

Board of Trustees Agenda Item

Board Meeting Date: December 5, 2011

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is: \$223,880

De Anza College –

- A) QualiCon Enterprise, Inc. – Revision #1 to Agreement for Services – Lots A & B and Kirsch PVs - \$8,500
- B) Ratcliff Architects – Revision #12 to Agreement – Mediated Learning Center - \$64,260
- C) Sundt Construction, Inc. – Change Order #06 – Mediated Learning Center - \$29,354
- D) Valhalla Builders – Change Order #03 – Campus Center Renovation Phase II - \$7,990
- E) Verde – Revision #2 to Agreement – Stadium and Track Improvements - \$27,973

Foothill College –

- F) Ratcliff Architects – Change #13 to Agreement for Services – Physical Sciences and Engineering Center - \$10,870
- G) Taber Construction – Change Order #6 – Utilities Infrastructure Upgrades Phase I - \$17,343

Central Services -

- H) RBF Consulting - Environmental Consulting Services – Foothill College/Education Center at Onizuka Air Force Station - \$57,590

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 ratification of the Measure C consent items

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

Title: Revision #1 to Agreement for Services
Vendor: QualiCon Enterprise, Inc.
Agreement Date: May 3, 2011
Campus: De Anza
Project Number: 251C
Project Name: LOTS A & B AND KIRSCH PVS
Amount: \$8,500 - T&M, NTE
For: QualiCon will provide additional Class 1 DSA Inspector of Record services due to DSA required design changes for discovered field conditions - required structure modifications including additional columns; conflicts in scheduling field and in-plant inspections; and additional inspections required beyond the initial DSA submitted project documentation requirements.

The funding for this change is within the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No.

CHANGE NO. 1 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 1st day of November, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and QuallCon Enterprise, Inc. hereinafter called "Contractor."

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A".
3. Contract Term. This Agreement shall be in effect only as specified in the revised Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes. (indicate "none" or describe applicable changes in detail)

none

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No.

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
QualiCon Enterprise, Inc.

hereinafter called "Contractor".

- I. Detailed description of the change in services to be performed or work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

Provide additional Class 1 Inspector of Record services as required by the Division of the State Architect (DSA) and the Construction Documents for DSA Application Number 01-111923 due to DSA mandated design changes, schedule conflicts, and field change directives.

Contractor shall also provide Class 1 Inspector of Record services as required by the Division of the State Architect (DSA) and the Construction Documents for DSA Application Number 01-112107.

- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)

Invoices shall be submitted monthly. Payments shall be made based upon time and materials.

ORIGINAL AGREEMENT AMOUNT \$ 38,250

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0

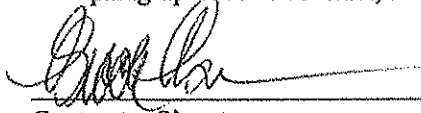
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 8,500

NEW TOTAL AGREEMENT AMOUNT \$ 46,750

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No.

In any event, the total payment for services of contractor shall not exceed \$ 46,750
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 March 31 20 12.



Contractor Signature

Nov. 10, 2011

Date

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

This contract is not valid until signed by both parties above.

Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

Title: Revision #12 to Standard Form of Agreement

Vendor: The Ratcliff Architects

Agreement Date: June 17, 2008

Campus: De Anza College

Project Number: 261

Project Name: Mediated Learning Center

Amount: \$64,260

For:

- Provide meetings, research and design engineering necessary to develop fully detailed construction documents (drawings and specifications) necessary to procure and install Group II equipment for the Broadcast Media Suite (TRG) in the Mediated Learning Center building.
- Provide procurement phase assistance necessary to develop an A/E estimate, answer bidder questions, and evaluate submitted bids for Group II.
- Provide Construction Administration for Group II scope as necessary to review submittals, answer requests for information and provide site visits/meetings to ensure a quality installation.
- Oversee commissioning and training of installed Group II equipment to ensure proper programming, function and operation of installed systems.

Funding for this item is available within the current project budget.

Action Requested: Approval

The Ratcliff Architects – Revision #12

Revision #12 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

DATE OF REVISION:

December 05, 2011

SCOPE:

- Provide meetings, research and design engineering necessary to develop fully detailed construction documents (drawings and specifications) necessary to procure and install Group II equipment for the Broadcast Media Suite (TRG) in the Mediated Learning Center building.
- Provide procurement phase assistance necessary to develop an A/E estimate, answer bidder questions, and evaluate submitted bids for Group II.
- Provide Construction Administration for Group II scope as necessary to review submittals, answer requests for information and provide site visits/meetings to ensure a quality installation.
- Oversee commissioning and training of installed Group II equipment to ensure proper programming, function and operation of installed systems.

COMPENSATION:

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	<u>\$ 450,380.00</u>
Contract value prior to this revision:	\$ 5,074,680.00
Net change in contract value due to this revision:	<u>\$ 64,260.00</u>
New contract value including this revision:	\$ 5,138,940.00

SCHEDULE:

No Change

OTHER:

All other contract terms are to remain in place per the Standard Form of Agreement referenced above.

