

Board of Trustees Agenda Item

Board Meeting Date: August 8, 2011

Title of Item: Measure C Consent

Background and Analysis:

The aggregate amount of these items is \$204,780

De Anza College –

- A) Romkon Inc. – Change Order #1 – Repair Tile Roofs – Phase III: E2-D3-ADM Buildings - \$9,569
- B) Sundt Construction, Inc. – Change Order #3 – Mediated Learning Center - \$26,009

Foothill College -

- C) HMC Architects – Revision #4 to PAA #F-HMCM-#2B – Renovation of Language Arts Classrooms/Labs/Offices - \$2,300
- D) Taber Construction – Change Order #2 – Utilities Infrastructure Upgrades Phase I - \$53,618
- E) Taber Construction – Change Order #3 – Utilities Infrastructure Upgrades Phase I - \$69,576
- F) tBP Architecture – Agreement for Services – Environmental Impact Report and Master Plan - \$78,500
- G) Verde Design – Revision #4 – Professional Services – Soccer and Softball Complex - \$9,037
- H) Zolman Construction & Development, Inc. – Change Order #8 – Renovation of Language Arts Classrooms, Buildings 6200, 6300 and 6500 – (\$43,829)

Recommendation: Executive Director of Facilities, Operations, and Construction Management Charles Allen, Director, Bond Program Management, De Anza College, Tom Armstrong, and Director, Bond Program Management, Foothill College, Art Heinrich, recommend 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

A

Title: Change Order #1
Vendor: Romkon Inc.
Agreement Date: February 28, 2011
Campus: De Anza College
Project Number: 236C
Project Name: REPAIR TILE ROOFS – PHASE III: E2-E3-ADM BUILDINGS
Amount: \$ 9,569
For: Roof drain plumbing changes including relocation of existing plumbing and an upgrade of the roof drain pipe size from 2" to 3" to provide the needed drainage flow rate. Changes to the specified temporary facility controls is because of conflicts with Project 274 Combined Site Improvements. Required changes include; relocation of fencing, staging location, and the addition of protective canopies.

The total Change Orders to date represent 0.0074% against the original contract amount. Funding for this project is available within the current project budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

236C - Roof Repairs E2-E3-Admin Buildings
De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 236C
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 7/21/2011

To Contractor:

Romkon, Inc.
1856 Pacific Ave.
San Francisco, CA 94109

Contract Date: 2/28/2011
Contract Number: MC111062
Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order #1: The total cost of this change order is \$9569.00. There shall be no extension of time for this change order.

PCO	Description	Amount
002	RFI #005 Reroute of Existing Piping - FC	\$2,155
008	RFI #004r Upsize Pipe from 2" to 3" - ADDC	\$1,344
013	Relocation of fencing & Staging areas, addition of canopy structures, and relocation of materials to new staging location. This change includes all impacts to scope, schedule, management, and logistics of work associated with the admin building. - OD	\$6,070

The original Contract Value was.....	\$1,300,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$1,300,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$9,569
The new Contract Value including this Prime Contract Change Order will be.....	\$1,309,569
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/12/2011

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.

Allana Buick & Bers, Inc.

ARCHITECT
990 Commercial Street
Palo Alto, CA 94303

Address

By MICHAEL J. JONES

SIGNATURE [Signature]

DATE 7/22/2011

Romkon, Inc.

CONTRACTOR
1856 Pacific Ave.
San Francisco, CA 94109

Address

By Roman Knop

SIGNATURE [Signature]

DATE 7/22/2011

Foothill-De Anza Community College District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

B

Title: Prime Contract Change Order #03
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 26,009

For: Prime Contract Change Order #03 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by increasing the value of the Guaranteed Maximum Price (GMP). The increase in the GMP is related to product substitution for telecom wire baskets, and is per District request in order to meet ETS requirements and is needed to provide easier future access and modifications of telecommunications cabling.

