



# STAFF REPORT

## AGENDA TITLE:

Amendment No. 6 to the Agreement with Glass Architects to Provide Design Services to relocate Firefighter Pole at the Public Safety Facilities Project.

## RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to execute Amendment No. 6 to the Agreement with Glass Architects to provide design services for relocation of Firefighter Pole at the Public Safety Facilities Project.

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## SUMMARY

The Sausalito Fire Department reviewed the construction drawings and requested that the Firefighter's Pole to be relocated to a different location within the facility. Glass Architects, along with their sub-consultants, proposes to provide the design services to relocate the pole for a cost not to exceed \$7,500 plus expenses. Staff and other City consultants have reviewed the request, the proposal from Glass, and preliminary cost estimates to implement the proposed design change (expected to be \$5,000 or less), and recommend approval.

## BACKGROUND

Glass Architects designed the Fire Department Station with a Firefighters Pole for firefighters to have ready and rapid access to the apparatus bay of their facility from their upstairs living area. The drawings were reviewed by the Sausalito Firefighters during the original design phase, and no objections were made at that time to the proposed location of the pole. However, after the Notice to Proceed had been issued to Alten Construction, the Sausalito Fire Department determined that the location of the Firefighters Pole would not adequately meet their requirements for ready and rapid access to the apparatus bay. Glass Architects made preliminary sketches to provide alternative locations. The Sausalito Fire Department reviewed the sketches and stated their preference for a new location.

In order to effect the change, Glass Architects and their sub-consultants must revise the contract plans to accommodate the firefighter's pole in the revised location. Glass Architects has submitted a proposal to provide the design services for a cost not to exceed \$7,500.00 plus expenses. Swinerton Management & Consulting and City of Sausalito Staff have reviewed the costs and recommend that the Amendment be approved.

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Glass Architects will prepare revised drawings and upon completion, the drawings will be provided to Alten Construction, Inc for review and preparation of pricing for the change of location. Swinerton Management & Consulting has prepared a preliminary estimate for the construction costs associated with the change, based upon current design information, and it is anticipated that the overall hard and soft costs of the relocation of the Firefighter's Pole will constitute a negligible change to the overall project cost or schedule, and may result in a credit back to the City of Sausalito due to the deletion of certain fixtures and building elements, while continuing to provide the Sausalito Fire Department with full operational capabilities with no loss of functionality or amenities.

## **ISSUES**

No other outstanding issues have been identified.

## **FISCAL IMPACT**

General Obligation contingency funds are available for this Amendment. As noted, hard construction credits for the change in scope may offset the design costs and the overall costs may result in a credit to the City of Sausalito.


## **STAFF RECOMMENDATIONS**

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to execute Amendment No. 6 to the Agreement with Glass Architects to provide design services for relocation of Firefighter Pole at the Public Safety Facilities Project.

## **ATTACHMENTS**

1. Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to execute Amendment No. 6 to the Agreement with Glass Architects to provide design services for relocation of Firefighter Pole at the Public Safety Facilities Project
2. Copy of Original Agreement between City of Sausalito and Glass Architects.
3. Copy of Amendment to Relocate Firefighters Pole.

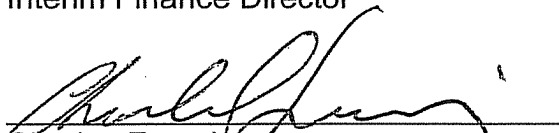
PREPARED BY:  
SMC Project Manager

  
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Loren Umbertis


REVIEWED BY:  
Director of Public Works

  
\_\_\_\_\_  
Jonathon Goldman

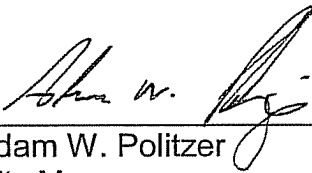
REVIEWED BY:  
Interim Finance Director

  
\_\_\_\_\_  
Charles Francis

REVIEWED BY:  
City Attorney

  
\_\_\_\_\_  
Mary Anne Wagner, Esq.