Revision agreed to by:

OWNER

_____ Signature	_____ Date
Charles Allen FHDACCD - Executive Director of Facilities, Operations, and Construction Management	

CONSULTANT

_____ Signature	_____ Date
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Joseph Nicola

Title: Prime Contract Change Order #06
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 29,354
For: PCCO #06 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by a net increase to the value of the Guaranteed Maximum Price (GMP). Changes include:

Project lighting revisions- "glow-top" fixtures in lieu of "hard-top" fixtures at major campus pathway East of the MLC to align with campus lighting standards, realign lamping from horizontal to vertical positioning at interior recessed can lights, and provide additional task lighting and convenience receptacles at the mechanical shafts to ensure more efficient future maintenance operations.

Delete unnecessary UV system and stainless sheet metal cladding at mechanical shaft interiors to recognize savings to the project budget. Refine solar hot water storage tank thermal sensors & tank specifications to enhance BAS programming capabilities.

Provide satellite antennae cabling at roof level, originally intended as Group II scope, but now more effectively provided in the building contract. Provide waterproofing improvements at skylight and clerestory joints to ensure watertight assemblage.

The total Change Orders to date represent -1% against the original contract amount. Funding for this change is included in the current budget. There are no changes to the project schedule.

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: 12/5/2011

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: 006

The Contract is hereby revised by the following items:

PCO	Description	Amount
038	Bulletin #19 - COR 15R1 - Delete UV lighting and stainless protective cladding from mechanical shafts. Architect directive	\$(100,887)
045	Bulletin #39 / COR 18 - Revise pathway lighting to Gardco Glow-Top, add fixture shielding in mechanical spaces, modify ceiling can lights to vertical lamp position, and add convenience lights & outlets in mechanical shafts. Owner directive.	\$88,281
059	Submittal 10-230000-0 / COR 21 - RFI #328 - Revise solar hot water storage tank thermal sensors & tank specifications. Architect directive	\$17,045
062	Bulletin #37 - COR 31 / Add satellite control wiring at roof level - not originally shown on contract documents. Architect Directive.	\$13,957
074	Bulletin #71 / COR 38 - Add (2) F9 uplight fixtures at west end of atrium for continuous uplighting. Architect directive.	\$2,338
076	Bulletin #67 / COR 39 - Revise closure support assembly at south clerestory window / skylight intersection to provide fully watertight enclosure. Architect directive.	\$7,688
077	Bulletin #63 / COR 40 - Non-destructive rebar investigation at Flint Center telecom tie in location to determine conduit pathway through structural walls. Costs associated with actual tie in tracked separately. Architect Directive.	\$932

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(206,823)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,775,532
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$29,354
The new Contract Value including this Prime Contract Change Order will be.....	\$34,804,886
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

Prolog Manager

Printed on: 11/14/2011

WRO Foothill DeAnza

Page 1

PCCO -

Detailed, Based on Unit Prices, Architect - De Anza with
DSA Number

DATE _____

DATE _____

DATE _____

College Approval

By: Letha Jeanpierre _____

Signature _____

Date: _____

Title: Prime Contract Change Order #03
Vendor: Valhalla Builders
Agreement Date: June 17, 2011
Campus: De Anza College
Project Number: 256
Project Name: CAMPUS CENTER RENOVATION PHASE II
Amount: \$ 7,990
For: Prime Contract Change Order #03 – Miscellaneous construction change orders at the Campus Center lower level student chambers, to improve facility performance and maintainability.

CCD#11 – Mold Cleanup at Room 130 for discovered conditions;

CCD#12 – Acoustical Plenum Modifications due to unforeseen conditions/ interference of existing concrete beams and piping;

CCD#13 – Chambers 130 ETS Revisions - installation of LCD and associated electrical requirements in lieu of smart board;

The total Change Orders to date represent .009% against the original contract amount. Funding for this change is included in the current budget. There are no changes to the project schedule.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

256 Campus Center Renovation Phase II

De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 256

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

Gilbane/MAAS

Date: 12/5/2011

To Contractor:

Valhalla Builders
6985 Via Del Oro Suite A-5
San Jose, CA 95119

DSA Number

43-C2 111603

Project #

256

Contract Date:

Contract Number: 001

Change Order Number: 003

The Contract is hereby revised by the following items:

Change Order #3: Total Amount is \$7,990.00. There shall be no extension of contract time for this change order.

PCO	Description	Amount
012	Acoustic Plenum Modifications RFI#098	\$4,382
013	ETS Revisions In Chambers Room 130, ASI#015	\$1,196
011	Mold Cleanup Room 130	\$2,412

The original Contract Value was.....	\$1,532,275
Sum of changes by prior Prime Contract Change Orders.....	\$6,025
The Contract Value prior to this Prime Contract Change Order was.....	\$1,538,300
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$7,990
The new Contract Value including this Prime Contract Change Order will be.....	\$1,546,290
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

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.

Voll and Tam Architects and Planners

Valhalla Builders

Foothill-De Anza Community College
District

ARCHITECT

129 Heinz Avenue
Berkeley, CA 94710

CONTRACTOR

6985 Via Del Oro Suite A-5
San Jose, CA 95119

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Merideth Marschak

Address

By Scott Leifhelt

Address

By Charles Allen

SIGNATURE**SIGNATURE****SIGNATURE****DATE****DATE****DATE**

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Revision #2 to Standard Form of Agreement
Vendor: Verde
Agreement Date: January 10, 2011
Campus: De Anza College
Project Number: 206
Project Name: Stadium & Track Improvements
Amount: \$27,973
For: This revision is for added design scope and construction administration for waterproofing the east exterior wall of Building G located adjacent to the running track. This agreement includes an allowance for unknown conditions that will be uncovered upon excavation of the earthen slope that currently covers the east wall of Building G.

