

Board of Trustees Agenda Item

Board Meeting Date: July 11, 2011

Title of Item: Measure E Consent

Background and Analysis:

Aggregate amount for these items is \$240,124

De Anza College –

- A) Sandis – Professional Services Agreement – Combined Site Improvements – Phase 2 - \$240,124

Recommendation: Charles Allen, Executive Director of Facilities, Operations, and Construction Management, Tom Armstrong, Director, Bond Program Management, De Anza College, recommend that Measure E consent items be ratified/approved by the Board of Trustees

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Dir. Bond Program/DAC, Art Heinrich, Dir. Bond Program/FHC
Is backup provided?	Yes

Title: Professional Services Agreement

Vendor: Sandis

Agreement Date: June 28, 2011

Campus: De Anza College

Project Number: #283

Project Name: Combined Site Improvements - Phase 2

Amount: \$240,124

For: This Professional Services Agreement is for the complete design fee from design development thru construction documents and bidding for the second Phase of this project. These services include complete designs, estimates, coordination meetings, bid documents, and bid phase administration.

Action Requested: Ratification



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised June 24, 2011

Revised June 20, 2011

Revised May 19, 2011

April 21, 2011

Project No. 210098.999

Tom Armstrong
Foothill-De Anza Community College District
21250 Stevens Creek Boulevard
Cupertino, CA 95014

**RE: DE ANZA COLLEGE, CUPERTINO, CA
CSI – PHASE 2 IMPROVEMENTS**

Dear Tom,

We are pleased to submit our revised proposal to provide Engineering and Architectural Services for the above referenced project.

We propose to provide the services outlined in the below scope:

SCOPE OF WORK:

Provide design and engineering services for Phase 2 combined site improvements project. Work task for the project include the following:

50% DESIGN DEVELOPMENT

- Attend one (1) Kick off meeting.
- Prepare Design Plans.
- Prepare Specifications and assist with SWPPP Development.
- Prepare Details Plan.
- Attend three (3) client coordination meetings.
- Develop Bid Alternatives.

100% DESIGN DEVELOPMENT

- Prepare Design Plans.
- Prepare Specifications and assist with SWPPP Development.
- Prepare Details Plan.
- Prepare Engineer's Cost Estimate.
- Attend three (3) group meetings.

50% CONSTRUCTION DOCUMENTS/DSA/BID/CONSTRUCTION ADMINISTRATION

- Attend one (1) Kick off meeting.
- Prepare Design Plans.

936 E. Duane Avenue | Sunnyvale, CA 94085 | P. 408.636.0900 | F. 408.636.0999 | www.sandis.net

SUNNYVALE ROSEVILLE OAKLAND



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Foothill-De Anza Community College District

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- Prepare Details Plan.
- Attend three (3) client coordination meetings.
- Develop Bid Alternatives.

100% CONSTRUCTION DOCUMENTS

- Prepare Design Plans.
- Prepare Specifications and assist with SWPPP Development.
- Prepare Details Plan.
- Prepare Engineer's Cost Estimate.
- Prepare DSA Submittal /DSA Back check/Permit.
- Bid Support.
- Prepare Bid Documents.

Project Element Scope Includes:

- Buildings A1, A2, A3, A4, A5, A6, A7, A8, A9 and book store hydronic pipeline improvements design by Sandis.
- Priority 1 ADA Improvements not designed in Phase 1.
- Lighting upgrades in areas receiving ADA upgrades not designed in Phase 1.
- Master Plan irrigation upgrades for pathways (limited), coordinate Phase 1 and Phase 2.
- Scope is further defined and limited in the attached Subconsultant Proposal – Exhibit "C".
- Prepare Mary Avenue improvements bid documents.

Project Elements not included in scope:

- Fire lanes (other than the areas shown in Exhibit "A").
- Signage (other than ADA or relocations).
- Campus wide lighting (other than the areas shown in Exhibit "A").
- Site irrigation improvements (other than the areas shown in Exhibit "A").
- Stelling Entry.
- Bike route.
- Tear drop entry.
- Flint Center Entry improvements.
- Erosion control improvements.



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PROJECT AREA:

The Phase 2 area is as roughly, defined in the attached Exhibit "A". Landscape scope is defined in Exhibit C.

CONSULTANT'S COMPENSATION:

Consultant's compensation shall be **\$240,124 (Two Hundred Forty Thousand One Hundred Twenty Four Dollars)** per the attached Exhibit "B" (pages 1 through 6).

