



# City of Palo Alto

## City Council Staff Report

(ID # 12164)

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**Report Type: Consent Calendar**

**Meeting Date: 6/21/2021**

**Summary Title: Contract Amendment #1 for C19174715 Swatt Miers Architects, Inc**

**Title: Approval of Contract Amendment Number 1 to Contract Number C19174715 with Swatt Miers Architects, Inc in the Amount of \$89,000 for the Animal Shelter Renovation, Capital Improvement Program Project, PE-19002**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that the City Council approve and authorize the City Manager or his designee to execute Amendment No. 1 to Contract C19174715 with Swatt Miers Architects, Inc. (Attachment A) for additional design services in an amount not to exceed \$89,000 for the Animal Shelter Renovation, Capital Improvement Program Project PE-19002. This amendment results in a revised total contract not-to-exceed amount of \$486,725.

### **Background/ Discussion**

For the last forty years, the City of Palo Alto has operated a full-service animal shelter located at 3281 East Bayshore Road. The animal services include a spay and neuter clinic, vaccine clinic, and adoption services for all types of animals. In November 2018, Council approved an operating agreement with Pets In Need (PIN) ([Staff Report ID #9822](#)) to provide full-service shelter operation at the Palo Alto Animal Shelter. The agreement identifies the following facility improvement projects the City is responsible for and their estimated completion and installation dates:

- Minor improvements to the existing dog kennels – March 2019
- Install a modular office/classroom – July 2019
- Remodel and expand the medical suite – November 2019
- Addition of 16 new dog kennels (new kennel building) – July 2020

In February 2019, City Council approved and authorized the City Manager to execute C1917415 with Swatt Miers Architects, Inc. (SMA) for design services in an amount not-to-exceed \$397,725 including basic services and additional services ([Staff Report ID #10057](#)). The contract with SMA provides design services for a new one-level dog kennel building and the upgrades to

the existing medical area at the animal shelter. Construction of the medical suite was completed in September 2020. The architectural review process and round 1 of the building permit review of the new kennel building design have been completed.

The current cost estimate for construction of the new kennel building is greater than the remaining available budget. City staff and PIN are in discussions about how to bridge that gap. Due to the approximately \$500,000 funding gap and delayed schedule in the construction of the new kennel building, PIN has requested that the City prioritize using available funding to provide upgrades to the existing kennel building that improve the day-to-day conditions for the animals. These upgrades include acoustics, mechanical system, epoxy floor and paint, and replacing the existing kennel caging system. Amendment No. 1 to the SMA contract includes the design costs for these upgrades to the existing kennel building and required code upgrades associated with permitting the new and existing kennel building. While not required by the agreement between the City and PIN, these improvements fall within the categories of improvement described in the agreement for the existing dog kennels, and do not require an amendment to the agreement.

### **Timeline**

The upgrades to the existing kennel building are expected to be completed within one year.

### **Resource Impact**

Funding for the contract amendment recommended in this report is available in the Fiscal Year 2021 Capital Improvement Program Animal Shelter Renovations project (PE-19002).

### **Stakeholder Outreach**

City staff has coordinated with PIN staff to determine priority of work to done at the Animal Shelter.

### **Policy Implications**

This project is in alignment with Comprehensive Plan Policy C-3.2 - Reinvest in aging facilities to improve their usefulness and appearance. Avoid deferred maintenance of City infrastructure.

### **Environmental Review**

The improvements to the existing kennel building are categorically exempt from California Environmental Quality Act (CEQA) under Section 15301(a) of the CEQA guidelines as repair, maintenance or minor alteration of existing facilities, and no further environmental review is necessary. The new kennel building is categorically exempt from CEQA guideline Section 15301(e1) as addition to existing structures that will not result in an increase of less than 2,500 square feet.