Funding for this item is available within the current project budget.

Action Requested: Approval

Revision 02 to Standard Form of Agreement, dated January 10, 2011, between
Foothill-De Anza Community College District and Verde Design Inc for Measure
C Project 206 Stadium and Track.

Revision Date: December 6th, 2011

SCOPE OF WORK:

The scope of work for this revision is for providing additional construction documentation and construction administration for waterproofing the east exterior wall of building G located adjacent to the running track.

Provide additional services as follows:

1. Provide construction documents including drawings and specifications to provide cleaning, painting, gutter and downspout modifications, flashings and sealants as may be required for the east facing exterior wall of Building G located adjacent to the running track.
2. Provide Construction Phase Monitoring and Quality Assurance. This shall include scheduled site visits during the construction phase for the Building G waterproofing scope.
3. Provide Construction Phase Administration which shall include answering RFI's, reviewing submittals and closeout.
4. On an as-needed basis provide Construction Monitoring, participation in special meetings and design directives as may be dictated by unforeseen conditions for the Building G waterproofing scope of work. Work under this item shall be billed against an Allowance.

Revision 02 to Standard Form of Agreement, dated January 10, 2011, between
Foothill-De Anza Community College District and Verde Design Inc for Measure
C Project 206 Stadium and Track.

SCHEDULE OF VALUES FOR THIS CHANGE:

Fees shall be billed against the schedule of values below. Any invoices submitted not using the descriptions detailed below will be returned for correction.

Schedule of Values				
<i>Description</i>	Quantity	Units	Unit Rate	Total
Construction Documents	1	ls	\$6,149.00	\$6,149.00
- AE Oversight-CD's	2	hrs	\$150.00	\$300.00
Construction Phase QA and Monitoring	1	ls	\$3,520.00	\$3,520.00
Construction Phase Administration	1	ls	\$6,600.00	\$6,600.00
- AE Oversight (RFI's, Submittals, closeout)	7	hrs	\$150.00	\$1,050.00
Reimbursable Expenses: Mileage, travel, photos	1	ls	\$1,150.00	\$1,150.00
*Allowance:				
Attend Special Meetings/Site Visits (Consultant)**	28	hrs	\$176.00	\$4,928.00
Attend Special Meetings/Site Visits -Principal (Consultant)**	4	hrs	\$192.50	\$770.00
Attend Special Meetings/Site Visits - PM (AE)	4	hrs	\$150.00	\$600.00
Attend Special Meetings/Site Visits- Job Capt (AE)	2	hrs	\$115.00	\$230.00
Construction Monitoring of unforeseen conditions**	16	hrs	\$104.50	\$1,672.00
Design Directives&Closeout (Consultant)**	4	hrs	\$176.00	\$704.00
Design Directives&Closeout (AE Oversight)	2	hrs	\$150.00	\$300.00
Total:				\$27,973.00

Revision 02 to Standard Form of Agreement, dated January 10, 2011, between
Foothill-De Anza Community College District and Verde Design Inc for Measure
C Project 206 Stadium and Track.

COMPENSATION:

Original Contract:	\$105,600
Net change from previous revisions:	\$396,050
Contract value prior to this revision:	\$501,650
Net change in contract value due to this revision:	\$ 27,973
New Contract value including this revision:	\$529,623

Amendment agreed to by:

Owner

Charles Allen

Consultant

Verde Design Inc.

Title: Change No. 13 to Agreement for Services
Vendor: Ratcliff
Agreement Date: February 3, 2009
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 10,870.00
For: Additional design services requested by the District to update the building signage package to incorporate updates in campus design standards; to provide mockups of glass canopy shading patterns for District review; and to witness factory testing of exhaust fans. A credit is anticipated from the contractor for deletion of some factory testing from their contract scope.

Funding for these items is available within the current project budget.

Action Requested: Ratification

CHANGE NO. 13 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 9 day of November, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architect hereinafter called "Contractor."

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A".
3. Contract Term. This Agreement shall be in effect only as specified in the revised Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes. (indicate "none" or describe applicable changes in detail)

None

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Ratcliff Architect
hereinafter called "Contractor".

- I. Detailed description of the change in services to be performed or work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

Additional design services for the following items:

- a) Glass Canopy Shading Pattern Mock-up
- b) Revisions to Signage Package
- c) HVAC Manufacturer Factory Testing

Please see Attachment A for more detail.

- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)

This is a Not to Exceed add service contract for \$10,870.00

See Attachment B for fee break down.

Remit Payment Application to:
Project 160 - PSEC
Susan Moore
Gilbane/MAAS
C/O Foothill College
12345 El Monte Rd.
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT\$ 845,140.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 5,965,488.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 10,870.00
NEW TOTAL AGREEMENT AMOUNT\$ 5,976,358.00

In any event, the total payment for services of contractor shall not exceed \$ 5,976,358.00
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 December 31 20 11.

Wm. S. Blum
Contractor Signature

11/10/11

Date

Ratcliff

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

This contract is not valid until signed by both parties above.

Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

Attachment A

The scope of Additional Services includes:

A) Glass Canopy Shading Pattern Mock-Up

At district request, the design team will procure (9) 3'x3'x 1/4" acrylic & vinyl panel mock-ups for the glass canopy shading pattern. The mock-ups will be used to review with faculty and finalize direction prior to final fabrication by the contractor.

B) Revisions to Signage Package

At district request, the design team will revise the signage sheets to incorporate updates in the signage standards and revised messaging. Design team will conduct a review meeting prior to re-submittal to DSA.

C) HVAC Manufacturer Factory Testing

At district request, the design team has been asked to witness the factory testing by the HVAC manufacturer.

Attachment B

A) Glass Canopy Shading Pattern Mock-Up:

Consultant Fees:

Propp + Guerin:

\$5,500

Consultant Markup 10%:

\$550

\$6,050

B) Revisions to Signage Package:

Total Ratcliff's Fee

Meeting & Coordination

\$500

Consultant Fees

Propp + Guerin:

\$2,100

Consultant Markup 10%:

\$210

Total Consultant Fee:

\$2,310

\$2,810

C) HVAC Manufacturer Factory Testing:

Consultant Fees

SFMI:

\$4,310

Consultant Markup 10%:

\$430

Total Consultant Fee:

\$4,740

\$4,740

Adjustment to fee included in Item B, Revision #12

Amount Proposed

\$9,382

Amount Approved

\$ 12,112

Total Adjustment (Credit)

-\$2,730

-\$2,730

TOTAL FEE for Expanded Scope of Work services:

\$ 10, 870

Title: Change Order No. 6

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: \$ 17,343.00

For: Electrical changes for additional PG&E requirements and code clearances; credit for work originally authorized on a time-and-materials basis for temporary power feed and deletion of temporary generator; weekend premium time upcharge to pave pathways in time for start of fall quarter; District-requested mechanical demolition and repair at Building 1000 & 5200 and re-orientation of Heating Hot Water lines at Building 7400; and replacement of corroded low-pressure gas line adjacent to new PG&E meter.

This change plus all previously approved change orders equal to 2.4% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 11/11/2011

To Contractor:

Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number

01-111129

Architect's Project

Contract Date:

1/3/2011

Contract Number: 001

Change Order Number: 006

The Contract is hereby revised by the following items:

CHANGE ORDER #06 - DECEMBER 5 2011 BOT

PCO	Description	Amount
025	[TPCO #038] Bulletin #06 - Re-orientation of Tx-3000	\$4,304
034	[TPCO #037] Bldg 5200 T&M for Mech.: Replacement of Leaking Existing Valves and OT for Med Air Removal	\$825
038	[TPCO #40] Deductive TPCO for Generator #5 (400W)	\$(13,581)
039	[TPCO #032-R1] RFI 094 ME4: Installation of low pressure gas line	\$2,336
040	[TPCO #30-R1] Mech. at ME1: Pipe Support Clearance from Switchgear and RFI #090 HHWS/R POC Crossover at 7400	\$3,905
044	[TPCO #034] Heading E5 RFI #097 PG&E Add. Rqmts for Energizing MSB2	\$19,042
045	[TPCO #028] Premium for Paving Saturday	\$4,772
046	[TPCO #36] E5 - RFIs #068 & #080: Additional PG&E Requirements for MSB2	\$8,211
048	[TPCO #049] DEDUCTIVE - Difference between PCCO #3 NTE and Actual Bulletin 1-R1	\$(15,416)
050	[TPCO #042] RFI 085 Relocation of T/S Pipe Support	\$480
052	[TPCO #044] RFI #108 Bldg. 1000 Repair Vent Line	\$1,312
053	[TPCO #045] RFI #111 Bldg. 1000 Demo Existing Gas Line	\$1,153

The original Contract Value was.....	\$4,616,000
Sum of changes by prior Prime Contract Change Orders.....	\$93,071
The Contract Value prior to this Prime Contract Change Order was.....	\$4,709,071
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$17,343
The new Contract Value including this Prime Contract Change Order will be.....	\$4,726,414
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	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

By Bret Taber

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

Title: Environmental Consulting Services
Vendor: RBF Consulting
Agreement Date: December 6, 2011
Campus: Foothill College / Educational Center at Onizuka Air Force Station
Project Number: 801
Project Name: Property Acquisition
Amount: \$57,590.00
For: Preparation of an Initial Study / Mitigated Negative Declaration and related CEQA public noticing documents to comply with requirements of the California Environmental Quality Act (CEQA). Compliance with CEQA is required by the California Department of Education for approval of the Educational Center proposed to be located at the Onizuka Air Force Station.

Selection of RFB Consulting for this work was approved by the Board of Trustees on October 3, 2011.

The funding is included in the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 6th day of December, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and RBF CONSULTING hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 57,590.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from December 6, 2011 through June 6, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account or by any reason or failure to withhold and/or pay to any governmental entity income and/or employment taxes from earnings under this contract, as made necessary by §530 of the Revenue Act of 1978, including but not limited to the concurrent, active, or passive negligence of the District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this agreement.

