



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Approval of fourth amendment to Glass Architects agreement and allow for early demolition of Police and Fire buildings

### RECOMMENDED MOTION:

Approve fourth amendment to Glass Architects agreement and authorize early demolition of Police and Fire buildings

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### SUMMARY

Attached is the recommendation of the Project Manager to authorize the amendment to the Glass Architects agreement and to begin early demolition of the Police and Fire buildings.

### FISCAL IMPACT

Fiscal impact would be approximately \$35,000 for architectural documents, structural engineer, civil engineer, and the LEED consultant fees all associated with the request for early demolition.

### STAFF RECOMMENDATIONS

Authorize preparation of documents for the demolition of the existing Police and Fire buildings and the bidding and demolition of these buildings.

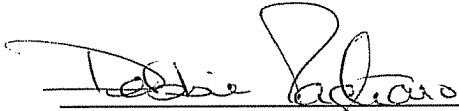
### ATTACHMENTS

- 1) Recommendation of Swinerton Management & Consulting
- 2) Fourth amendment to Glass Architects agreement

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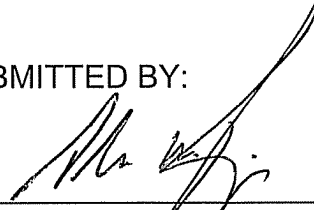
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| Item #:       | 6A     |
| Meeting Date: | 3-4-08 |
| Page #:       | 1      |

PREPARED BY:



Debbie Pagliaro  
Assistant to the City Manager

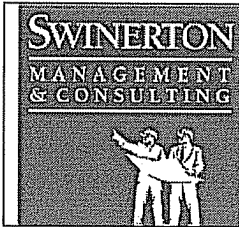
SUBMITTED BY:



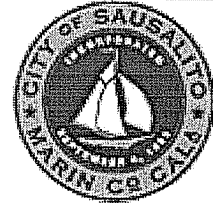
Adam W. Politzer  
City Manager

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Meeting Date: 3-4-08  
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**Sausalito Public Safety Facilities  
Police & Fire Stations**



**28 February 2008**

**Memo**

**To: Adam Politzer  
Sausalito City Manager**

**From : Dick Hannigan  
Swinerton**

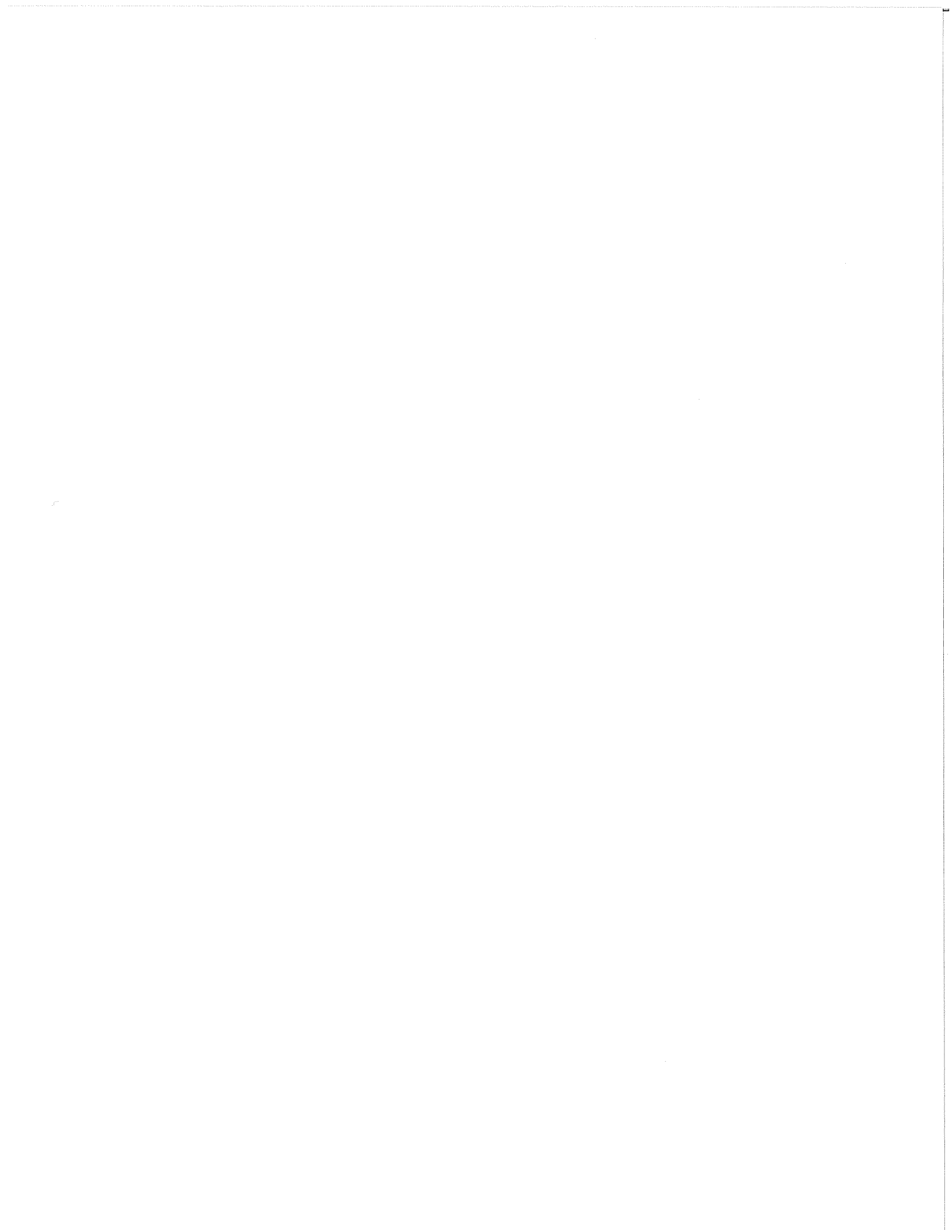
**RE: Recommendation for Early Demolition of Police & Fire Buildings**

