

MEMORANDUM



DATE: January 18, 2011

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: RESOLUTIONS AWARDING CONSTRUCTION CONTRACT FOR TENANT IMPROVEMENTS FOR THE NEW RANCHO CORDOVA POLICE STATION TO BOBO CONSTRUCTION, INC., AND GRANTING AUTHORITY TO THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED TEN PERCENT OF THE AGGREGATE AMOUNT OF THE CONTRACTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO CONSULTING SERVICES AGREEMENTS WITH DESCOR BUILDERS, LP CONSULTING ENGINEERING, AND CALPO HOM & DONG ARCHITECTS, INC.

RECOMMENDATION

That Council:

- a) Adopts Resolution No. 3-2011 with Bobo Construction, Inc. for Contract No. 1-2011;
- b) Adopts Resolution No. 4-2011 with DesCor Builders for Contract Amendment No. 5-2010-1;
- c) Adopts Resolution No. 5-2011 with LP Consulting Engineering for Contract Amendment No. 113-2010-1; and
- d) Adopts Resolution No. 6-2011 with Calpo Hom & Dong Architects, Inc. for Contract Amendment No. 150-2009-1.

RESULT OF RECOMMENDED ACTION

Adoption Resolution No. 3-2011 will award a construction contract to the lowest responsive bidder, Bobo Construction, Inc., for site fence, flag poles, glass and glazing, toilet accessories and partitions, mats, and window coverings for the new Rancho Cordova Police Station in the amount of \$294,000 and will grant authority to the City Manager to approve change orders in an amount not to exceed ten percent of the aggregate amount of the contracts, which is approximately 4.2 million dollars.

Adoption of Resolution No. 4-2011 will amend the DesCor Builders, Inc. contract to increase the amount from \$258,043 to \$478,574 to cover the cost associated with additional construction administration services and an increase to the scope of the project.

Adoption of Resolution No. 5-2011 will amend the LP Engineers, Inc. contract to increase the amount from \$92,100 to \$117,750 to covers the cost associated with additional services of construction administration and LEED certification.

Adoption of Resolution No. 6-2011 will amend the Calpo Hom and Dong Architects, Inc. contract to increase the amount from \$119,300 to \$178,912 to cover the cost associated with additional design services for ADA improvements and additional construction administration services.

The target date for construction completion is July 1, 2011.

ADVANCES GOALS: 1, 4, and 6

BACKGROUND

Bobo Construction

The Project was broken down into 31 construction categories with bids solicited independently for each category.

At the November 15 and December 6 council meetings, 18 construction contracts were awarded and remaining bids were rejected per staff recommendation. Since then, staff has consolidated some of the remaining construction items into one bid package, Bid Release 3, and re-advertised on December 7, 2010. Bid Release 3 is for site fence, flag poles, glass and glazing, toilet accessories and partitions, mats, and window coverings for the new Rancho Cordova Police Station. Bids for the Project were publicly opened and read on Friday, January 7, 2011.

Two contractors bid on the project. Headwaters Construction provided the lowest bid of \$182,644 but pulled their bid shortly after bid opening. Bobo Construction, Inc., the second bidder, submitted a proposal in the amount of \$256,000. The Bid Proposal Form is provided as **Exhibit A** of Resolution No. 3-2011. Bid requests also included a number of alternatives for glass protection. Staff recommends accepting Bid Alternate #1 for \$38,000 to provide bullet resistant film on high risk windows. The total contract amount to be awarded will be \$294,000 which is consistent with the engineer's estimates for these items of work.

In addition to awarding a contract for the new police station, Resolution No. 3-2011 would also grant the City Manager the authority to approve change orders for the contracts in an amount not to exceed ten percent (10%) of the aggregate amount of all the contracts, which is approximately 4.2 million dollars. Staff recommends that the City Manager be given this authority in order to expedite the change order process so that improvements to the police station can be made in a timely fashion.