In proportion to its own comparative liability, the Contractor shall indemnify and save harmless the District, its officers, agents, employees, and servants from all claims, suits or actions of any name, kind and description brought for or on account of (a) injuries to or death to any person including Contractor, or (b) damage to any property of any kind whatsoever and to whomsoever belonging, or (c) negligence in the performance of its duties that results in

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potential liability to third-parties, including but not limited to the concurrent, active, or passive negligence of the District, its officers, agents, employees or servants, provided that this shall not apply to the injuries or damages for which the District has been found through binding arbitration or in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

Contractor's duty to defend shall be triggered by notice to Contractor that District has been served with either a Demand for Arbitration or with a Summons or Complaint which alleges facts falling within the scope of Contractor's indemnity obligations.

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

8. **Non-Discrimination.**

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

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

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

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

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$78,900.00 for routine maintenance, or other services not described in (a).

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

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

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

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

_____	_____
Authorized Contractor Signature	Date
Print name <u>Bill Wiseman, Vice President</u>	

<u>RBF CONSULTING</u>	
Contractor's Company Name	
<u>95-2247293</u>	
Contractor's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Authorized signature and Date

Charles Allen

Title

Executive Director

Address

12345 El Monte Road, Los Altos Hills, California

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and RBF CONSULTING
hereinafter called "Contractor".

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

Environmental Planning Services Phase 2 - See 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 Exhibit "B"

In any event, the total payment for services of contractor shall not exceed \$ 57,590.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 6, 2013.

Exhibit "I" Insurance Requirements

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

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

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

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

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

Exhibit "B" to Agreement for Services

SCOPE OF SERVICES & PAYMENT

SCOPE OF SERVICES

This scope of work of this Agreement includes tasks to be performed by the Contractor (RBF) AS Basic Services to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) and related CEQA public noticing documents for the District for the Educational Center proposed to be developed at the Onizuka Air Force Station (hereinafter "proposed project").

Project Understanding

The District is proposing to construct an Educational Center in Sunnyvale, California on the site of the former Onizuka Air Force Station, using approximately 9.6 acres acquired through a Public Benefit Conveyance application with the Department of Education and through agreements with the City of Sunnyvale.

The District will act as the Lead Agency as defined by CEQA but will require project approvals by the City of Sunnyvale. The IS/MND will address the first of two possible phases for the project. Phase 1 will include the following activities:

- Demolish improvements on the project site (approximately 550,000 sf)
- Prepare site for development
- Install required site utilities
- Install circulation roads
- Install offsite improvements on Innovation Way
- Construct a 2-story, 55,000 sf instructional education building
- Construct surface parking for 556 cars (10 cars/1,000 sf)
- Construct a 16,000 sf campus courtyard
- Install site landscaping and miscellaneous site improvements

Project Tasks

1.0 Research and Investigation

As part of the effort necessary to prepare a legally adequate IS/MND, RBF will collect and review all background materials and plans associated with the proposed project. Project research will include coordination with District staff and the City of Sunnyvale to acquire all relevant files, exhibits, maps and reference documents. These will include:

Foothill-De Anza Community College District

- Notice of Interest for Onizuka Air Force Station

City of Sunnyvale

- General Plan
- Zoning Code
- Moffett Park Specific Plan and EIR
- Major Moffett Park Design Review and Development Agreement Modifications (Jay Paul) IS/MND
- Yahoo! Expansion IS/MND
- Onizuka Air Force Station Local Redevelopment Authority Redevelopment Plan

United States Air Force

- Draft EIS – Disposal and Reuse of Onizuka Air Force Station (May 2009)

The initial investigation will also include a site visit, review of existing land uses and environmental conditions, and a photographic recording of on-site and surrounding uses.

2.0 Preparation/Review of Technical Studies

Air Quality and Global Climate Change

Environ has been tasked by the City of Sunnyvale to prepare a Air Quality/GHG study to evaluate environmental impacts in the air quality and GHG impacts resulting from the amended reuse plan for Onizuka AFS. RBF consulting will review this study and use it as the basis for the analysis of air quality and GHG impacts as it relates to the proposed project.

This scope of work assumes that the Environ's analysis will include development assumptions commensurate with the proposed project and that the study will be provided to RBF in an electronic format so that it can be included in the appendix of the IS and readily summarized in the IS itself.

Traffic and Transportation

TJKM Transportation Consultants (TJKM), as a subconsultant to RBF, will prepare a Traffic Impact Analysis (TIA) for the proposed project. The TIA will be summarized in the IS/MND and referenced as an appendix document.

The complete scope of work for TJKM is described in Exhibit "C" to this Agreement.

3.0 Administrative Draft IS/MND

Notice of Intent

RBF will work with the District and the City of Sunnyvale to prepare the necessary local noticing requirements as required by Section 15072 of the CEQA Guidelines. This will

include preparation of the Notice of Intent (NOI) and registering it with Santa Clara County, publishing the NOI in the newspaper, and/or direct mailing of the NOI to adjacent property owners.

Administrative Draft IS/MND

RBF will prepare an IS/MND in conformance with the California Environmental Quality Act (CEQA) of 1970, Section 21000 et. seq. of the CEQA Guidelines (California Administrative Code Section 15000) for the proposed project. Given the fact that permits will be required from the City of Sunnyvale, RBF intends to use the City's template for preparing the IS.