### **Attachments:**

- Attachment A: Swatt Miers Architects, Inc. C19174715 Amendment #1

**AMENDMENT NO. 1 TO CONTRACT NO. C19174715  
BETWEEN THE CITY OF PALO ALTO AND SWATT MIERS ARCHITECTS, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. C19174715 (the "Contract" as defined below) is entered into as of June 21, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and SWATT MIERS ARCHITECTS, INC., a California corporation, located at 5845 Doyle Street, Suite 104, Emeryville, CA 94608 ("CONSULTANT "). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties for the provision of professional design services at Palo Alto Animal Services, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase the scope of services to upgrade the existing kennel building including ADA (Americans with Disabilities Act) compliance, increase the total not-to-exceed amount of compensation by \$89,000, from \$397,725 to a new total not-to-exceed amount of \$486,725, and extend the term through June 30, 2022, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C19174715 between CONSULTANT and CITY, dated February 25, 2019.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 2, "TERM," of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached at Exhibit "B" through June 30, 2022 unless terminated earlier pursuant to Section 19 of this Agreement."

**SECTION 3.** Section 4, "NOT TO EXCEED COMPENSATION," of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" (also referred to herein as the "Basic Services"), and reimbursable expenses, shall not exceed Four Hundred Thirty-Seven Thousand Five Hundred Sixty-Eight Dollars (\$437,568). CONSULTANT agrees to complete all Basic Services, including reimbursable

expenses, within this amount. In the event Additional Services (defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Four Hundred Eighty-Six Thousand Seven Hundred Twenty-Five Dollars (\$486,725). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. "Additional Services" shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A."

**SECTION 4.** The following exhibits to the Contract are hereby amended and replaced to read as set forth in the attachments to this Amendment, and are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.

**SECTION 5. Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

**SECTION 6. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

**SWATT MIERS ARCHITECTS, INC.**

\_\_\_\_\_  
City Manager

**Officer 1** DocuSigned by:  
By: George Miers, Partner  
EB4803BD3B794B4

Name: George Miers

Title: Partner

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

**Officer 2 (Required for Corp. or LLC)** DocuSigned by:  
By: Robert M Swatt  
C698DD5EF8E84D0...

Name: Robert Swatt

Title: Partner

**Attachments:**

Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1" (AMENDED-REPLACES PREVIOUS)

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1" (AMENDED-REPLACES PREVIOUS)

Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 1" (AMENDED-REPLACES PREVIOUS)

**EXHIBIT "A"**  
**SCOPE OF SERVICES, AMENDMENT NO. 1**  
**(AMENDED, REPLACES PREVIOUS)**

**1. INTRODUCTION**

For the last forty years, the City of Palo Alto has operated a full-service animal shelter located at 3281 E. Bayshore Road. The animal services include a spay and neuter clinic, vaccine clinic, and adoption services for all types of animals. In 2018, the City entered into a private-public partnership with Pets In Need (PIN), which calls for renovations to the existing animal shelter building. This Agreement with Consultant is to provide design services for the renovation of the existing building, specifically, for Consultant to design a new one-level kennel building extension and to upgrade the existing medical area at the existing animal shelter. The existing medical area consists of prep, recovery and storage areas, an office and surgery room. The existing areas are small for their purposes, and will be redesigned to increase space for procedures and for more and different types of care and equipment. The Consultant shall refer to the Asbestos Report from City for the animal shelter for planning and design.

**2. SCOPE OF SERVICES**

**Phase 1 Tasks.** The Consultant's Basic Services for the medical suite and new kennel building, respectively, consist of five Phase 1 Tasks: Task 1, Schematic Design; Task 2, Design Development; Task 3, Construction Documents; Task 4, Permitting; and Task 5, Construction Administration. Each of tasks 1-5, as further described below, are required to be performed separately for both the medical area and new kennel. These two projects also require separate permit and bid documents with their own schedules. In addition, the Consultant shall present the design of the new kennel building to Palo Alto's Architectural Review Board (ARB). Phase 1, Tasks 1-5 are further detailed below.

**Phase 2 Tasks.** In addition, the Consultant will perform the following Basic Services: Phase 2 Tasks, which include: Task 6, Existing Kennel Upgrade Design; Task 7, Lighting and HVAC Permit/Construction Documents; Task 8, Existing Kennel Maintenance Construction Documents; Task 9, Existing Kennel Construction Administration; and Task 10, ADA Design for New Kennel. Phase 2, Tasks 6-10 are further detailed below.

