



MEETING DATE: 4/6/09  
ITEM NO. 11

## COUNCIL/AGENCY AGENDA REPORT

DATE: MARCH 30, 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  
\$10,020.

### 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 \$10,020.

### 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 with the Los Gatos/Monte Sereno Police Operations Building Project.

This contract was amended 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 and construction started in January 2009.

*Todd Capurso*

PREPARED BY: TODD CAPURSO  
Director of Parks and Public Works

Reviewed by: PS Assistant Town Manager/Deputy Director  
\_\_\_\_ Town Attorney/General Counsel \_\_\_\_ Clerk Administrator/Secretary  
S Finance \_\_\_\_ Community Development

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MARCH 30, 2009

MAYOR AND TOWN COUNCIL

CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

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

BACKGROUND (cont'd):

On February 17, 2009, Council amended this contract to provide additional funding for this project for additional construction support services by Ross Drulis Cusenbery Inc.

DISCUSSION:

Staff is requesting a design revision of the Detective's area to accommodate specific needs. The layout of the Detective's area has been modified several times since the beginning of the project's design. Original bid documents showed plans for this specific work area were to have partitions instead of separate rooms. After further consideration and review, staff has determined that separate rooms for the Detective's area are required for operational and confidentiality reasons.

In addition to the Detective's area changes, Police Department staff has added a new communication system to connect the Operations Building to the Civic Center complex. This change not only includes interior communication conduits and cables, but also antenna and posts on the roof of the building, which necessitates design by an architect.

To accommodate these changes, staff has worked with the project architect to prepare an additional scope of work for amending the existing architect's contract. Staff recommends approval of an amendment (Exhibit B) to the Ross Drulis Cusenbery Inc. contract (Exhibit A) in an amount not to exceed \$10,020, as per the outlined Proposal dated March 30, 2009 (Exhibit C). This amendment to the contract can be accommodated within the current project budget.

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 additional 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.

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MARCH 30, 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<br>Budget | Prior Years<br>Expenditures | FY 2008/09<br>Budget | FY 2008/09<br>Exp/Enc<br>To Date | Proposed<br>Contract/<br>Planned Exp | Available<br>Balance |
| Project 411- 821-2401          | \$ 5,118,548       | \$ 2,521,791                | \$ 2,971,757         | \$ 2,346,472                     | \$ 6,543                             | \$ 618,742           |
| Project 911-821-2401           | 2,720,000          | 1,280,886                   | 1,439,114            | 1,288,945                        | 3,477                                | \$ 146,692           |
| TOTALS                         | \$ 7,838,548       | \$ 3,802,677                | \$ 4,410,871         | \$ 3,635,417                     | \$ 10,020                            | \$ 765,434           |
| Expenditure Detail             |                    |                             |                      |                                  |                                      |                      |
| Services Supplies & Equipment  |                    | \$ 1,627                    |                      | \$ 28,031                        |                                      |                      |
| Site Acquisition & Preparation |                    | 3,201,718                   |                      | 900                              |                                      |                      |
| Design & Consulting Services   |                    | 540,574                     |                      | 396,835                          |                                      |                      |
| Project Construction           |                    | 58,758                      |                      | 3,110,339                        | 10,020                               |                      |
| Facility Re-Use Costs          |                    |                             |                      |                                  |                                      |                      |
| Contingency                    |                    |                             |                      |                                  |                                      |                      |
| TOTALS                         |                    | \$ 3,802,677                |                      | \$ 3,536,105                     | \$ 10,020                            |                      |

Attachment:

Resolution Authorizing Town Manager to execute an Amendment to the Agreement with Ross Drulis Cusenberry Inc., including;

- Agreement with Ross Drulis Cusenberry Inc. (Exhibit A)
- Amendment to the Agreement. (Exhibit B)
- 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 third Amendment to the Agreement is necessary to include construction support services at an additional cost not to exceed \$10,020.00 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 6<sup>th</sup> day of April, 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 \_\_\_\_\_

RESO \_\_\_\_\_

THIS AGREEMENT is entered into this 15<sup>th</sup> day of August, 2007, by and between the Town of Los Gatos, State of California, herein called the "Town", and, Ross Drutis 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.