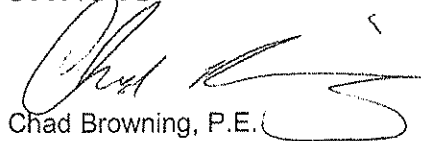
TERMS AND CONDITIONS:


- We assume that this project will be designed in one (1) phase. Should our work on this project be delayed or put on hold for a period of ninety (90) days or more, we reserve the option to negotiate a start-up fee.
- This scope does not include any Soil Engineer Reports.

Our services will be provided for the amounts listed above and will be performed under the provisions of our original Agreement with the Foothill De-Anza Community College District.

Very truly yours

SANDIS


Chad Browning, P.E.
Project Manager


Ken N. Olcott, P.E.
President

Attachment: Exhibits "A", "B", & "C"
CB/beh

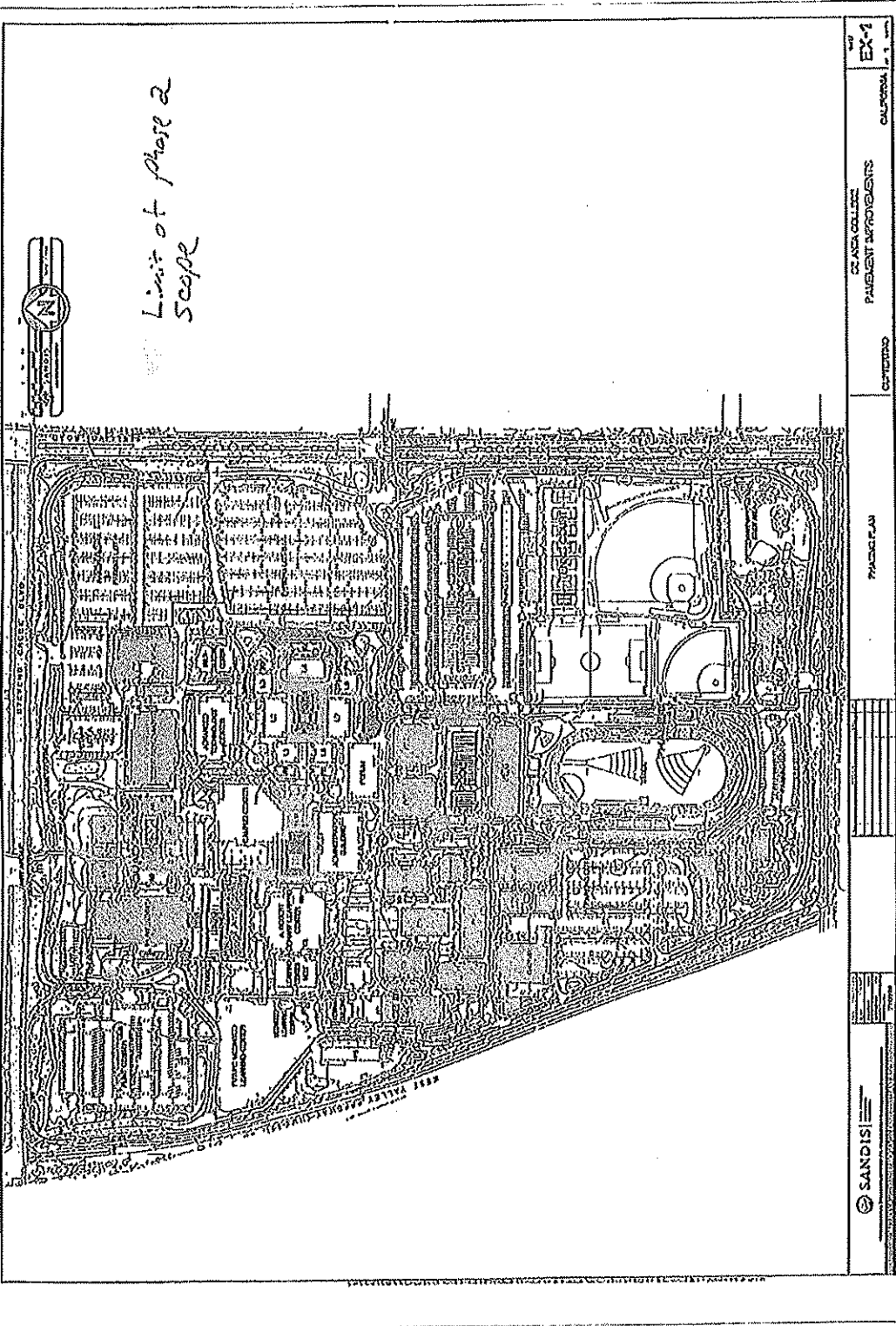


Exhibit A

Exhibit 'C'

