



TOWN OF FAIRFAX

STAFF REPORT

September April 2, 2014

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

SUBJECT: Approve contract amendment No. 3 with the California Infrastructure Consultancy to begin and complete the design phase for the Creek Road Bridge and Marin, Spruce, and Canyon Road Bridge projects

RECOMMENDATION

Authorize the Town Manager to prepare and execute an amendment to the agreement with California Infrastructure Consultancy (CIC) to increase the contract amount by \$737,110 for a total not to exceed amount of \$1,243,360 to begin and complete the design phase of the Creek Road Bridge and Marin, Spruce, and Canyon Road bridges.

DISCUSSION

In October 2013, the Council awarded a contract to CIC to provide preliminary engineering, community outreach, environmental, and design services for five bridges in Fairfax. The project has progressed with community workshops conducted for all five bridges: Creek, Meadow, Marin, Spruce, and Canyon Road bridges. Contract amendment No. 1 added funding for the Phase I work for the Meadow Way Bridge. Amendment No. 2 increased the contract by \$27,250 for additional work.

This amendment will allow CIC to begin the design work for the Spruce, Canyon, and Marin Road bridges (funded by the federal BPMP program) and Creek Road bridge seismic retrofit project. Caltrans has approved the funding for Phase II for both the BPMP and Creek Road bridges. In essence, Phase II will complete the environmental analysis and design to allow the Town to bid the projects out for construction. The design and environmental phase will take 18-24 months to complete, with construction not anticipated to begin until Spring 2016. The original contract included the scope of work for Phase II, but not the funding. The original contract was also slated to expire in September 2014 with an option for a one year extension. Since the Phase II work may take 18-24 months, we are extending the contract to September 1, 2016 with no option to extend.

This amendment does NOT include funding for Phase II of the Meadow Way Bridge project. Caltrans is in the process of reviewing the Town's funding request which would allow CIC to complete its work for the preliminary assessment. Also, Caltrans has informed the Town that we will need to submit an application for additional BPMP funding to cover the non-seismic retrofit repairs for the Creek Road Bridge. CIC's contract includes applying for the additional funding from Caltrans.

FISCAL IMPACT

The Federal Bridge programs cover approximately 90% of the \$737,110 cost. The Town's matching share is \$70,532. The FY14-15 Capital Improvement Program budget allocated \$76,000 for the matching costs. Caltrans also approved an additional \$12,000 for the Town to be reimbursed for other engineering costs (e.g., Town Engineer) related to reviewing and coordinating the work of CIC.

ATTACHMENTS

Contract Amendment No.3

AGENDA ITEM # 7

AMENDMENT NO. 3 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 3 to Design Professional Services Agreement (this "Amendment No. 2") is entered into as of September 3, 2014, 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. 3 shall have the meanings assigned to them in the Contract.

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

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 work for the Creek Road Bridge and the Spruce, Marin, and Canyon Road bridges per the Contract and the maximum amount payable under the Contract shall be increased by \$737,110.00 to a total not to exceed \$1,243,360.00.
2. Amend the term of the Contract to expire on September 1, 2016 with no option for an extension.
3. 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. 3 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

"CONTRACTOR"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____