

Board of Trustees Agenda Item

Board Meeting Date: February 1, 2010

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$805,585

De Anza College –

- A) Noll & Tam – PAA #6-A to Master Agreement – Campus Center Phase II - \$188,350
- B) Noll & Tam – PAA #4-C to Master Agreement – Corporation Yard - \$136,190
- C) S.J. Amoroso, Inc. – Change Order #4 – S2-S6 Phase II – Utility Master Plan – Phase I - \$176,874
- D) Salas O’Brien Engineers – Revision #2 to Standard Agreement – S2-S6 Phase II – Utility master Plan – Phase I - \$21,600
- E) Forell/Elsesser Engineers, Inc. – Agreement for Design Professional Services – Learning Center - \$10,940

Foothill College –

- F) Bay Cities Pyrotecator – Independent Contractor Agreement for 5-year Wet Sprinkler Systems Certification and Deficiency Repairs – Scheduled Maintenance - \$20,491
- G) Quali-Con Enterprise, Inc. – Inspector of Record Agreement – Modernization of Administration Building and General Classrooms - \$79,200
- H) Ratcliff Architects – Revision #6 to Professional Services – Physical Sciences and Engineering Center - \$23,560
- I) WRNS – PAA #D01 – Elevator Upgrades Campus Wide - \$148,380
- J) WRNS – Revision #1 to Master Agreement – District Projects - \$0

Central Services –

None

Charles Allen, Executive Director of Facilities, Operations, and Construction Management and Tom Armstrong, Director, Bond Program Management, De Anza College recommends that Measure C consent item(s) be ratified/approved by the Board of Trustees.

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Director, Bond Program Management, Foothill College
Is backup provided?	Yes

**Project Authorization Amendment #06-A
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 2nd of February in the year Two Thousand and Ten between the District:

**Foothill - De Anza Community College District
12345 El Monte Road
Los Altos Hill, Ca 94022**

and the Architect:

**Noll & Tam Architects
729 Heinz Avenue, Suite #7
Berkeley, CA 94710**

For the following Project: MEASURE C - BOND PROJECT #766256 – CAMPUS CENTER PHASE II

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and Noll & Tam Architects, (Architect) have a fully executed Standard Form of Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Renovation of the Campus Center Phase II including the upper level bathrooms, the lower level accessible lift, the Financial Aid Suite (Rooms 117-120) and the DASB area (Rooms 126-130).

WHEREAS, the Architect, and its Design Consultants, are each duly qualified and properly licensed/registered to provide and perform the basic Services under this PAA in conjunction with the Agreement.

1. Project Authorization Assignment #6-A: Campus Center Phase II

The PAA for this project includes the following: Professional services for Programming, Schematic Design, Design Development, Construction Documents, Procurement, Construction Administration and DSA Closeout Phases for the renovation of the upper level bathrooms, the lower level accessible lift, the Financial Aid Suite (Rooms 117-120) and the DASB area (Rooms 126-130). Included are meetings with the College's designated groups to coordinate Architect's efforts with, and incorporation of comments from, all parties. Assist with Bidding. Provide Construction Administration services to respond to construction communications, observe and document construction services through the course of the project, attend weekly meetings, and provide close-out documentation for all related activities.

Scope of Services includes:

Programming:

- The Architect will conduct a minimum of two (2) scope development meetings to develop and refine the future uses of the Financial Aid Suite (Rooms 117-120) and DASB Area (Rooms 126-130).
- The Architect will review the current Construction Budget for the work and develop a preliminary cost estimate for the intended renovations.
- The Architect will provide space planning services and ETS/Facilities programming.

Schematic Design:

- The Architect will provide services for the Schematic Design Phase as defined in the Agreement. The Schematic Design Documents will consist of drawings and other documents which illustrate the principle components of the Project and the relationship of these components.
- The Architect will investigate existing conditions but does not include any destructive testing. The Architect will review past Campus Center Renovation and Expansion documents including the Measure E Campus Center Renovation Project.
- The Architect will conduct a minimum of two (2) meetings with the College's designated representatives to review and assist in development of their design.
- The Architect will present the prepared Schematic Design Documents to the Owner.
- The Architect shall provide documents for and review the comments generated by the user review. The Architect will respond to each comment and incorporate comments approved by the District for inclusion in the Project.
- The Architect will provide an updated estimate at the completion of the programming phase.
- The Architect will not formally present the Schematic Design Documents to the Board of Trustees as part of this agreement.

Design Development:

- The Architect will provide services for the Design Development Phase as defined in their Agreement.
- The Architect will conduct a minimum of one (1) scope review meeting to confirm the scope with the stakeholders and Owner's representatives.
- The Architect shall conduct at least one (1) page turn review / work session for the Construction Design Documents with the College's designated design team representatives. The Architect shall document review comments and proposed value engineering measures and shall respond to each item, indicating the proposed disposition. The Architect shall identify those items that may have unintended effects on the Project design.
- The Architect shall prepare and present a detailed Construction Estimate for 100% completed Design Development documents.
- The Architect will provide value engineering suggestions and provide feedback on value engineering suggestions provided by the stakeholders. A value engineering workshop is not included.

Construction Design Documents:

- The Architect shall provide Construction Design documents services as set forth in the Agreement, with additional information noted below.
- The Architect shall prepare all construction drawings including all details and specifications in order for the District to seek competitive bids from qualified general contractors. The Construction Budget is \$1,114,223.

- The Architect shall conduct at least one (1) page turn review work session for the Construction Design documents with the College's designated design team representatives. The Architect shall document review comments and proposed value engineering measures and shall respond to each item, indicating the proposed disposition. The Architect shall identify those items that may have unintended effects on the Project design.
- The Architect will conduct a minimum of two (2) meetings to review the project scope and progress. The stakeholders may choose to hold an additional page turn review meeting in lieu of a scope review meeting.
- The Architect shall prepare and present a detailed Construction Estimate for 50% Construction Design documents and a detailed Construction Estimate following the receipt of DSA approved documents.
- The Architect shall coordinate with the District so that the final Construction Design documents' costs conform to the construction budget and suggest alternative materials, systems, and/or solutions to improve the value and/or reduce the cost to meet that budget.
- The Architect shall file documents and obtain approval from the Division of the State Architect (DSA) for the Project.
- The Architect shall prepare a document itemizing all District review comments, constructability review comments, governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the Bid Documents.
- A presentation to the Board of Trustees at the completion of the Construction Design document phase is not included.

Bidding:

- The Architect shall provide Bidding Phase of services, as set forth in the Agreement, to assist the District in the award of the Construction Contract for the Project.