There are no changes to the project schedule. This item does not require additional funding from or to the current project budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 8/8/2011

To Contractor:

Sundt Construction, Inc.
2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

DSA Number

43-C2 110956

Project #

Ratcliff #27046.01

Contract Date:

12/17/2010

Contract Number: MC111053

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Description	Amount
036	Bulletin-30.1 - COR 012 / PCO 112 - Telecom wire basket product changes per District request.	\$26,009

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(436,966)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,545,389
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$26,009
The new Contract Value including this Prime Contract Change Order will be.....	\$34,571,398
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/15/2012

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.

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR

2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By Michael Whittaker

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Revision 4 to PAA #F-HMC-#2B
Vendor: HMC Architects
Agreement Date: August 30, 2010
Campus: Foothill College
Project Number: 110
Project Name: Renovation of Language Arts Classrooms/Labs/Offices
Amount: \$2,300
For: Additional utility investigation and condition assessment required to connect building 6200 to the central plant, as directed by the District.

The funding for this change is within the current budget.

Action Requested: Ratification

Revision #4 to PAA #F-HMC-#2B

Revision #4 to Project Authorization Amendment #F-HMC-#2B dated August 3, 2009 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 107 – Language Lab (Building 6300), 110 – LA General Classrooms (Building 6500), and 163 – LA Division Office / Classrooms (Room 6201)

AMENDMENT DATE: 9/23/09

SCOPE OF WORK:

To provide site infrastructure utility investigation and condition assessment required to complete the design, bidding, construction administration, and DSA closeout services to connect building 6200 to the central plant. This work shall include site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents including the Environmental Impact Report, and any other documentation furnished by District.

COMPENSATION:

PAA value including previous revisions:	\$ 224,700.00
Net change in contract value due to this Revision #4:	<u>\$ 2,300.00</u>
New contract value including this amendment and Reimbursables:	\$ 227,000.00

All other contract terms to remain in place per the standard form of agreement listed above.

Amendment agreed to by:

OWNER

Signature

Charles Allen
Director of Facilities, Operations, and Construction Management
Foothill-DeAnza Community College District

CONSULTANT



Signature

Lee Salin, A.I.A.
Chief Operations Officer
HMC Architects

D

Title: Change Order #2
Vendor: Taber Construction
Agreement Date: December 22, 2010
Campus: Foothill College
Project Number: 135
Project Name: Utilities Infrastructure Upgrades Phase 1
Amount: \$53,618
For: Provision of temporary air conditioning for the Forum building during construction; alteration of power switch connection and installation of additional power cable to provide power supply redundancy, as directed by the District; relocation of rain water drains at Building 5200 to accommodate new electrical pathway into building; modification of doors to accept campus-standard hardware; increase in the size of fencing posts due to conflict in design documents; and modifications to pipe supports due to design conflict.

This change plus all previously approved change orders equal to 0.35% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - Foothill with DSA Number

Date: 7/26/2011

To Contractor:

Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number

Architect's

Contract Date: 1/3/2011

Contract Number: 001

Change Order Number: 002

The Contract is hereby revised by the following items:

CHANGE ORDER #02 - AUGUST 08 2011 BOT

PCO	Description	Amount
005	[TPCO #007R2] Temporary CHW Lines for A/C at Bldgs 5000/5300	\$24,559
009	[TPCO #015R1] Bulletin #04 - PPMH 7A to Tx 2800	\$10,907
014	[TPCO #014R1] Bulletin #03 - SSW1 to Transformer 7400	\$2,100
020	[TPCO #013R1] RFI 022 - Offsets of Rain-water Leaders	\$824
021	[TPCO #009] RFI 002 Panic Hardware	\$3,627
022	[TPCO #012R1] Bulletin #02 Fencing Posts Changes - Milestone No.1 (Headings E5, E7, & E8) Substantial Completion Date of August 28, 2011 to be revised to exclude installation of Chain-link Fencing	\$11,601

The original Contract Value	\$4,616,000
Sum of changes by prior Prime Contract Change	\$(37,566)
The Contract Value prior to this Prime Contract Change Order	\$4,578,434
The Contract Value will be changed by this Prime Contract Change Order in the amount	\$63,618
The new Contract Value including this Prime Contract Change Order will	\$4,632,052
The Contract duration will be changed	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order	12/9/2011

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 Engineering

Taber Construction

Foothill-De Anza Community College
District

ARCHITECT
305 South 11th St.