SUBMITTED BY:

  
\_\_\_\_\_  
Adam W. Politzer  
City Manager

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RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GLASS ARCHITECTS TO PROVIDE DESIGN SERVICES TO RE-LOCATE THE FIREFIGHTER POLE AS PART OF THE PUBLIC SAFETY FACILITIES PROJECT**

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**WHEREAS**, the City and Glass Architects, a sole proprietorship, ("Glass"), entered into a Standard Form of Agreement between Owner and Architect dated November 28, 2006 for design services associated with the City's Public Safety Facilities Project (the "Original Agreement"); and

**WHEREAS**, 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"), the Fourth Amendment dated as of March 2, 2008 (the "Fourth Amendment") and the Fifth Amendment to the Agreement dated November 18, 2008 (the "Fifth Amendment"), collectively referred to hereunder as the "Agreement"; and

**WHEREAS**, the City wishes to relocate the Firefighter Pole in the new fire facility in order to provide ready and rapid access to the apparatus bay; and

**WHEREAS**, the City and Glass desire to enter into a Sixth Amendment to provide for the changes in the plans necessitated by the relocation of the Firefighters Pole; and

**WHEREAS**, the funds available from Bond Proceeds are adequate to provide not only the design services desired, but also the probable costs of construction.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sausalito:

1. Approves the attached and incorporated by reference herein Amendment No. 6 to the Agreement for the services described therein and for a sum not to exceed \$7,500 plus reimbursable expenses which shall not be exceeded without express approval.
2. Authorizes the City Manager to execute the attached Amendment No. 6 to the Agreement on behalf of the City.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Sausalito on the 24th day of March, 2009 by the following vote:

**AYES:** Councilmembers:  
**NOES:** Councilmembers:  
**ABSTAIN:** Councilmembers:  
**ABSENT:** Councilmembers:

\_\_\_\_\_  
**MAYOR OF THE CITY OF SAUSALITO**

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CITY CLERK**

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

**THIS SIXTH AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT** ("Sixth Amendment"), dated effective as of March 24, 2009 (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"), the Fourth Amendment dated as of March 2, 2008 (the "Fourth Amendment") and the Fifth Amendment to the Agreement dated November 18, 2008 (the "Fifth Amendment"). The Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth 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.

D. The City wishes to relocate the Firefighter Pole in the new fire facility in order to provide ready and rapid access to the apparatus bay. The parties desire to enter into this Sixth Amendment to provide for the changes in the plans necessitated by the relocation of the Firefighters Pole.

**AGREEMENT**

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

**Section 1. Scope of Work.** In addition to the "Basic Services" as defined in Article 2 of the Agreement as amended, the Architect shall provide the City with the services set forth in the attached "Fee Proposal for Firefighter Pole Relocation" dated January 28, 2009 and revised February 5, 2009 labeled Attachment 6-1 to this Sixth Amendment and incorporated herein by reference.

**Section 2. Fee Modification.** In consideration of the work to be performed by Architect pursuant to Section 1 of this Sixth Amendment, the fee to be paid to Architect pursuant to Section 11.2.2 of the Agreement, as amended, shall be modified to include an amount not to exceed \$7,500.

**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: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Adam Politzer, City Manager

ATTEST:

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

*(Signatures continued on following page)*



*(Signatures continued from preceding page)*  
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ARCHITECT:

GLASS ARCHITECTS, a sole proprietorship

Dated: \_\_\_\_\_, 2009

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

**Attachment 6-1**

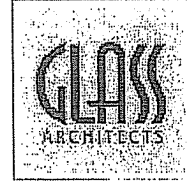
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January 28, 2009  
Revised February 5, 2009

Mr. Adam Politzer  
City Manager  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

Re: Public Safety Facilities  
Proposal for Fire Pole Relocation

Dear Adam:

In response to the request from the Fire Department to relocate the fire pole and based on the selected location, GLASS ARCHITECTS is pleased to present herewith our proposal for additional professional services to document the necessary revisions and documents for inclusion in the construction contract.