**PHASE 1, TASKS 1-5 IN FURTHER DETAIL:**

**Task 1. Schematic Design**

- 1.1 Project start-up and programming
  - a. Consultant and Design Team shall meet with City and Pets In Need (PIN) representatives (2 meetings @ 1 hour each).
  - b. Consultant shall review record drawings, reports and studies provided by City.

- 1.2 Prepare schematic
  - a. Consultant shall review the Geotechnical Report and site survey provided by the City.
  - b. Consultant shall conduct code analysis and ADA assessment.
  - c. Consultant shall coordinate design with City and PIN representatives.
  - d. Consultant shall meet with City and PIN (1 meeting @ 2 hours).
  - e. Consultant shall prepare outline specifications and schedule for project.
  - f. Consultant shall submit an electronic schematic design package to City for review which shall be comprised of the site (plan), architectural (architectural plans, elevations, and sections), structural (basic structural systems), and any relevant supporting material, including material boards.
- 1.3 Upon completion of schematic design, Consultant shall provide a schematic-level construction cost estimate for the Project. Consultant shall meet with City and PIN to review cost estimate and compare it to the construction budget to identify opportunities for enhancement or necessity for value engineering.
- 1.4 Consultant shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, Planning, Building and Utilities Engineering.
- 1.5 Consultant shall assist the City in obtaining ARB approval required for implementation for the work. The Consultant shall prepare presentation materials, required drawing sets and present the schematic design to City Boards and Commissions (2 meetings @ 2 hours each with Architectural Review Board (ARB)).

## **Task 2. Design Development**

- 2.1 Prepare design development package
  - a. Consultant shall refine and update schematic design drawings in response to comments from ARB and City representatives.
  - b. Consultant shall develop interior, building and site details.
  - c. Consultant shall prepare in-progress specifications for projects.
  - d. Consultant shall develop interior/exterior design.
  - e. Consultant shall prepare interior/exterior product/finish boards.
- 2.2 Consultant shall submit an electronic design development package to City for review which shall include the architectural, structural, and building systems drawings, and any relevant drawings and materials.
- 2.3 Consultant shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, Planning, Building and Utilities Engineering.
- 2.4 Upon completion of design development, Consultant shall provide design development-level construction cost estimate and a project schedule including time for permits required.

### **Task 3. Construction Documents**

- 3.1 Consultant shall prepare construction documents
  - a. Consultant shall refine and update design development drawings.
  - b. Consultant shall prepare technical specifications for project in CSI format.
  - c. Consultant shall coordinate the technical specifications with City's General Conditions and Construction Contract template.
  - d. Consultant shall refine interior design.
  - e. Consultant shall develop final interior product/finish/furnishing boards.
  - f. Consultant shall coordinate with City's design team.
  
- 3.2 Consultant shall submit electronic sets of the 65% and 95% construction documents package to City for review which shall include the architectural, structural, and building systems drawings, and any relevant drawings, and materials and specifications. Anticipated plan sheets for submittal to the City shall include but not be limited to the following:
  1. Title sheet
  2. Stage construction plan and notes
  4. Architectural exterior and interior plans, elevation and finish schedule
  5. Structural plans and details
  6. MEPF plans (including upgrading and relocation of electrical panel)
  7. Typical cross sections
  8. Cabinetry, doors and miscellaneous details.
  
- 3.3 Consultant shall provide a 50% and 80% construction document cost estimate and updated project schedules.

### **Task 4. Permitting**

- 4.1 Consultant shall assist the City in obtaining all building permits, and other permits as applicable, required for implementation of the work.
  
- 4.2 Consultant shall provide final 100% construction documents, estimated timeline and cost estimate to City. All drawings shall be delivered to the City in AutoCAD 2013 and PDF formats.
  
- 4.3 Upon completion of construction documents, Consultant shall provide a final construction cost estimate and a final estimated construction timeline for the Project.

### **Task 5. Construction Administration**

- 5.1 The Consultant shall provide assistance to City staff (e.g. pre-bid meeting with prospective bidders, issuance of addenda, etc.) during the bidding phase of the project as well as construction phase services to be provided (e.g. assistance with Requests for Information,



review of contractor submittals, review of change order requests, periodic construction observation to ensure compliance with design, preparation of record drawings, etc.).

## **PHASE 2, TASKS 6-10 IN FURTHER DETAIL:**

### **Task 6 – Existing Kennel Upgrade Design**

- 6.1 Site Survey. Perform site survey and produce drawings to document the existing conditions at the existing kennel facility. This will include survey of the site, building, structure, electrical, gas, and mechanical systems.
- 6.2 Lighting and HVAC System Investigation. Consultant, with the assistance of Electrical, Structural and Mechanical Engineers will review the field conditions and provide possible solutions to upgrade the lighting and mechanical systems in the kennel as required. Consultant will review with the City and facility operator.
- 6.3 Lighting and HVAC Design. Upon approval from the City and facility operator, the Consultant will develop the design with drawings and specifications.
- 6.4 Existing Kennel ADA for Permit Drawings. Consultant to review existing conditions and provide accessible solutions related to the existing kennel improvements.

### **Task 7 – Lighting and HVAC Permit/Construction Documents**

Consultant will complete the documentation for permit submittal and construction documents.

### **Task 8 – Existing Kennel Maintenance Construction Documents**

Consultant will provide construction drawings and specifications for additional items for the existing kennel improvements including flooring, finishes, mastic ACT wall/ceiling, trench drain covers and kennel upgrades (new interior and exterior kennel cages + doors, new guillotine door assemblies and new infill side panels, etc.).

### **Task 9 – Existing Kennel Construction Administration**

Consultant will provide services during the course of construction, reviewing Requests For Information, Submittals, and required field observations.

### **Task 10 - ADA Design for New Kennel**

Consultant will perform site survey and provide documentation to coordinate required ADA improvements based on 'ADA Transition Plan' as supplied by the City. This work includes landscape elements and features at the existing facility.

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1**  
**(AMENDED, REPLACES PREVIOUS)**

CONSULTANT shall perform the Services so as to complete each milestone (task) within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (NTP).

<b>Milestones (Tasks 1-5)</b>	<b>Completion (No. of Weeks From NTP for Tasks 1-5)</b>
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**Medical Upgrade Area**\*

1. Schematic Design	2
2. Design Development	8
3. Construction Documents	12
4. Permitting	18
5. Construction Administration	42

**New Kennel Building**

1. Schematic Design	18
2. Design Development	24
3. Construction Documents	32
4. Permitting	41
5. Construction Administration	80

\* Medical suite is the priority under Phase 1 Tasks 1-5.

<b>Milestones (Tasks 6-10)</b>	<b>Completion (No. of Weeks From NTP for Tasks 6-10)</b>
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6. Existing Kennel Upgrade Design	8
7. Lighting and HVAC Permit/Construction Documents	8
8. Existing Kennel Maintenance Construction Documents	6
9. Existing Kennel Construction Administration	52
10. ADA Design for New Kennel	8

**EXHIBIT "C"**  
**COMPENSATION, AMENDMENT NO. 1**  
**(AMENDED, REPLACES REVIUOUS)**

The CITY agrees to compensate the CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Schematic Design—medical suite and new kennel)	\$48,046
Task 2 (Design Development—medical suite and new kennel)	\$76,886
Task 3 (Construction Documents—medical suite and new kennel)	\$129,206
Task 4 (Permitting—medical suite and new kennel)	\$30,606
Task 5 (Construction Administration—medical suite and new kennel)	\$69,624
Task 6 (Existing Kennel Upgrade Design)	\$21,000
Task 7 (Existing Kennel Permit and Construction Documents)	\$10,000
Task 8 (Existing Kennel Maintenance Item Construction Documents)	\$17,000
Task 9 (Existing Kennel Construction Administration)	\$14,000
Task 10 (ADA Design For New Kennel)	\$14,000
<b>Sub-total Basic Services</b>	<b>\$430,368</b>
Reimbursable Expenses	\$7,200
<b>Total Basic Services and Reimbursable Expenses</b>	<b>\$437,568</b>
Additional Services (if approved by City)	\$49,157
<b>Maximum Total Compensation</b>	<b>\$486,725</b>

## **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: \$7,200 (as above)

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's project manager.

## **ADDITIONAL SERVICES**

The CONSULTANT shall provide Additional Services (as defined in Section 4, entitled "Not to Exceed Compensation" of this Agreement) only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a proposed description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.