mayor and Town Council

FROM: Heather Abrams, Town Manager

SUBJECT: Approve Amendment #4 to Agreement with Fredric C. Divine Architects (FCDA) in an amount not to exceed \$377,000 for additional design and structural engineering services required for the Pavilion Seismic Retrofit project and for the Pavilion Electric Kitchen project

RECOMMENDATION

Authorize the Town Manager to execute Amendment #4 to the agreement with Fredric C. Divine Architects (FCDA) to increase the contract amount by \$377,000 for a total not-to-exceed amount of \$509,160 for additional design and engineering services required for the Pavilion Seismic Retrofit project and for the Pavilion Electric Kitchen project.

BACKGROUND

In 2008, the Town applied for a FEMA Hazard Mitigation grant for the seismic retrofit (i.e., building protection from earthquakes) and ADA improvements (i.e., bathrooms, doors, ramp) for the Fairfax Pavilion building. Around 2010, the Town was awarded a \$450,000 grant with a \$150,000 (25%) local match.

The project has experienced significant delays due to the multitude of agencies involved, turnover in FEMA staff, and turnover in Fairfax staff. In December 2017, staff provided the Council with a historical timeline detailing the delays, actions, and meetings with the following agencies since 2012: Federal Emergency Management Agency (FEMA), California State Historic Preservation Officer (SHPO), California Office of Emergency Services (Cal-OES), Federated Indians of Graton Rancheria (FIGR). Also in 2017, the Council authorized staff to sign the Programmatic Agreement (PA) for the project. All the parties signed the PA by the end of February 2018. The next step was to conduct preliminary soil borings to determine the foundation design for the project. The site is a documented Native American shell mound site (i.e., midden) and the subject of prior studies. The primary concern of the agencies is limiting and mitigating the project's ground disturbance to the midden.

In May 2018, the Town approved an agreement with FCDA for geotechnical, structural engineering, archaeological, and architectural services for the preliminary foundation design for the Pavilion Seismic Retrofit project. FEMA approved the ATP approved in December 2018. In April 2019, the Council approved the preliminary plans for the project and authorized a contract for design services. In August 2019, the Council approved the full seismic upgrade to the Pavilion which included added design/management costs, a new roof, all new foundation, and all new sheer walls for the Pavilion. The approval was based on FEMA agreeing to provide additional funding and the Town agreeing to provide the required 25% matching funds for the project. The estimated total project cost was \$2,507,907.

Of the total project, the initial design/engineering contract with FCDA was approved in April 2019 for \$37,000, based on the minimal seismic retrofit project as described above. Amendment #1 for \$15,600 was approved in June 2019 for needed archeological services. However, with FEMA's preliminary approval of the full Seismic Retrofit project, the Council approved amendment #2, in April 2020, for \$39,500 for the added costs to design/engineer the full seismic upgrade project as well as the additional cost for a historical preservation consultant which was requested by FEMA. Amendment #3 increased the agreement by \$40,000, and was approved in December 2020, for a total contract amount of \$132,600.

DISCUSSION

The Pavilion project has had a number of significant delays, however, the project is needed to update the seismic safety and ADA compliance of this well-used and treasured Fairfax community building. Because of the delays and changing economic and construction cost environment, Town and project staff have scheduled a meeting with project agencies to request additional funding to complete the project as quickly as possible. The agreement amendment is needed to complete the updated funding request, prepare the project for bidding and construction, and move the project from design to shovel-ready. In addition, staff has identified Prop 68 Parks grant funding to build an all-electric kitchen in the current counter space that would have been left as raw space after the seismic retrofit. The contract amendment also helps the Town to take advantage of State Prop 68 Parks Per Capita funding to make the Pavilion and all-electric kitchen that can be a demonstration project for Town residents.

Exhibit A to the amendment includes Scopes A through D, as follows. Scope A is for construction services for \$249,07. Scope B is to complete the plan check and bid process for \$64,025 for a subtotal for Seismic/ADA is \$313,1000. Scope C is for complete services for kitchen remodel including plans, specifications, bidding, and construction management for \$60,500. Scope D is for the project manager and consultant services related to CA Parks and Rec grant for \$3,400 for a subtotal for Kitchen for \$63,900.

FISCAL IMPACT

The amounts requested in this amendment total \$377,000. FCDA contract and amendments were previously approved for \$132,160 for the Pavilion project. If approved, FCDA will be approved for a grand total of \$509,160, since the project began in 2008. There are sufficient funds in the Capital Improvement Program budget (Pavilion Fund 51-909) to cover this necessary added cost.