JONI L. JANECKI
& ASSOCIATES

June 24, 2011

June 20, 2011

PROPOSAL FOR SERVICES BY THE LANDSCAPE ARCHITECT

1.0 INTRODUCTION

- A. The following document is submitted to Chad Browning, Sandis Engineers, as a proposal to provide Landscape Architectural services for De Anza College, Combined Site Improvements (CSI) – Phase 2.

2.0 GENERAL INFORMATION

- A. OWNER: Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022
Contact Name: Tom Armstrong

- B. OWNER'S REPRESENTATIVE:
Gilbane Building Company
c/o DeAnza College
21250 Stevens Creek Boulevard
Cupertino, CA 95014
(408) 864-5998 Telephone
(408) 864-5745 Fax

- A. CIVIL ENGINEER: Sandis Engineers
Representative: Chad Browning
936 E. Duane Avenue
Sunnyvale, CA 94805
(408) 636-0922 (Telephone)
cbrowning@sandis.net (Email)

- B. LANDSCAPE ARCHITECT:
Joni L. Jannecki & Associates, Inc.
515 Swift Street
Santa Cruz, CA 95060
(831) 423-6040 (Telephone)
(831) 423-6054 (Fax)
jlj@jlja.com (Email)

515 SWIFT ST. SANTA CRUZ, CA 95060

PHONE 831.423.6040 | FAX 831.423.6054

EMAIL: JLI@JLJA.COM | WWW.JLJA.COM

California Landscape Architect License 3163

C. PROJECT DESCRIPTION:

Provide landscape architectural design services for Phase 2 Combined Site Improvements (CSI) project as shown in Exhibit A. Work tasks for the project include the following:

3.0 SCOPE OF SERVICES

A. 50% DESIGN DEVELOPMENT PHASE

1. Attend one (1) Kick-off Meeting.
2. Review and comment on plans prepared by Civil and Electrical Engineers for site lighting, paving, and material selection; Civil Engineer responsible for all CAD and detailing. Suggestions may include paving improvements, tree protection and removal, irrigation master plan recommendations, curbs, walls, proposed planter and stairway improvements, aesthetic improvements to railings, and site features within the Civil Engineer's scope of work, with the intention of following recommendations in the Master Plan.
3. Prepare landscape design plans for limited areas (Mary Avenue Entrance).
4. Prepare details for planting and irrigation for Mary Avenue Entrance only.
5. Attend two (2) client coordination meetings.
6. Review and comment on Bid Alternatives prepared by Civil Engineer.

B. 100% DESIGN DEVELOPMENT PHASE

1. Review and comment on design plans prepared by Civil Engineer for paving and material selection.
2. Review and comment on lighting plans prepared by Electrical Engineer.
3. Prepare irrigation repair, replacement, and renovation plans and notes for limited areas adjacent to pathway work.
4. Prepare Specifications related to planting and irrigation.
5. Prepare details for planting and irrigation for Mary Avenue Entrance only.
6. Attend two (2) group meetings.

C. 50% CONSTRUCTION DOCUMENTS / DSA / BID / CONSTRUCTION ADMINISTRATION

1. Attend one (1) Kick-off Meeting.
2. Review and comment on design plans, details, and specifications prepared by Civil and Electrical Engineers for site lighting, paving, and material selection.

3. Prepare Specifications for planting and irrigation.
4. Prepare details for planting and irrigation.
5. Attend two (2) client coordination meetings.
6. Develop Bid Alternatives for planting and irrigation areas.

D. 100% CONSTRUCTION DOCUMENTS

1. Review and comment on design plans, details, and specifications prepared by Civil and Electrical Engineers for site lighting, paving, and material selection.
2. Prepare Specifications for planting and irrigation.
3. Prepare details for planting and irrigation.
4. Prepare DSA Submittal / DSA Back-check / Permit for planting and irrigation areas.
5. Provide limited Bid Support as related to planting and irrigation areas.
6. Prepare Bid Documents for planting and irrigation areas.