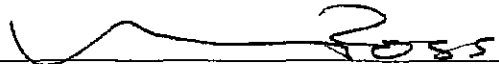
16. Indemnification. The Consultant shall save, keep and hold harmless indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal 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.

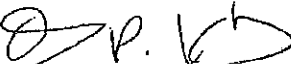
Town of Los Gatos by:

  
Pamela Jacobs, Interim Town Manager

Consultant by:

  
Signature

Approved as to Form:

  
Orry P. Korb, Town Attorney

Michael B. Ross, AIA

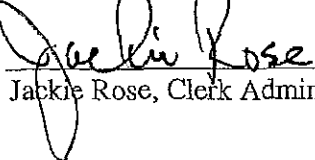
Print Name

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.  |
| <b>Estimated Construction Cost</b> | <b>\$3,782,946*</b>                                    |

\*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.<br>Development of schedule, goals and communication protocols.<br>Attend one meeting in Los Gatos. | One week  | Review floor and site plans with PD and Town representatives prior to initiating design process.<br>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.<br>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      |   |



| Task | Title                                | Description   | Duration      | Comments  |
|------|--------------------------------------|---|---------------|---|
|      |                                      | Specifications.<br>Preparation of bid addenda and responses to RFI's during bid period.<br>Evaluation of bids.<br>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.<br><br>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         |                 |
| <b>A: Sub Total</b>                    |                                   | <b>\$510,697</b> |                 |
| 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 5                                 | Cost Estimation                   | \$25,000         |                 |
| Reimbursable Expenses Allowance        |                                   | \$20,000         |                 |
| <b>B: Sub Total</b>                    |                                   | <b>\$103,600</b> |                 |
| <b>Total A/E Fees (A + B)</b>          |                                   | <b>\$614,297</b> |                 |

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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C  
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## AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is entered into this the 6<sup>th</sup> day of April, 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 (Exhibit A) 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 \$10,020.00 is required to cover the costs associated with construction support services.

### AMENDMENT

- 1. Section 6 (Compensation) of the Agreement is hereby amended to add \$10,020.00 to the total contract 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

TEL 707 996 8448  
FAX 707 996 8542

## ARCHITECTURE

March 30, 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 – *Detectives' Area, Rooftop Antenna & Room #110 Door*

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.

**Redesign of Detectives' Area**

RDC will revise the layout of the Detective's Area so that it has full height walls similar to the original Bid Set. The main difference will be that the transom windows originally designed to surround this area will be deleted and the walls will be gypsum board. The ceilings will remain lay-in tile as is currently shown, but the grid, light and diffuser locations will be revised.

The proposed fixed fee for this additional service is as follows:

|                               |                 |
|-------------------------------|-----------------|
| Architect                     | 2,100.00        |
| Mechanical Engineer           | 1,725.00        |
| Electrical Engineer           | 920.00          |
| Structural Engineer           | 287.50          |
| <b>Total Detectives' Area</b> | <b>5,032.50</b> |

**Structural Analysis for Rooftop Antenna (Time & Expenses)**

RDC and its structural engineer will provide a structural analysis for relocating the antenna to the rooftop. The fees for this additional design will be computed hourly plus expenses. The estimated cost is as follows:

|                              |       |       |                 |
|------------------------------|-------|-------|-----------------|
| Architect                    | 8 hrs | \$150 | 1,200.00        |
| Structural Engineer          |       |       | 862.50          |
| <b>Total Rooftop Antenna</b> |       |       | <b>2,062.50</b> |

**Additional Door @ Room 110 (Time & Expenses)**

RDC will provide design revisions to add another door into the Interview/Breakout Room, #110. The fees for this additional design will be computed hourly plus expenses. The estimated cost is as follows:

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March 30, 2009

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|                                |          |       |                 |
|--------------------------------|----------|-------|-----------------|
| Architect                      | 19.5 hrs | \$150 | 2,925.00        |
| <b>Total - Additional Door</b> |          |       | <b>2,925.00</b> |

|                    |  |  |                    |
|--------------------|--|--|--------------------|
| <b>Grand Total</b> |  |  | <b>\$10,020.00</b> |
|--------------------|--|--|--------------------|

Sincerely,



Michael B. Ross, AIA, CEO  
**RossDrulisCusenbery** Architecture, Inc.