This proposal includes the services of our structural, mechanical and electrical engineers as well as our own work efforts. Our fee for professional services to complete this additional scope of work is Seven Thousand, Five Hundred Dollars (\$7,500.00), plus reimbursable expenses per our original agreement.

Thank you for the opportunity to present this proposal for your project. We are prepared to begin work on this additional task upon your authorization. Please call me immediately if you have any questions I may be able to clarify.

Sincerely,  
GLASS ARCHITECTS

A handwritten signature in black ink, appearing to read "Eric M. Glass", written over a horizontal line.

Eric M. Glass, AIA  
Principal

cc: Loren Umbertis, Swinerton Management & Consulting  
Jonathon Goldman, Public Works Director  
Michael Kelly, Councilmember

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# Standard Form of Agreement Between Owner and Architect

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## AGREEMENT

made as of the 28<sup>th</sup> day of November in the year of 2006

**BETWEEN** the "Owner" or the "City":

City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

and the "Architect":

Glass Architects  
200 E. Street, Suite 100  
Santa Rosa California 95404

For the following Project:

Architectural Services for the design, documentation and construction administration services for the construction of new Public Safety Facilities for the City of Sausalito at 333 Johnson and 29 Caledonia Streets, Sausalito (the "Project"). The scope of the project and the scope of work are

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**ARTICLE 1**

**ARCHITECT'S RESPONSIBILITIES**

**1.1 ARCHITECT'S SERVICES**

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as set forth in this Agreement. The standard of care established in this Agreement shall be defined as that degree of skill and care and diligence in the rendition of services under this Agreement in accordance with the professional standards prevailing in the San Francisco Bay Area as of the date of the performance of the services.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and which shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraphs 11.5.1.

1.1.4 Owner has provided Architect with the Conceptual Design Documents and Schematic Design Documents which were prepared for Owner pursuant to the BSA Agreement by and between Owner and BSA Architects (the "Existing Design Documents") and the Project Approvals. Architect will review the Existing Design Documents, the Project Approvals and such other documentation and information as Architect deems relevant and will thereafter complete the design of the Project in accordance with this Agreement and the Project Approvals. The Architect shall utilize the "Program" previously approved by the City Council (which includes without limitation the Needs Assessment and Design Committee Report copies of which are available for review) as the basis for the requirements of the Project.

1.1.5 The Owner shall retain the services of an estimator or contractor ("Estimator") to provide construction cost estimating services. The Architect will cooperate with the Estimator in accordance with Paragraph 5.2.4.

**ARTICLE 2**

**SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.0 DEFINITION**

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2.4.1 Based on the Design Development Documents approved by Owner and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications reasonably acceptable to Owner setting forth in detail all of the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. The Architect's assistance shall be limited to advice on technical architectural matters and shall not include advice on legal or insurance matters.

2.4.3 *[INTENTIONALLY OMITTED]*

2.4.4 Architect shall attend one City Council meeting and present the Construction Documents to the City Council.

2.4.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Prior to commencement of the Bidding or Negotiation Phase Architect shall receive written notification from the Owner to proceed to the Bidding or Negotiation Phase under Section 2.5 hereof. Architect specifically acknowledges and agrees that the Owner shall not be obligated to compensate Architect for any services performed by Architect following the conclusion of the Construction Documents Phase unless and until Owner has provided Architect with the written notice to proceed in accordance with this Section 2.4.6.

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents, including the detailed Specifications as set forth in Paragraph 2.4.1 above, and of the Estimator's latest preliminary estimate of the cost of construction of the Project, shall provide assistance with clarification of questions and development of addenda (as required), assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.5.2 Architect shall attend one Pre-Bid Conference and Job-Site Walk.

2.5.3 Prior to commencement of the Construction Phase under Section 2.6 hereof, Architect shall receive written notification from the Owner to proceed to the Construction Phase. Architect specifically acknowledges and agrees that the Owner shall not be obligated to compensate Architect for any services performed by Architect following the conclusion of the Bidding or Negotiation Phase unless and until Owner has provided Architect with the written notice to proceed in accordance with this Section 2.5.3.

## 2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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2.6.7 While this Agreement is in effect, the Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include Architect in their communications. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and take appropriate action upon those Shop Drawings, Product Data and Samples required of the Contractor by the Construction Contract, but only for the limited purpose of checking for general conformance with the visual design concept expressed in the Contract Documents. The Architect shall not be responsible for any deviations between (1) the Shop Drawings and (2) the Contract Documents and field conditions. The Architect's action shall be taken in a timely fashion consistent with the construction schedule so as not to cause unreasonable delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed



2.6.14 The Architect shall review the Work to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, upon making a determination that the Work is Substantially Complete, the Architect shall issue a AIA G704 Substantial Completion Certificate to Owner and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not show partiality to either.

2.6.17 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents. Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents provided such decisions do not require Change Orders and/or Construction Change Directives.

### ARTICLE 3

#### **ADDITIONAL SERVICES**

##### **3.1 GENERAL**

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described in this Article 3 may be provided if authorized or confirmed in writing by the Owner and Architect prior to the Architect commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services and the Owner shall have no obligation to pay for such services.

##### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

3.2.1 Upon Owner's written request for more extensive representation at the site than is described in Subparagraph 2.6.5, the Architect shall provide one or more Project Representatives described in Section 3.2.2 below to assist in carrying out such additional on-site responsibilities.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work unless such claims are the result of errors and/or omissions of Architect.

3.3.8 Providing services in connection with a public hearing, except as set forth in Article 2, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

#### 3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project except as set forth in Section 2.1.1 hereof.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluation or comparative studies of alternative sites; provided, however that during the Conceptual Design Phase, as part of the Basic Services Architect agrees to provide presentations locating the Project on (a) both 333 Johnson and 29 Caledonia; and (b) on only 333 Johnson.

3.4.4 Providing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project. Notwithstanding the foregoing, Architect agrees to assist Owner with the preparation of documentation for compliance with the California Environmental Quality Act as part of the Basic Services provided by Architect hereunder.

3.4.5 Providing services relative to future, additional facilities, systems and equipment not included in the Scope of the Project.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner; except as otherwise set forth herein.

3.4.10 Providing detailed cost for alternates or cost cutting alternatives except as set forth in Paragraph 2.3.2.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner's City Manager or her designee is the representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the foregoing, Architect acknowledges and agrees that certain actions and decisions of Owner must be made by the City Council at a noticed public meeting and the City Manager in her sole and absolute discretion may determine whether a specific action or decision must be submitted to the City Council for decision. Any time delay associated with the submission of a particular matter to the City Council shall not be considered a violation of this Paragraph 4.3. Eric Glass is the designated representative of Architect. Mr. Glass, or such other representative with the same or greater level of experience and expertise as Mr. Glass as agreed to by Owner, shall be present at all meetings of the Planning Commission and City Council identified herein. Attached hereto as Exhibit C is a list of the staff members/positions that are anticipated to be assigned to this Project. Mr. Glass will be responsible to ensure that work on the Project is diligently pursued with the appropriate staff all under his guidance.

4.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvement and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.5.1 The Owner shall furnish the services of other consultants not included as part of the Basic Services when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to

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## 5.2. RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget.

5.2.3 The Owner agrees and acknowledges that the Architect shall not be responsible for providing cost or budget estimates and that the Architect shall not be held liable for any claims, liabilities, demands, losses, costs or expenses which in any way relate to cost or budget estimates. Any review or evaluation of cost data, budget or estimates by the Architect shall not be interpreted as the Architect's approval or ratification of such cost data, budgets or estimates.

5.2.4 As part of the Basic Services to be provided by Architect hereunder, the Architect will cooperate with Owner's consultants. Architect specifically agrees to cooperate and assist the Owner's Estimator as follows:

- .1 Provide Estimator, on a regular basis as the design of the work evolves, with drawings, sketches, initial specifications, checksets, and such other documentation as reasonably requested by the Estimator;
- .2 Respond promptly to any request from Estimator;
- .3 Meet with Estimator and/or Contractor on regular intervals as reasonably requested by the Estimator to review the design and drawings and to discuss cost issues and value engineering means and methods;
- .4 Transmit to Owner and Estimator any information the Architect may have about any item or items of construction that the Architect may believe to have cost implications; and
- .5 Review the cost estimates prepared by the Estimator and/or Contractor and render his/her opinion on such estimates.

## ARTICLE 6

### USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

the compensation to be paid to Architect hereunder. Therefore, Architect agrees that Owner has the right in its sole and absolute discretion to either suspend or terminate the Project and the services of Architect hereunder at any time by delivering to Architect written notice of such suspension or termination. Upon receipt of notice of suspension or termination Architect shall immediately stop performing work hereunder and shall cause its consultants to do the same. Architect shall be compensated for services actually performed prior to Architect's receipt of the notice of suspension or termination together with Reimbursable Expenses then due and any applicable Termination Expenses as defined in Paragraph 8.4.

8.2 In the event that Owner suspends the Project after a particular phase has commenced but before it is completed, when the Project is resumed, the Architect shall be compensated for extraordinary expenses, if any, incurred in the interruption and resumption of the Architect's services as agreed to in writing by Owner. If the suspension falls at the completion of any particular phase, no additional expenses for interruption and resumption will apply. Any costs associated with updating the documents required as a result of this delay will be completed as an Additional Service on the basis set forth in Paragraph 11.3. This would include revisions or work associated with updates of current code compliance, outdated product specifications and additional Owner's revisions, cost cutting or value engineering occurring after the completion of the Design Development Phase.

8.3 In the event that the Owner terminates the Project upon the completion of any phase no additional expenses, including, without limitation, Project Termination Expenses, will apply. In the event that the Project is reactivated by Owner following termination the time periods set forth in Section 11.5.1 will continue to run during the period of termination and Architect will be compensated as set forth therein upon resumption of the Project.

8.4 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination occurring after the commencement but prior to the completion of any particular phase. Termination Expenses shall only be paid in the event that this Agreement is terminated by Owner: (a) for a reason other than Architect's failure to substantially perform in accordance with the terms of this Agreement; and (b) after the commencement but prior to the completion of any particular phase. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services actually earned to the time of termination, as follows:

- .1 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .2 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

8.5 This Agreement may be terminated by Architect upon not less than thirty (30) days written notice to Owner in the event of a material breach of this Agreement by Owner.

8.6 No failure on the part of either party of this Agreement to exercise its rights hereunder shall be or operate as a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Owner acknowledges that the Architect is unable to reasonably obtain professional liability (Errors and Omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos, asbestos-related materials, or other hazardous substances. Accordingly, the Owner hereby agrees that no claim or suit for negligence, breach of contract, indemnity or any other cause of action will be brought by the Owner against the Architect arising out of the presence of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as defined by the Environmental Protection Agency or any other public authority, in any building or structure that is the subject of services performed by the Architect on this Project. The Owner further agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the presence of hazardous substances, including, but not limited to, asbestos or asbestos-related materials, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

9.7 Subject to the review by Owner and provide that Architect is not in default hereunder the Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

9.8 Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall be construed:

- .1 to constitute a guarantee, warranty or assurance, either express or implied, that the Architect's Services will yield or accomplish a perfect outcome for the Project; or

services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

### **10.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

10.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

### **10.4 PAYMENTS WITHHELD**

10.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is found or agreed to be liable.