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Donald C. Young

By BRET TABER

By Charles Allen

SIGNATURE Donald C. Young

SIGNATURE BRET TABER

SIGNATURE _____

DATE 7/27/11

DATE 7/27/11

DATE _____

College Approval

Signature _____

Date: _____

Title: Change Order #3
Vendor: Taber Construction
Agreement Date: December 22, 2010
Campus: Foothill College
Project Number: 135
Project Name: Utilities Infrastructure Upgrades Phase 1
Amount: \$69,576
For: Foothill College Project #135, Utility and Technology Infrastructure (Utility Infrastructure Upgrades Phase 1 project) has multiple project milestones that must be met to maintain the overall project schedule. On July 11, 2011 the Board authorized the Executive Director of Facilities Operations and Construction Management to negotiate and approve an anticipated change order to allow critical work to proceed.

The cost for a change to underground electrical lines, the addition of an interrupter vault required by PG&E, and related work will not exceed \$69,576, based upon negotiations with Taber Construction. The Board approved a negotiated cost of up to \$85,000.

The work has proceeded without change to the construction schedule. This change plus all previously approved change orders amounts to 1.86% of the base contract value.

The anticipated cost is within the budgeted contingency and project allowances.

Action Requested: Ratification

Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - Foothill with DSA Number

Date: 7/26/2011
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number
Architect's
Contract Date: 1/3/2011
Contract Number: 001
Change Order Number: 003

The Contract is hereby revised by the following items:

CHANGE ORDER #03 - AUGUST 08 2011 BOT

PCO	Description	Amount
002	Bulletin #01-R1 Relocation of MSB2 and Connection to PG&E - TPCOs #003R2 (Material Only: \$31,363), #003R1 (GC Labor & Equipment and Sub Cost at NTE \$65,213), #004R1 (-\$17,000), and #006 (-\$10,000)	\$69,576

The original Contract Value	\$4,616,000
Sum of changes by prior Prime Contract Change	\$16,052
The Contract Value prior to this Prime Contract Change Order	\$4,632,052
The Contract Value will be changed by this Prime Contract Change Order in the amount	\$69,576
The new Contract Value including this Prime Contract Change Order will	\$4,701,628
The Contract duration will be changed	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order	12/9/2011

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 Engineering

ARCHITECT
305 South 11th St.

Address

By Donald C. Yang

SIGNATURE Donald C. Yang

DATE 7/27/11

Taber Construction

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

Address

By Robert Tashin

SIGNATURE Robert Tashin

DATE 7/27/11

Foothill-De Anza Community College
District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

College Approval

Signature _____

Date: _____

Title: Agreement for Services
Vendor: tBP Architecture
Agreement Date: August 9, 2011
Campus: Foothill College
Project Number: 172
Project Name: Environmental Impact Report & Master Plan
Amount: \$78,500
For: Preparation of an update to the 2007 Facilities Master Plan, in support of Foothill College accreditation documentation and in coordination with a similar effort at De Anza College.

The funding for this agreement is within the current budget.

Action Requested: Ratification

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 9th day of August, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and tBP Architecture 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 \$ 78,500.00.
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 August 9, 2011 through August 9, 2012 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.

*****Page 1 of 6

PROJECT # 172 DESIGN FIRM tBP Architecture
BRIEF DESCRIPTION OF TYPE OF SERVICE Facilities Master Plan Update

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 Contractor.

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 # 172

DESIGN FIRM tBP Architecture

BRIEF DESCRIPTION OF TYPE OF SERVICE Facilities Master Plan Update

Agreement for Design Professional Services

Rev. 10/01/08

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.