Rancho Cordova Municipal Code Section 2.04.110(b) states in pertinent part that "unless otherwise directed by the City Council, the City Manager shall have authority to approve and execute payment of all warrants of \$100,000 or less drawn upon the city treasury without presentation to the City Council." This section prohibits the City Manager from approving and executing warrants in excess of \$100,000, unless the City Council grants additional authority to the City Manager to approve warrants in excess of \$100,000. This may occur through specifying a maximum additional amount over \$100,000 that the City Manager may approve warrants for. In this case, staff is requesting that the City Manager be granted the authority to approve change orders for the contracts in an amount not to exceed ten percent (10%) of the aggregate amount of all the contracts, which is approximately 4.2 million dollars. Staff is requesting that this authority be given to the City Manager in Resolution No. 3-2011.

DesCor Builders

On February 1, 2010 the City entered into a contract with Descor Builders, Inc (Contract No. 5-2010) to provide construction management services in the amount of \$258,043. The original contract was based on a percentage of the estimated construction cost and the estimated schedule. The project scope has increased to include ADA, site improvements, and building improvements. Additional services are also needed to keep project on budget and on schedule. Staff is recommending amendment to this contract from \$258,043 to \$478,574 to include revised scope of services, current project estimate, and schedule.

LP Consulting Engineering

On October 20, 2010 the City entered into a contract with LP Consulting Engineers, Inc (Contract No. 113-2010) to provide mechanical and plumbing design services in the amount of \$92,100. Staff is recommending amendment to this contract from \$92,100 to \$117,750 for additional services to assist with construction administration and LEED certification.

Calpo Hom & Dong Architects, Inc.

On December 7, 2009 the City entered into a contract with Calpo Hom & Dong Architects, Inc (Contract No. 150-2009) to provide professional architectural services in the amount of \$119,300. Staff is recommending amendment to this contract from \$119,300 to \$178,912 for additional design services and to assist with construction administration.

FISCAL IMPACT

The Project's funding plan was presented to Council at the November 15, 2010 City Council meeting and the City Council authorized a total budget of \$5.7 million for this project. All the categories identified in this staff report fall within the total Project's approved budget.

ATTACHMENTS

1. Resolution No. 3-2011 including **(Exhibit A)** Bid Proposal Form.
2. Resolution No. 4-2011 including **(Exhibit 1A)** Contract 5-2010-1.
3. Resolution No. 5-2011 including **(Exhibit 1A)** Contract 113-2010-1.
4. Resolution No. 6-2011 including **(Exhibit 1A)** Contract 150-2009-1.

CITY OF RANCHO CORDOVA
RESOLUTION NO. 3-2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AWARDING CONSTRUCTION CONTRACT FOR TENANT IMPROVEMENTS TO
THE NEW RANCHO CORDOVA POLICE STATION AND GRANTING AUTHORITY
TO THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS IN AN
AMOUNT NOT TO EXCEED 10% OF THE AGGREGATE AMOUNT OF ALL THE
CONTRACTS FOR THE NEW RANCHO CORDOVA POLICE STATION**

WHEREAS, bids for tenant improvements to the new Rancho Cordova Police Station located at 2897 Kilgore Road and 2880 Gold Tailings Drive ("Project") were solicited to the Sacramento County, El Dorado County, and Placer County Builders Exchange beginning December 3, 2010. The project was also advertised in the Grapevine Independent on December 10, 17, and 24, 2010; and

WHEREAS, bids for the Project were publicly opened and read on January 7, 2011 at 2729 Prospect Park Dr., Rancho Cordova 95670; and

WHEREAS, the City received two bids for the project and the lowest responsive bidder, Headwater Contracting, pulled their bid shortly after bid opening; and

WHEREAS, the City recommends awarding a construction contract for the Project to the second responsive bidder as further described on the **Bid Proposal Form** attached hereto as **Exhibit A**; and

WHEREAS, it is possible that change orders for the Project will exceed the maximum amount that the City Manager has the authorization to approve, unless additional authority to approve amounts in excess of \$100,000 is granted to the City Manager pursuant to Section 2.04.110(b) of the Rancho Cordova Municipal Code Section; and