**Swinerton is recommending to the City Council to authorize preparation of documents for the demolition of the existing Police and Fire Buildings and the bidding and demolition of these buildings.**

**The reason for this recommendation is to enable the construction of the new Police and Fire Stations on these sites to start early. It is our intention to start the construction of the new buildings before the cut off date for site work in Sausalito. The early demolition of the existing buildings will clear the sites so that when the bidding for the new facilities is completed the construction will be able to start immediately.**

**There will some additional costs for the preparation of the documents and the bidding process. The costs will be off set by avoiding the potential escalation in bidding if the bid and construction dates are extended.**

**Cc: Mary Wagner  
John Baker  
Eric Glass  
Mike Kelly  
Jonathan Leone**



**FOURTH AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT**

**THIS FOURTH AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT** ("Third Amendment"), dated effective as of March 2, 2008 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "City"), and **GLASS ARCHITECTS**, a sole proprietorship ("Architect").

**RECITALS**

The following Recitals are a substantive part of this Agreement:

A. City and Architect entered into the Standard Form of Agreement between Owner and Architect dated as of November 28, 2006 (the "Original Agreement"). The City and the Architect also entered into the First Amendment to the Agreement dated as of February 20, 2007 (the "First Amendment"), the Second Amendment to the Agreement dated as of April 17, 2007 (the "Second Amendment"), and the Third Amendment to the Agreement dated as of December 12, 2007 (the "Third Amendment"). The Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall be referred to herein collectively as the "Agreement".

B. The Agreement provides for the provision of architectural services by Architect for the design, documentation and construction administration services for the construction of new public safety facilities for the City at 333 Johnson and 29 Caledonia Streets. Capitalized terms utilized herein and not otherwise defined shall have the meaning set forth in the Agreement.

C. The public safety facilities include both a new fire facility at 333 Johnson and a new police facility at 29 Caledonia Street. Pursuant to the First Amendment, the parties agreed to the redesign of the police facility that is located at 29 Caledonia Street which is the subject of the Project Approvals to address potential geological issues related to the site.

D. The Agreement currently provides that the Architect shall include plans for the demolition of both the existing police and fire buildings as part of the Construction Documents and that the demolition would occur immediately prior to or in close proximity to the construction of the new facilities.

E. In order to further address geological issues related to the Police Building site and overall construction schedule timing the parties have determined that it is necessary to demolish the existing Police Station and Fire Station buildings prior to the commencement of construction of either building.

F. The City and the Architect desire to enter into this Fourth Amendment to provide for the Architect's preparation of separate demolition plans for the existing Police Station and Fire Station buildings.

**AGREEMENT**

In consideration of the mutual covenants and conditions contained in this Amendment, City and Architect hereby agree as follows:

**Section 1. Demolition Plans/Bid Documents – Police Station and Fire Station.**

a. As part of the Basic Services, Architect shall prepare, for approval by the Owner, plans and specifications setting forth in detail all of the requirements for the demolition and removal of the Police and Fire Station Buildings (the "Police Station and Fire Station Demolition Plans"). The Police Station and Fire Station Demolition Plans shall be submitted to the City on or before May 31, 2007 and shall be of sufficient detail to allow the City to solicit meaningful and accurate bids from contractors for the proposed demolition.

b. The Police and Fire Station Demolition Plans will incorporate LEED considerations into the demolition such as salvaging and reusing materials and Architect shall document all LEED points in connection with the demolition as required in order for the City to obtain LEED certification

c. The Police Station and Fire Station Demolition Plans will also include: temporary grading, a drainage plan; a storm water treatment plan; a Storm Water Pollution Prevention Plan; incorporation of all demolition related Mitigation Measures from the approved Mitigation Monitoring Plan; incorporation of all applicable conditions of the Project Approvals; and other information required to comply with applicable local, state or federal requirements.

d. Architect shall attend City Council and/or Planning Commission meetings as reasonably requested by the City in connection with the Police Station and Fire Station Demolition Plans.

e. Architect shall provide contract oversight including site visits as needed and reasonably requested by City.

**Section 2. Fee Modification.** In consideration of the work to be performed by Architect pursuant to Section 1 of this Fourth Amendment the fee to be paid to Architect pursuant to Section 11.2.2 of the Agreement shall be modified to include an amount not to exceed the following:

Architect.....\$ 20,000  
Structural Engineer.....\$ 3,000  
Electrical Engineer.....\$n/a

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|                                |                  |
|--------------------------------|------------------|
| Mechanical Engineer.....       | \$n/a            |
| Civil Engineer.....            | \$ 7,000         |
| LEED Consultant.....           | \$5,000          |
| <u>Interior Designer .....</u> | <u>\$n/a</u>     |
| <b>Total Additional Fees</b>   | <b>\$ 35,000</b> |

**Section 3. Effect on Agreement.** Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

**Section 4. Entire Agreement; Conflicts.** This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

**Section 5. Execution.** This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument. Each party represents to the other that the person signing this Amendment on behalf of the party has the authority to do so.

CITY:

CITY OF SAUSALITO, a municipal corporation

Dated: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
Amy Belser, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *(Signatures continued on following page)*

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*(Signatures continued from preceding page)*

ARCHITECT:

GLASS ARCHITECTS, a sole proprietorship

Dated: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
Eric M. Glass, AIA    C10,586

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