E. Project Element Scope Includes:

- Design input and review of lighting upgrades in areas receiving ADA upgrades to comply with Master Plan.
- Master Plan irrigation repair, replacement, or renovations for new pathways (limited to mainline connections, removal of backflow preventers, and identification of new controller locations and station numbers).
- Design input and review of hardscape improvements (curbs, concrete, colors, paving type, retaining wall locations and type) to comply with Master Plan. Civil Engineer shall be responsible for all hardscape detailing
- Planting design for Mary Entrance only.

F. Project Elements not Included in Scope:

- Fire lanes.
- Signage (other than ADA or relocations) by Sandis.
- Campus-wide lighting.
- Arborist recommendations (some trees taken out).
- Landscape planting beyond that noted above (e.g. Mary Avenue Entrance).
- Site furnishings.
- Historic panel, paver design, or detailing.

- Hardscape detailing, including walls, stairs, paving, pathways, and curbs.
- Raised planters and walls.
- Site irrigation improvements.
- Courtyard renovations.
- Paver upgrades.
- Stelling Entry.
- Bike route
- Tear-drop Entry.
- Colored illustrations or illustrative drawings for presentation or reproduction purposes.
- Flint Center Entry improvements.
- Courtyard design or fountain design for Administrative Plaza, L Quad, A Quad, or S Quad.
- Erosion control improvements.
- Cost estimating.
- Additional meetings or presentations beyond those listed above.

4.0 ADMINISTRATION

- A. So as not to delay the services of Landscape Architect, Engineer will designate in writing a person to act as its representative with respect to Landscape Architect's services; provide all criteria and full information as to Owner's requirements for the project; place at Landscape Architect's disposal all reasonably available information pertinent to the project and project site and any reports, data, and other information to be furnished by Owner pursuant to this Agreement; and give prompt written notice to Landscape Architect whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Landscape Architect's services. Landscape Architect will be entitled to rely upon the accuracy and completeness of all requirements, instructions, reports, data, and other information provided by or through Engineer and Owner's Representative.
- B. Prior to selecting and engaging with other consultants, the Landscape Architect will obtain approval from the Engineer. Additional consultants anticipated, but not part of this proposal, include: Arborist.

Consultants included within this contract: Irrigation Consultant:
James D. Eddy & Associates
1 Annabel Lane, Suite 102
San Ramon, CA 94583

- C. The Landscape Architect will not have any duty or authority to direct, control or supervise any contractor's work, nor will Landscape Architect have authority over or responsibility for the means, methods, sequences, or safety procedures employed by any contractor or for any contractor's failure to comply with applicable laws and requirements. If Engineer performs design services or procures separate consultants or contractors to perform design services, Landscape Architect will be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by Owner/Engineer, Owner's separate consultants or contractors and will not be responsible for the failure of any such documents and services to comply with applicable laws, regulations, or standards.
- D. The Landscape Architect and Engineer acknowledge that the Landscape Architect's scope of services does not include any services related to the presence at site of asbestos, PCB's, petroleum, hazardous substances, waste, or radioactive materials.
- E. Termination of the Agreement:
 - 1. Engineer may terminate this agreement with seven day's prior written notice to the Landscape Architect for convenience or cause. Landscape Architect may terminate this Agreement for cause with seven days' prior written notice to Engineer. Failure of Engineer to make payment when due will be cause for suspension of services or, ultimately, termination, unless and until Landscape Architect has been paid in full all amounts due.
 - 2. If this Agreement is to be terminated or the Project is abandoned in any stage of its development, the Landscape Architect will be entitled to just and equitable compensation for all services performed in the Engineer/Owner's behalf up to the time of such notification.
 - 3. Neither party will assign nor transfer its respective interests herein to a third party without written consent of the other.
 - 4. Engineer and Landscape Architect agree that they will first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
 - 5. All questions in dispute under this Agreement will first be submitted to mediation at the choice of either party in accordance with the rules of the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- F. Indemnification: Engineer and Landscape Architect each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and

expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Landscape Architect, they will be borne by each party in proportion to its negligence.