WHEREAS, the City Council wishes to grant authority to the City Manager to approve contract change orders in an amount not to exceed ten percent (10%) of the aggregate amount of all the contracts, which is approximately 4.2 million dollars.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA does award a construction contract to Bobo Construction, Inc. for tenant improvements for the new Rancho Cordova Police Station located at 2897 Kilgore Road and 2880 Gold Tailings as further described in **Exhibit A**, and grants authority to the City Manager to approve change orders for the contracts in an amount not to exceed ten percent (10%) of the aggregate amount for all the contracts.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BID PROPOSAL FORM

Project: Rancho Cordova Police Department
Project No. CP10-2090

SUBMIT BID TO:

City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BID OPENING:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BIDS DUE NO LATER THAN: 10:00 a.m. Local Time
DAY OF BID: January 7, 2011

BID RELEASE 3

BID PACKAGE DESCRIPTION Bid Package 1 - Misc.
(Note the appropriate Bid Package # and Description)

Name of Bidder: Bobo Construction, Inc.

Business Address: 9728 Kent street

City, State, Zip Code: ELK GROVE, CA, 95624

Telephone Number: 916-685-2285

Contact Person: Chris Bobo

Bid Proposal:

The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligation required by the contract documents for the sums noted below.

Construction Proposal Amount:

two hundred fifty six thousand
(\$ 256,000.00)

Alternate Bid Items:

The Bidder's price proposal(s) for Alternate Bid Items of the above-identified Bid Package is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the Owner's award of the Contract for the above-identified Bid Package unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded for the Bid Package.

Alternate #1: \$ 38,000.00
Alternate #2: \$ 11,400.00
Alternate #3: \$ 11,400.00

Acknowledgement of Bid Addenda:

The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the City of Rancho Cordova. Bidders that do not acknowledge all Bid Addenda's by listing by number and initialing in the space provided below will be considered non-responsive and their bid shall be rejected.

CB Addenda Nos. 1 received, acknowledged and incorporated
(initial) into this Bid Proposal.

Acknowledgment of Construction Schedule: CB (initial)

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA**1. CONTRACTORS LICENSE FORM**

Project No. CP10-2090

Project: Rancho Cordova Police Department

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

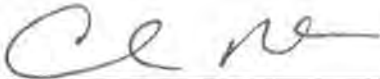
Contractor's License No. 183537

Expiration Date: 9/30/11

Contractor's Classification: B

Bobo Construction, Inc.
Contractor's Name (Printed)

1/7/11
Date


Bidder's Signature
(same signature as on Bid Proposal)

Chris Bobo
Bidder's Name (Printed)

President
Bidder's Title

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name and Address

**Description of Portion
of Work Subcontracted**

Lucas Sacto Fence

moles	He-DUM	Glazing
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JD Specialties Iodi Toilet Partitions

Rico's Sacto Window Covering

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Boba Construction, Inc., proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

**To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.**

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Accompanying this proposal is

(NOTICE: INSERT THE WORDS "CASH(\$ Bid Bond)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Bobo Const. Inc.

Chris Bobo - Pres

Carly Bobo Sect.

Austin Bobo - Treas

Chris Baker manager

Licensed in conformance with an act providing for the registration of Contractors,

License No. 183537 Classification(s) B, C20, C43, A

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 1/7/11



[Signature]
President

Signature and Title of Bidder

Business Address 9728 Kent St, Elk Grove, CA, 95624

Place of Business ELK GROVE, CA

Place of Residence ELK GROVE, CA

CITY RANCHO CORDOVA

DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, BOBO CONSTRUCTION, INC.
 _____ as Principal, and
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
Rancho Cordova Police Department 2897 Kilgore Road Rancho Cordova, CA 95670
(Copy here the exact description of work, including location as it appears on the proposal)
Bid Release 2 / Bid Packages 1-31 Multiple Trades CP10-2090

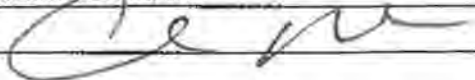
for which bids are to be opened at Rancho Cordova, CA on January 7, 2011
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

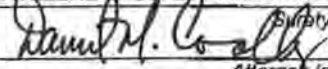
Dated: December 20, 2010.