### **10.5 ARCHITECT'S ACCOUNTING RECORDS**

10.5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be provided to the Owner or the Owner's authorized representative concurrently with the submittal of invoices for payment of Additional Services.

## **ARTICLE 11**

### **BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

11.1 All amounts paid to Architect pursuant to the Interim Agreement shall be credited to the Owner's account at final payment.

### **11.2 BASIC COMPENSATION**

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Fixed Lump Sum Fee is the basis for compensation. These fixed fees are based on the scope of work, scope of project, program size, and estimated construction costs shown as assumptions in the Scope of Work which is attached hereto as Exhibit A and the Fee Proposal which is attached hereto as Exhibit B both of which are incorporated herein by reference. Should actual project conditions deviate substantially from these assumptions, fixed fees for the current and following phases will need to be renegotiated appropriately. Notwithstanding the foregoing and except as set forth in Section 11.2.3 below, the parties hereto agree that provided that there is no substantial change in the Scope of the Project in no event shall the total compensation to be paid to Architect for Basic Services hereunder exceed Nine Hundred Seventy One Thousand Three Hundred Dollars (\$971,300.00).

Thousand Dollars (\$35,000.00) without the prior written approval of the City Manager or her designee which approval shall not be unreasonably withheld.

## 11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement, through the Construction Document Phase, have not been completed within thirty six (36) weeks of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.2.3 and 11.3.2. If The Basic Services covered by this Agreement, through Substantial Completion, have not been completed within one hundred and four (104) weeks of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable Thirty (30) days after receipt of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate of ten percent (10%) per annum.

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

## ARTICLE 12

### OTHER CONDITIONS OR SERVICES

12.1 INDEMNITY: To the fullest extent permitted by law (including without limitation, to the extent that they are found to be applicable to this Agreement, California Civil Code Sections 2782 and 2782.6 effective January 1, 2007) Architect agrees to indemnify, defend and hold Owner its officers, elected and appointed officials, employees, agents and volunteers harmless from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, but only to the extent resulting from Architect's or its consultants negligent acts, recklessness, and/or willful misconduct as determined by a court or forum of competent jurisdiction.

#### 12.2 SUB-CONSULTANTS:

The Basic Services work covered by the terms of this Agreement include the services of the Architect and the following sub-consultants:

DASSE Design – Structural Engineering  
Lefler Engineering – Mechanical Engineering  
O'Mahony & Meyer – Electrical Engineering  
Carducci & Associates – Landscape Design  
BKF – Civil Engineering  
Interior (Finishes) - Kallaway

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self-insurance maintained by Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.

c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice or seven (7) days prior written notice with respect to failure to pay, by regular mail, has been given to Owner.

.5 Insurance is to be placed with insurers licensed to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

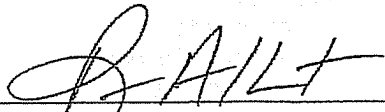
.6 Architect shall furnish Owner with original certificates and amendatory endorsements effecting coverage required by this Paragraph 12.3. The endorsements should be on forms provided by Owner or on other than the Owner's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Owner before the date of this Agreement. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

This Agreement entered into as of the day and year first written above.

**OWNER:**

**CITY OF SAUSALITO**, a municipal corporation


Dated: 12/4, 2006

By:   
Ron Albert, Mayor

**ATTEST:**

  
Deputy City Clerk

**APPROVED AS TO FORM:**

  
City Attorney

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**EXHIBIT A – SCOPE OF WORK  
Sausalito Public Safety Facilities**

**DESIGN AND CONSTRUCTION DOCUMENTS**

**SCHEMATIC DESIGN**

This proposal is based on direction from the City that there will be no revisions to the previous Schematic Design, therefore no time or work products are included

**Deliverables**

None.

