

Board of Trustees Agenda Item

Board Meeting Date:

June 6, 2011

Title of Item: De Anza College, Advanced Technology Center (ATC), Noll & Tam PAA 5B

Background and Analysis:

Project Authorization Amendment (PAA) 5B to Noll & Tam Architect's Standard Form of Agreement includes complete design services for the ATC including the balance of Schematic Design, Design Development, and Construction Documents, assistance with the Procurement process, Construction Administration during the course of construction and Closeout with the Division of the State Architect (DSA).

The amount of this PAA -5B is \$949,908.

Funding is included in the project budget.

Recommendation: Charles Allen, Executive Director of Facilities, Operations and Construction Management recommends that the Board approve Prime Contract Change Order #1 for Project #261, Mediated Learning Center, De Anza College.

Submitted by:	Charles Allen
Additional contact names:	Letha Jeanpierre, Donna Jones Dulin, and Tom Armstrong
Is backup provided?	Yes

**Project Authorization Amendment #5-B
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 7th day of June in the year Two Thousand & Eleven 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 # 245 – ADVANCED TECHNOLOGY CENTER (ATC)

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:

Modernization of ATC including minor architectural, electrical, fire sprinkler, plumbing, and elevator revisions, new roofing and major HVAC and telecom upgrades.

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 #5-B: ATC

The PAA for this project includes the following: Professional services for completion of Schematic Design /Design Development, Construction Drawings, Bidding, Construction Administration and Closeout Phases for the renovation of the ATC. 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 scheduled meetings, and provide close-out documentation for all related activities.

Scope of Services includes:

Schematic Design/Design Development:

- The Architect will provide services for the Schematic Design Phase as outlined in the Agreement. There will not be a separate delivery of the Schematic Design Documents. The services completed in the Schematic Design Phase will be reflected in the Design Development Document delivery.
- 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 Design Development 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 Estimate of Construction Costs is \$8,848,893.
- 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 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.

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 Nine Hundred and Forty-Nine Thousand Nine Hundred and Eight Dollars and No Cents (\$949,908.00).

Estimated Costs for Services:

- Schematic Design/Design Development, Construction Drawings, Bidding, Construction Administration, DSA Closeout, and 11-month Warranty Walk

Discipline	Estimated Fee
Architectural	\$ 518,620
Telecommunications/AV/Security	\$ 102,520
Elevator	\$ 10,252
Cost Estimating	\$ 45,991
Fire Sprinklers	\$ 26,400
Mechanical/Electrical/Plumbing	\$ 156,420
Structural	\$ 66,550
Roofing/Waterproofing	\$ 23,155
Total Estimated Fee	\$ 949,908

3. Basic Services Completion Schedule:

	Start Date	Completion Date
Schematic Design/Design Development	June 7, 2011	September 15, 2011
Construction Drawings	September 16, 2011	March 1, 2012
DSA Submittal/Review	March 1, 2012	August 1, 2012
Purchasing and Award	August 1, 2012	December 1, 2012
Construction	December 1, 2012	September 1, 2013
DSA Closeout	September 1, 2013	Approx. January 1, 2014

Contract completion date can be extended, at no additional cost, by mutual agreement for up to three additional six month periods.

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: 245 - ATC
- 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
18700 MacArthur Blvd
Irvine, CA 92612

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

transmittal

architects and planners

noll & tam

729 Heinz Avenue

Berkeley

CA 94710

510.649.8295

fax 510.649.3008

nollandtam.com

Date:	May 23, 2011	To:	Erin Allred, Gilbane
Project:	DeAnza ATC	From:	Merideth Marschak
Via:	Electronic	Enc:	REVISED Proposal dated May 20, 2011

Dear Erin:

We are forwarding our proposal for Schematic Design through Closeout for the ATC project. Our proposal is based upon the following timeline, which has been revised to reflect a combined Schematic Design/Design Development phase:

TIMELINE	Start	Finish	Duration
Pre-SD		5/18/2011	
SD	4/15/2011	6/15/2011	2 mo
Review	6/15/2011	6/15/2011	meeting
DD	6/7/2011	9/15/2011	3 mo
Review	8/15/2011	9/15/2011	1 mo
50% CD	9/15/2011	12/15/2011	3 mo
50% review	12/1/2011	12/15/2011	2 wks
90% CD (DSA Submittal)	12/15/2011	3/1/2012	2.5 mo
TEAM Pre-Submittal Review	2/15/2012	3/1/2012	2 wks
DSA Review	3/1/2012	9/1/2012	6 mo
IDC Review	3/1/2012	4/1/2012	1 mo
Advertise/Bid	9/1/2012	12/1/2012	3 mo
Contract Award (NTP)	12/1/2012	1/1/2013	1 mo
MLC Construction Complete		7/1/2012	
ATC Programs swing out		9/1/2012	
Construction	1/1/2013	10/1/2013	9 mo
DSA Closeout	10/1/2013	1/1/2014	3 mo

Based on the elimination of a separate Schematic Design Phase, we have been able to reduce the proposed fee.

As we discussed in our meeting on May 11, the District and College have agreed upon to overall project scope. As currently planned, the project budget is largely directed toward comprehensive building-wide infrastructure upgrades. This makes it difficult to find additional elements which can be removed from the project scope to reduce both construction cost and design fees. Listed below is a small number of items which the District might procure separately. While this would not eliminate their cost, it would potentially expedite their completion and there could be economies to the District:

ITEM	CONSTRUCTION COST	DESIGN FEE	TOTAL
Replace Terrace Waterproofing	\$54,500	ROM \$13,100	\$67,600
Exterior Painting	\$184,350	ROM \$4,500	\$188,850

Our team is ready to move forward quickly and we're delighted to see the project moving forward again.

Sincerely,

A handwritten signature in black ink, appearing to read 'Merideth Marschak', with a long horizontal flourish extending to the right.

Merideth Marschak, Principal
Noll & Tam Architects