The IS/MND will provide an analysis describing potential environmental impacts associated with the proposed project, including cumulative and growth-inducing effects that might be expected from the project. Mitigation measures will be recommended and incorporated where necessary to reduce the level of significance of identified impacts to below a level considered significant. The IS/MND will provide program-level environmental analysis for the proposed project.

The proposed IS/MND will include the following sections:

- **CEQA Determination Page**
- *Table of Contents*
- *Introduction:* This section will cite the environmental review requirements of the proposed project, pursuant to CEQA.
- *Project Description:* This section will describe the proposed project. A brief description of the project's location, environmental setting, and existing uses within the area affected will be included. Text and exhibits will be used to describe and illustrate the characteristics of the proposed project. The environmental document will include exhibits to enhance the written text and clarify the project and potential environmental impacts. Exhibits are anticipated to include: Regional Vicinity Map, Local Vicinity Map, Site Plan, Coastal Zone Land Use Plan Map, and details and sections.
- *Evaluation of Environmental Impact:* RBF will use the environmental checklist in Appendix G of the CEQA Guidelines to address the environmental topics of CEQA. This section will describe the potential impacts and mitigation measures for the proposed project.

4.0 Public Review Draft IS/MND

RBF will prepare the Public Review Draft IS/MND by incorporating one complete set of comments on the Administrative Draft IS/MND from the District. Following RBF revisions, RBF will submit one screencheck copy of each IS/MND to the District for final review and approval.

RBF will prepare the Notice of Intent to Adopt (NOI-A) for the Draft IS/MND. The NOI-A will be incorporated into the Draft IS/MND.

RBF will send 15 copies of each Draft IS/MND and NOI-A to the Office of Planning and Research State Clearinghouse and 10 copies each to the District.

5.0 Final IS/MND

Following the end of the 30-day public comment period, RBF will review all public comments received regarding the Public Review Draft IS/MND. This scope of work assumes that the number of comments will be relatively minor and that no new technical analysis will be required.

RBF will prepare a Final IS/MND which incorporates, where warranted, corrections and clarifications as recommended by the comment letters. A summary memo will be prepared that describes who provided comment letters, the nature of their comments, and the changes made to the IS/MND.

6.0 Meetings

Bill Wiseman and Laura Worthington Forbes of RBF will attend the following meetings:

- Project Site Visit and District Coordination Meeting (1)
- District Meeting to Review Administrative Draft IS/MND (1)
- District Board of Trustees Public Hearing (1)
- Sunnyvale City Council Public Hearing (1)

In preparation for the public meetings, RBF will prepare a PowerPoint (PP) presentation that summarizes key aspects of the project and the environmental impact findings and conclusions.

Deliverables

- Five (5) copies of the Administrative Draft IS/MND
- One (1) copy of the Screencheck Draft IS/MND
- Twenty-five (25) copies of the Public Review Draft IS/MND
- Fifteen (15) copies of the Final IS/MND

All deliverables will also be provided in electronic format, suitable for Web posting.

Schedule of Work

The work of this Agreement will proceed according to the following schedule:

Task	Completion (in weeks)
Traffic Study Draft Report for review	6
Administrative Draft NOI and IS/MND to District	8
Public Review Draft NOI and IS/MND to District	12
End of 30-day Public Comment Period	16
Final IS/MND	18
District Board of Trustees Public Meeting	TBD
Sunnyvale City Council Hearing	TBD

PAYMENT AND FEES

Payment

Basic Scope of Work services shall be provided by RBF on a lump-sum basis, not to exceed the amounts stated below.

A Consulting Contingency is established for consulting services not included in the scope of this Agreement that may be requested and approved by the District, in writing, within the Contract Term.

If additional consulting services are authorized against the Consulting Contingency, or if additional services are authorized by the District on a time-and-materials basis, hourly rates shall be those included in RBF's response to the Request for Qualifications.

Payment will be made monthly in proportion to completion of the work.

Remit payment applications to:

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

Fee Amounts

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

Scope of Work Basic Services	\$52,590.00	(Lump Sum)
Consulting Contingency	<u>\$ 5,000.00</u>	(As authorized by District)
TOTAL	\$57,590.00	(Not to Exceed)

CONTRACT TERM

This Agreement shall be in effect through June 6, 2013 to allow for administrative closure of the Agreement. All invoices from RBF must be submitted for payment 45 days before termination of the Agreement.

PROJECT ASSUMPTIONS

The services described in the Scope of Work are based upon the following project assumptions:

1. No additional technical studies will be required apart from those as identified and provided by the Client during the kickoff meeting. This scope of work assumes that a peer review of those reports is not necessary. Furthermore, this scope of work assumes that no historic resources will be affected.
2. In performing its services hereunder, RBF has or will receive information prepared or compiled by others, the accuracy and completeness of which RBF is entitled to rely upon without independent evaluation or verification.
3. RBF will work with Client to prepare and post the Notice of Determination (NOD).
4. Once the proposed project description, baseline and alternatives are approved by the City for analysis, it is assumed that they will not change significantly thereafter. If changes requiring revisions to the analysis or rewriting of the CEQA document occur, an amendment of the budget may be warranted.
5. The Fee includes all meetings that are identified in this scope of work. Additional meetings may be billed on a time and materials basis if approved by the District prior to the meetings.
6. All technical material, maps, project plans, GIS data, etc. will be provided at or before the project kickoff meeting and no further modification to the data will be required.

7. All products will be submitted to the District in electronic (PDF) format (and source files if requested), except for printed copies as identified in this scope of work.
8. The District will act as a clearinghouse for comments on all administrative draft documents and will provide RBF with a single, internally reconciled set of comments for each submitted draft document.
9. There will be a single round of review and revision to each Administrative Draft product. A second Administrative Draft revision is not included in the Fee.
10. Revisions to the Screencheck Draft will focus on typographical errors, formatting issues, and other minor edits. Such revisions will not include substantive content changes.
11. The Fee is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget will be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.

End of Exhibit "B"

Exhibit "C" to Agreement for Services

TJKM TRANSPORTATION CONSULTANTS SCOPE OF SERVICES

TJKM Transportation Consultants will prepare a transportation and traffic analysis for the proposed project according to the Santa Clara Valley Transportation Authority's (VTA) *Transportation Impact Analysis Guidelines* and City of Sunnyvale guidelines.

The proposed project at the former Onizuka Air Force Station is expected to be constructed in two phases. As part of this scope of work, a traffic impact study will be performed only for the first phase.

TJKM has reviewed recently completed traffic studies for two other anticipated projects within the Moffett Park Specific Plan area, the Yahoo! campus expansion (October 2011) and Moffett Tower Lot 3 (Jay Paul Company, July 2011). Based on discussions with City staff, it is expected that some existing and future traffic projection information can be used for the Onizuka Campus Project.

Based on RBF and TJKM's joint meeting with District and City staff on October 19, 2011, TJKM will complete a traffic impact study that supports the proposed project's CEQA documentation:

- TJKM will gather information from the District and other appropriate project team members on the existing Middlefield Educational Center in terms of site characteristics, building square footage, current student enrollment, current faculty / staff levels, peak hours and days of operation and classes, and other information pertinent to the traffic analysis. Similar information for the proposed Onizuka site will also be collected.
- TJKM will conduct a field visit to verify and document current site conditions for the proposed Onizuka site, as well as traffic operational conditions, controls, and lane geometry at local study intersections. This includes the existing State Route (SR) 237/Mathilda Avenue interchange, where the City has identified an existing traffic bottleneck.
- TJKM will use existing traffic count data information (vehicles, bicycles, and pedestrians) previously collected for the July 2011 Moffett Towers Lot 3 traffic study or Onizuka Land Use Plan traffic study as applicable for the Onizuka campus site traffic study. Count data are expected to be available for both a.m. and p.m. peak periods (7:00-9:00 AM and 4:00-6:00 PM). TJKM proposes the following study intersections for this study consistent with the preceding traffic analysis:

1. Enterprise Way / Manila Drive / Moffett Park Drive

2. US 101 Northbound On-Ramp / Moffett Park Drive
 3. Innovation Way / Moffett Park Drive
 4. Mathilda Avenue / Moffett Park Drive
 5. Mathilda Avenue / SR 237 Westbound Ramps
 6. Mathilda Avenue / SR 237 Eastbound Ramps
 7. Mathilda Avenue / Ross Drive
 8. Mathilda Avenue / US 101 Northbound Ramps
 9. Mathilda Avenue / US 101 Southbound Ramps
 10. Mathilda Avenue / Almanor Avenue / Ahwanee Avenue
 11. Mathilda Avenue / Maude Avenue (CMP Intersection)
 12. Mathilda Avenue / Indio Way
 13. Mathilda Avenue / California Avenue
 14. Ellis Street / Manila Drive (Mountain View intersection)
 15. Ellis Street / US 101 Northbound Ramps (Mountain View intersection)
 16. Ellis Street / US 101 Southbound Ramps (Mountain View intersection)
 17. Ellis Street / Middlefield Road
 18. SR 237 Westbound Ramps / Middlefield Road
 19. SR 237 Eastbound Ramps / Middlefield Road
 20. Mary Avenue / Maude Avenue
 21. Innovation Way / Project Access (Project Intersection only)
- TJKM will additionally analyze the freeway segments listed in the July 2011 Moffett towers Lot study, which include six bidirectional segments on the US 101 freeway and five bidirectional segments on the SR 237 freeway. TJKM will consult the latest edition of the Santa Clara Valley Transportation Authority's (VTA) *Annual Monitoring and Conformance Report* for appropriate level of service (LOS) analysis assumptions.
 - Level of service (LOS) traffic operations based on the Highway Capacity Manual (HCM) 2000 methodology for the above study intersections and freeway segments based on previously and newly collected traffic count data for the a.m. and p.m. peak hours at the study intersections listed above, as well as future traffic volume projections consistent with recent 2011 Moffett Park traffic studies mentioned above. TJKM will analyze the following traffic scenarios, consistent with recent Moffett Park studies:
 - Existing Conditions
 - Existing plus Project Conditions (fully occupied District Phase 1 Project), per CEQA case law requirements
 - Background No Project Conditions – includes approved and built (but unoccupied) nearby developments plus ambient traffic growth
 - Background plus Project Conditions (fully occupied District Phase I Project)
 - Cumulative No Project Conditions – Background Conditions plus ambient traffic growth projected into the future five years

- Cumulative plus Project Conditions (fully occupied District Phase I Project)

Baseline Background and Cumulative year LOS analysis (without District Phase I Project) will be based on the most recent projections already developed for previous traffic studies in the Moffett Park area, including the Jay Paul / Yahoo studies, and current studies (e.g. Onizuka Land Use Plan. Minor adjustments to traffic projections can be made as deemed necessary by City staff.