**DESIGN DEVELOPMENT**

This phase of work builds on the approved Schematic Design from the preceding phase, and begins to develop more detail including structural, mechanical and electrical systems. This phase will include several in-progress meetings with the Building Committee as more detailed information is developed and questions arise. We will also attend one meeting of the Planning Commission and one meeting of the City Council, if desired.

**Deliverables**

This phase will result in the following drawings and work products:

**Architectural**

- Site Plan
- Floor Plans
- Roof Plans
- Building Elevations (4)
- Building Sections (2)
- Reflected Ceiling Plans
- Selected Preliminary Interior Elevations
- Preliminary Door & Finish Schedules
- Draft Technical Specifications

**Civil**

- Preliminary Grading and Drainage Plan
- Preliminary Utility Plan
- Draft Technical Specifications

**Landscape**

- Updated Planting Plan
- Standard Planting Details
- Draft Specifications

**Structural**

- Preliminary Foundation Plans
- Preliminary Framing Plans
- Standard Structural Details
- Draft Technical Specifications

**Mechanical**

- Preliminary HVAC Plans
- Preliminary Plumbing Plans
- Preliminary Equipment Schedules
- Preliminary Fixture Schedules
- Fixture Product Data Sheets
- Draft Technical Specifications

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**EXHIBIT A – SCOPE OF WORK (Cont'd)**  
**Sausalito Public Safety Facilities**

**Landscape**

- Irrigation Plan & Details
- Planting Plan, Plant Material Schedule & Planting Details
- Technical Specifications
- Coordination with Local Utilities and Agencies

**Structural**

- Foundation Plans
- Framing Plans
- Details
- Structural Calculations
- Technical Specifications

**Mechanical**

- HVAC Plans
- Plumbing Plans
- Equipment Schedules
- Fixture Schedules
- Technical Specifications
- Coordination with Energy Consultant

**Electrical**

- Lighting Plans
- Power Plans
- Data Plans
- Panel Schedules
- Single Line Diagrams
- Fixture Schedules
- Technical Specifications
- Data & Phone Wiring Design
- Coordination with PG&E
- Coordination with SBC and CATV

**Energy**

- T-24 Lighting Compliance, Mechanical & Building Envelope Compliance Documentation

**Interior Design**

- Interior Materials and Finish Selections

**Security Design**

- Coordination with City's Security Consultant

**Cost Estimate**

- Not included

**CONSTRUCTION ADMINISTRATION**

**BIDDING SERVICES**

During the Bidding phase, the entire design team will:

- Provide assistance with clarification of questions and development of Addenda (as required)
- Attend one Pre-Bid Conference and Job-Site Walk

**EXHIBIT B – FEE PROPOSAL  
Sausalito Public Safety Facilities**

**FEE PROPOSAL**

<b>Schematic Design</b>		<b>\$0</b>
Basic Services	\$0	
Furnishings	\$0	
Security	\$0	
Arch'l Coordination Furnishings & Security	\$0	
<b>Design Development</b>		<b>\$291,390</b>
Basic Services	\$291,390	
Furnishings	\$0	
Security	\$0	
Arch'l Coordination Furnishings & Security	\$0	
<b>Construction Documents</b>		<b>\$437,085</b>
Basic Services	\$437,085	
Furnishings	\$0	
Security	\$0	
Arch'l Coordination Furnishings & Security	\$0	
<b>Bidding</b>		<b>\$19,426</b>
Basic Services	\$19,426	
Furnishings	\$0	
<b>Construction Administration</b>		<b>\$223,399</b>
Basic Services	\$223,399	
Furnishings	\$0	
Security	\$0	
Arch'l Coordination Furnishings & Security	\$0	

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**TOTAL PROPOSED DESIGN FEES** **\$971,300**

**REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the above stated fees and include cost of reproduction, printing, plotting, photography postage and shipping, facsimile transmissions, long distance and cellular telephone calls, travel in connection with the project and fees paid for securing approvals of authorities having jurisdiction over the project. Reimbursable expenses are billed at one point one-five (1.15) times direct expense, travel by personal automobile is billed at thirty-five cents (\$0.35) per mile, or one point one-five (1.15) times direct cost of other transportation and facsimile transmissions are billed at one dollar (\$1.00) per page. In-house photocopies are billed at ten cents (\$0.10) per page, and in-house plots of computer drawing files are twenty-five dollars (\$25.00) per plot.

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**ESTIMATED REIMBURSABLE EXPENSE FEES** ..... **\$35,000**

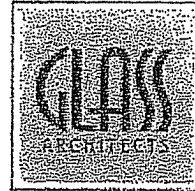
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**EXHIBIT B – FEE PROPOSAL (Cont'd)**  
**Sausalito Public Safety Facilities**

**EXCLUSIONS**

The following services are specifically excluded from our scope of work:

- Public Workshops;
- Schematic Design phase services and / or revisions to, or completion of, the previously developed Schematic Design Documents;
- Division 0 (front end) bid documents. (assumes City will provide fully edited and formatted documents);
- Computer generated, or physical, 3-Dimensional models, studies or animations;
- Any and all work related to hazardous materials;
- Any services related to the temporary relocation, or housing, of Police or Fire Department facilities, equipment or staff;
- LEED Certification, application documentation, energy studies, life cycle analysis, and/or performance modeling;
- Photovoltaic system or daylight harvesting and control systems design;
- Design of interior utility transformer vault or room;
- Radio Communications and Telephone / Data systems and/or cabling design;
- Exterior lighting photometric calculations;
- Offsite improvements (including utility extensions, street improvements, traffic control signage and/or systems, etc.);
- Onsite storm water detention;
- Hydrology studies of the existing watershed and sewershed;
- Offsite utility capacity studies;
- Excavation plan(s);
- Studies or design of corrections for existing offsite drainage conditions;
- Irrigation water use tabulation;
- Soils Fertility Analysis (reimbursable expense);
- Arborist investigation and / or report;
- Permit and/or plan check fees;
- Construction staking;
- Design of underpinning of adjacent buildings and construction shoring, including building construction and temporary or permanent excavations;
- Design of modifications to strengthen or replace existing retaining walls related to adjacent properties;
- Preparation of documentation for phased construction;
- Separate demolition, construction document or bid packages;
- Preparation of As-Built Record Documents;
- Design revisions to meet any newly adopted codes, ordinances or standards not in effect at the commencement of design services;
- Design revisions to previously approved documents or phases;
- Development of design options or alternative design solutions;
- Security system or access control system design (we include only minor coordination with Owner's security consultant);



November 13, 2006

**Sausalito Public Safety Facilities  
Revised Professional Design Fees  
DETAILED FEE BREAKDOWN**

<b>Basic Services</b>			
<b>discipline</b>	<b>firm</b>	<b>fee</b>	<b>total</b>
<b>Consultant Fees .....</b>			<b>\$351,300</b>
Structural	DASSE Design	\$120,000	
Mechanical	Lefler Engineering	\$40,000	
Electrical	O'Mahony & Myer	\$100,800	
Landscape	Carducci & Associates	\$34,000	
Civil	BKF	\$40,000	
Interior (Finishes)	Kallaway	\$16,500	
Interior (Furniture)	Kallaway (not included)	\$0	
Security	On-Line (not included)	\$0	
Estimator	Saylor (not included)	\$0	
Acousfical	Salter (not included)	\$0	
LEED	KEMA (not included)	\$0	
<b>Architectorial Fees .....</b>			<b>\$620,000</b>
Architectorial Fees	GLASS Architects	\$620,000	
<b>TOTAL FEES .....</b>			<b>\$971,300</b>

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