

Board of Trustees Agenda Item

Board Meeting Date: January 9, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is: \$493,518

De Anza College –

- A) Consolidated Engineering Laboratories – Revision #1 to Agreement for Services – Combined Site Improvement Phase I - \$6,923
- B) Consolidated Engineering Laboratories – Revision #2 to Agreement for Services – Mediated Learning Center - \$9,500
- C) Joseph J. Albanese Inc. – Change Order #3 – Combined Site Improvements Phase I - \$55,314
- D) Noll & Tam Architects – Revision #4 to Project Authorization Amendment #C4 to Master Agreement – Corporation Yard Renovation - \$28,751
- E) R. C. Benson & Sons, Inc. – Change Order #1 – ATC/S-Quad Sound Attenuation - \$50,266
- F) Sundt construction, Inc. – Change Order #7 – Mediated Learning Center - \$17,711
- G) Valhalla Builders – Change Order #4 – Campus Center Renovation Phase II - \$13,438

Foothill College –

- H) Allana Buick & Bers, Inc. – Revision #2 – Building 3500 Glu-Lam Beam and Gutter Repair - \$1,600
- I) Ralph Larsen & Son, Inc. – Change Order 33 – Smithwick Theater - \$33,762
- J) Taber Construction – Change Order #7 – Utilities Infrastructure Upgrades Phase I - \$71,253
- K) WRNS Studio, LLP – Revision #6 to Project Authorization Amendment #F-WRNS-1B – Central Campus Site Improvements - \$10,000

De Anza College & Foothill College -

- L) Budget Transfer – De Anza #31 and Foothill #30

Central Services -

- M) Lionakis – Agreement for Design Professional Services – Educational Center Predesign Services at Onizuka Air Force Station - \$195,000

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:	Consolidated Engineering Laboratories
Agreement Date:	June 21, 2008
Campus:	De Anza College
Project Number:	274
Project Name:	Combined Site Improvement Phase I
Amount:	\$6,923
For:	<p>This revision for this change includes additional costs to analyze fabricated materials to be used during the construction of the project and for additional inspections. The additional inspection expenses beyond the initial forecasted inspection fees are required to support the construction schedule.</p> <p>Funding is included in the current budget.</p>
Action Requested:	Approval

CHANGE NO. 001 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 9th day of January, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories 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
Consolidated Engineering Laboratories

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)

See attached EXHIBIT C

- 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 time-and-materials basis contract with a total not-to-exceed estimate of \$21,130. Pay applications shall be submitted against the fee schedule provided in Exhibit C.
Reference project "274-Combined Site Improvements" at the top of all invoices and remit to:

GilbaneMaas Companies
c/o Irina Thornton
De Anza College
21250 Stevens Creek Blvd
Cupertino Ca. 95014

Consolidated Engineering Laboratories shall notify the Program Manager in writing when any of the following conditions are met: 1)75% of the total contract cost has been reached, 2), Consolidated Engineering Laboratories believes they have been directed to perform services which are not included in the scope of this Agreement for Services.

ORIGINAL AGREEMENT AMOUNT\$ 14,207.00 (Not to Exceed)
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ -0-
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 6,923.00
NEW TOTAL AGREEMENT AMOUNT\$ 21,130.00 (Not to Exceed)

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. MC120232

In any event, the total payment for services of contractor shall not exceed \$ 21,130.00
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 September 2, 20 12.

Contractor Signature

Date

Consolidated Engineering Laboratories

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 \$20,000

Exhibit C

SCOPE OF SERVICES AND FEE STRUCTURE

(Attachment to Agreement for Services)

1. CONTRACTOR SERVICES

This is a DSA approved project which includes work on the De Anza college campus. The construction work includes improvements to paving, landscape irrigation, planting and site lighting in various locations around the campus. Provide material testing and special inspection services for the 274-Combined Site Improvements Phase I project. Scope of services includes:

