



## CITY COUNCIL STAFF REPORT

DATE: January 19, 2011

CONSENT CALENDAR

SUBJECT: ANIMAL CARE FACILITY PROJECT – ARCHITECTURAL ADDITIONAL SERVICES – AMENDMENT 4 TO AGREEMENT A5672.

FROM: David H. Ready, City Manager

BY: Owner's Representative

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### SUMMARY

The proposed action would result in additional architectural reimbursable fees, coordination fees for the special reclaimed water report required by the State Health Department, corrective design work as well as Value Engineering design work, all being added to the Animal Care Project.

### RECOMMENDATION:

1. Approve Amendment No. 4 to Agreement No. A5672 with Swatt/Miers Architects to provide for additional reimbursement of expenses during the Construction Administration Phase of the project, coordination fees for the special reclaimed water report required by the State Health Department, for additional design fees that will be back charged to the contractor for corrective work, as well as design fees for Value Engineering work, all for the Animal Care Facility Project.
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The original architectural design services contract with Swatt/Miers Architects for the Palm Springs Animal Care Facility was approved on June 13, 2008. At that time the contract was negotiated to be all inclusive based on the best estimates of schedule and size of project. Reimbursable expenses were included in the contract and were set at \$36,750, or slightly more than 4% of design fees.

The project has progressed thru the design and bidding phase of work and is now into the construction administration phase. During the design and bidding phases the project did not go as expected. There were unexpected expenditures for multiple sets of colored renderings for City Reviews and fund raising efforts as well increased project

ITEM NO. 2.4.

trips due to scope changes to meet the budget needs of the project. In addition, the design team agreed to incorporate fifteen alternates into the bid documents without extra fees. The architect has submitted an Additional Services Request to provide for travel expenses of the consultants to and from the construction site during the construction phase.

The request is for an additional \$15,399 which would cover the cost of travel for the architect to attend construction meetings every other week thru the end of the project and provides for 18 trips by sub consultants. The Council sub-committee reviewed this item and recommends splitting the original requested amount with the architect, or adding \$7,700 to the contract for total reimbursable amount of \$44,450.

The architect has requested additional fees for coordination of the preparation and submittal of the special reclaimed water report required by the State Health Department. The resultant approval of the report has also required multiple changes to the design documents to incorporate redundant safety features into the system to insure no cross contamination can occur. Additionally, several drawing sheets were required by the State to show both interior and exterior signage that must be installed. The request from the architect was for additional fees of \$11,000 which was negotiated to \$8,950.

During the course of construction there have been some construction errors which required structural design work to develop suitable solutions. This work included an extra site visit and structural calculation work totaling \$2,825. This cost will be recovered from the contractor via back-charges.

While the project has proceeded the team has been cognizant of the need to find cost savings if possible. In reviewing the site work required to salvage the smoke trees it was determined that several of the retaining walls could be removed with a little re-grading effort and that a walkway could not be installed without destroying the biggest smoke tree on the site. Additionally, with the help of the Gas Co. we were able to provide our gas service with smaller piping, providing cost savings for the project. By making these changes some \$14,475 will be saved by the project. To accomplish these changes redesign work was required in the amount of \$4,660.

A summary of the contract changes are as follows:

<u>Item</u>	<u>Amount</u>
Additional Reimbursable Cost	\$7,700
Reclaimed Water Coordination	\$8,950
Additional Structural	\$2,825
Value Engineering Design	<u>\$4,660</u>
Total Architectural Contract Adjustment	\$ 24,135
Less Contractor Back Charges	-\$2,825
Less VE changes	<u>-\$11,650</u>
Net Cost to Project	\$9,660

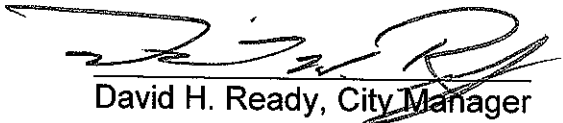
The attached Amendment 4, if approved, would incorporate the above requests from the architect.

FISCAL IMPACT:

Any dollars added to the project must come from either other contracted line items or from the contingency line item. In this instance the net cost to the project of \$9,660 is recommended to come from savings that will accrue to the project from a contemplated early completion. With an early completion dollars currently set aside in the Owner's Representative Purchase Order and the Special Testing & Inspection Purchase Order will return to the project to cover the increase architectural contract costs. Funds are currently available in account 8191-65213.



Allen Smoot, Owner's Representative



David H. Ready, City Manager

Attachment: Amendment No. 4

**FOURTH AMENDMENT TO  
AGREEMENT FOR ARCHITECT SERVICES  
A5672**

THIS FOURTH AMENDMENT TO THE ARCHITECT SERVICES AGREEMENT between the CITY OF PALM SPRINGS and SWATT/MIERS ARCHITECTS, Agreement A5672, is made and entered into, to be effective the 20TH day of January 2011, as follows:

**RECITALS**

A. The City of Palm Springs ("City") has retained Swatt/Miers Architects ("Architect") to perform architectural services related to the design, construction, and operation of an Animal Shelter pursuant to an Agreement for Architect Services Dated June 13, 2008 ("Agreement").

B. The agreement allows for adjustments to the fees based on changes in scope of the overall project.

C. The City and the Architect have agreed that reimbursable expenses to cover travel during the construction administration phase of the project should be increased as well as, fees for Value Engineering work, Engineering for field corrections and coordination fees for the reclaimed water special report should be added.

**AMENDMENT**

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Agreement is amended in the following respects:

1. Article III. B. 8. is hereby amended to reflect a new total for Reimbursement Costs of \$44,450.
2. Article III. A. General Payment Provision is hereby amended by adding items for "Reclaimed water special coordination services", "Corrective Design Work" and "Value Engineering Design Work" to read as follows:

"4. Reclaimed Water Special Coordination Services. Coordination work required by State Health Department so that Reclaimed Water Special report could be prepared and submitted for the project. Including site and interior signage plan, coordination of a

sub-consultants for modification to plumbing and site utility plans as required to meet State mandates. Development of interior public education bulletin boards on the subject reclaimed water. Coordination with DWA, City, State and Viola for special controls to separate the animal shelter system from any possible contamination from the treatment plant. Fees due Architect for this work shall not exceed \$8,950."

"5. Corrective Design Work. An additional allocation of \$2,825 for design work required as a result of field errors which shall ultimately be back-charged to the contractor."

"6. Value Engineering Design Work: An additional allocation of \$4,660 for design work required to Value Engineer portions of the project as they are identified by the design team."

All provisions of the Agreement not affected by this amendment herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Architect Services Agreement for the Animal Shelter project at Palm Springs, California.

CITY OF PALM SPRINGS

SWATT/ MIERS ARCHITECTS

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney