

City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: James M. Smith, Senior Civil Engineer
VIA: Dan Takasugi, Public Works Director/City Engineer
DATE: March 3, 2009
SUBJECT: Consideration of a Resolution Authorizing Amendment No. 8 to the Professional Services Agreement with Paulett Taggart Architects in an Amount Not to Exceed \$19,500 for Additional Architectural and Related Services for the Calistoga Community Pool Project

APPROVAL FOR FORWARDING:


James C. McCann, City Manager

ISSUE:

Consideration of a Resolution authorizing Amendment No. 8 to the Professional Services Agreement with Paulett Taggart Architects in an amount not to exceed \$19,500 for additional architectural and related services for the Calistoga Community Pool Project.

RECOMMENDATION:

Adopt the Resolution.

BACKGROUND/DISCUSSION:

The City of Calistoga previously approved a Professional Services Agreement for architectural and engineering design services in connection with the Calistoga Pool Recreation Center Project on May 3, 2005 in the amount of \$155,050. Amendment No. 1 in the amount of \$280,000 was approved on December 20, 2005; Amendment No. 2 in the amount of \$4,000 was approved on September 18, 2006; Amendment No. 3 in the amount of \$34,300 was approved on November 8, 2006; Amendment No. 4 in the amount of \$170,510 was approved on March 6, 2007; Amendment No. 5 in the amount of \$26,948 was approved on April 15, 2008; Amendment No. 6 in the amount of

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23 \$10,000 was approved on August 28, 2008; and Amendment No. 7 in the amount of
24 \$41,700 was approved on November 5, 2008 for a total contract of \$722,908.

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26 Due to further construction delays, the project is now expected to be completed in April
27 2009. Staff requested a proposal for additional architectural and related services during
28 construction and received a proposal from Paulett Taggart Architects in the amount of
29 \$19,500 for said services. This proposal covers additional scope of work during the
30 extended construction period as needed to complete the project.

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32 The scope of work includes continued support of the project design during the
33 construction phase of the project. This includes review of submittals and requests for
34 information, addressing various design issues, attending project progress meetings,
35 providing certain inspections by design-team members, and related required work. Staff
36 has reviewed the proposal and recommends Council acceptance.

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38 **GENERAL PLAN CONFORMANCE:**

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40 The Logvy Community Park Master Plan, including the Community Pool project, is
41 consistent with Objective OSC-4.1 and Action A2 of the Open Space and Conservation
42 Element.

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44 All environmental review for the project, at both the state and federal levels, was
45 completed in 2007 prior to the start of construction.

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47 **FISCAL IMPACT:**

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49 Funds have been budgeted in the FY 08/09 Capital Improvement Budgets (Buildings
50 and Facilities) for the implementation of this project. There is sufficient contingency
51 funding in the approved project budget for this contract amendment. However, the
52 additional funding needed to complete the architectural and related project tasks may
53 also be reimbursed by liquidated damages funds being retained from the construction
54 contract funds.

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56 **ATTACHMENTS**

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58 1. Resolution
59 2. Amendment No. 8

AMENDMENT NO. 8
PROFESSIONAL AND CONTRACT SERVICES AGREEMENT
Architectural and Engineering Services
Related to the
Community Pool Recreation Center Project

This AMENDMENT NO. 8 to the Agreement between the City of Calistoga and Paulett Taggart Architects (hereinafter Amendment No. 8) is hereby entered into as of the 3rd day of March, 2009, by and between the City of Calistoga, a municipal corporation (hereinafter referred to as "City") and Paulett Taggart Architects (hereinafter referred to as "Service Provider").