- Concrete and rebar testing on equipment pads, ramps, retaining walls and concrete flatwork as required by the construction documents
- Soils compaction testing as required for utility trenches, base, sub-base at concrete paving, walls, gutters and sidewalks
- Testing and Inspection as required of A/C paving for new driveways, walkways and parking areas
- Making, collecting and transporting of all samples for testing purposes
- Preparation of daily written reports, lab testing reports and final affidavit summarizing all tests and inspections performed. Daily and lab reports shall be furnished to the Program Manager upon request. Final geotechnical report shall be signed by registered Geotechnical Engineer

2. CONTRACTOR FEE

The contract price for services rendered shall be a negotiated time and materials NOT-TO-EXCEED price of **Twenty One Thousand One-Hundred Thirty dollars (\$21,130.00)**

Basis of Fees

Basis of Charges: The proposed unit rates will be in effect through June 30, 2012. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day, or on Saturdays	Time and One-Half
Work over 12 Hours	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$50.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number) (request six working days advanced notice)	\$250.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	5% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.55/Mile
Per-Diem, including lodging	\$90.00/Day

Schedule of Values

Fee Breakdown				
Description	Quantity	Units	Unit Rate	Total
Soils Compaction				
Technician with Nuclear Gauge	16	hrs	\$77.00	\$1,232.00
Total:				\$1,232.00
Reinforced Concrete				
Sampling and Tagging Reinforcing Steel	4	hrs	\$50.00	\$200.00
Rebar Tensile and Bend Test	4	ea	\$65.00	\$260.00
Concrete Sampling	16	hrs	\$77.00	\$1,232.00
Concrete Sampling (Saturdays)	12	hrs	\$115.50	\$1,386.00
Compression Tests (5 sets of cylinders)	16	ea	\$35.00	\$560.00
Sample Pick-ups	4	trips	\$50.00	\$200.00
Total:				\$3,838.00
Asphaltic Concrete Compaction Test				
Asphalt Paving Compaction	8	hrs	\$77.00	\$616.00
AC Hveen Max Density (Set of 5 Biscuits)	1	ea	\$500.00	\$500.00
Total:				\$1,116.00

Miscellaneous				
Over Budget Amount as of October 31, 2011	1	LS	\$737.00	\$737.00
Total:				\$737.00
Total:				\$6,923.00

3. COMPLETION SCHEDULE

(Dates shown are approximate; exact dates are subject to change by the District with no impact to fees. Contract completion date can be extended, at no additional cost by mutual agreement, for up to two additional six month periods)

-Construction Phase	2/2/12
-Closeout Phase	9/2/12

Title: Revision #02 to Agreement for Services
Vendor: Consolidated Engineering Laboratories
Agreement Date: December 6, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 9,500
For: This revision is required to provide additional funding to the Consolidated Engineering Laboratories Agreement for Services on the Mediated Learning Center project.

The scope of this revision is as follows:

- 1) Proofload testing of S-5 clips which attach the rooftop photovoltaic panels to the building structure. The testing requirement was added by DSA during construction.
- 2) Inspect additional welding of light gauge metal framing on first and second floors.
- 3) Additional torque tests at raised access floor pedestal connections. Significantly larger quantities of anchors require testing than was included in the original project proposal.
- 4) Curtainwall clip welding inspection, due to attachment design modifications during the construction phase.

The original contract duration of 12/6/2010 through 12/5/2012 remains unchanged. The total for Revision #02 is in the amount of \$9,500 on a Time & Materials Not-To-Exceed basis.

Action Requested: Approval

CHANGE NO. 02 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 9TH day of January, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories 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)

Original contract duration of 12/6/2010 through 12/5/2012 remains unchanged.

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Consolidated Engineering Laboratories

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)

This revision is required to provide additional funding to the Consolidated Engineering Laboratories Agreement for Services on the Mediated Learning Center project.

The scope of this revision is as follows:

- 1) Welding inspection of light gauge metal framing on both the first and second floor related to additional inspections and activity duration which were not anticipated at the time of proposal submission.
- 2) Additional torque testing for raised access flooring connections to first and second floor structural slabs. A significantly larger quantity of anchors require testing than was included in the original project proposal.
- 3) Curtainwall clip welding inspection, due to attachment design modifications during the construction phase.
- 4) Proofload testing of the S-5 clips which attach the rooftop photovoltaic panels to the building structure. The testing requirement was added by DSA during construction.

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

The total for Revision #02 is in the amount of \$9,500 on a Time & Materials Not-To-Exceed basis.

Standard payment terms apply

Pricing is based on Consolidated Engineering Laboratories add service request dated December 9, 2011.

ORIGINAL AGREEMENT AMOUNTS	\$111,810
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$	\$111,190
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$	\$9,500
NEW TOTAL AGREEMENT AMOUNTS	\$232,500

Foothill-DeAnza Community College District Change No. 02
To Agreement/Purchase Order No. MC-111023

In any event, the total payment for services of contractor shall not exceed \$ \$232,500 T&M NTE 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 5th, 20 12.

Contractor Signature

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: Prime Contract Change Order # 03

Vendor: Joseph J Albanese Inc.

Agreement Date: July 20, 2011

Campus: De Anza College

Project Number: 274

Project Name: Combined Site Improvements Phase I

Amount: \$ 55,314

For: Prime Contract Change Order #03 revises the original contract sum between the District and Joseph J Albanese, Inc for the following changes:

PCO #001-Closeout of Allowance #1 - Unforeseen Underground Condition, which includes PCO #108-Repair of the Planetarium Hydronic Lines, PCO #10-resetting of valve covers due to gas leak, PCO #25- concrete cap and automatic relief valve to irrigation line, PCO #91- concrete cap over gas line, PCO #109-repair of unmarked gas line, PCO #110/111-relocation of electrical boxes, PCO #97-additional valves to irrigation line, PCO #114-relocation of the sanitary sewer connection, and PCO #116-repair of skimmer lines in the Sunken Garden.

This Change Order also includes the relocation of the point of connections for the following PCOs to improve performance and usability: PCO #18-additional pressure regulators to tie in the irrigation line at the ATC, PCO #75 & #92-crosswalk power feeds, PCO #80-irrigation controller in lot A, PCO #118-replacement of drywells in the Sunken Garden, PCO #119-domestic water tie in into the fountain Vault.

This Change Order also includes PCO #120-repair of existing cracks in the Balustrade wall of the Sunken Garden, PCO #125-redesign of the Sunken Garden ADA Ramp, and PCO #52- deletion of MiraMesh planting material.

The total Change Orders to date represent 9.85% against the original contract amount. Funding is included in the current budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza
(WITH DSA Number)

274 Combined Site Improvements - Phase 1

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

Project # 274

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

Gilbane/MAAS**Date: 1/9/2012****To Contractor:**

Joseph J. Albanese, INC.
986 Walsh Avenue
Santa Clara, CA 95050

DSA Number**Project #**

274

Contract Date:

7/8/2011

Contract Number: MC120214**Change Order Number: 003****The Contract is hereby revised by the following items:**

Change Order #3: The total cost of this change order is \$55,314.00. There shall be no extension of time for this change order.

PCO	Description	Amount
001	Allowance #1 - Unforeseen Underground Conditions - OD	\$(417)
018	CCD #027, ASI #007, #012- Additional Pressure Regulators at ATC - ADDC	\$11,703
052	Deletion of Mira Mesh at F-5 - ADDC	\$(936)
075	RFI #109 - Lot A East Crosswalk Power Feeds - ADCC	\$1,260
080	CCD #020 RFI #086 - Irrigation Controller A-Lot - ADDC	\$7,947
092	CCD 23 RFI #80 - Lot A North Crosswalk power feed from Tesco panel - ADDC	\$1,473
117	Deduct for not installing removable bollards - OD	\$(1,195)
118	Add Drywells in Sunken Garden - ADDC	\$3,326
119	Fountain/Vault Domestic Water Connection - ADDC	\$2,251
120	Sunken Garden Balustrade Wall Crack Repair - OD	\$1,128
125	ADA Ramp into Sunken Garden - ADDC	\$28,774

The original Contract Value was.....	\$4,605,000
Sum of changes by prior Prime Contract Change Orders.....	\$398,404
The Contract Value prior to this Prime Contract Change Order was.....	\$5,003,404
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$55,314
The new Contract Value including this Prime Contract Change Order will be.....	\$5,058,718
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	2/2/2012

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.

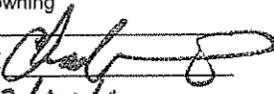
Sandis _____

ARCHITECT

936 E. Duane Avenue
Sunnyvale, CA 94612

Address

By Chad Browning

SIGNATURE **DATE** 12/14/11

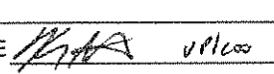
Joseph J. Albanese, INC. _____

CONTRACTOR

986 Walsh Avenue
Santa Clara, CA 95050

Address

By John Albanese

SIGNATURE **DATE** 12-14-11

Foothill-De Anza Community College District _____

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____**DATE** _____

274 - PCCOs
Detailed, Based on Unit Prices, Architect - De Anza (WITH
DSA Number)

College Approval

By Letha Jeanpierre

Signature _____

DATE _____

Title: Revision 4 to PAA C4 to Master Agreement

Vendor: Noll & Tam Architects

Agreement Date: December 06, 2007

Campus: De Anza College

Project Number: 214

Project Name: CORPORATION YARD RENOVATION

Amount: \$ 28,751

For: Basis of Additional Professional Services: 1) Professional fees were based on construction budget of \$1,796,725. Changes to project scope resulted in a higher construction estimate of \$2,452,356. Additional fees are requested to support larger project during CA.
2) Revisions to documents to define Alternate Bid for North PV Canopy.
3) Assist District with review of available documents and working with DSA to determine a plan for approval, and preparing additional documentation regarding legacy project closeout.

Action Requested: Approval

REVISION # 4 to PAA4C between Noll & Tam and FHDA dated 12/2/2011

SCOPE OF WORK:

This negotiated agreement establishes total compensation for all additional design related services, 766-214 Corporation Yard.

Revision 4:

- 1) Project scope changes resulted in a higher construction estimate. Additional fees are requested to support the larger project based on percentage increase of estimated budget. Original budget was \$1,796,725, subsequent changes to project scope resulted in a construction estimate of \$2,452,356.
- 2) Revisions to documents to define Alternate Bid for North PV Canopy.
- 3) Assist District with review of available documents and working with DSA to determine a plan for approval, and preparing additional documentation regarding legacy project closeout.

Original contract value:	\$ 136,190
New change in contract value from previous revisions	\$ 31,603
Contract value prior to this revision:	\$ 167,793
Net change in contract value due to this revision:	\$ 28,751
New contract value including this revision:	\$ 196,544

SCHEDULE:

Completion date can be extended, at no additional cost, by mutual agreement for up to two additional six month periods.

Revision agreed to by:

OWNER

Signature

Charles Allen
Executive Director of Facilities, Operations, and Construction Management
Foothill-De Anza Community College District

DESIGN PROFESSIONAL

Noll and Tam

By: _____
Chris Noll
Vice-President

architects and planners

noll & tam

PAA 4-C: Corporation Yard Modifications

Revision 4

Bid and Construction Administration Added Services

DSA Closeout, Original Building

N&T Project Number 2910.00

729 Heinz Avenue

Berkeley

CA 94710

510.649.8295

fax 510.649.3008

nollandtam.com

FEE PROPOSAL

12/2/2011 REV 12/5/2012

CONTRACT SUMMARY

Original contract value:	\$	136,190
New change in contract value from previous revisions:	\$	31,603
Contract value prior to this revision:	\$	167,793
Net change in contract value due to this revision:	\$	28,751
New contract value including this revisions:	\$	196,544

Note: Dates on PAA 4-C to be adjusted based on current bid schedule

PROFESSIONAL FEE SUMMARY - Adjustment to cost basis of Bid and CA

Noll & Tam Architects	\$	16,493
Structural Engineering - Thornton Tomasetti	\$	402
Mechanical/Electrical/Plumbing - Alfa Tech	\$	2,008
Sandis - Civil	\$	1,205
ADDITIONAL SERVICE REQUEST	\$	20,106

PROFESSIONAL FEE SUMMARY - Alternate Bid for north PV Canopy

Noll & Tam Architects	\$	2,010
Mechanical/Electrical/Plumbing - Alfa Tech	\$	2,860
ADDITIONAL SERVICE REQUEST	\$	4,870

PROFESSIONAL FEE SUMMARY - Support for DSA Closeout and Additional DSA meeting

Noll & Tam Architects	\$	3,775
ADDITIONAL SERVICE REQUEST	\$	3,775

TOTAL ADDITIONAL SERVICE REQUEST	\$	28,751
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NOLL AND TAM FEE BREAKDOWN

Phase / Task

Noll & Tam Architects	Prin	PM	Staff
	\$155	\$135	\$110
Adjustment to cost basis for Bid and CA	45.0	70.5	\$ 16,493
Alternate Bid for north PV canopy	6.0	8.0	\$ 2,010
Support for DSA closeout of original building and additional DSA meeting to obtain final signatures	20.0	5.0	\$ 3,775

Basis of Proposal

1. The professional fees for the project were based upon a budget of \$1,796,725. Subsequent changes to the project scope resulted in a higher construction estimate of \$2,452,356. Additional fees are requested to support the larger project, based on percentage increase of estimated budget.
2. The District requested that the design team prepare revisions to the documents to define an Alternate BID for the north PV canopy. This required modifications to documents already reviewed by DSA and additional electrical engineering.
3. DSA required closeout of the original building before signing off on the documents for the Corporation Yard. As currently agreed with DSA, the closeout of the original building is contingent upon replacement of the fire alarm system as part of the Corporation Yard project. Noll & Tam assisted the District by reviewing the available documents, working with DSA to determine a plan for approval, and preparing additional documentation regarding the original project.

Not included in Fee Proposal:

1. Geotechnical report
2. Any utility extension due to capacity issues and geotechnical report
3. Permit, utility, and other fees
4. Fees for phases other than those listed in the Professional Fee Summary above.
5. Design of telecommunications and security systems active equipment
6. Services, products, and meetings not described in fee breakdowns attached.
7. Meetings in addition to the meetings noted in detailed work plan
8. LEED certification is not part of this contract.

November 18, 2011

Merideth Marschak
Principal
Noll & Tam Architects
729 Heinz Avenue, #7
Berkeley, CA 94710

Regarding: Corporation Yard
De Anza College

Subject: Additional Services Proposal for
PV System modifications for Bid Alternate #1

Dear Merideth:

This is a request for additional services to our original contract for the above-mentioned project.

The additional work is for the modification of the PV system design for Bid Alternate #1. The fee also includes the DSA submission and response processes required for ASI's, Bulletins, Change Orders, etc.

The design modifications are as follows:

1. Change inverter from one 95 KW to two 50 KW inverters. Note that we will have to change manufacturer to meet the new inverter size.
2. Recalculate string number for new inverter and size.
3. Recalculate for new system input rated voltage to meet new inverter rated voltage range.
4. Recalculate PV source and output circuits and adjust DC and AC feeders and overcurrent protections – including quantities – as required.
5. Make adjustments to type and quantity of combiner boxes (DC and AC) and to the disconnects.
6. Make modifications and adjustments to the PV single line diagram in sheet PV5.1.
7. Make adjustments to the site plan sheet PV1.1.

The additional fee we are requesting is for a fixed amount of **\$2,600.00**. Please sign this document and return back to us or you can send us an amended Work Authorization Order.

This change will be tracked under the same Alfa Tech project job number but with a separate billing group. All terms and conditions of the original proposal are assumed to be unchanged and still in effect.

Please do not hesitate to contact me for any question.

Very truly yours,

ALFA TECH, INC.



James D. Pestano
Project Manager II

AGREED AND ACCEPTED:

NOLL & TAM ARCHITECTS

Signature

Name

Title

Date

cc: TG Davallou, Partner – ATCE, SF

Title: Change Order #1
Vendor: R.C. Benson & Sons, Inc.
Agreement Date: August 8, 2011
Campus: De Anza College
Project Number: 253
Project Name: ATC/S-Quad Sound Attenuation
Amount: \$50,266
For: Provide all work associated with ASI-4 to remediate mold in Rm. 54 discovered during renovation. Provide additional louvers and revise layout per ASI-3 to address size issues and available openings in the ATC Central Plant building. Install un-used acoustical panels in S-Quad Classrooms.

All changes to date are equal to 9.98% of the original construction contract. Funding for these changes is available within the current project budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

253 ATC/ S-Quad Sound Attenuation

Project # 253

Gilbane/MAAS

Tel: Fax:

Date: 11/30/2011

To Contractor:

R.C. Benson & Sons, Inc.
1959 Leghorn Street
Mountain View, CA 94043

Contract Date: 8/8/2011

Contract Number: MC120247

Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order #1: Total Amount is \$50,266. This change shall add forty-six (46) noncompensable days to the contract. Date of Substantial Completion shall be changed from Nov. 16, 2011 to Dec. 31, 2011.

PCO	Description	Amount
004	ASI 004 - Rm 54 Mold Remediation - FC	\$15,472
010	ASI#1-3 Louver Revisions - ADDC	\$33,759
012	Install Leftover Acoustical Panels - OD	\$1,035

The original Contract Value was.....	\$503,700
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$503,700
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$50,266
The new Contract Value including this Prime Contract Change Order will be.....	\$553,966
The Contract duration will be changed by.....	46 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/31/2011

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.

ARCHITECT	R.C. Benson & Sons, Inc.	Foothill-De Anza Community College District
	CONTRACTOR	OWNER
	1959 Leghorn Street	12345 El Monte Road
	Mountain View, CA 94043	Los Altos Hills, CA 94022
Address	Address	Address
By	By Richard Benson	By Charles Allen
SIGNATURE	SIGNATURE	SIGNATURE
DATE	DATE	DATE

Title: Prime Contract Change Order #07
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 17,711
For: PCCO #07 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) and includes the following:

Owner requested changes to increase building flexibility and user satisfaction based on program use: The addition of dedicated circuit outlets for laptop charging stations in four additional classrooms, relocation of electrical floor-boxes at the atrium slab, and the procurement of a typical instructional/multimedia podium mockup to confirm user satisfaction with shop fabrication and coordination with field conditions.

Architect directed changes to refine building function – relocate and provide additional Building Automation System sensors and the addition of return air grilles at the second floor to ensure proper ventilation of office spaces.

The total Change Orders to date represent -.5% 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: 1/9/2012

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: 007

The Contract is hereby revised by the following items:

PCO	Description	Amount
046	Bulletin #40 / COR 23 - \$0 Cost change. Atrium slab radiant floor electrical box location revisions. Owner directive.	\$0
065	Bulletin #58 / COR 41 - Add laptop charging capacity in (4) classrooms. Owner directive.	\$17,317
069	Bulletin #66 / COR 35 - Revise BAS sensor locations to avoid storefront & wood wall paneling. Architect directive.	\$2,556
079	RFI 598 / COR 47 - Delete factory finish kynar coating for louver pan flashing. Architect directive.	\$(4,557)
080	COR 44 - Construction of instructional podium mockup for user group review. Owner Directive	\$968
081	Bulletin #74 / COR 48 - Added return air grilles at 2nd floor office workroom ceilings to facilitate airflow. Architect directive	\$1,427

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(177,469)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,804,886
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$17,711
The new Contract Value including this Prime Contract Change Order will be.....	\$34,822,597
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

PCCO -

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

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Title: Prime Contract Change Order #04
Vendor: Valhalla Builders
Agreement Date: June 17, 2011
Campus: De Anza College
Project Number: 256
Project Name: CAMPUS CENTER RENOVATION PHASE II
Amount: \$ 13,438

For: Prime Contract Change Order #04 – Miscellaneous construction change orders at the Campus Center lower level student chambers, to improve facility performance and maintainability.
CCD#14 – 3 Phase Power to the Operable Wall Motors, RFI#087 - discovered conditions;
CCD#15 – Heat Pump Controls ASI#013 – improvement in facilities performance and maintainability.

