



STAFF REPORT

AGENDA TITLE:

Amendment No. 5 to the Agreement by and between the City of Sausalito and Glass Architects

RECOMMENDED MOTION:

Approve the 5th Amendment to Standard Form of Agreement between City and Architect and Authorize the City Manager to execute the 5th Amendment on behalf of the City

SUMMARY

The City entered into an Agreement with Glass Architects for the design of the new Public Safety Facilities in November, 2006 (see Attachment No. 1). The Agreement has subsequently been amended four times. Section 11.4.1 of the Agreement contemplates that the architect will be reimbursed for certain delineated expenses but that such amount would not exceed \$35,000 without additional approval.

Glass Architects has depleted the original amount of \$35,000.00 that was included in their original agreement for Reimbursable Expenses. Glass Architects' original Agreement with the City of Sausalito expressly excluded costs associated with the printing and shipping of Plan Sets for the purpose of Bidding. The City of Sausalito does not have a printing vendor. In order to provide Bid Sets and other project documents on a timely basis, Glass agreed to print and distribute Bid Documents but acknowledged that it would deplete their reimbursable account. Glass Architects will need to continue providing services covered by the reimbursable account during the remainder of the project.

BACKGROUND

The City of Sausalito did not engage a printing vendor to provide printing services specifically for the Public Safety Facilities Project. Glass Architects included an amount of \$35,000 for expenses, however this amount specifically excluded costs associated with the printing and distribution of Bid Documents, such as plans and manuals.

Item #: 603
Meeting Date: 1-13-09
Page #: 1

The City of Sausalito instructed Glass Architects to provide Demolition Drawings and Manuals, initial New Construction Drawings and manuals, and follow up sets of re-bid Plans and manuals to multiple Builder's Exchanges around the Bay Area during the Bid Periods for demolition and new construction. Glass also printed and distributed regular updates to the documents as were necessary during the bidding periods.

As stated, costs associated to provide and distribute the Bid documents and materials were specifically excluded in the original Agreement with the City of Sausalito. However, Glass Architects provided this service during the bid periods to ensure timely distribution of necessary documents, but noted at the time that it would deplete their Reimbursable Account intended to be used for other expenses, and that the account would need replenishment to allow Glass Architects to continue providing necessary documents and services during the course of the construction project, including travel expenses, shipping and distribution of documents and other services not covered in the original Agreement.

The City of Sausalito has received all back-up for the expenses incurred by Glass Architects for previous reimbursable expenses and the billings have been appropriate.

ISSUES

There are no other outstanding issues.

FISCAL IMPACT

Funding will come from the General Obligation Bond. Funds will be used to replenish the Reimbursable Account that will be used on an as needed basis. Any funds not used for reimbursable expenses during the remainder of construction will return to the City of Sausalito.

STAFF RECOMMENDATIONS

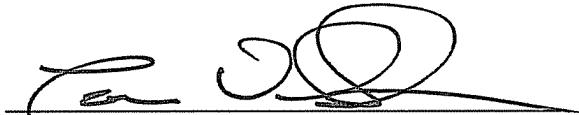
Swinerton Management & Consulting recommends that the City Council authorize the City Manager to execute Amendment No. 5 to the Agreement with Glass Architects to provide an additional \$25,000 for Reimbursable Expenses for a total amount not to exceed \$60,000.

Item #: 603
Meeting Date: 1-13-09
Page #: 2

ATTACHMENTS

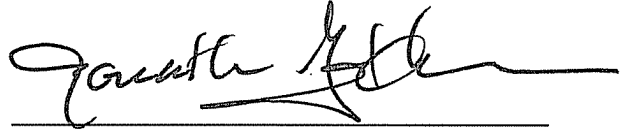
- 1. Copy of Original Agreement by and between the City and Glass Architects

PREPARED BY:



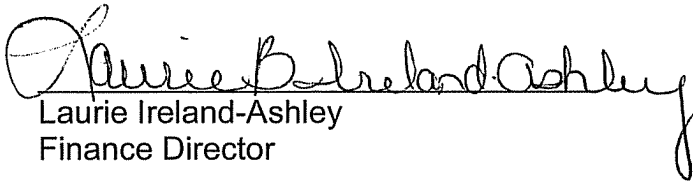
Loren Umbertis
Project Manager

REVIEWED BY:



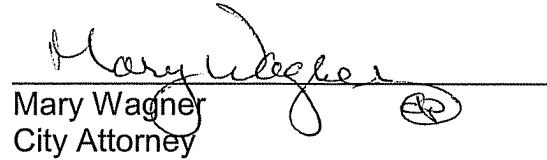
Jonathon Goldman
Director of Public Works

REVIEWED BY



Laurie Ireland-Ashley
Finance Director

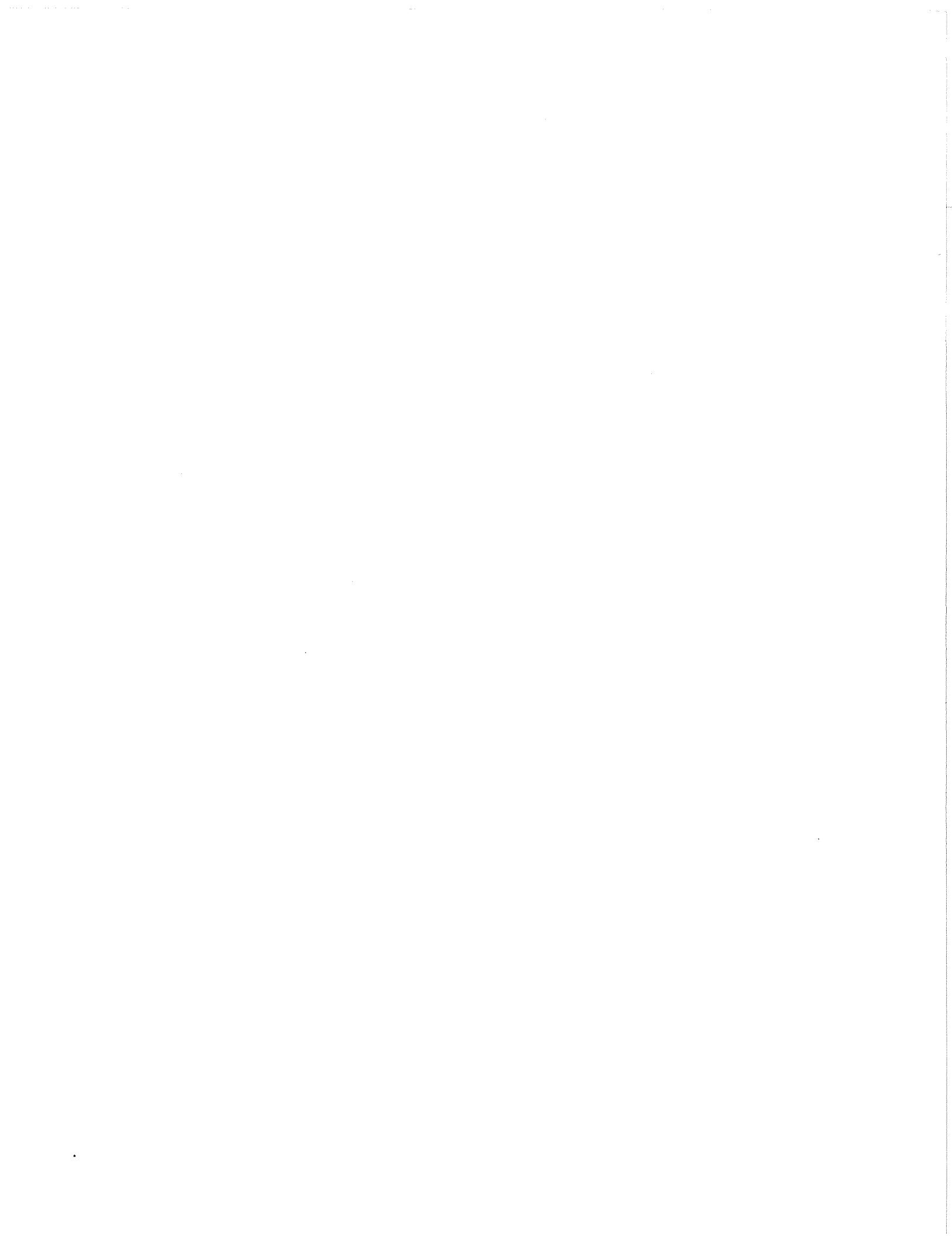
REVIEWED BY



Mary Wagner
City Attorney

SUBMITTED BY:

Adam W. Politzer
City Manager



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

THIS FIFTH AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT ("Fifth Amendment"), dated effective as of November 18, 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"), the Third Amendment to the Agreement dated as of December 12, 2007 (the "Third Amendment") and the Fourth Amendment dated as of March 2, 2008 (the "Fourth Amendment"). The Original Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth 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 Calednoia 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 provides that the Architect shall be reimbursed for certain delineated expenses in an amount not to exceed \$35,000. The Agreement did not contemplate that the Architect would provide copies of plans and other documents required for the bidding of the demolition and construction of the project as it was assumed that such services would be provided by the City. However, City was unable to provide these services in house and requested that Architect provide them.

F. The City and the Architect desire to enter into this Fifth Amendment to provide for additional \$25,000 in reimbursement to the Architect.

603
1-13-09
5

AGREEMENT

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

Section 1. Reimbursable Expenses. Section 11.4.1 of the Agreement is amended to increase the cap on reimbursable expenses to Sixty Thousand Dollars (\$60,000.00).

Section 2. 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 3. 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 4. 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: _____, 2009

By: _____
Adam Politzer, City Manager

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney
FifthAmendmentGlassAgmt.2

(Signatures continued on following page)

603
1-13-09
6

(Signatures continued from preceding page)

ARCHITECT:

GLASS ARCHITECTS, a sole proprietorship

Dated: _____, 2009

By: _____
Eric M. Glass, AIA C10,586

603
1-13-09
7