BOBO CONSTRUCTION, INC.



Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By 
 Attorney-in-fact, Daniel M. Connolly

** Please See Attached**

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
 City Rancho Cordova

On this _____ day of _____ in the year 20__ before me
 _____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

 Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

On Jan 6 2011

Date

before me,

Arlene C. Young, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Chris Bobo

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Arlene C. Young

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Bidders Bond

Document Date:

12-20-2010

Number of Pages:

1

Signer(s) Other Than Named Above:

Chris Bobo

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On December 20, 2010
Date

before me,

Karen Amin, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Daniel M. Connolly

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: December 20, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel M. Connolly

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Travelers Casualty and Surety Company
of America

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220512

Certificate No. 003783772

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Diane Kelley, Stan Ward, Daniel M. Connolly, Karen Amin, and David Schnapp

of the City of Lodi, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of September, 2009

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 18th day of September, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

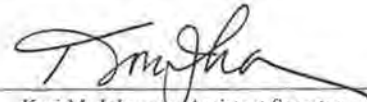
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CITY OF RANCHO CORDOVA
RESOLUTION NO. 4-2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT
CONTRACT WITH DESCOR BUILDERS FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE NEW RANCHO CORDOVA POLICE STATION PROJECT**

WHEREAS, on February 1, 2010 the City Manager executed an agreement with DesCor Builders to provide construction management services for the new Rancho Cordova Police Station; and

WHEREAS, construction for the project began November 8, 2010; and

WHEREAS, the project scope has increased to include ADA, site improvements, and building improvements; and

WHEREAS, additional construction management services are needed to assist with keeping project on schedule and on budget; and

WHEREAS, this amendment will increase the contract from \$258,043 to \$478,574; and

WHEREAS, the cost for these additional services will exceed the amount the City Manager can approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 5-2010-1 with DesCor Builders in the amount of \$478,574 for construction management services for the new Rancho Cordova Police Station located at 2897 Kilgore Road and 2880 Gold Tailings as further described in **Exhibit 1A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND DESCOR BUILDERS**

This First Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and DesCor Builders ("Consultant") as of January 18, 2011. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated February 1, 2010 for the purpose of providing construction management services for the new Rancho Cordova Police Station Project; and

WHEREAS, this Amendment will cover additional construction administration services, and

WHEREAS, the Parties agree that changes to the term and services provided for in the CSA are necessary in order for the City to continue receiving services by Consultant.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the CSA from July 1, 2011 to December 31, 2011. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2011, and Consultant shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed \$258,043. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed \$478,574, notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as Exhibit A, shall be added to and supplement the CSA's Exhibit A.
4. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Brad Desjardin, Principal

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____



COST PROPOSAL

City of Rancho Cordova Police Station

PRECONSTRUCTION SERVICES - \$6,960

Preconstruction Services include scope of work described in Section II A. (Preconstruction Services) and B. (Bid / Award Phase Services).

GENERAL CONDITIONS - \$166,916

General Conditions are based on the current project schedule dated January 3, 2011. General Conditions include full time on-site Supervision, Jobsite Office set-up, and LEED Silver coordination and management.

Additional Supervision / Coordination for extended Project duration for early demo package - \$29,392

Additional Supervision / Coordination for additional scope of work - \$19,480

DISTRIBUTIVE WORK

MEP Safe-off - <u>\$6,500</u>
Temporary Power - <u>\$1,000</u>
Trash Chute / Window Removal / Replacement - <u>\$5,500</u>
Street cleaning - <u>\$3,740</u>
Daily Clean-up - <u>\$10,609</u>
Temporary Weatherproof HVAC Curbs - <u>\$1,100</u>
Temporary Fence - <u>\$2,500</u>
LEED Silver / Documentation - <u>\$30,000</u>

MANAGEMENT HOURLY LABOR RATES

Project Executive / Precon Manager - <u>\$100/hr</u>
Project Manager - <u>\$90/hr</u>
Project Superintendent - <u>\$80/hr</u>
Project Engineer - <u>\$60/hr</u>
Project Engineer (LEED Coordinator) - <u>\$50/hr</u>

OVERHEAD AND PROFIT – 3.9% or \$189,958 (based on \$4,870,715 construction cost)

LIABILITY INSURANCE– 1% or \$4,870 (Based on DesCor not holding subcontracts)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 5-2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT
CONTRACT WITH LP CONSULTING ENGINEERS INC. FOR CONSTRUCTION
ADMINISTRATION AND COMMISSIONING SERVICES FOR THE NEW RANCHO
CORDOVA POLICE STATION PROJECT**

WHEREAS, On August 20, 2010 the City Manager executed an agreement with LP Consulting (Contract No. 113-2010) to provide mechanical and plumbing design engineering services for the new Rancho Cordova Police Station in an amount of \$92,100; and

WHEREAS, the City has received a revised scope of work and cost estimate for specific services which would exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contracted amount to \$117,750; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 113-2010-1 with LP Consulting Engineers in the amount of \$117,750 for construction Administration and LEED Commissioning services for the new Rancho Cordova Police Station located at 2897 Kilgore Road and 2880 Gold Tailings as further described in **Exhibit 1A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
LP CONSULTING ENGINEERS, INC.**

This First Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and LP Consulting Engineers, Inc. ("Consultant") as of January 18, 2011. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated August 10, 2010 for the purpose of providing mechanical, electrical, and plumbing engineering services for the new Rancho Cordova Police Station Project; and

WHEREAS, this Amendment will add Construction Administration and LEED Fundamentals Cx Commissioning Services to the original CSA, and

WHEREAS, the Parties agree that changes to the term and services provided for in the CSA are necessary in order for the City to continue receiving services by Consultant.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed \$92,100. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed \$117,750, notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall be added to and supplement the CSA's **Exhibit A**.
3. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Sean Pourvakil, President/CEO

Date:_____

Date:_____

Attest:

Mindy Cuppy, CMC, City Clerk

Date:_____

Approved as to Form:

Adam Lindgren, City Attorney

Date:_____



LP Consulting Engineers, Inc.

August 10, 2010

Cyrus Abhar
 Director of public works
 City of Rancho Cordova
 Public Works Department
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 916-851-8905

Subject: Rancho Cordova Police Station, two-story (2897 Kilgore), and Automotive Repairs/Warehouse, one-story (2880 Gold Tailings)_**Construction Admin/Commissioning**

Dear Mr. Abhar:

We are pleased to submit to you for your consideration the following services.

The existing 2897 Kilgore, two-story building is approximately twenty years old. The City expects to completely renovate the interior to meet the needs of the Police Department. The existing core stairways, elevators, restrooms and electrical rooms are expected to remain. The City expects to submit for LEED Silver for the remodeled space.(30,000 SF)

The existing 2880 Gold Tailings, one-story building is an office-warehouse. The rehab of this building is expected to be relatively minor to allow minor automotive work and car washing to occur in one or more of the warehouse bays.(12,000 SF)

1.0 Construction Administration:

- Answer questions during bidding phase.
- Issue addenda as may be required under the original design scope.
- Two (2) reviews of the above system submittals are included; additional review will be billed at hourly rates with prior written approval.
- Up to (1) site visit and report.
- Answer RFIs, and construction questions.
- Review of change order costs initiated by others will be billed hourly, on prior approval.

