

Board of Trustees Agenda Item

Board Meeting Date: October 3, 2011

Title of Item: Request for Approval to Award a Standard Form of Agreement Between the Foothill-De Anza Community College District & Simpson Gumpertz & Heger for Measure C Bond Project #239 - De Anza College Flint Parking Structure Restoration; Design Services.

Background and Analysis:

A Request for Proposals (RFQ) #DA-01 was legally advertised on “BidNet” by District Purchasing staff at www.govbids.com. RFQ’s were received on August 1, 2011 at 2:00 PM in the District Purchasing offices. The District received responses from seven (7) firms interested in the Flint Parking Structure Restoration Design Services.

The RFQ’s were received from:

- Wiss, Janney, Elstner Associates, Inc.
- Ratcliff Architects
- International Parking Design
- Walker Restoration Consultants
- Simpson Gumpertz & Heger
- Architecture/vbn
- Allana Buick & Bers

Copies of the responses to the Request for Qualifications from each of the firms are available for review in the Office of the Executive Director of Facilities and Operations.

The RFQ responses were distributed to the Selection committee along with a copy of the RFQ and the score sheet. The Selection Committee consisted of:

- Donna Jones Dulin, De Anza College, Associate Vice President of Finance & Educational Resources
- Tom Armstrong, FHDA, De Anza College Director of Bond Projects
- Frank Nunez, FHDA Director Facilities, Operations & Construction
- Joel Heyne, Measure C Program Mgmt., Gilbane-MAAS Sr. Project Manager
- Ella Bisconti, Measure C Program Mgmt., Gilbane-MAAS Asst. Project Manager

The Selection committee members independently evaluated and scored each respondent’s RFQ. The results were compiled and distributed to the Committee for review. The Committee discussed the results and determined that interviews were warranted with four of the seven firms. Those firms selected for interviews were:

- Walker Restoration Consultants
- Simpson Gumpertz & Heger
- Architecture/vbn
- Allana Buick & Bers

The Selection committee conducted interviews on August 24, 2011, and then immediately afterwards discussed the respective firms’ presentations and responses to questions. Based on qualifications and the outcome of the interviews, they recommend that the District engage in contract negotiations with Simpson Gumpertz & Heger for the Design Services for the De Anza College Measure C Flint Parking Garage Renovations Project #239.

Simpson Gumpertz & Heger unanimously earned the highest rating on the evaluation matrix and was identified by the Selection Committee as the best qualified firm to lead design efforts for this project. Simpson Gumpertz & Heger has experience working on over 1000 parking garages, with more than 50% being renovation projects. They also have experience in working with the District successfully. Key areas that SGH ranked highest:

- Experience with DSA for required Structural, Accessibility and Fire Life Safety
- Coordination efforts between sub-consultants, and their formal procedures to seek out, document and correct their consultants (MEP, Structural, Fire, Elevator, etc.) design coordination efforts prior to producing final bid documents
- Approach to investigations to augment or further identify already noted deficiencies that support design efforts – to assist in identifying what and where repairs are necessary and required
- Overall Presentation was coordinated, thorough, and compelling.

SGH presented a team consisting of SGH as primary lead, with Noll & Tam as Architect of Record, Glumac as Mechanical, Electrical, Data/Telecom, Plumbing, and Fire Sprinkler Consultant, Lerch Bates as Elevator Design Consultant, and BMR CM as Cost Consultant. This team presents a qualified collaboration of Consultants with known track records of successful projects.

Contract negotiations resulted in the Standard Form of Agreement for Services for the fees shown.

Contract Amount: \$51,250

Recommendation:

Charles Allen, Executive Director of Facilities, Operation and Construction Management requests that the Board approve this Standard Agreement with Simpson Gumpertz & Heger.