ATTACHMENT

Amendment #4 with Exhibit A to the amendment including: Scope A, Scope B, Scope C, and Scope D

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 4 to the March 29, 2019, Agreement (this “Amendment No. 4”) is entered into as of _____, 2022, by and between the TOWN OF FAIRFAX (the “Town”) and FREDERIC C. DIVINE ARCHITECTS, INC. (the “Contractor/Consultant”), with reference to the following facts:

RECITALS

A. Town and Contractor previously entered into that certain Contract/Agreement dated as of March 29, 2019 (the “Contract/Agreement”) and amended by Amendment No. 1 in June 2019, and by Amendment No. 2 in April 2020, and by Amendment No. 3 in December 2020. Capitalized terms used in this Amendment No. 4 shall have the meanings assigned to them in the Contract/Agreement.

B. The parties wish to modify the Contract/Agreement as provided more particularly below.

AGREEMENT

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

1. Contractor shall provide the additional work described more particularly on Exhibit A hereto (the “Additional Work”) and the maximum amount payable under the Contract shall be increased by \$ \$377,000 to a total not-to-exceed amount of \$ \$509,160.

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/Consultant have executed this Amendment No. 4 as of the date first written above.

“TOWN”
TOWN OF FAIRFAX

By: _____

Name: _____

Title: _____

“CONTRACTOR/CONSULTANT”

By: _____

Name: _____

Title: _____

Exhibit A

Description of the Additional Work

AGREEMENT

FOR PROFESSIONAL SERVICES

April 4, 2022

Heather Abrams
Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 95630

Re: Project 11003.00
Fairfax Pavilion
Phase II Construction Services

Dear Heather:

Thank you for selecting us to provide construction administration services for the Fairfax Pavilion. We will act as your project supervisor under Phase II of Programmatic Agreement prepared by FEMA, Cal OES and CSHPO.

PROJECT DESCRIPTION:

To provide consultant services to oversee Phase II construction services for the Fairfax Pavilion Seismic and Accessibility Upgrade project.

Architect Construction Administration Services

Services provided include:

Attendance at Preconstruction and regular construction meetings; Construction site visits; Response to construction clarifications and Requests for Information (RFIs); Review of contractor submittals and shop drawings; Revisions to construction drawings as required.

FCDA FEE: \$ 41,000

(Hourly based on attached hourly rates and includes \$500 reproducible allowance)

Assumes 9-month construction schedule and construction agenda and meeting notes by others.

Work by consultants will be charged as an additional reimbursable expense and includes 5% markup of cost.

Construction Management Consultant

\$193,000

Services provided include:

Attendance at Preconstruction, regular construction meetings and any other construction related meetings; Document control including RFI's, submittals, logs, tracking, contractor as built records; Site monitoring/ weekly inspections, work progress monitoring with documentation by site photos, videos, and reports; Inspection coordination; QA/ QC; Contractor schedule reviews; Review, evaluation, negotiation & processing of Change Orders; Contractor pay review; Contractor safety program review, Cal-OSHA compliance review; Utility coordination; Substantial completion tasks and punch list; Final completion and Project closeout.

Structural Engineer (Andersson Woodrow) **\$ 10,000**
Services include:
Preconstruction meeting; Structural observations for foundation concrete pours and framing,
Response to construction clarifications and Requests for Information (RFIs) and final letter report
Assumes 36 hours of time.

Geotechnical Engineer (Salem Howes Associates Inc.) **\$ 1,575**
Field review of foundation elements by geotechnical staff and response to construction
clarifications and Requests for Information (RFIs).

Historical Consultant (Evans & Deshavo, Inc) **\$ 3,500**
Services provided include:
Response to construction clarifications and Requests for Information (RFIs), field visits and
attendance at requested meetings.

Consultants excluded from current scope work as contracted directly by town.
Archaeologist (Tom Origer & Associates),
Tribe Monitor (Federated Indians of Graton Rancheria)

Other Exclusions:

- Special inspection services
- Fire suppression systems coordination
- Utility coordination
- Applications for possible PG&E rebate programs.
- Any additional consultants not specifically mentioned above.

TOTAL **\$ 249,075**

ADDITIONAL SERVICES:

At the request of the client, FCDA shall provide additional services not included elsewhere in the agreement for additional compensation. Such additional services may include, but not be limited to, providing, or coordinating services of consultants not identified elsewhere in this agreement; revisions due to changes in the Project scope, quality, or budget, or due to client requested changes in the approved design; evaluating changes in the Work and Contractor's requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform. An estimate of the additional fee necessary to provide any additional services will be provided to the client for approval.

USE and POSSESSION OF PLANS, DRAWINGS and SPECIFICATIONS:

Drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the client may be utilized only for his or her use and for occupying the project for which they were prepared, and not for the construction of any other project.

OTHER TERMS:

We will work on an hourly basis in accordance with the enclosed rate schedule, except as noted otherwise in the scope of services. Reimbursable expenses are in addition to professional fees, and are billed at cost plus 10%. You may stop our work at any time and only be responsible for work done to that point. We will usually bill monthly and payment is due within 30 days. Balances over 30 days are subject to interest at 1-1/2% per month. If any party sues other party(s) to enforce any of the terms of this agreement, the prevailing party shall, in addition to all other damages, be entitled to recover attorneys' fees, including fees and expenses if awarded.

If this proposal meets with your approval, please sign and date one copy of this Agreement and return to us to commence work. Thank you.

Sincerely,
FREDRIC C. DIVINE ARCHITECTS, INC.



Laura Kehrlein
Principal Architect
CA License C 25466

ACCEPTED: _____ **DATE:** _____

FREDRIC C. DIVINE ARCHITECTS, INC.

SCHEDULE OF HOURLY RATES 2022

SENIOR PRINCIPAL.....	\$ 185.00
PRINCIPAL ARCHITECT.....	\$ 140.00
SENIOR DRAFTER.....	\$ 100.00
DRAFTER 2.....	\$ 90.00
DRAFTER 1.....	\$ 80.00
CLERICAL.....	\$ 60.00

****Rates subject to change on an annual basis****

**AMENDMENT #2 (Revised)
FOR PROFESSIONAL SERVICES**

April 7, 2022

Heather Abrams
Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 95630

Re: Project 11003.00
Fairfax Pavilion
Phase I Additional Services

Dear Heather:

The following is our amended agreement to provide additional services due to expanded scope of work that was not originally included in our previous agreement dated April 3, 2020.

Architectural Additional Phase I Services

Expanded scope of work for conference calls with town attorneys for bid document revisions. Project management for revised cost estimates and construction management consultant. Coordinate and obtain quotes for hazardous material consultants. Revisions to drawings for restroom remodel plan instead of expanded restroom design. Coordination for new assembly space lighting. Responding to additional plan check comments related to seismic design and accessibility issues.

FCDA Fee	\$ 16,000.00
+ Reimbursable costs	\$ 500.00

Consultant fees include 5% markup which is less than our standard markup of 10%.

Structural Engineer (Andersson Woodrow)

Additional structural engineering services for consultations and revisions to plans based on town and construction manager comments. Future costs for plan check revisions, shoring consultant coordination and bid document clarifications.

Consultant Fee	\$ 10,000.00
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Mechanical, Electrical, Plumbing Consultant (Belden Engineers)

Additional revisions to plans based on town and construction manager comments, including restroom remodel instead of expanded restroom design.

Consultant Fee	\$ 5,500.00
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Construction Estimating (Mack 5)

Prepare revised construction estimate of the final bid set of drawings that include plan check corrections and constructability review.

Consultant Fee	\$ 7,525.00
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Construction Management Consultant (Mack 5)

Mack 5 will aid throughout the bid process including project administration, team meetings, project schedule, bid document review, bidding and contract award

Consultant Fee

\$ 25,000.00

TOTAL

\$ 64,025.00

Consultants excluded from current scope work as they are contracted directly by town.

Shoring Engineer (SPI Consulting Engineers)

CEQA Consultant (To be determined)

OTHER TERMS:

See previous agreement dated March 29, 2019.

Sincerely,

FREDRIC C. DIVINE ARCHITECTS, INC.



Laura Kehrlein
Principal Architect
CA License C-25466

ACCEPTED: _____ DATE: _____

AGREEMENT (Revised) FOR PROFESSIONAL SERVICES

April 19, 2022

Heather Abrams
Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 95630

Re: Project 13025.00
Fairfax Pavilion
Kitchen Project

Dear Heather:

Thank you for selecting us to assist you with the kitchen renovations at the Fairfax Pavilion. We propose to do your project on a time and material basis per the attached scope of work, and you will be billed only for the actual time spent.

PROJECT DESCRIPTION:

The project consists of a remodeling the existing 453 SF +/- warming kitchen to supplement the seismic retrofit and accessibility upgrade project.