2.0 LEED Fundamental Cx Commissioning services:

- Preparation of commissioning specifications.
- Review owner's Project Requirements (OPR) and Basic of Design (OBD).
- Preparation of commissioning plan.
- Preparation of pre-functional test report.
- Documentation of test results and reports.
- Summary report.
- Preparation of paperwork for required LEED "pre-requisite commissioning"

Client agrees to compensate consultant for such services as follows:

Construction Phase.....\$25,650

Construction Phase	MP	Electrical	Fire Sprinkler	Commissioning
	\$3,600	\$3300	\$750	\$18,000

Insurance Coverage:

- a. General Liability: \$2,000,000 per claim, \$4,000,000 aggregate.
- b. Professional Liability: \$2,000,000 per claim, \$2,000,000 annual aggregate.
- c. Automobile Liability: \$1,000,000 per claim,
- d. Workers Compensation: \$1,000,000 per accident

Use of Documents:

- a. The use of Cad files by the Owner or Contractor is prohibited without written authorization and suitable compensation to LP Consulting Engineers.

Terms of Payment:

- a. Billings will be made monthly based on percentage of completion and are to be paid within 30 days of the statement date.
- b. Payment for services rendered is due and payable within thirty (30) calendar days of the date of invoice. Amounts unpaid sixty (60) days past invoice date are charged interest at the rate of one-and-one-half (1.5) percent per month.

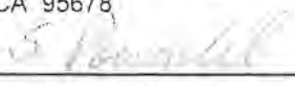
ACCEPTANCE:

If the terms of this letter agreement meet with your approval, please sign, date and return the original, or a copy with original signature, of this agreement.

If you have any questions, please contact this office at 916-771-0778.

Engineer

LP Consulting Engineers, Inc.
1075 Creekside Ridge Dr. STE 175
Roseville, CA 95678

By: 
Sean Pourvakil, PE, LEED AP

Title: President/CEO

Date: 8-9-10

License No.: M32311

Client

City Of Rancho Cordova, Public works

By: _____
Cyrus Abhar

Title: Director of Public works

Date: _____

CITY OF RANCHO CORDOVA

RESOLUTION NO. 6-2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT WITH
CALPO HOM & DONG ARCHITECTS, INC. FOR ARCHITECTUAL DESIGN
SERVICES FOR THE NEW RANCHO CORDOVA POLICE STATION PROJECT**

WHEREAS, On December 7, 2009 the City Manager executed an agreement with Calpo Hom & Dong Architects (150-2009) to provide architectural design services for the new Rancho Cordova Police Station in an amount of \$119,350; and

WHEREAS, the City has received a revised scope of work and cost estimate which would exceed the existing contract maximum; and

WHEREAS, the City wishes to extend the contracted amount to \$178,912 and extend the term of the contract to December 31, 2011; and

WHEREAS, those services will exceed the maximum amount that the City Manager has the authorization to approve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 150-2009-1 with Calpo Hom & Dong Architects, Inc. in the amount of \$178,912 for architectural design services and contract administration for the new Rancho Cordova Police Station located at 2897 Kilgore Road and 2880 Gold Tailings as further described in **Exhibit 1A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
CALPO HOM & DONG ARCHITECTS, INC.**

This First Amendment to the Agreement for Consultant Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Calpo Hom & Dong Architects, Inc. ("Consultant") as of January 18, 2011. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consultant Services Agreement ("CSA") dated December 7, 2009 for the purpose of providing architectural design services for the new Rancho Cordova Police Station Project; and

WHEREAS, this Amendment will cover additional design and construction administration services; and

WHEREAS, the Parties agree that changes to the term and services provided for in the CSA are necessary in order for the City to continue receiving services by Consultant; and

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the CSA from July 1, 2011 to December 31, 2011. The first sentence of Section 1.1 of the CSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2011, and Consultant shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the CSA, "Compensation," provides for the City to pay Consultant a sum not to exceed \$119,300. The Parties agree to amend Section 2 of the CSA in order to increase the compensation amount to pay Consultant for additional services. The first sentence of Section 2 of the CSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed \$178,912, notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as Exhibit A, shall be added to and supplement the CSA's Exhibit A.