The total Change Orders to date represent 1.79% 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: 12/8/2011
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: 004

The Contract is hereby revised by the following items:

Change Order #4: Total Amount is \$13,438.00. There shall be no extension of contract time for this change order.

PCO	Description	Amount
014	3 Phase Power to the Operable Wall Motors, RFI#087	\$4,661
015	Heat Pump Controls ASI#013	\$8,777

The original Contract Value was.....	\$1,532,275
Sum of changes by prior Prime Contract Change Orders.....	\$14,015
The Contract Value prior to this Prime Contract Change Order was.....	\$1,546,290
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$13,438
The new Contract Value including this Prime Contract Change Order will be.....	\$1,559,728
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.

Noll and Tam Architects and Planners

Valhalla Builders

Foothill-De Anza Community College
District

ARCHITECT
729 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 Leifheit

Address
By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Revision #2
Vendor: Allana Buick & Bers, Inc.
Agreement Date: August 31, 2010
Campus: Foothill College
Project Number: 100
Project Name: Building 3500 Glu-Lam Beam and Gutter Repair
Amount: \$1,600.00
For: Additional structural review and construction administration services for unforeseen structural issues in the building.

The funding is included in the current budget.

Action Requested: Ratification

Revision #2 to PO # MC110475

Revision #1 to Standard Agreement PO# MC11045 dated August 31, 2010 between Foothill-De Anza Community College District and Allana Buick & Bers, Inc. for Measure C Project #100G Building 3500 Glu-Lam and Gutter Repair.

AMENDMENT DATE: 08/31/10

SCOPE OF WORK:

Allana Buick & Bers, Inc. provided the additional structural review and construction administration services to answer four (4) structural related RFIs including couple times of site visit.

COMPENSATION:

Original Contract value including Reimbursables:	\$ 35,965.00
Net change in contract value due to this Revision #1:	\$ <u>1,600.00</u>
New contract value including this Revision and Reimbursables:	\$ 37,565.00

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

Eugene Buick
Principal and CO
Allana Buick & Bers, Inc.

Title: Change Order #3
Vendor: Ralph Larsen & Son, Inc.
Agreement Date: August 1, 2011
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$33,762.00
For: District-directed change to a higher-quality finish on roof flashing;
architect-directed changes to add an electrical circuit breaker, additional
structural steel and HVAC modifications; removal of additional asbestos
discovered during construction; and a credit for deletion of unneeded
maintenance tie-offs at roof.

This change represents 1.32% of the contract value.

Total project changes represent 3.47% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 12/9/2011
To Contractor:
Ralph Larsen & Son, Inc.
300 8th Avenue
San Mateo, CA 94401

DSA Number 01-111842
Architect's Project
Contract Date:
Contract Number: MC120245
Change Order Number: 003

The Contract is hereby revised by the following items:

Project #120 - Smithwick Theater - CO #3

PCO	Description	Amount
005	Provide the credit of the fall protection on the roof requested by the District.	\$(3,229)
017	Provide labor and materials to add a 800 AMP breaker to panel 2H8 per submittal #4 response by electrical engineer.	\$3,744
026	Provide labor to remove the unforeseen asbestos containing acoustical plaster overspray from the ceiling system components as requested by the District.	\$13,131
027	Fabricate additional 4 custom steel hangers to E Trusses at the column line 3 & 4 per RFI 59 per structural engineer.	\$3,742
028	Provide labor and materials to change the GSM flashing material into 24 GA inodized aluminium with dark bronze Kynar coating to match the District standard as requested by District (CCD #1).	\$4,030
029	Additional mechanical materials include louvers, fabric blade barometric dampers and return air grilles per IB No. 1 issued by the architect.	\$12,344

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$55,152
The Contract Value prior to this Prime Contract Change Order was.....	\$2,615,152
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$33,762
The new Contract Value including this Prime Contract Change Order will be.....	\$2,648,914
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/28/2012

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.