CONSTRUCTION DOCUMENTS/ EQUIPMENT PLAN, HEALTH DEPARTMENT/ BUILDING PERMIT APPROVAL:

From the drawings prepared for the seismic retrofit project, we will prepare plan sets for a health department and building permit submittal. Drawings will consist of a site plan, equipment plan, exiting plan, interior elevations, and reflected ceiling plan with lighting calculations, along with any notes/ details necessary for building code requirements. An equipment specification book and a material sample board will be prepared for approval by the Marin County Health Department. Fredric C Divine Architects (FCDA) will submit plans and applications to the Marin County Health Department and Fairfax Building Department for approval. If plan check comments are received we will revise the drawings and response to comments as necessary. FCDA will coordinate with any consultants if necessary, in order respond to comments. In addition, we will coordinate with our plumbing, mechanical and electrical engineers, and our specification writer consultants as necessary.

FEE: **\$ 12,000** Allowance
Includes \$2,000 allowance for reimbursable expenses such as permit application fees, copies, full size print drawings.

Consultant Costs

Plumbing, Mechanical and Electrical Engineer	\$ 5,000 Allowance
Specification Consultant	\$ 3,300 Allowance

BIDDING AND NEGOTIATION:

FCDA will prepare bid document package including plans, specifications, bid documents and bid instructions. Our office will attend the pre-bid meeting, respond to contractor's request for information, revise drawings if necessary, and assist town in reviewing bids. We will coordinate with our construction management consultant to provide a construction cost estimate and constructability of the drawings prior to advertisement of bid.

FEE: \$ 14,000 Allowance

Consultant Costs

Construction Estimator \$ 4,000 Allowance

Constructability Review \$ 2,000 Allowance

CONSTRUCTION ADMINISTRATION:

FCDA will attend pre-construction meeting, weekly construction meetings, review agenda minutes, respond to contractor's request for information, perform weekly inspections, monitor work progress, document work through site photos, review and evaluate contractor change orders, perform substantial completion, punch list, final completion, and project closeout tasks.

FEE: \$ 20,500 Allowance

TOTAL FEE \$ 60,500 Allowance

ADDITIONAL SERVICES:

At the request of the client, FCDA shall provide additional services not included elsewhere in the agreement for additional compensation. Such additional services may include, but not be limited to, providing, or coordinating services of consultants not identified elsewhere in this agreement; revisions due to changes in the Project scope, quality, or budget, or due to client requested changes in the approved design; evaluating changes in the Work and Contractor's requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform. An estimate of the additional fee necessary to provide any additional services will be provided to the client for approval.

USE and POSSESSION OF PLANS, DRAWINGS and SPECIFICATIONS:

Drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the client may be utilized only for his or her use and for occupying the project for which they were prepared, and not for the construction of any other project.

OTHER TERMS:

We will work on an hourly basis in accordance with the enclosed rate schedule, except as noted otherwise in the scope of services. Reimbursable expenses are in addition to professional fees and are billed at cost plus 10%. You may stop our work at any time and only be responsible for work done to that point. We will usually bill monthly, and payment is due upon receipt. Balances over 30 days are subject to interest at 1-1/2% per month. If any party sues other party(s) to enforce any of the terms of this agreement, the prevailing party shall, in addition to all other damages, be entitled to recover attorneys' fees, including fees and expenses if awarded.

If this proposal meets with your approval, please sign and date one copy of this Agreement and return to us. Thank you.

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Laura Kehrlein
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ACCEPTED: _____

DATE: _____

FREDRIC C. DIVINE ARCHITECTS, INC.
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DRAFTER 1.....	\$ 80.00
INTERN/ CLERICAL.....	\$ 60.00

****Rates subject to change on an annual basis****

**AGREEMENT
FOR PROFESSIONAL SERVICES**

April 19, 2022

Heather Abrams
Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 95630

Re: Project 13025.00
Fairfax Pavilion
Kitchen Per Capita Grant

Dear Heather:

Thank you for selecting us to assist you with preparing the Per Capita Grant Application for the Fairfax Pavilion kitchen project. We propose to do your project on a time and material basis per the attached scope of work, and you will be billed only for the actual time spent.

PROJECT DESCRIPTION:

Prepare documents needed for the State of California Park and Recreation Per Capita Grant application.

PROFESSIONAL SERVICES

Fredric C Divine Architects (FCDA) will perform project manager services by coordinating with the consultants necessary to prepare the documents needed for the grant applications.

FEE: \$ 1,750 Allowance

Consultant Costs

Grant Writer \$ 1,650 Allowance

TOTAL FEE \$ 3,400 Allowance

ADDITIONAL SERVICES:

At the request of the client, FCDA shall provide additional services not included elsewhere in the agreement for additional compensation. Such additional services may include, but not be limited to, providing, or coordinating services of consultants not identified elsewhere in this agreement; revisions due to changes in the Project scope, etc. An estimate of the additional fee necessary to provide any additional services will be provided to the client for approval.

OTHER TERMS:

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