Construction Administration:

- The Architect shall provide Construction Administration services as set forth in the Agreement, with additional information noted below.
- The Architect will participate in a project kick-off meeting to review the administration of the construction contract with the Contractor and their sub-contractors prior to commencement of construction activities.
- The Architect and their consultants shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Design documents. The Submittals will be managed through Prolog's Web-based Project Management System.
- The Architect and their consultants will respond to Requests for Information (RFI) with appropriate technical answers and/or clarifications as required to maintain construction progress. The RFIs will be managed through Prolog's Web-based Project Management System.
- The Architect shall visit the construction site and attend weekly on-site meetings to become familiar with the progress and quality of the Work and to determine if the work is being performed in accordance with the Contract Documents.
- The Architect will review and comment on Applications for Payment issued by the Contractor. The Architect will review, comment on, and sign all Change Orders issued by the Contractor.
- Architect and their consultants shall generate one (1) punch list of Work requiring correction, replacement, removal, or other action necessary to comply and conform to the Contract Documents. The Architect and their consultants will verify that the items are completed by Contractor and are acceptable based on one (1) punch list verification inspection.

Project Closeout:

- The Architect will review and approve that the project is substantially complete and supply the AIA G704 Certificate of Substantial Completion. The Architect shall assist with the closeout of the construction phase within 90 days of Substantial Completion of the Project, as defined by the agreement.
- The Architect shall be responsible for coordinating and obtaining DSA Closeout with Certification by responding to and obtaining all DSA approvals, verifying the construction is Complete, and submitting all required DSA documentation.
- The Architect and their consultants will conduct an 11-month Post-Construction Warranty Walk and report back their findings and recommendations to the District.

2. Consultant Compensation:

The Project Authorization Assignment Contract Price for Professional Services is an hourly NOT-TO-EXCEED price of One Hundred and Eighty-Eight Thousand Three Hundred and Fifty Dollars and No Cents (\$188,350.00).

Schedule of Values (includes reimbursable):

Preliminary Design / Programming	\$ 23,520
Schematic Design	\$ 19,080
Design Development	\$ 36,230
Construction Documents	\$ 54,620
Procurement	\$ 7,450
Construction Administration	\$ 39,300
DSA Closeout	\$ 2,100
<u>Special Consultants</u>	<u>\$ 6,050</u>
Total:	\$188,350

3. Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.

<u>Phase</u>	<u>Schedule</u>
Preliminary Design / Programming	02/02/2010 - 03/26/2010
Schematic Design	03/29/2010 - 04/30/2010
Design Development	05/03/2010 - 06/14/2010
Construction Documents	06/22/2010 - 08/03/2010
DSA Review and Approval	08/03/2010 - 11/03/2010
Procurement	11/03/2010 - 02/02/2011
Construction Administration	02/02/2011 - 05/04/2011
Project Closeout	05/04/2011 - 08/17/2011

4. Invoicing Requirements.

Remit all invoices to the following address:

Gilbane/MAAS Accounting
De Anza Community College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

All invoices should include the following information:

- Measure C
- Project Number and Name: 766-256 CAMPUS CENTER PHASE II
- Purchase Order Number
- All items billed against Schedule of Values, with percent of completion and earned values
- Invoices shall be by campus and submitted in duplicate to accommodate accounting structure at both campuses

5. Insurance Requirements per the Master Agreement.

- All insurance requirements are applicable per the Master Agreement.
- Additionally Insured:
 - The following entities shall be named additionally insured per the Master Agreement:

Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

Dated: _____

“DISTRICT”
Foothill-De Anza Community College District

By: _____
Charles Allen,
*Executive Director of Facilities, Operations,
and Construction Management*

“ARCHITECT”
Noll & Tam Architects

By: _____
Chris Noll
Principal

**Project Authorization Amendment #4-C
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 2nd of February in the year Two Thousand & Ten between the District:

**Foothill - De Anza Community College District
12345 El Monte Road
Los Altos Hill, Ca 94022**

and the Architect:

**Noll & Tam Architects
729 Heinz Avenue, Suite #7
Berkeley, CA 94710**

*For the following Project: **MEASURE C - BOND PROJECT #766214 – CORPORATION YARD; COMPLETE CONSTRUCTION DESIGN DOCUMENTS, BIDDING, CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT PHASES***

WHEREAS, in connection with the design, bidding and construction of the Measure C Bond Program, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and Noll & Tam Architects, (Architect) have a fully executed Standard Form of Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Convert existing Print Shop to Facilities Building. Minor reconfiguration of interior, roof replacement, extensive re-programming of Corporation Yard including storage & protection to vehicles and photovoltaic system.

WHEREAS, the Architect and its Design Consultants, are each duly qualified and properly licensed/registered to provide and perform the Basic Services under this PAA in conjunction with the Agreement.

1. Project Authorization Amendment #4-C: Corporation Yard; Construction Design Documents, Bidding, Construction Administration and Closeout Phases

The PAA for this project includes the following: Develop all Construction Design Documents for the Project based on the outcome of the professional services performed under PAA #4-B and meetings with the College's designated groups to coordinate Architect's efforts with, and incorporation of comments from, all parties. Assist with Bidding. Provide Construction Administration services to respond to construction communications, observe and document construction techniques through the course of the project, attend weekly meetings, and provide close-out documentation for all related activities.

Scope of Services includes:

Construction Design Documents:

- The Architect shall provide Construction Design Documents Phase of services as set forth in the Agreement, with additional information noted below.
- The Architect shall prepare all construction drawings including all details and specifications in order for the District to seek competitive bids from qualified general contractors. The Construction Budget is \$1,796,725.00.
- The Architect shall coordinate with the College Grounds Supervisor regarding landscape requirements.
- The Architect shall coordinate with the other professionals the District may employ for related work and/or adjacent projects.
- The Architect shall conduct page turn review work sessions with the College's designated design team for 50% and 90% completed Construction Design Documents. The Architect shall document review comments and proposed value engineering measures and shall respond to each item, indicating the proposed disposition. The Architect shall identify those items that may have unintended effects on the Project design.
- The Architect shall prepare and present detailed Construction Estimates for 50% and 90% completed Construction Design Documents.
- The Architect shall cooperate with the District so that the final Construction Design Documents cost conforms to the construction budget and suggest alternative materials, systems, and/or solutions to improve the value and/or reduce the cost. The Architect's participation in the value engineering may require additional meetings.
- The Architect shall file documents and obtain approval from the Division of the State Architect (DSA) for the Project.
- The Architect shall prepare a document itemizing all District review comments, constructability review comments, governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the Bid Documents.

Bidding:

- The Architect shall provide Bidding Phase of services, as set forth in the Agreement, to assist the District in the award of the Construction Contract for the Project.

Construction Administration:

- The Architect shall provide Construction Administration services as set forth in the Agreement, with additional information noted below.
- The Architect will participate in a project kick off meeting to review the administration of the Construction Contract with the Contractor and their sub-contractors prior to commencement of construction activities.
- The Architect and their consultants shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Documents. The Submittals will be managed through Prolog's Web-based Project Management System.