4. All other terms and conditions in the CSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

CONSULTANT

Ted A. Gaebler, City Manager

Alan Hom, President

Date: _____

Date: _____

Attest:

Mindy Cuppy, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

12 December 2010

Mr. Brit Snipes
Special Projects Manager
City of Rancho Cordova – Police Headquarters
2729 Prospect Park Drive
Rancho Cordova, CA 95670



**Re: Rancho Cordova Interim Police Station & Support Building
Request for Supplemental Architectural Services
Rancho Cordova, California
CH&D Job No.09322.00**

Dear Brit:

Thank you for allowing Calpo Hom & Dong Architects, Inc. (CH&D) to be part of your project team for this assignment.

We are in the process of revising and completing our construction documents for the aforementioned project and will be resubmitting for back check shortly.

During the course of the design process the scope of the improvements have evolved into the project that it is today in which various changes requested by the tenant have increased.

Please find herewith our proposed Supplemental Services Scope of Services and Fee reflecting the changes in the program requirements. The project has evolved from an initial estimated budget of \$4.0 million to a current in-progress budget number of approximately \$5.1 million.

1) Project Description:

Renovation of an existing two story office building of approximately 30,000 sf into a new police headquarters / administration building and a single story support building of approximately 12,000 sf.

The current project needs require additional site work for barrier free access resolutions as well as interior restroom barrier free access requirements per an independent survey.

2) Scope of Supplemental Services:

CH&D was requested to provide the following:

- a. Provide Project Specifications.
- b. Complete exterior site design for both building sites to resolve barrier free access solutions required per city of Rancho Cordova provided survey.
- c. Revise the space plan and construction documents to address the updated space plan and updated program requirements.
- d. Interior design services selecting finishes, complete special millwork elevations, & new restrooms.
- e. Assist with modular furniture and Police specific FF&E (lockers, gun racks, etc.) bidding.
- f. Complete Design for new carport & entry canopy.
- g. Proposed car wash
- h. Relocation of existing trash enclosure for the Gold Tailing building to accommodate for new connecting drive way with the main building on Kilgore and providing a new trash enclosure for the Kilgore building.
- i. Complete site security design, including fencing, vehicle gates, personnel gates, card readers, and all related details for these items.
- j. Coordination of Communication tower and related infrastructure.
- k. Coordination of relocation of existing carport.

Mr. Brit Snipes
 Special Projects Manager
City of Rancho Cordova – Police Headquarters
Re: Rancho Cordova Interim Police Station & Support Building
Request for Supplemental Architectural Services

12 December 2010

3) Supplemental Services Fee Request:

Fifty Nine Thousand Two Hundred Seventeen Dollars (\$59,217.00) inclusive of reimbursable expenses.

4) Summary of Fees:

Contracted to Date:	\$119,300.00
This Supplemental Services request	\$ 59,217.00
New Contract Amount	\$178,517.00

5) Hourly Rates:**

Alan C. Hom, AIA	President	\$175.00/hr.
Karl Chan	Principal-In-Charge	\$170.00/hr.
Loangle Newsome, AIA	Principal Architect	\$170.00/hr.
Eric Amber	Architect	\$135.00/hr.
Wendy Okimura	Job Captain	\$115.00/hr.
Staff	Interior Designer	\$ 85.00/hr.
John Petrucelli, AIA, CDT	Specifications QC/QA	\$150.00/hr.

** Yearly updates to hourly rates increases are subject to annual yearly good faith negotiations.

Brit, again thank you for the city of Rancho Cordova's preliminary authorizations to engage supplemental services with this opportunity to validate and formalize Calpo Hom & Dong Architects, Inc.'s supplemental services scope of work and fee.

As always, should you have any questions or comments, please do not hesitate to call.

Sincerely:

Calpo Hom & Dong Architects, Inc.


 Alan C. Hom, AIA
 President / C16979

c.c. Jill Haw, CH&D Associate OPS / Controller
 Loangle Newsome, AIA, CH&D Principal Architect
 Karl Chan, CH&D Principal-In-Charge of the project
 file