- G. **Maintenance:** Owner is responsible for maintenance of all installed items, including but not limited to site furnishings, equipment, lawns, plantings, irrigation systems, and all work designed or specified under this agreement. Maintenance will be in accordance with good industry practice and manufacturers' or suppliers' recommendations.
- H. **Scope of Services and Changes:** In the event of a material change in Landscape Architects scope of services or Landscape Architect's time or other condition for the performance of services, through no fault of Landscape Architect, the compensation due Landscape Architect and the time allowed for Landscape Architect's performance will be equitably adjusted. Any such change will be in writing.
- I. **Ownership and Use of Documents:** All documents prepared or furnished by Landscape Architect pursuant to this Agreement are instruments of Landscape Architect's professional service, and Landscape Architect will retain an ownership and property interest therein. Landscape Architect grants Owner a license to use instruments of Landscape Architect's professional service to construct, occupy, and maintain the project. Reuse or modification of such documents by Owner, with Landscape Architect's written permission, will be at Owner's sole risk and Owner/Engineer agrees to indemnify and hold Landscape Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Owner or others acting through Owner.
- J. **Permits and Approvals:** The Landscape Architect will provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of government authorities having jurisdictions over the Project and will assist Engineer in consultations with such authorities.
- K. **Schedules, Budgets, and Estimates of Cost:** Any schedules or completion dates, budgets, or estimates of cost prepared by Landscape Architect represent Landscape Architect's professional judgment based on its experience and available information. Since neither Landscape Architect nor Engineer has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding, or market conditions, Landscape Architect cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Landscape Architect or proposed, established, or approved by Engineer/Owner.
- L. **Standard of Care:** The standard of care for all professional services performed or furnished by Landscape Architect under this Agreement will be the skill and care

used by landscape architects practicing under similar circumstances at the same time and in the same locality. Landscape Architect makes no warranties, either express or implied, under this Agreement or otherwise, in connection with Landscape Architect's services.

- M. Acceptance of Proposal: The Engineer's signature of this proposal indicates acceptance of the terms and conditions and will serve as the services contract.

5.0 FEE SCHEDULE

- A. PROFESSIONAL FEES: Consultant's compensation shall be as follows and as identified on Task Matrix.

Design Development	\$18,090
<u>Construction Documents</u>	<u>\$26,025</u>
Subtotal:	\$44,115

REIMBURSABLE COSTS: Specialty consultants as pre-approved by the Owner (if required), soil testing and analysis recommendations, costs for reproduction of drawings, photo costs, photo-copying, long-distance telephone calls, postage, travel costs, and auto mileage at the current IRS rate, and permit costs and fees are not part of this proposal and are reimbursable to the Landscape Architect upon documentation, plus 15%.

Reimbursable costs	\$ 2,400
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TOTAL	\$46,515
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- B. TERMS AND CONDITIONS: We assume that this project will be designed in one (1) phase. Should our work on this project be delayed or put on hold for a period of ninety (90) days or more, we reserve the option to negotiate a start-up fee.
- C. JLJA 2011 HOURLY FEE SCHEDULE:
(Rates are subject to change on an annual basis and will be issued as an addendum to this agreement):

Principal	\$175.00/hr.
Senior Landscape Architect	\$120.00/hr.
Landscape Architect	\$110.00/hr.
Project Manager/Designer	\$ 100.00/hr.
Draftsperson	\$ 90.00/hr.
Design Assistant	\$ 80.00/hr.
Clerical	\$ 65.00/hr.

- D. INSURANCE:
Coverage amounts and limits for policies of insurance currently carried by the Landscape Architect:

Workers Compensation	(in accordance with applicable law)
Employers Liability	\$250,000
Comprehensive General Liability – Bodily Injury or Death	
Per Occurrence	\$1,500,000
Aggregate	\$2,000,000
Property Damage	
Per Occurrence	\$1,500,000
Aggregate	\$2,000,000
Automobile Liability – bodily Injury or Death	
Per Occurrence	\$500,000
Aggregate	\$500,000
Professional Liability	\$1,000,000

- E. PAYMENT: Billing will be on a monthly basis, based on percentage completed to date. Terms: Net thirty (30) days.

This proposal is valid for forty-five (45) days. Please indicate your approval of this proposal by signing on the line provided below and returning an original, signed copy to our office. Thank you.

Respectfully submitted,
JONI L. JANECKI & ASSOCIATES, INC.

Joni L. Janecki, ASLA
President

Authorized Signature:

Please sign

Date

Please print name

Attachment: Exhibit A - Task Matrix

JLJAProposal-Sandis-DEAnzaCSI-Ph2_2011-06-24_rev.doc