Submitted by:	Charles Allen
Additional contact names:	Donna Jones-Dulin, Tom Armstrong
Is backup provided?	Yes (Selected portions of the architect/engineering contract)

**Standard Form of Agreement Between
The Foothill-De Anza Community College District
& Simpson Gumpertz & Heger**

AGREEMENT made as of September 16, 2011 between the Foothill-De Anza Community College District (District)

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

and the Design Professional

***Simpson Gumpertz & Heger
The Landmark @ One Market, Ste 600
San Francisco, CA 94105***

***For the following Project: Measure C – Bond Project #766239
De Anza College – Flint Parking Structure Restoration***

WHEREAS, in connection with the design, bidding and construction of the Project, the District has retained Gilbane-MAAS ("the Program Manager") to provide services as the District's representative in connection with the design, bidding and construction of the Project.

WHEREAS, the District has identified the Project to be designed, bid and constructed at the District's De Anza College Campus; the project identified consists of Flint Parking Structure Restoration ('Project'), described as follows;

Provide architectural, engineering, and consulting services to the District that will be necessary for investigating the current existing conditions of the parking structure, designing the required repairs in accordance with all federal, state, and local building codes and regulations, obtaining Division of the State Architect, local Fire District and State of California Elevator Inspector approvals, providing construction administration during the renovations, and completing the project closeout with the various regulatory agencies.

WHEREAS, the Design Professional, and its Design Consultants, are each duly qualified and properly licensed/registered to provide and perform all Services under this Agreement.

NOW THEREFORE, the District and the Design Professional agree as follows:

ARTICLE 1 DESIGN PROFESSIONAL'S RESPONSIBILITIES

1.1 DESIGN PROFESSIONAL'S SERVICES

1.1.1 Performance of Services. The Design Professional's Services consist of all services performed by the Design Professional, Design Professional's employees and Design Consultants as

written authorization from the District or its representative. Design Professional's billings shall be in such form and format as may be reasonably requested by District, including without limitation, allocation of billings to pending Projects.

- 10.2.2 District Payments to Design Professional. Within thirty (30) days of receipt of Design Professional's billing invoices, District will make payment to Design Professional of undisputed amounts of the Contract Price due for basic Services, and authorized Additional Services. No deductions shall be made or withheld from payments due Design Professional hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for Project construction. The District may, however, withhold or deduct from amounts otherwise due Design Professional hereunder if Design Professional shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Design Professional has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting there from. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Design Professional under any billing invoice rendered by Design Professional under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Design Professional an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

ARTICLE 11 PROJECT CONTRACT PRICE & BASIS OF COMPENSATION

- 11.1 COMPENSATION FOR SERVICES. Compensation for basic Services – per Phase - shall be a fixed lump sum amount, including reimbursable expenses.

FEE BREAKDOWN:

Pre-design / Schematic	\$ 51,250
Design Phase	\$ TBD
Construction Documents	\$ TBD
Reimbursables	<u>\$ TBD</u>
Total	\$ 51,250

Costs for Services:

Structural Engineering & Building Envelope	SGH	\$29,435
Architecture	N&T	\$ 8,065
MEP/Data/Telecom/Fire Alarm	Glumac	\$ 7,750
Elevators	Lerch Bates	\$ 1,500
Cost Estimating	BMR CM	<u>\$ 4,500</u>

TOTAL \$51,250

Rate sheets for Architect and Consultants are attached.

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

"DESIGN PROFESSIONAL"

Simpson Gumpertz & Heger.

Carolyn L. Searls,
Senior Principal/Vice President

Design Professional Services Agreement
De Anza College Project No. 239 Flint Parking Structure Restoration

Attachments to this Agreement consist of the following:

Attachment "A": Schematic Design Criteria

Attachment "B": Design Development Criteria –For reference only, scope of services not included in this agreement.

Attachment "C": Construction Documents Criteria –For reference only, scope of services not included in this agreement.

Attachment "D": Project Schedule, and Schedule of Values

Attachment "E": District Construction Program Design Standards

Attachment "F": District Program High Performance Design Requirements

Attachment "G": Estimating Standards

Attachment "H": Project Program

Attachment "A": Schematic Design Criteria

Schematic Design (SD) Criteria

In the Schematic Design Phase, the District and the Design Professional respectively, shall provide those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the District. Designs will be conceptual in character and based on the requirements developed under previous phases [Pre-design, Site Analysis] and approved by the District, or on program requirements provided by the District and reviewed and agreed upon by the Design Professional. The following descriptions shall apply to those services assigned in the Schedule of Services as the responsibility of the party indicated therein.

1. **Design Professional Design/Documentation** services during the Schematic Design Phase responding to program requirements and consisting of preparation of:
 01. **Conceptual site and building plans**
 - A) Site plan should illustrate relationship between new and existing structures, traffic flow, existing and proposed topography, landscape features, roads, walks and major utility connections (typically @1 inch = 20 feet scale.)
 - B) Typical floor plans should be @1 inch = 16 feet scale.
 - C) Plans of special floors or areas @1 inch = 8 feet scale.
 - D) Roof plan @1 inch = 16 feet scale.
 02. Preliminary sections and elevations (sketch form @ 1/6" or 1/8" scale.)
 03. Preliminary selection of building systems and materials
 - A) Description of the Building envelope including wall systems, window types, glazing types.
 04. Development of approximate dimensions, areas and volumes
 05. Perspective sketch(es).
 06. Study model(s)
 07. Outline Specifications
 08. Handicap requirements
 09. Code Analysis - provide a written statement describing the methods proposed to comply with governing codes and regulations, including zoning, occupancy, life safety, fire resistance, fire protection and structural adequacy.
2. **Structural Design / Documentation** services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of design solutions for:
 01. A predetermined structural system w/design loads and criteria
 02. Alternate structural systems
3. **Mechanical Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 01. Energy source(S)
 02. Energy conservation
 03. Heating and ventilating
 04. Air conditioning
 05. Plumbing
 06. Fire protection
 07. Special mechanical systems
 08. Process systems

- 09. General space requirements
- 010. Outline Specifications
- 4. **Electrical Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
 - 01. Power service and distribution
 - 02. Lighting
 - 03. Telephones
 - 04. Fire detection and alarms
 - 05. Security systems
 - 06. Electronic communications
 - 07. Special electrical systems
 - 08. General space requirements
 - 09. Outline Specifications
- 5. **Civil Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 01. On-site utility systems
 - 02. Off-site utilities work
 - 03. Fire protection systems
 - 04. Drainage systems
 - 05. Paving
 - 06. Outline Specifications
- 6. **Landscape Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 7. **Interior Design / Documentation** services during the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for Architectural, mechanical, electrical and equipment requirements in order to establish:
 - 01. Partition locations
 - 02. Furniture and equipment layouts
 - 03. Description of finishes for typical areas, areas subject to heavy use or traffic, toilet areas, food service areas and any special finishes.

Attachment "D": Project Schedule and Schedule of Values

<u>Task</u>	<u>Schedule</u>	<u>Schedule of Values</u>
<u>Design Phase</u>		
Project start up / scope validation / programming / Analysis and Schematic Design:	10/05/11 – 12/31/11	\$51,250
Design Development Construction Documentation: 65% submittal review District review DSA submittal package DSA review estimate Bid Submittal package	TBD	TBD
Bidding:	TBD	TBD
Construction Administration:	TBD	TBD
Project Close-out:	TBD	TBD

Attachment "H": Project Program

1.0 SERVICES

- 1.1 Provide architectural, engineering, and consulting services to the District that are necessary for investigating parking structures, designing the required repairs in accordance with all federal, state, and local building codes and regulations, obtaining Division of the State Architect, local Fire District and State of California Elevator Inspector approvals, providing construction administration during the renovations, and completing the project closeout with the various regulatory agencies.

2.0 SCOPE OF WORK

- 2.1 Design Professional shall provide design and engineering services as hereinafter described for the following design program elements.

The Architectural/Engineering firms shall work with the District and the District's Program Manager to provide all necessary services to complete the Parking Structure project to the District's goals. The Architectural / Engineering firm shall team with expertise in, but not limited to: Architectural, Structural, Weatherization and Waterproofing systems, Electrical/Data/Telecom, Elevator/Mechanical Systems, and Fire Systems.

The Parking Structure projects at De Anza College Campus will entail, but will not be limited to evaluating structures and previously produced reports and proposing recommendations for rehabilitating the existing conditions of the parking structure. Some of the renovations required include:

- Concrete repair work
- Stucco and flashing repair work
- Light fixture replacements and repair or replacement of electrical conduits and conductors
- Seismic upgrades as required to address any code deficiencies
- Sealing and waterproofing work
- Roofing work
- Repainting and recoating of defined areas
- Elevator upgrades to meet current code requirements
- Fire Alarm and Fire Life Safety upgrades to meet code requirements
- Restriping parking stalls to maintain ADA compliance and path of travel markings and signage

Refer to attached scope of services provided by Simpson Gumpertz & Heger.

The projects will require phased work to keep structure partially in service during construction activities and will require close coordination with the District staff, the College and the Construction Management firm.

The Flint Parking Structure was completed in 1990. It is a post tensioned concrete structure four (4) stories high with an elevator core containing three (3) elevators and several stairways serving the facility. Elevator reports, as

well as two (2) previous investigation reports are available for review at the Program Manager's offices at the College in the Administration building

3.0 SCOPE OF SERVICES

3.1 Project Start-up / Scope Validation / Programming

- 3.1.1 Organize project kick off meeting, provide agenda and minutes, Set up and integrate CAD background with district provided data; Prepare and set the electronic base for the proposed improvements;
Coordinate with the District on project specific requirements and overall outdoor parking garage structure programming needs;
Coordinate and manage the consultant teams;
Site-specific data acquisition (district provided);
Coordination with the District in order to obtain site information, geotechnical recommendations, and current DSA accessibility site plan including as-built drawings of existing facilities/utilities;
Visit the project site and validate existing conditions;
Assess the identified existing parking structure to sufficiently examine any additional areas to satisfactorily develop a complete review of planned renovations. Those renovations will be reviewed and presented with associated costs to the District.

3.2 Concept / Schematic Design Phase:

- 3.2.1 Provide updated assessment narrative of the existing Flint Parking Structure at De Anza College for evaluation and planning;
Develop preliminary conceptual design concepts;
Attend one meeting to complete the digital design charrette with project stakeholders;
Develop a two dimensional colored concept plan, phase implementation plan, and a three dimensional color rendering with select perspectives;
Complete a project budget estimate for the concept plan;
Arrange a DSA pre-design meeting, & distribute meeting minutes;
Review and adjust design milestone schedule based on concept scope;
Attend one meeting with District and present colored concept plan, budget estimate and schedule for approval;
Based upon the mutually agreed-upon program and schedule, Design Professional shall prepare, for approval by District, Schematic Design Documents consisting of drawings, baseline specifications, and other documents illustrating the scale and relationship of the parking structure, other structures and Architectural and landscaping improvements;
Develop preliminary statement of probable costs to reflecting the Schematic design;
Facilitate a schematic design review meeting with District and College stakeholder, seeking feedback and approval to continue with Design Development. Agenda and minutes to be provided.

4.0 INVOICING REQUIRMENTS

4.1 Remit all invoices to the following address:

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

4.2 All invoices should include the following information:

- Measure C
- Project Number and Name: Project – 239 Flint Parking Structure Restoration
- All items billed against Schedule of Values, with percent of completion.
- Backup billing data
- Purchase Order Number