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PROJECT # 172 DESIGN FIRM tBP Architecture
BRIEF DESCRIPTION OF TYPE OF SERVICE Facilities Master Plan Update

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date _____

Gary Frye AIA

Print Name _____

tBP Architecture

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Authorized signature and Date

Charles Allen

Title

Executive Director, Facilities Operations & Construction Mgm

Address

12345 El Monte Road, Los Altos Hills, CA

August 8, 2011

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and tBP Architecture
_____, 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)

See attached Exhibit "B"

- 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)

See attached Exhibit "B"

In any event, the total payment for services of Design Professional shall not exceed \$78,500.00 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 August 9, 2012.

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PROJECT # 172 DESIGN FIRM tBP Architecture

BRIEF DESCRIPTION OF TYPE OF SERVICE Facilities Master Plan Update

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.

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PROJECT # 172 DESIGN FIRM tBP Architecture

BRIEF DESCRIPTION OF TYPE OF SERVICE Facilities Master Plan Update

Agreement for Design Professional Services

Rev. 10/01/08

Exhibit "B" to Agreement for Services

SCOPE OF SERVICES & PAYMENT

I. General

- 1.1 The Design Professional shall provide architectural planning services for updating the Foothill College Facilities Master Plan (FMP), including the Middlefield Center.
- 1.2 The updated Master Plan shall incorporate the most recent Educational Master Plan, site improvement and utility master planning and, projects completed since the last master plan, prepared by tBP Architecture.

II. Scope of Work

- 2.1 The scope of work of this Agreement shall consist of the following phases, which will focus on the review and analysis of quantitative and qualitative educational and enrollment information, inclusion of new information and changes made since the last FMP update, development of FMP recommendations and preparation of a final draft FMP update report for review and approval. A final Foothill College Facilities Master Plan update report, including graphics, will be prepared as our deliverable to the District.

2.1.1 Educational Plan and Enrollment Review – Phase I

1. Review educational master plan, program review and enrollment information.
2. Meet with district/college/center staff to discuss facility needs identified in educational master plan and program review.
3. Develop space program for facilities planning.
4. Conduct committee meeting to review process and timeline; review educational planning space program needs; and establish facilities planning priorities.

2.1.2 Analysis and Identification of Campus Site and Building Options – Phase II

1. Update and develop existing base campus plan.
2. Visit sites and interview key personnel.
3. Analyze existing sites and facilities.
4. Identify key facility master plan issues.
5. Develop analysis graphics.
6. Develop updated campus plan options.
7. Conduct Committee Meeting to review and validate analysis; review and evaluate updated campus plan options; and identify and revise campus plan options.
8. Conduct follow-up committee meeting to review updated facility plan options and finalize options of choice.

2.1.3 Recommendations Development and Documentation – Phase III

1. Develop facilities master plan recommendations.
2. Prepare draft report.
3. Conduct committee meeting to review facility master plan recommendations and review draft report.
4. Prepare final updated facility master plan, to include review responses from College and District representatives.

III. Client Responsibilities

3.1 The District will identify a District and College “principal contact” person who will act as a liaison for coordination and scheduling with the consultant and District and College staff as may be required. The District will provide information and access to information such as FUSION, educational planning and program review documents, enrollment (WSCH, FTES and Headcount) data, WSCH by instructional program discipline and facilities CAD files as may be available.

IV. Deliverables

4.1 Deliverables from the Design Professional shall include:

1. Foothill College Updated Facilities Master Plan: Print – Twenty (20) bound copies and electronic pdf files.
2. Meeting Minutes and Handouts: Print - size and color as appropriate and electronic pdf files.
3. Presentation to Board of Trustees.

V. Payment

5.1 Payment will be made monthly in proportion of tasks completed to the satisfaction of the District.

5.2 Services shall be provided by the Design Professional for a fixed fee of \$73,500.00 plus project-related reimbursable expenses.

5.3 Reimbursable expenses will be reimbursed at a rate of 1.15 times direct cost to the Design Professional, not to exceed the amount stated below.