- For the "plus Project" scenarios, TJKM will develop expected vehicle trip generation for the District's Phase 1 Onizuka development based on standard industry trip generation rates (i.e., Institute of Transportation Engineers, ITE) or applicable similar trip estimates from studies of similar District campus sites (e.g. Middlefield Education Center). Project trip generation will include estimates for typical weekday a.m. and p.m. peak hours, and will include observations of the existing Middlefield campus if appropriate. A comparison between the estimated trip rates from the Middlefield campus observations and ITE trip generation rates for a community college campus can be made if desired.

Note: The resulting final calculated trip generation will also include applicable discounts for trips that are redistributed within the local roadway network due to the relocation of the Middlefield campus to the proposed Onizuka campus site, as well as expected trips from the currently approved Moffett Park Specific Plan land use for the site (i.e. approximately 70,000 square feet of research and development use). TJKM will review these assumptions with the project team and City staff before proceeding with this calculation.

- TJKM will distribute and assign the above generated project trips to the study intersections based on the collected existing peak period turning movement counts, the District's current and expected distribution patterns of campus students and staff, previous Moffett Park area traffic studies, and TJKM's knowledge of the study area. TJKM will consult with the project team and City staff on the reasonableness of the project trip assignments before proceeding with analysis.
- For all scenarios, TJKM will identify any study intersections or freeway segments that operate below applicable LOS standards, including those of Sunnyvale, Mountain View, Santa Clara County CMP, and Caltrans. For both "Plus Project" scenarios, TJKM will accordingly determine traffic impacts resulting from the new campus facility. TJKM will suggest possible mitigation measures to improve the level of service at impacted study intersections and freeway segments.

Mitigation measures to be considered will include programmed City transportation project improvements that are part of the Moffett Park Specific Plan, Citywide Deficiency Plan, Transportation Impact Fee, and those previously identified in other area traffic studies. Mitigation measures, in addition to

intersection improvements such as additional lanes, traffic controls, roundabouts, etc., may include alternative measures such as pedestrian, bicycle, and transit improvements and/or transportation demand management (TDM) measures. All mitigation measures will be reviewed with the project team and City staff before proceeding with analysis.

- For any intersection mitigation/improvement measures calling for signalization, TJKM will evaluate whether the intersection meets California MUTCD peak hour warrants for signal installation.
- TJKM will review existing site conditions and the site plan provided by the District for the proposed project. Based on this review, we will identify any potential deficiencies and possible improvements/mitigations regarding site circulation, access, and safety for motor vehicle, bicycle, and pedestrian modes. The review may include: intersection and driveway spacing, including parking lot access driveways; roadway widths; lane configurations, including turn lanes; location and design of medians, curb and gutter; obstructed sight-distance locations; posted speed limits; horizontal and vertical curvature; bike lanes; sidewalks and crosswalks; and traffic control devices.
- TJKM will assess the project's compliance with applicable City onsite motor vehicle parking standards, as well as Moffett Park Specific Plan requirements for onsite bicycle parking facilities.
- TJKM will provide an inventory and assessment of existing pedestrian and bicycle facilities accessing the project site and study area. Existing bicycle and pedestrian counts will be taken from recent traffic studies in the area.
- TJKM will inventory existing public transportation service within the area, including VTA light rail and buses, and shuttles to Caltrain and ACE rail.
- TJKM will identify existing and proposed transportation demand management (TDM) programs and requirements for the proposed Onizuka campus site given the project's location within the Moffett Park Specific Plan area.
- For each analysis scenario, TJKM will include a qualitative evaluation of the previous Synchro/SimTraffic analysis conducted for the Mathilda Avenue corridor that takes into account current congested conditions. The qualitative evaluation will be based on comparative analysis with previous studies and existing conditions observations.
- If applicable, TJKM will conduct a construction impact assessment similar to the recent Jay Paul traffic study that includes review of traffic operations and parking.
- TJKM will prepare a draft traffic study for District review and comment that includes the following:

- Executive summary, including purpose of study, description of proposed project, and descriptions of study methodologies, and study conclusions.
- Descriptions of proposed project and the site study area.
- Existing conditions description, detailing the existing roadway network; lane configurations and traffic controls; traffic counts; transit, bike and pedestrian facilities; field observations of site circulation operations; and results of the intersection and freeway LOS analysis described above.
- Background and Cumulative conditions description, detailing new development trip generation, distribution, and assignment, and intersection / freeway LOS analysis results described above.
- Site circulation and access evaluations, identification of traffic issues, and recommended improvements.
- Summary and conclusions.
- Figures, tables, and technical appendices as necessary.

One (1) round of comments from the District, RBF, and City of Sunnyvale staff will then be incorporated into a final traffic study report for District and City use.

The Fee includes attendance of one TJKM project manager at a project kick-off meeting specified above but does not include preparation for and attendance at any public meetings, including community meetings and City or County Commission, Council or Board meetings. If TJKM attendance is necessary at such meetings, TJKM may bill RBF for these extra items on a time and materials basis, if approved by RBF in advance.