- The Architect and their consultants will respond to Requests for Information (RFI) with appropriate technical answers and/or clarifications as required to maintain construction progress. The RFIs will be managed through Prolog's Web-based Project Management System.
- The Architect shall visit the construction site and attend weekly on-site meetings to become familiar with the progress and quality of the Work and to determine if the work is being performed in accordance with the Contract Documents.
- The Architect will review and comment on Applications for Payment issued by the Contractor.
- Architect and their consultants shall generate a punch list of Work requiring correction, replacement, removal or other action necessary to comply and conform to the Contract Documents. The Architect and their consultants will verify that the items are completed by Contractor and are acceptable.

Project Closeout

- The Architect shall assist with the closeout of the construction phase within 90 days of Substantial Completion of the Project, as defined by the agreement.
- The Architect shall be responsible for coordinating and obtaining DSA Closeout with Certification by responding to and obtaining DSA approvals, verifying the construction is 100% Complete, and submitting all required DSA documentation.
- The Architect and their consultants will conduct an 11-month Post Construction Warranty Walk and report back their findings and recommendations to the District.

2. Consultant Compensation:

The Project Authorization Amendment Contract Price for Professional Services is an hourly NOT-TO-EXCEED price of One Hundred Thirty-six Thousand One Hundred Ninety dollars (\$136,190), includes reimbursable expenses.

Estimated Costs for Basic Services:

Phase	Estimated Fee
Construction Design Documents	\$67,620
Bidding	\$7,080
Construction Administration	\$38,440
Closeout	\$2,700
Total Estimated Fee for Basic Services	\$115,840

Estimated Costs for Added Services:

Task	Estimated Fee
Acoustical Consultant (Allowance)	\$1,650
Electrical Engineering for Photovoltaic System	\$8,800
Structural Engineering for Photovoltaic System (DSA Deferred Approval)	\$4,950
Commissioning Coordination (Alfa Tech)	\$4,950
Total Estimated Fee for Added Services	\$20,350

3. Basic Services Completion Schedule:

Construction Design Documents Phase

Start: January 19, 2010

Complete: August 18, 2010

Bidding Phase

Start: August 19, 2010

Complete: November 17, 2010

Construction Administration Phase

Start: November 18, 2010

Complete: September 21, 2011

Project Closeout Phase

Start: July 22, 2011

Complete: June 20, 2012

Dated: _____

"DISTRICT"

Foothill-De Anza Community College District

By: _____

Charles Allen,
*Executive Director of Facilities, Operations,
and Construction Management*

"ARCHITECT"

Noll & Tam Architects

By: _____

Chris Noll
Principal

241 Phase II - S-2 and S-6 Central PlantDe Anza College, 21250 Stevens Creek Blvd., Cupertino,
CA 95014**Project # 241**

Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS**Date: 1/19/2010****To Contractor:**S.J. Amoroso Construction Co., Inc.
390 Bridge Parkway
Redwood Shores, CA 94065**DSA Number****Project #**

SOBE # 08238

Contract Date:

7/10/2009

Contract Number: FHDA PO# MC100380**Change Order Number: 004****The Contract is hereby revised by the following items:**

Change Order # 4

PCO	Description	Amount
006	Additional Requirements from SCCFD for temporary facilities for power generators - Architect Directed	\$51,668
031	RFI # 94 - Remove or Grout 12" RCP Pipe Beneath Cooling Tower Slab - Unforeseen Field Condition	\$2,000
037	RFI 69&70 Power to TX-8 and TX-8A - Architect Directive	\$8,128
043	PR 2 Additional Conduits and Pull Boxes at L7 for Power/Generator - Owner Directive	\$24,763
046	RFI 112 Unforeseen Void at Utilidor Next to Bldg S1 - Unforeseen Field Condition	\$649
052	RFI 110 Raise Floor Drain at Cooling Tower Pit of S6 - Architect Directive	\$6,254
053	RFI 118 Add Rebar at CT Pad - Architect Directive	\$1,003
057	RFI 119 Raise MH 7 to match AC - Unforeseen Field Condition	\$877
059	RFI 127 Infill Framing at Building S6 - Architect Directive	\$2,424
061	RFI 130 Replace 6x6 Post at S2 - Unforeseen Field Condition	\$2,326
063	PR 12 Campus Closure During Power Outage #2 - Owner Directive	\$29,658
065	Revise Milestone No. 2 Completion - Owner Directive	\$47,124

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$145,108
The Contract Value prior to this Prime Contract Change Order was.....	\$9,542,108
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$176,874
The new Contract Value including this Prime Contract Change Order will be.....	\$9,718,982
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/26/2010

The Contract documents are hereby amended to include the additional work described above. The contractor will furnish all labor, material and supervision to complete the work above. The contractor agrees to release the Owner from all additional costs, cost overruns, delay damages, whether known or unknown that arise out of this change order.

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College
District**ARCHITECT**305 South 11th Street
San Jose, CA 95112**CONTRACTOR**390 Bridge Parkway
Redwood Shores, CA 94065**OWNER**12345 El Monte Road
Los Altos Hills, CA 94022**Address**

By Keith Rootsart

Address

By Cleveland, Mike

Address

By Charles Allen

SIGNATURE**DATE**

1-14-10

SIGNATURE**DATE**

1/15/10

SIGNATURE**DATE**

1 - Prime Contract Change Order

No Notes - Long Version (Original)

College Approval

By: Letha Jeanpierre

Signature

Date:

SGA

Letha Jeanpierre
1/19/10

Revision 02 to Standard Form of Agreement, dated September 9, 2008, between
Foothill-De Anza Community College District and Salas O'Brien Engineers for
Measure C Project 241.

REVISION DATE: February 1, 2010

SCOPE OF WORK:

Provide additional services as follows:

1. Provide engineering and design detailing the necessary campus access plan at driveway entrances, including signage. Provide one (1) 30" x 42" drawing to depict the access plan. This effort is based on direction from FHDA and the SCCFD. \$ 3,200
2. Provide design for removal and replacement of electrical service feeders from Administration Building to physical plant S-2. Provide one (1) 30" x 42" drawing detailing the necessary work. \$ 5,000
3. Provide an updated temporary generator plan to include reduction in required loads (based on first shutdown lessons learned) and additional loads to support operations (sump pumps, site lighting, PBX rooms, registration at Student & Community Services, etc.) \$ 5,000
4. Design temporary heating for the buildings affected by the hydronic system shutdown as required by FHDA. This will include either electric or hydronic heating based on direction from FHDA and will be sequenced to coordinate with the on-going construction in the area. \$ 8,400

Total: \$ 21,600

COMPENSATION:

Original contract value:	\$646,786
Net change in contract value from previous revisions:	\$ 119,967
Contract value prior to this revision:	\$ 766,753
Net change in contract value due to this revision:	<u>\$ 21,600</u>
New contract value including this revision:	\$ 788,353

All other contract terms to remain in place per the Standard Form of Agreement listed above.
Revision #2 agreed to by:

OWNER

Signature

Charles Allen
Executive Director of Facilities, Operations, and Construction Management
Foothill-De Anza Community College District

CONSULTANT

Signature

Carl Salas
Salas O'Brien Engineers

Foothill-DeAnza Community College District

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)**

This agreement shall be used for professional services when the scope of services includes *pre-design, programming, special and conceptual studies, planning, and assessment work*. Pursuant to Civil Code section 2782.8 a design professional is defined as an architect, landscape architect, engineer, or land surveyor.

This Agreement entered this 2nd day of February, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and _____ hereinafter called "Design Professional."

WITNESSETH

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that a Design Professional be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 10,940.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from February 2, 2010 through June 30, 2010 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill-DeAnza Community College District

6. Design Professional's Indemnity of District. To the fullest extent permitted by law, except to the extent caused in whole or in part by indemnitee, the Design Professional shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Design Professional's or the Design Professional's Design Consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of any in-place work during or after Project Completion; or (c) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Design Professional or Consultant of the Design Professional. The foregoing shall include without limitation, attorneys fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Design Professional requiring cooperation with the public agency regarding any claim by a construction Design Professional.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Section 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Design Professional.

Design Professional Reimbursement of the District's Attorneys Fees and Indemnity Payment. The Design Professional shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. The insurance company shall be required to agree to a rough approximation of potential liability of the Design Professional, and agree to reimburse the District for its defense fees incurred in proportion to that approximation. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Design Professional shall within 30 days reimburse the District for all settlement monies paid. Should the Design Professional and/or its insurance company fail or refuse to proportionally reimburse the District for: (a) its attorneys fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.

Design Professional Bound to Arbitration by Other Claims. In the event of any claim, arbitration demand filed on behalf of the prime Design Professional or any Design Professional sub-consultants in which design deficiencies or errors, or Design Professional contract administration deficiencies are alleged as a basis for said claim, Design Professional agrees to participate as a party in any such arbitration or state court litigation, and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.

District's Indemnity of Design Professional. The District shall indemnify and hold harmless the Design Professional, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

7. Insurance. If applicable, insurance requirements are attached as Exhibit "I."

8. Non-Discrimination.

A. General. No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

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PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill-DeAnza Community College District

B. Employment. Design Professional shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Design Professional's personnel policies shall be made available to District upon request.

9. **Substitutions:** If particular people are identified in Exhibit "A" as working on this contract, the Design Professional will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. **Sole Property of the District:** Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by Design Professional in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years, provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is still in effect, and the cost of the terms combined will not exceed (a) \$350,000.00.

12. **Expenditure Of Public Funds.** Design Professional agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. **Confidentiality.** In performing its duties hereunder the Design Professional may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232(g). The parties agree that such incidental access is not a provision or conveyance or disclosure to Design Professional of student record information in violation of section 1232(g) or of any similar state law. Design Professional agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

*****Page 3 of 6

PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date

Print Name

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Board approval is required prior to commencement of services if total cost exceeds \$20,000.00.)

*****Page 4 of 6

PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Forell / Elsesser Engineers, Inc.,
_____, hereinafter called "Design Professional".

- I. Detailed description of services to be performed and work product to be delivered to District by Design Professional: (reference and attach additional pages, if necessary)

Consultant will complete a Tier 1 Evaluation of the De Anza Learning Center and Learning Center West per the requirements set forth in ASCE-31. This includes but is not limited to:

- *Initial meeting & site walk
- *The review of all available drawings and documentation from the original construction of both buildings and conduct all necessary site inspections.
- *The preparation of check-lists, calculations, and reports (draft report for owner review, and final report).
- *Review meetings with the District.
- *Participation in one Board presentation, if required.

- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

Lump Sum fees of \$10,440

Reimbursable Expenses Allowance of \$500

Total Fees: \$10,940

In any event, the total payment for services of Design Professional shall not exceed \$ 10,940.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2 010.

*****Page 5 of 6

PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.

Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.

*****Page 6 of 6

PROJECT # Measure C Project 216 Learning Center CONTRACTOR Forell / Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ASCE 31: Tier 1 Evaluation

Foothill - De Anza Community College District

INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☐ Foothill College ☒ District Office ☐ District PO No: _____

This Agreement entered into this 25th day of November, 2009 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$76,700 or more. If sealed bids are required, this form of agreement cannot be used;
- C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost that exceeds \$20,000, it is not valid and services shall not commence unless and until the Board of Trustees grants approval. **Do not use this form for public project contracts of \$15,000 or more.**

1. CONTRACTOR INFORMATION:

Contractor's Name Bay Cities Pyrotecator
Address 1435 Park Avenue City Emeryville Zip 94608
Business Phone 510.450.7760 Fax No 510.450.7764 Home _____
Social Security Number _____ *Fed. Tax I.D. Number 94-3370100
Business License Number _____ *CONTRACTOR MUST PROVIDE W-9

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date last worked _____

If yes, specify last work location _____

Work Assignment _____

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) _____

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$76,700) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

Provided a Request For Proposal/Request For Qualifications (RFP/RFQ) to other Contractors and posted RFP/RFQ on Bid Net.

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation if possible):

The contractor shall provide 5 year certification of the wet sprinkler systems for 5 years at Foothill College in accordance with the requirements of California Health and Safety Code, NFPA 25 and Title 19. All work performed shall be in accordance to NFPA, California State and Santa Clara County Fire Department requirements and is guaranteed, insured and done by licensed personnel.

The contractor shall provide services that includes, but not be limited to, providing and replacing damaged, corroded and/or painted sprinkler heads, adjustment and relocation of sprinkler heads, installation of spare head box with (6) ea. Sprinkler heads and wrench, drain and refill of sprinkler system as needed for the repair, provide and replacement of missing fire sprinkler trim, provide and install seismic bracing, certify the wet sprinkler systems indicated on Exhibit "A" and other work as described in the 5 Year Sprinkler Test Report prepared by Bay Cities Pyrotecator dated 08.27.09.

Refer to Exhibit "A" for more information of services to be performed and work product to be delivered to the District by the Contractor.

B. Contractor Fee for Services: \$ 20,491.00

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.)

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above:
\$ _____

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 20,491.00
INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date November 25, 2009 Contract Ending Date April 30, 2010

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

One lump sum of \$20,491.00

6. STANDARD TERMS AND CONDITIONS:

A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.

B. Confidentiality: In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

C. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage. Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance when applicable, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance. Contractor shall not commence work under this Agreement until required insurance has been obtained.

D. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 3 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.

E. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract

F. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.

G. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlstr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.

H. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.

I. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.

J. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees.

[Required prior to commencement of services if the total cost exceeds \$20,000.]

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor agrees to further the interests of the District by furnishing the Contractor's skill and judgment in cooperation with, and in reliance upon, the services of the District's staff. Acting as an independent contractor, the Contractor agrees to provide the District with construction services for the District's Measure C Bond Program as describe herein.

○ **LOCATIONS**

Construction services shall be provided at Foothill College campus.

○ **BUILDING LOCATIONS FOR 5 YEAR CERTIFICATION**

All buildings and services listed below are included for the 5 year certification cost.

- | | | |
|-------------------------|--------------|--------------|
| • Bldg. 1000 | • Bldg. 2920 | • Bldg. 5400 |
| • Bldg. 1100 | • Bldg. 3000 | • Bldg. 5500 |
| • Bldg. 1200 | • Bldg. 3100 | • Bldg. 5600 |
| • Bldg. 1400 | • Bldg. 3200 | • Bldg. 5800 |
| • Bldg. 1500 | • Bldg. 3300 | • Bldg. 6000 |
| • Bldg. 1600 | • Bldg. 3400 | • Bldg. 6100 |
| • Bldg. 1700 | • Bldg. 3500 | • Bldg. 6300 |
| • Bldg. 1800 | • Bldg. 3600 | • Bldg. 6400 |
| • Bldg. 1900 | • Bldg. 4000 | • Bldg. 6500 |
| • Bldg. 2500 | • Bldg. 4100 | • Bldg. 6600 |
| • Bldg. 2600 (2 Risers) | • Bldg. 4200 | • Bldg. 6700 |
| • Bldg. 2602 | • Bldg. 4300 | • Bldg. D120 |
| • Bldg. 2700 | • Bldg. 5100 | • Bldg. D160 |
| • Bldg. 2800 | • Bldg. 5200 | • Bldg. D190 |
| • Bldg. 2900 | • Bldg. 5300 | • Bldg. D200 |

○ **DISTRICT'S POINT OF CONTACT**

The District's designated representative, the Program Manager, will be the point of contact for each project.

○ **CONSTRUCTION SCHEDULE**

The construction shall commence on December 14, 2009 and end January 8, 2010. All work shall be scheduled and agreed upon between the Contractor and the Program Manager.

• **CONTRACTOR WORK SCHEDULE**

A daily work schedule shall be submitted to the Program Manager prior to the commencement of the work. The work schedule shall outline the type of work to be executed and anticipated work completion dates.

• **NOISE CONTROL**

Activities that create disruption to nearby classrooms shall be scheduled with the Program Manager in order to mitigate any disturbance to students or faculty activities. Construction noise shall not be present before 7:30 a.m. Delivery trucks should not be on campus and idling motors waiting to make deliveries prior to 7:30 a.m. All work that requires triggering of Fire Alarms shall be scheduled during the Foothill College Winter Recess. The Winter Recess is December 14, 2009 to January 1, 2010.

- **WORK EXTENSION FOR FOOTHILL COLLEGE SPRING BREAK 2010**
If Deficiency Repairs are not completed in accordance with the above mentioned scope of services, the contractor shall remain in contract and continue the deficiency repairs during the Foothill College Spring Break at no added cost from the District. The Spring Break is March 29, 2010 to April 2, 2010.

- **EIR COMPLIANCE**
The Environmental Impact Report and its associated Mitigation Monitoring and Reporting Program (MMRP) prepared for Foothill College's Measure C projects shall apply to this project. The Report and the Mitigation Measures are available at the Program Manager's office for review.

- **DAILY WORK COMPLETION**
All building wet sprinkler systems shall function as required by the National Fire Protection Agency, California State and Santa Clara County Fire Department at the end of the daily work day. Buildings with wet sprinkler systems that do not function at the end of the daily work shall require a "fire watch" by a competent person at the Contractors expense until the system operates correctly.

- **CALIFORNIA STATE FIRE MARSHAL, TITLE 19 REPORT**
The contractor shall provide a written report of all maintenance and service tests conducted during the 5 year certification process. The report shall include the California State Fire Marshal, Title 19 work report indicating that all testing and inspections required are completed for the buildings listed above. Three (3) reports shall be submitted to the Project Manager at the end of the 5 year certification process.

- **UTILITY SHUTDOWN REQUEST**
The contractor shall schedule building locations of inspection with the Project Manager on a daily basis. All buildings that will be inspected shall have a Utility Shutdown Request. Utility Shutdown Request shall be submitted to the Program Manager 72 hours prior to construction. Refer to Exhibit "B" for the Utility Shutdown Request Form.

- **COORDINATION WITH OTHER PROJECTS AND CONTRACTORS**
There may be other contractor's working adjacent to this project during construction. The contractor shall coordinate work with these contractors for utility connections, access to work, joint review and mutually agree on their respective Construction Schedule. Contact information will be provided as needed.

The District reserves the right to employ other Consultants in connection with the Project, or to perform work related to the Project with District's own forces. The Contractor shall notify the District if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.

- **INVOICING REQUIREMENTS**
Remit all invoices to the following address:

Gilbane/MAAS Accounting
Foothill Community College
12345 El Monte Rd.
Los Altos Hills, CA 95014

All invoices should include the following information:

- Measure C
- Project Number and Name: 100 – SCHEDULED MAINTENANCE PROJECT
- All items billed against Schedule of Values, with percent of completion.
- Backup billing data
- Purchase Order Number

○ **INSURANCE REQUIREMENTS**

- All insurance requirements are applicable per Section 6. C.
- Additionally Insured:
 - The following entities shall be named additionally insured per Section 6. C.

**Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022**

**Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903**

**MAAS Companies, Inc
59857 Cascadel Dr.
North Fork, CA 93643**

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 30th day of December, 2009, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, Inc. hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage independent contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ \$79,200.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from January 12, 2009 through January 11, 2011 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. **Insurance.** If applicable, insurance requirements are attached as Exhibit "I."

8. **Non-Discrimination.**

A. **General.** No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B. **Employment.** Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to District upon request.

9. **Substitutions:** If particular people are identified in Exhibit "A" as working on this contract the Contractor will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. **Sole Property of the District:** Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$76,700.00 for routine maintenance, or other services not described in (a).

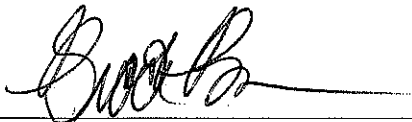
12. **Expenditure Of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. **Confidentiality.** In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third

Foothill-DeAnza Community College District

person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.



Authorized Contractor Signature

1/4/2010
Date

QUALI-CON ENT. INC.

Contractor's Company Name

94-2360731

Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Approval is required prior to commencement of services if total cost exceeds \$20,000.00 for professional services or the applicable bid threshold stated in Public Contract Code 20651 for other services.)