RECITALS

WHEREAS, City and Service Provider have previously entered into a Professional Services Agreement for architectural and engineering design services in connection with the Calistoga Pool Recreation Center Project (herein referred to as "Agreement"), said agreement being dated May 3, 2005, Amendment No. 1, being dated December 20, 2005, and Amendment No. 2, being dated September 18, 2006, Amendment No. 3, being dated November 8, 2006; Amendment No. 4 being dated March 6, 2007; and Amendment No. 5 being dated April 15, 2008; Amendment No. 6 being dated August 28, 2008; and Amendment No. 7 being dated November 5, 2008; and

WHEREAS, City and Service Provider now desire to enter into this Amendment No. 8 to provide the additional services described in "Proposal for Architectural and Engineering Design Services" dated February 23, 2009.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

1. Under Paragraph 1 of the Agreement (Scope of Service) Subsection H is added as follows:

H. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Service Provider shall perform the additional services set out in the "Proposal for Architectural and Engineering Design Services" dated February 23, 2009, attached hereto as Exhibit "A" and incorporated herein by reference.

2. Under Paragraph 2 of the Agreement (Scope of Service) Subsection H is added as follows:

H. The Service Provider shall perform the additional services as set out in the "Proposal for Architectural and Engineering Design Services" dated February 23, 2009, commencing no sooner than March 3, 2009 and be completed not later than April 30, 2009. Any changes to these dates must be approved in writing by the Public Works Director or his or her designee.

3. Under Paragraph 3 (Compensation and Method of Payment) Subsection A8 and C8 are added as follows:

A8. Compensation. The compensation for said additional services to be paid to Service Provider, including both payment for professional services and reimbursable expenses, shall be at the rate and schedule included in Exhibit "A," being the Scope of Services (Amendment #8), Request for Additional Services for the Calistoga Community Pool Project, dated February 23, 2009, attached hereto and incorporated herein by reference. However, in no event shall the total compensation for said additional services exceed Nineteen Thousand Five Hundred Dollars (\$19,500). Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. The total compensation for the services included in the original Agreement, plus the additional services included in Amendment No. 1 through Amendment No. 7 inclusive, plus the additional services included in this Amendment No. 8 shall not exceed Seven Hundred Forty Two Thousand Four Hundred Eight Dollars (\$742,408).

C8. Changes in Compensation. Service Provider shall not undertake any work for said additional services under Amendment No. 8 that will incur costs in excess of Nineteen Thousand Five Hundred Dollars (\$19,500).

4. Except as specifically modified by prior Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and this Amendment No. 8 all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment No. 87 as of the date first above written.

CITY OF CALISTOGA

PAULETT TAGGART ARCHITECTS

By: _____
James C. McCann
Title: City Manager

By: _____
Paulett Taggart, AIA
Title: Principal

ATTEST:

Susan Sneddon
City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon
City Attorney

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Jim Smith
City of Calistoga, Department of Public Works
414 Washington St.
Calistoga, CA 94515

02.23.09

RE: Request for Additional Services
Calistoga Community Pool, Architectural and Consultant Services

Dear Jim:

The following is a request for additional services for the Calistoga Community Pool. As you are aware, the construction period has continued to extend far beyond the original schedule. We previously agreed to a four-month extension from mid-September (10 months after NTP) to mid-January. This request covers costs related to an additional extension of three months from mid-January to mid-April, our estimated date for Final Completion. Paulett Taggart Architects is requesting additional fees of \$6000 per month for 3 months for a total of \$18,000. Additionally we are requesting \$1500 for reimbursable expenses, which includes enough to cover 4 site visits for Aquatic Design Group (one completed but not billed and 3 additional visits), as well as the usual expenses for PTA and our other subconsultants.

Finally we would like to maintain the contingency of \$6,000 we included as part of the last request to cover any additional costs that arise during the remaining construction period. This amount will not be billed without client approval for the specific additional costs.

Following is a summary of the requested Additional Services:

Compensation:	
Architect (Paulett Taggart Architects)	\$18,000.00
Reimbursable expenses	\$1,500.00
Total	\$19,500.00

The above additional services will be billed as a fixed fee under the terms and conditions of our agreement. The reimbursables will be billed at cost plus mark-up per our agreement. Please call if you have any questions.

Sincerely,



Paulett Taggart
Paulett Taggart Architects

EXHIBIT "A":