5.4 The total fee for the services of this Agreement shall not exceed:

Fixed fee for services:	\$73,500.00
Reimbursable expenses:	\$ 5,000.00
TOTAL	\$78,500.00

5.5 Remit payment applications to:

Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022

VI. Contract Term

- 5.1 A preliminary draft copy of the Facilities Master Plan shall be submitted to the District within 70 calendar days of Board of Trustees approval of this Agreement. The final Facilities Master Plan shall be completed within 245 calendar days after Board approval.
- 4.2 The length of this Agreement shall be 365 calendar days to allow for administrative closure of the Agreement; all invoices from the Design Professional must be submitted for payment 45 days before termination of the Agreement.

End of Exhibit A

Title: Professional Services – Revision #4
Vendor: Verde Design
Agreement Date: April 8, 2008
Campus: Foothill College
Project Number: 142
Project Name: Soccer and Softball Complex
Amount: \$9,037
For: Additional design services for installation of taller netting behind the goals on the Futsal field, structural review of dugout steel attachment and additional construction administration services as required by the phased completion schedule for the Soccer & Softball Complex project.

Action Requested: Ratification

Verde Design – Revision #04

Revision #04 to the Agreement (G877560) dated June, 2011 between Foothill-De Anza Community College District and Verde Design.

REVISION DATE: July 18, 2011

SCOPE OF SERVICES:

Scope includes design services for 12' tall netting behind the goals on the Fustal field, Structural review of dugout steel attachment, and additional meetings as required by the extended construction and phased completion schedule for the Soccer & Softball Athletic Facility Improvements.

COMPENSATION SUMMARY:

Fustal Netting Design Services:	\$	2,160.00
Meetings, Punch Walks & Lists:	\$	4,987.00
<u>Structural Review of dugout roofs:</u>	<u>\$</u>	<u>1,890.00</u>
Total Fees per Revision #4	\$	9,037.00

All other contract terms to remain in place per the standard form of agreement listed above.

Amendment agreed to by:

OWNER

Signature
Charles Allen
Director of Facilities, Operations, and Construction Management
Foothill-DeAnza Community College District

Date

CONSULTANT

Signature
Verde Design

Date

7/20/2011

Title: Change Order #8
Vendor: Zolman Construction and Development, Inc.
Agreement Date: October 18, 2010
Campus: Foothill College
Project Number: 110
Project Name: Renovation of Language Arts Classrooms, Building 6200, 6300 and 6500
Amount: (\$43,829.00)
For: The addition of three exterior air temperature sensors as requested by the District, and acceptance of a credit for Allowance #1 for security system infrastructure that was not installed.

Total project changes represent 5.26% change to the contract value.

The funding for this change is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

Detailed, Grouped by Each Number

110 LA General Classrooms
12345 El Monte Road Los Altos Hills, CA 94022

Project # 110
Tel: 650-949-6900 Fax: 650-917-1649

Date: 7/19/2011

To Contractor:
Zolman Construction and Development Inc.
565 Bragato Road
San Carlos, CA 94070

Architect's Project No:
Contract Date: 10/18/2010
Contract Number: MC110737
Change Order Number: 008

The Contract is hereby revised by the following items:

CO #8

PCO	Description	Amount
030	Provide labor and material to install 3 outside air temperature sensors at Building 6200, 6300 & 6500.	6,171
032	Credit the Allowance No. 1 (Security System Infrastructure back to the District that was included in the base bld.	(50,000)

The original Contract Value was.....	2,140,000
Sum of changes by prior Prime Contract Change Orders.....	156,430
The Contract Value prior to this Prime Contract Change Order was.....	2,296,430
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	(43,829)
The new Contract Value including this Prime Contract Change Order will be.....	2,252,601
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/17/2011

HMC Architects

ARCHITECT
1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR
565 Bragato Road
San Carlos, CA 94070

Address

By Kashanian, Mark

SIGNATURE

DATE

Foothill DeAnza Community College
District

OWNER
12345 El Monte Road
Los Altos, CA 94022

Address

By

SIGNATURE

DATE

College Approval

By:

Signature

Date: