



MEETING DATE: 2/17/09

ITEM NO.

10

COUNCIL/AGENCY AGENDA REPORT

DATE: FEBRUARY 6, 2009

TO: MAYOR AND TOWN COUNCIL/
CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GREG LARSON, TOWN MANAGER/EXECUTIVE DIRECTOR *GL*

SUBJECT: PPW JOB NO. 07-22 – LOS GATOS/MONTE SERENO POLICE
OPERATIONS BUILDING PROJECT PROJECT 821-2401
ADOPT RESOLUTION AUTHORIZING TOWN MANAGER TO EXECUTE
AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH ROSS DRULIS CUSENBERY INC., TO PROVIDE CONSTRUCTION
SUPPORT SERVICES IN AN ADDITIONAL AMOUNT NOT TO EXCEED
\$35,100.

RECOMMENDATION:

Adopt resolution (Attachment 1) authorizing Town Manager to execute an amendment to the professional services agreement (Exhibit A) with Ross Drulis Cusenbery Inc. to provide construction support services in an additional amount not to exceed \$35,100.00

BACKGROUND:

On March 27, 2007, Council authorized the Town Manager to execute a Professional Services Agreement with Ross Drulis Cusenbery Inc. to perform preliminary architectural design services in connection the Los Gatos/Monte Sereno Police Operations Building Project.

This contract was amended in April 16, 2007 to provide additional design services for the project. The design was completed in spring 2008 and the project was advertised for bidding.

PREPARED BY: TODD CAPURSO *T. Capurso for*
Director of Parks and Public Works

Reviewed by: *PS* Assistant Town Manager/Deputy Director
OK Town Attorney/General Counsel _____ Clerk Administrator/Secretary *SO* Finance
_____ Community Development

PAGE 2

FEBRUARY 6, 2009

MAYOR AND TOWN COUNCIL

CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

SUBJECT: PROJECT 07-22 – LOS GATOS/MONTE SERENO POLICE OPERATIONS
BUILDING PROJECT

DISCUSSION:

The bids received by the Town in June 2008 all exceeded the project budget. The Town performed a detailed value engineering process for the project to identify the causes of the high bids. As a result of this value engineering process, modifications to the project plans and specifications had to be made, before the project could be rebid.

In order to meet the project schedule, the architect was given direction by the Town to proceed with making changes to the plans and specifications. This additional work was not in the original scope of work by the architect. However, the original contract with the architect included funding for construction support services. In an effort to move forward with the project in a timely manner, a portion of these funds was reallocated to cover the redesign costs.

After the modifications to the bid documents were made, the project was rebid successfully within budget and a contract for the construction was awarded by the Town Council on December 15, 2008. At that time, staff informed the Town Council that in early 2009, a report would be brought to the Town Council to amend the contract with Ross Drulis Cusenbery Inc. in order to keep them under contract throughout the construction phase of the project. In the corresponding report to Town Council, \$320,000 was identified and set aside for future planned Project Management Expenses. The additional \$35,100 required for this contract amendment will be encumbered from those funds. This level of involvement by the architect is required to assist the construction team to successfully finish this project.

Staff recommends approval of an amendment (Exhibit B) to the Ross Drulis Cusenbery Inc. contract (Exhibit A) in the amount not to exceed \$ 35,100.00, as per the outlined Proposal (Exhibit C).

CONCLUSION:

It is recommended that the Council/Agency adopt the attached Resolution authorizing the Town Manager to execute an Addendum to the Agreement with Ross Drulis Cusenbery Inc. to provide construction support services for the Los Gatos/Monte Sereno Police Operations Building Project.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to Sections 15301(c), 15303(e) and 15304(b) of the State CEQA Guidelines.

PAGE 3

FEBRUARY 6, 2009

MAYOR AND TOWN COUNCIL

CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

SUBJECT: PROJECT 07-22 – LOS GATOS/MONTE SERENO POLICE OPERATIONS
BUILDING PROJECT

FISCAL IMPACT:

Sufficient funds are available to pay for this project.

POLICE FACILITY PROJECT						
FY 2007/08 Fiscal Impact	Original Budget	Prior Years Expenditures	FY 2008/09 Budget	FY 2008/09 Exp/Enc To Date	Proposed Contract Amount	Available Balance
Project 411- 821-2401	\$ 5,118,548	\$ 2,521,791	\$ 2,971,757	\$ 2,120,027	\$ 35,100	\$ 816,630
Project 911-821-2401	2,720,000	1,280,886	1,439,114	1,175,038		\$ 264,076
TOTALS	\$ 7,838,548	\$ 3,802,677	\$ 4,410,871	\$ 3,295,065	\$ 35,100	\$ 1,080,706
Expenditure Detail						
Services Supplies & Equipment		\$ 1,627		\$ 28,031		
Site Acquisition & Preparation		3,201,718		900		
Design & Consulting Services		540,574		189,327		
Project Construction		58,758		3,076,807		
Proposed Contract Amendment					\$ 35,100	
TOTALS		\$ 3,802,677		\$ 3,295,065	\$ 35,100	

Attachment:

1. Resolution Authorizing Town Manager to execute an Amendment to the Agreement, with Agreement with Ross Drulis Cusenberry Inc. (Exhibit A); Amendment to the Agreement. (Exhibit B); and proposal for construction support services (Exhibit C)

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE TOWN MANAGER
TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH RUSS DRULIS CUSENBERY INC. TO PROVIDE
CONSTRUCTION SUPPORT SERVICES FOR PROJECT 07-22 – LOS GATOS /
MONTE SERENO POLICE OPERATIONS BUILDING PROJECT**

WHEREAS, in March, 2007, the Town of Los Gatos entered into an agreement with Russ Drulis Cusenbery Inc., to perform design consulting services in for the Los Gatos / Monte Sereno Police Operations Building project.

WHEREAS, a second Amendment to the Agreement is necessary to include construction support services at an additional cost not to exceed \$35,100 in connection with the Los Gatos / Monte Sereno Police Operations Building project.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos authorizes the Town Manager to execute an amendment (Exhibit B) to the agreement (Exhibit A) for additional consultant support services as described in the proposal for construction support services (Exhibit C).

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17th day of February, 2009 by the following vote:

COUNCIL/AGENCY MEMBERS

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR
OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR
OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

EXHIBIT A

CLERK DEPARTMENT

AGR 07.120

AGREEMENT FOR CONSULTANT SERVICES

ORD

REC

THIS AGREEMENT is entered into this 15th day of August, 2007, by and between the Town of Los Gatos, State of California, herein called the "Town", and, Ross Drulis Cusenbery Architecture, Inc., engaged in providing architectural services herein called the "Consultant".

RECITALS

- A. On June 18, 2007, the Town Council authorized the purchase an existing office building at 15900 Los Gatos Boulevard to be converted to a police services building.
- B. The Town desires to engage the firm to prepare construction drawings for additions to the building and tenants because of the Consultant's experience and qualifications to perform the desired work.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide the services listed below as described in the Scope of Work attached as Exhibit A.
 - a. Program Verification
 - b. Conditional Use Permit and Design Review Services
 - c. Schematic Design Services
 - d. Design Development Services
 - e. Construction Document Services
 - f. Bidding Services
 - g. Construction Administration
 - h. Supplemental Design Services
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement and issuance of a Town purchase order with completion by June 30, 2009.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its

profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall be five hundred seventy four thousand two hundred ninety seven (\$574,297) dollars. Payment shall be based upon Town approval of each task.
7. Billing. Billing shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall reference the Town's purchase order number and be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95030

Statements:
Town of Los Gatos
Attn: Finance Department
P.O. Box 655
Los Gatos, CA 95030

8. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement.

Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

9. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Michael Ross. The Project Manager for the Town for the work under this Agreement shall be Curtis Banks, Project Planner
10. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town:

Curtis Banks
Town of Los Gatos
Community Development Department
P.O. Box 949
Los Gatos, CA 95031

To Consultant:

Michael Ross, AIA
RossDrulisCusenbery Architecture Inc.
18294 Sonoma Highway
Sonoma, CA 95476

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

12. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

13. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that

it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

14. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
15. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
 - iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional negligent errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided or cancelled, except after thirty (30) days' prior written notice by certified mail has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

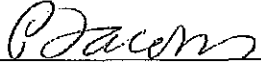
D. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

E. Subcontractors: Any subcontractors shall be required to have and maintain, for the duration of the contract the insurance policies in this item, which shall be endorsed as required in Section C above. The Consultant shall maintain current certification of such insurance on file at all times during the term of this agreement and make available for review by the Town, if requested.

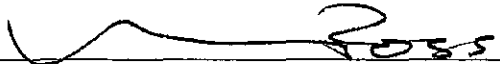
16. Indemnification. The Consultant shall save, keep and hold harmless indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work to the extent caused by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.
17. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
18. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
19. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement pursuant to paragraph 6 hereto, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
20. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
21. Disputes. In any dispute over any aspect of this Agreement, each party shall be responsible for their own attorney's fees, including costs of appeal.
22. Entire Agreement. This Agreement, including Exhibits A, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on page one.


Town of Los Gatos by:


Pamela Jacobs, Interim Town Manager

Consultant by:


Signature

Approved as to Form:


Orry P. Korb, Town Attorney

Michael B. Ross, AIA

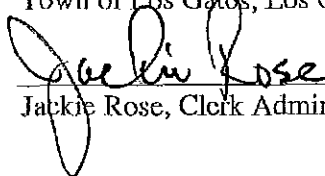
Print Name

CEO

ATTEST:

Title

Town of Los Gatos, Los Gatos, California

 09.12.07
Jackie Rose, Clerk Administrator

18294
Sonoma Highway
Sonoma
CA 95476

TEL 707 996 8448
FAX 707 996 8542

ARCHITECTURE

July 16, 2007

Curtis Banks
Project Planner
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

Reference: Proposal for Los Gatos Police Services Building: *Architecture and Engineering Services*

Dear Curtis:

RossDrulisCusenbery Architecture, Inc. (RDC) is pleased to submit this proposal for architecture and engineering (A/E) services for the proposed Los Gatos Police Services Building. A project description, work plan task, project schedule and fee summary for RDC's services is provided below.

General Project Description

The Town of Los Gatos Police Department requires additional building area to house its patrol operations, emergency operations center/briefing, investigations, prisoner processing and property and evidence operations. The Town has recently (or will soon) acquire a portion of the Verizon site located at 15900 Los Gatos Blvd., Los Gatos, CA for this purpose. Through this acquisition, the Town will acquire a portion of a 1.78 acre site through a sub division and a 9,238 GSF existing cast in place concrete communications building which will be adapted into a new police services building. The Town of Los Gatos is requesting A/E services for the interior renovations and additions to the existing building and site and civil engineering services for the creation of 46 secure and seven public parking spaces and associated site work.

RDC was previously retained by the Town to provide program verification and conceptual design services for the project. The product of those services were documented in a conceptual design/site plan titled; *Los Gatos - Monte Sereno Police Operations Building, Concept Option B, May 7, 2007*. The work depicted on this document forms the basis of design for this A/E services proposal. The basis of design includes approximately 9,238 GSF of renovations to the existing building and 2,679 GSF of additions to the existing building.

The Town retained the San Jose Construction Company to prepare a construction cost estimate based on the Option B conceptual plan. The Town also retained Hohbach-Lewin Inc., Structural Engineers to assess the suitability of the existing building. Per the Town's directive, Hohbach-Lewin is being retained by RDC as the structural engineer for the project.

The San Jose Construction Company's estimated construction cost reconciled to include some contractor supplied FF&E lockers and tack boards and offsite work is:

Subtotal PD Direct Costs:	\$2,939,887
Los Gatos Blvd. Work	\$150,000
Subtotal Construction Cost	\$3,089,887

RossDrulisCusenbery

Profit and Overhead:	\$154,494
Insurance	\$30,898
Subtotal	\$3,275,279
Design Contingency (10%)	\$327,527 - Utilized by A/E team during design process
Change Order Contingency (5%)	\$180,140 - Minimum recommended amount, assume spent.
Estimated Construction Cost	\$3,782,946*

*This estimated construction cost is provided only as a means of calculating the A/E fee. RDC does not certify the accuracy of the construction cost estimate prepared by others. The final construction cost is likely to change. Exterior improvements to the building are limited to paint. *RDC recommends the Town increase its construction change order contingency to 10% and add a 10% bidding contingency to account for current fluctuations in the construction market place and bid environment.*

General Description of Services Offered

RDC's services will be based on services described in AIA B-141 and will include: architecture, structural, mechanical, plumbing, fire protection, electrical, lighting and civil engineering, landscape design, geo technical and topographic mapping services. Telecommunication, audio visual, security and data systems will be designed by RDC as an empty system of cable trays, raceways, conduits, termination boxes, back panels, equipment rooms and pull strings for the design and installation by others of all cabling, cctv cameras, monitors, telephone communication equipment, telephone switch gear, computers, servers, radio base stations and other user based equipment. Acoustical consulting will be limited to the design of interior partitions and the acoustical surround of the emergency generator. The Town will provide its standard "front end" specifications, bid form, contract and instructions to bidders compliant with the requirements of California public works projects, for the Contract Documents.

Exclusions

Hazardous materials assessment, testing or abatement, earthquake fault testing or discovery services, meetings in excess of those listed, consultants other than those listed in this proposal, destructive testing, LEED certification, inspections and testing, permits and fees.

Work Plan

RDC has organized its services into eight primary tasks. Each task is described below.

Task	Title	Description	Duration	Comments
1	Program Verification and Project Orientation	Kick off meeting, project orientation, program verification. Development of schedule, goals and communication protocols. Attend one meeting in Los Gatos.	One week	Review floor and site plans with PD and Town representatives prior to initiating design process. Town to designate a project manager as single point of contact for project for A/E team.
2	Conditional Use Permit and Design Review Services	Support the Town's application for Conditional Use Permit. Provide professional	Six weeks	Prepare design documents for CUP and design review

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Task	Title	Description	Duration	Comments
		opinion on need for roof top HVAC units, prepare design review drawings. Attend two meetings in Los Gatos.		
3	Schematic Design Services	Schematic Design Documents based on previously approved budget, program and conceptual design. Documents include: site plan, floor plan, elevations and two building sections. Cost estimate. Attend two meetings in Los Gatos.	Two months	This work maybe concurrent with CUP work above.
4	Design Development Services	Design Development Documents based on the approved schematic design documents and budget. Documents include: plans, sections, elevation, typical construction details, materials and finishes and systems and equipment layouts. Cost Estimate. Attend two meetings in Los Gatos.	Three months	
5	Construction Document Services	Construction Documents based on the approved Design Development documents and budget. Documents will set forth in detail the requirement for the construction of the project. Documents will include drawings, details and specifications that establish in detail the quality levels of materials and systems required for the work. Cost estimate. Attend three meetings in Los Gatos.	Four months	
6	Bidding Services	Assistance in the development and preparation of bidding and procurement information. Preparation of Project Manual, Contract, Conditions of the Contract for Construction and	6 weeks	

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Task	Title	Description	Duration	Comments
		Specifications. Preparation of bid addenda and responses to RFI's during bid period. Evaluation of bids. Attend one pre bid meeting and site walk through in Los Gatos.		
7	Construction Administration Services	Attend pre construction meeting, observe work, create contract change and field orders, review and approve submittals and shop drawings, respond to RFI's. Attend 12 construction meetings.	10 -12 months	
8	Supplemental Design Services	Exterior Public Courtyard Trellis and Window Sun Shade Design. Landscape Design in Public ROW.	Discuss	Discuss. It is possible the LG design review process may require additional exterior design treatment be applied to this project.

Fee Summary Per Discipline

Basic Services			
Consultant Name	Specialty	Total Fee	Comments
RossDrulisCusenbery Architecture, Inc.	Architect	\$342,897	
Hobach – Lewin Inc.	Structural Engineer	\$29,500	
O'Mahoney & Meyer	Electrical Engineer	\$47,500	
15000 Inc.	Mechanical/Plumbing Engineer	\$32,000	
Green Valley	Civil Engineer	\$46,000	
HLD Group	Landscape Architect	\$12,800	
A: Sub Total		\$510,697	
Specialty Consultants and Fees			
Charles Salter Associates	Acoustic	\$15,000	
Kleinfelder	Geo Technical Report	\$15,300	
Kleinfelder	Geo Tech Construction Observation	\$16,100	Hourly. Verify.
Green Valley	Topographic Survey	\$12,200	
Mack S	Cost Estimation	\$25,000	
Reimbursable Expenses Allowance		\$20,000	
B: Sub Total		\$103,600	
Total A/E Fees (A + B)		\$614,297	

RossDrullisCusenbery Architecture, Inc.