Exhibit A
**Modernization of Administration Building
and General Classrooms**

I. Description of Services

The Inspector's services shall include, but not be limited to, providing Division of the State Architect (DSA) quality assurance inspection services, as requested by the District, for the Modernization of Administration Building and General Classrooms construction project at Foothill College to ensure that the work is in compliance with DSA-approved project plans and specification as well as codes, regulations and quality control required of public schools in the State of California.

- 1.1.1 Perform the duties required of the DSA Project Inspector as required by Title 24, Part 1 as summarized in DSA IR-8.
- 1.1.2 Issue correction and stop work notices and notify the Architect, the District and its Construction Manager in writing if work does not conform to contract documents, including plans and specifications. If the Contractor fails to immediately correct the deviation, send copies of such notices to DSA.
- 1.1.3 Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
- 1.1.4 Maintain liaison with District, Architect, Construction Manager, Testing Lab, Asbestos & Lead-Based Paint Abatement Monitor as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
- 1.1.5 Keep a file of approved contract documents on the Project site at all times, including all reports of test and inspections required by the construction documents, and shall immediately return any unapproved contract documents to the Architect.
- 1.1.6 The inspector shall at all times have immediate access to codes and regulations referred to in the construction documents.
- 1.1.7 Organize and maintain a complete system of construction records including, but not limited to:
 1. Log book and/or inspection reports
 2. Correspondence file
 3. Change order file
 4. Shop drawing and sample submittal file
 5. Test and inspection file
 6. DSA reports
 7. Daily Reports
 8. Monthly Reports
- 1.1.8 Submit, on a daily basis, an activity report to the Architect, District and Construction Manager, including the following information:

1. Activities performed by the Contractors, and areas where work is performed.
 2. Manpower assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed.
 7. Inspection by representatives of regulatory agencies.
 8. List visitors to the site, titles, and reasons for visit.
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 10. Verbal communication and clarifications of the work given to the Contractor.
 11. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 12. Record any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 13. Record start and completion dates for various portions of the work as well as substantial and final completions of the work.
- 1.1.9 Notwithstanding anything express or implied to the contrary, Inspector shall comply with all federal, state, county, and local government requirements.
 - 1.1.10 Review and monitor Contractor's construction methods and procedures during all construction activities.
 - 1.1.11 Attend all meetings as required by contract documents and/or requested by District and/or its Architect, and/or its Construction Manager, including but not limited to: pre-construction, pre-installation, specification review, schedule review, coordination, weekly progress, payment review, substantial completion, punch list preparation, and final inspection walk-throughs.
 - 1.1.12 Schedule all special Inspections and testing as required by the contract documents and also maintain all necessary backup information for processing invoice billings related to special inspections and tests of the project. Observe and record dates and times of all test procedures and results.
 - 1.1.13 Maintain a record of all observed construction and of all inspections and tests, in a format acceptable to the Architect, District and to DSA. All records shall be kept on site until completion of the project, and then shall be transmitted to the appropriate parties.
 - 1.1.14 Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur immediately and within 24 hours of Contractor's delivery to the job site.

- 1.1.15 Submit to the Architect and Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued.
- 1.1.16 Copies of inspection and observation results shall be sent to the District's Bond Director, the District's Construction Manager, the Architect, and to DSA as required by that agency. Copies may be required by other authorities having jurisdiction, such as the local fire department or environmental control districts.
- 1.1.17 Copies of reports sent to DSA shall be sent by the Inspector to the District, the District's Construction Manager, the contractor and the Architect.
- 1.1.18 Work with the District, District's Construction Manager, general contractor, subcontractors, and manufacturer's representatives as part of a Commissioning Team, according to all sections of the specifications that require testing, documentation and acceptance of all installed and working equipment.
- 1.1.19 Review and approve the Contractor's Payment Requests at payment review meetings.
- 1.1.20 When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
- 1.1.21 Conduct final inspections, in coordination with the District's Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.
- 1.1.22 At completion of project, deliver a copy of all inspection records and project correspondence to the District.
- 1.1.23 Prior to commencement of work, review the approved construction documents and shall provide the District's Construction Manager with a list of anticipated inspections required by applicable codes
- 1.1.24 Submit final verified reports to DSA in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal inspection of the construction work in all stages of its progress at the site.
- 1.1.25 The Inspector shall NOT:
 1. Perform duties prohibited by DSA IR A-8
 2. Authorize deviation from the construction documents.
 3. Interfere with the work of the contractor or the District's Construction Manager.
 4. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
 5. Coordinate activities of the District, District's Construction Manager, College or contractor.
- 1.1.26 The Inspector shall not be responsible or liable for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the project.

1.2 DISTRICT'S POINT OF CONTACT

The District's designated representative, the Construction Manager, will be the point of contact for each project.

- 1.3 The District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District's own forces. The Inspector shall notify the District if any such independent action will in any way compromise the Inspector's responsibilities under this Agreement.

II. Amount and Method of Payment:

Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.

- 2.1 Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.

- 2.2 The District will pay the Inspector for services at the following rates:

Class 1 Inspector: \$90 per hour

Administrative Assistant: \$45 per hour

- 2.3 Remit payment applications to:

Susan Moore

Gilbane/MAAS

c/o Foothill College

12345 El Monte Road

Los Altos Hills, CA 94022

- 2.4 In any event, the total payment for services of contractor shall not exceed \$79,200.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of Agreement

The length of this Agreement shall commence on the date specified in the first paragraph of this contract, and shall continue until January 11, 2011. The Agreement may be extended for an additional length of time as agreed upon by both parties.

End of Exhibit A

Exhibit "I" Insurance Requirements

Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.

Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ____.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.

Ratcliff Architects – Revision #06

Revision #06 to the Standard Form of Agreement (G877560) dated April 8, 2008 between Foothill-De Anza Community College District and Ratcliff Architects.

REVISION DATE: December 15, 2009

SCOPE OF SERVICES:

Includes additional fees for providing the design, coordination, documentation, and construction administration of the new acoustical screen (SK-2) for fume hood exhaust located at the Lab Wing mechanical well.

The acoustical screen structural support and connections to the super structure will be designed to accommodate acoustical screens (SK-2) and (SK-3) as outlined in a memo dated November 19, 2009 by SFMI.

MODIFICATIONS TO AGREEMENT

The Agreement dated April 8, 2008 is modified by this Revision as listed below:

1. Change Article 11.1 – Fee Breakdown by Phase to the following:

BASIC SERVICES	Authorized by Revision #06
Schematic Design	\$0
LEED Documentation	
Design Development	\$0
Architectural Review	\$ 0
Construction Documents	\$ 23,560
DSA Process & Review	\$ 0
Bidding	\$ 0
Construction Administration	\$ 0
Post-Construction Phase & DSA Closeout	\$ 0
A. Total Basic Compensation Authorized	\$0 Lump Sum
REIMBURSABLE EXPENSES	
B. Not included in Basic Services	\$0
OPTIONAL ADDITIONAL SERVICES	
Lab Consultant	\$ 0
Additional meetings SFMI	\$ 0
Loop Road Modification and Signal Relocation	\$ 0
Utility Design for the soccer and softball field	\$ 0
Incorporate new aerial and topographic into the Civil Base Drawings:	\$0
Historical Architect Consultant	\$0
Furniture & Equipment Design	
Estimating reconciliation DD Phase	\$0
Pedestrian Bridge Schematic Design	\$0
Loop Road Concept Design	\$0

Enhanced Commissioning \$0
C. Total Optional Add'l Svcs Authorized \$0 Hourly (NTE)

TOTAL FEES AUTHORIZED
BY THIS AGREEMENT (A+B+C) \$ 23,560 NTE

COMPENSATION SUMMARY:

Contract value prior to this revision:	\$ 5,637,429
Net change in contract value due to this revision:	<u>23,560</u>
New contract value including this revision:	\$ 5,660,989

If the lowest bona fide Bid Proposal for this assigned project exceeds the Project Construction Budget, and if the District elects to approve an increase in the Project Construction Budget, there shall be no adjustment to the Architect's Contract Price. All other contract terms to remain in place per the standard form of agreement referenced above.

Amendment agreed to by:

DISTRICT

Signature

Date

Charles Allen

Executive Director of Facilities, Operations, and Construction Management
Foothill-De Anza Community College District

ARCHITECT

Signature

Date

**Project Authorization Amendment FD01
Between Foothill-De Anza Community College District
and WRNS Studio, LLP**

AMENDMENT made as of the 2nd day of February in the year Two Thousand & Ten between the District:

**Foothill - De Anza Community College District
12345 El Monte Road
Los Altos Hill, CA. 94022**

and the Consultant:

**WRNS Studio, LLP
501 Second Street, Suite 402
San Francisco Ca. 94022**

For the following Project: MEASURE C - BOND PROJECT # 252/100F ELEVATOR UPGRADES CAMPUS WIDE.

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and WRNS Studio, LLP (Consultant) have a fully executed Master Form of Agreement, dated October 7, 2008 and Revision #1 to the same Agreement dated February 2, 2010 between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Elevator Upgrades at De Anza College and Foothill College

WHEREAS, the Consultants are duly qualified and properly licensed/registered to provide and perform the Basic Services under this PAA in conjunction with the Agreement.

1. Project Authorization Amendment PAA FD01

The PAA for this project includes the following: Provide investigation of elevators, preparation of design documents, DSA approval, bid phase services, construction administration and close out phase services for the upgrades and modernization of designated elevators at the Foothill and De Anza College Campuses. The Designated elevators include: Foothill Pool Elevator, De Anza Pool Elevator, De Anza Baldwin Winery Freight Elevator, and Campus Center Elevator.

Scope of Work:

Upgrade requirements have been identified by Lerch Bates through two elevator audit reports, which include: De Anza Community College Elevator Audit Report dated, October 10, 2008; and Foothill Community College Elevator Audit Report, dated September 16, 2009. All recommended upgrades in the Lerch Bates reports are included as scope of work.

Additional scope of work has been identified during site walks with the Consultant to identify additional issues with the elevators and machine rooms. The additional scope of work is identified by elevator below:

Foothill Campus:**Foothill Pool Elevator**

- Fire alarm, emergency phones, ventilation, ADA signal fixtures, ADA/Title 24 accessibility requirements, and electrical upgrades required by codes and regulations
- Infrared door detectors and emergency battery lowering
- Re-routing of non-elevator related utilities in machine room to conform to codes and regulations
- Evaluate condition and fitness of hydraulic jacks to determine likelihood of leaks and potential for replacement being required
- Other requirements as identified in the preliminary assessment design phase

De Anza Campus:**Baldwin Winery Freight Elevator (Old Book Store in Lerch Bates Audit Report)**

- Complete replacement of freight elevator
- Re-routing or concealing of non-elevator related utilities in machine room to conform to codes and regulations
- Repair to existing pavement around the elevator
- Investigate structural soundness of the elevator hoist way and other structural issues related to replacement of the elevator
- Other requirements as identified in the preliminary assessment design phase

De Anza Pool Elevator

- Demolition of existing machine room and provide new machine room located near the elevator hoist way. Include re-routing of power and hydraulic distribution systems.
- Fire alarm, emergency phones, ventilation, ADA/Title 24 accessibility requirements, and electrical upgrades required by codes and regulations
- Infrared door detectors and emergency battery lowering
- Other requirements as identified in the preliminary assessment design phase

De Anza Campus Center

- Fire alarm, emergency phones, ventilation, ADA signal fixtures, ADA/Title 24 accessibility requirements, and electrical upgrades required by codes and regulations
- Infrared door detectors and emergency battery lowering
- Re-routing or concealing of non-elevator related utilities in machine room to conform to codes and regulations
- Evaluate condition and fitness of hydraulic jacks to determine likelihood of leaks and potential for replacement being required
- Other requirements as identified in the preliminary assessment design phase

Design Services**Design - General Requirements:**

This project shall be design to budget as follows:

- Foothill College Construction Budget - \$ 127,400
- De Anza College Construction Budget - \$ 478,200 with the following clarifications
 - Elevator priorities are 1) Baldwin Winery Freight Elevator, 2) Pool Elevator, and 3) Campus Center Elevator. If the construction estimate is greater than the above construction budget, the Bid Documents shall include a deductive alternate for the last priority; Campus Center Elevator
 - Lerch-Bates construction estimate was modified for the Baldwin Winery Freight Elevator to \$125,000, subsequent to publication of the De Anza Audit Report

Design services per the Master Agreement, with clarifications as follows:

- Attend a design kickoff meeting

- Collaborate with Program Manager on project schedule including, design phase and construction phase to minimize impact to College operations, and coordination of front ends and technical specifications to remove redundancies
- Provide technical specifications per 2004 CSI Master Format
- Provide technical specifications that instruct the successful bidder to demolish equipment, components, and dispose of hydraulic fluid in accordance with all codes and regulations

Design - Design Phase exceptions to the Master Agreement shall include the following:

- **The Pre-Design/Assessment phase:**
 - Provide an initial assessment of the scope of work after investigation of requirements
 - Provide definition of materials, equipment, and conceptual layouts
 - Provide construction estimate and reconciliation of scope and budget
 - Provide six (6) sets of the Pre-Design/Assessment stage drawings to the District for design review
 - Provide written response to District's review comments, actions taken or not taken and reason for actions
- **Schematic and Design Development phases** shall be combined into one phase referred to herein after as the "SD/DD" phase:
 - Identify all components required to complete the elevator modernizations per the Master Agreement criteria for SD/DD requirements
 - Provide detailed construction cost estimate which incorporates and accounts for all the components identified in the drawings and technical specifications
 - Provide construction estimate and reconciliation of scope and budget
 - Provide six (6) sets of the SD/DD drawings to the district for review
 - Provide written response to District's review comments, actions taken or not taken and reason for actions
- **100% Construction Document phase:**
 - Provide six (6) sets of drawings and specifications for 100% CD Review, and two (2) sets of bid phase documents, and one complete set of electronic files on disk, Adobe Acrobat (pdf) and AutoCAD drawings.
 - Provide construction estimate and reconcile scope to budget
 - Provide written response to District's review comments, actions taken or not taken and reason for actions.
 - All agency with jurisdiction approvals required to complete the project, including DSA

Bid Phase Services

Bid phase services per the Master Agreement and includes but is not limited to:

- Attend pre-bid meeting and bid walk with prospective bidders and answer questions that arise in regards to the scope of work and the construction documents
- Provide clarifications and responses to bidder's questions during Bid Phase
- Provide addenda to contract documents during Bid Phase

Construction Administration Services

Construction Administration services per the Master Agreement and includes but is not limited to:

- Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that arise
- Provide construction submittal register for all required submittals
- Review construction submittals for compliance with the contract documents. In the event the contractor supplies inadequate submittals, consultant will continue to request revised submittals from the contractor until submittals adequately meet the intended design
- Reply to Requests for Information (RFI's) with appropriate technical answers

- Meet weekly with the contractor and designated Foothill De Anza CCD representatives to review progress
- Review and approve Schedule of Values and Applications for Payment issued by the contractor
- Provide direction to the contractor to resolve field conditions in an expeditious manner
- Review project for approval of substantial completions and supply AIA G704 Certificate of Substantial Completion
- Provide a punch-list for correction of non-compliant construction items
- Assist with project closeout documents and requirements
- After completion of the project, consultant shall provide a list of preventive maintenance items for follow up by District maintenance personnel

2. **Consultant Compensation:**

The Project Authorization Amendment PAA FD01 Contract Price for the Consultant Services shall be based upon the following:

LUMP SUM CONTRACT PRICE

*The Contract Price for the Consultant Services is a lump sum of One hundred forty-eight thousand three hundred eighty dollars; **\$148,380***

Schedule of Values (includes reimbursable):

Preliminary Design and Assessment:	\$ 6,320
Schematic Design/Design Development	\$ 45,500
100% Construction Documents	\$ 45,500
DSA Review and Approval	\$ 8,500
Bid Phase	\$ 5,000
Construction Administration	\$ 30,000
Closeout Phase	\$ 7,560
Total:	\$148,380

Schedule of Values Distribution by Campus (includes reimbursables)

<u>Phase</u>	<u>De Anza</u>	<u>Foothill</u>	<u>Total</u>
Preliminary Design	\$ 5,310	\$ 1,010	\$ 6,320
Schematic Design	\$ 38,220	\$ 7,280	\$ 45,500
100% CD Design	\$ 38,220	\$ 7,280	\$ 45,500
DSA Review/Approval	\$ 7,380	\$ 1,120	\$ 8,500
Bid Phase	\$ 4,200	\$ 800	\$ 5,000
Construction Administration	\$ 25,200	\$ 4,800	\$ 30,000
Close Out Phase	\$ 6,350	\$ 1,210	\$ 7,560
Totals:	\$124,880	\$23,500	\$148,380

3. **Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.**

<u>Phase</u>	<u>Schedule</u>
Preliminary Design and Assessment	02/10/2010 - 03/09/2010
Schematic Design/Design Development	03/09/2010 - 04/13/2010
100% Construction Documents	04/13/2010 - 06/16/2010
DSA Review and Approval	06/16/2010 - 12/01/2010
Bid Phase	12/02/2010 - 03/02/2011
Construction Administration	03/03/2011 - 09/12/2011
Closeout Phase	09/13/2011 - 12/20/2011

4. Invoicing Requirements.

Remit all invoices to the following address:

Gilbane/MAAS Accounting
De Anza Community College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

All invoices should include the following information:

- Measure C
- Project Number and Name: 252/100F ELEVATOR UPGRADES CAMPUS WIDE
- Purchase Order Number
- All items billed against Schedule of Values, with percent of completion and earned values
- Invoices shall be by campus and submitted in duplicate to accommodate accounting structure at both campuses

5. Insurance Requirements per the Master Agreement.

- All insurance requirements are applicable per the Master Agreement.
- Additionally Insured:
 - The following entities shall be named additionally insured per the Master Agreement:

Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643


DISTRICT

Foothill – De Anza Community College District

CONSULTANT

WRNS Studio, LLP

By: _____
Charles Allen,
Executive Director of Facilities, Operations, and
Construction Management

By:  **WRIGHT**
John Ruffo, Partner
SHERMAN
FOR JOHN RUFFO

Dated: _____

Dated: 1.15.10

**Revision #1 to the Standard Form of Master Agreement Between
The Foothill-De Anza Community College District
and
WRNS Studio, LLP**

AGREEMENT made as of February 2nd in the year Two Thousand Ten between the District:

Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hill, Ca 94022

and the Architect:

WRNS Studio, LLP
San Francisco, CA

**For the following work: *Measure C Campus-Wide Projects at
Foothill-De Anza Community College District***

Paragraph two of the cover page on the original Master Agreement dated October 7, 2008 is amended to allow design services for the De Anza College Campus:

Paragraph two of the cover page:

WHEREAS, the District has identified Projects (the "Project") to be designed, bid and constructed at the District's Foothill College Campus. From time to time, the District will authorize the Architect to commence with basic Services or Additional Services, as included in this Standard Form of Master Agreement, for an identified Project by issuing an amendment to this Agreement for the identified Project by issuing a Project Authorization Amendment (PAA) mutually acceptable to the District and the Architect.

is replaced with the following paragraph:

WHEREAS, the District has identified Projects (the "Project") to be designed, bid and constructed at the District's Foothill College Campus and De Anza College Campus. From time to time, the District will authorize the Architect to commence with basic Services or Additional Services, as included in this Standard Form of Master Agreement, for an identified Project by issuing an amendment to this Agreement for the identified Project by issuing a Project Authorization Amendment (PAA) mutually acceptable to the District and the Architect.

This Agreement entered into as of the day and year first written above.

"DISTRICT"

Foothill-De Anza Community College District

Charles Allen

*Executive Director of Facilities, Operations, and
Construction Management*

FOOTHILL DE ANZA CCD
ARCHITECT AGREEMENT – WRNS Studio, LLP

"ARCHITECT"

WRNS Studio, LLP

John Ruffo
Partner

*For WRIGHT SHERMAN
JOHN RUFFO*

February 2, 2010
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