Proposal for Los Gatos Police Services Building: *Architecture and Engineering Services*

Page 5.

RDC is available to begin services within 10 business days of receipt of the Notice to Proceed from the Town of Los Gatos.

Please contact me should you require clarification. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Ross", with a stylized flourish at the end.

Michael B. Ross, AIA

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Y

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT (Exhibit A) is entered into this the ____ day of February, 2009, by and between the **Town of Los Gatos**, State of California, herein called "Town," and **Russ Drulis Cusenbery Inc**, herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an agreement for design consultant services in March, 2007 ("Agreement"), a copy of which is attached hereto as (Attachment 1) and incorporated herein by reference.
- B. Additional design services for Project 07-22 – Los Gatos/ Monte Sereno Police Operations Building Project were required after the execution of the agreement in order to redesign the project to meet budgetary requirements. These design services were paid for with contract funds originally intended for construction support services. An additional \$35,100 is required to cover the costs associated with construction support services.

AMENDMENT

- 1. Section 6 (Compensation) of the Agreement is hereby amended to add \$35,100 to the total contract at an amount not to exceed \$609,397 to cover the costs associated with construction support services for this project in accordance with (Exhibit C) attached hereto and incorporated herein by this reference.
- 2. All other terms and conditions of the Agreement dated March 2007 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Russ Drulis Cusenbery Inc. have executed this Agreement as of the date indicated on page one (1).

Town of Los Gatos, by:

Greg Larson
Town Manager

Russ Drulis Cusenbery Inc.

Recommended by:

Todd Capurso
Director of Parks and Public Works

ATTEST:

Clerk Administer

Approved as to Form:

Orry P. Korb, Town Attorney

18294
Sonoma Highway
Sonoma
CA 95476

EXHIBIT C

RossDrulis
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TEL 707 996 8448
FAX 707 996 8542

ARCHITECTURE

February 9, 2009

Kevin Rohani, P.E., Town Engineer
Parks and Public Works Department
Town of Los Gatos
41 Miles Ave.
Los Gatos CA 95031

Reference: Revised Proposal for Los Gatos Police Services Building: Additional Architecture and Engineering Services -- Design Changes and Additional Construction Meetings

Dear Kevin:

RossDrulisCusenbery Architecture, Inc. (RDC) is pleased to submit this proposal for additional Architectural and Engineering Construction Contract Administration services for the Los Gatos Police Department project.

Additional Construction Meetings

RDC's contract currently includes attendance at the pre construction meeting, and twelve construction meetings. Per your request, RDC will attend ten additional construction meetings. The attached fee includes travel time, meeting preparation, the meetings and meeting follow-through activities. The estimated cost for preparation for and attendance at ten additional construction meetings is \$24,000.00

Additional Design Services

Relocation of Emergency Generator

The Town has decided to move the emergency generator to mitigate exhaust fumes that travel to neighboring properties. RDC proposes to provide additional design services for the following fees:

Architect	2,500.00
Civil Engineer	1,500.00
Electrical Engineer	600.00
Landscape Architect	500.00
Total	5,100.00

Room 101 Door Location

The Town has requested a change to the door location in room 101. RDC proposes to provide this additional service for the following fees:

Architect	250.00
Structural Engineer	750.00
Total	1,000.00

EXHIBIT C

Additional Expenses

To date, RDC has already expended more than the original \$20,000 allowance for reimbursable expenses. The project will incur many additional expenses through completion, including plotting, printing, local travel, postage and delivery, and communications costs. We therefore request that an additional \$5,000 be allocated to the project for the reimbursable expenses to be incurred through project completion.

Total Request for Additional Services

Ten Additional Meetings	\$24,000.00
Emergency Generator Design Change	\$5,100.00
Room 101 Door Relocation	\$1,000.00
Additional Expenses	\$5,000.00
Total	\$35,100.00

Sincerely,



Michael B. Ross, AIA, CEO

RossDrulisCusenbery Architecture, Inc.