HMC Architects
ARCHITECT
1570 The Alameda, Suite 330
San Jose, CA 95126
Address
By Gene Ely
SIGNATURE
DATE

Ralph Larsen & Son, Inc.
CONTRACTOR
300 8th Avenue
San Mateo, CA 94401
Address
By Barrie Solomon
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:

Title: Change Order #7

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: \$ 71,253.00

For: Electrical changes due to additional PG&E and code requirements at main switchboard and Building 5200; added owner-requested lighting at main switchboard; site changes at new ADA ramp due to code requirements; minor sitework items; and credit to the District related to door hardware and bollards.

This change plus all previously approved change orders equal 3.9% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 12/12/2011

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: 007

The Contract is hereby revised by the following items:

CHANGE ORDER #07 - JANUARY 09 2012 BOT

PCO	Description	Amount
031	[TPCO #054-R1] - DEDUCTIVE Labor to Install Door Hardware	\$(4,645)
043	[TPCO #033-R4] Bulletin #9/RFI #101 E8 ADA Ramp Extension	\$18,949
049	[TPCO #041-R4] Bulletin #8-R1 MSB1 Code Clearance Re-orientation	\$34,398
054	[TPCO #046] RFI #97 Heading ME4 Additional PG&E Rqmts for MSB1, Including RFI #080	\$13,139
058	[TPCO #052] RFI #074 Deletion of TPB 7.17 with Added Trenching to, HD TPB	\$0
059	[TPCO #053] Photocells at Lampposts	\$350
061	[TPCO #056-R1] Bldg. 5200 - Demo of (E) Transformer/Switch for Code Clearance	\$6,257
062	[TPCO #057-R1] MSB1 - Installation of Wall Pack Light Fixtures at Fence	\$4,434
063	[TPCO #058] DEDUCTIVE - MSB1/MSB2 Bollards	\$(2,392)
064	[TPCO #059] Redwood Header Board at Decomposed Granite Sites	\$863

The original Contract Value was.....	\$4,616,000
Sum of changes by prior Prime Contract Change Orders.....	\$110,414
The Contract Value prior to this Prime Contract Change Order was.....	\$4,726,414
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$71,253
The new Contract Value including this Prime Contract Change Order will be.....	\$4,797,667
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: Revision #6 to PAA F-WRNS-1B
Vendor: WRNS Studio, LLP
Agreement Date: October 6, 2009
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$10,000
For: Architectural design services to redesign the stairs leading from Lot 2/3 to the upper campus due to a conflict with underground electrical and telecommunications vaults.

The funding is included in the current budget.

Action Requested: Ratification

Revision #6 to PAA F-WRNS-1B

Revision #6 to Project Authorization Amendment F-WRNS-1B dated October 6, 2009 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 144 – Central Campus Site Improvements.

SCOPE OF SERVICES:

Revise the design, configuration, and documentation of the Northern Threshold Steps to avoid relocating the existing 12KV electrical vault.

COMPENSATION:

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 79,090.00
Net change in contract value due to this Revision #6:	<u>\$ 10,000.00</u>
New contract value including this revision plus Reimbursables:	\$ 771,090.00

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

Wright Sherman 12.6.11
Signature

Wright Sherman
Associate Partner
WRNS Studio, LLP

Title: Measure C Project List Revision with De Anza Budget Transfer #31 and
 Vendor: Foothill Budget Transfer #30.
 Agreement Date: N/A
 Campus: N/A
 Project Number: Foothill College and De Anza College
 Project Name: N/A
 Amount: N/A
 For: N/A

This revision is required to implement project planning efforts on behalf of the Bond Management Team to plan and prioritize project scopes and funding at De Anza College and Foothill College.

De Anza College requests that the name of Project 239 - Refinish Exterior of Flint Center Parking Garage be changed to Project 239 – Flint Parking Structure Repairs to better describe the project scope of work.

De Anza Budget Transfer #31 includes the following actions:

- Transfer \$4,476,622 out of Project 200 – Scheduled Maintenance into the following projects: \$4,243,432 into Project 239 – Refinish Exterior of Flint Center Parking Garage to augment funding for identified facility repairs and \$233,190 into Project 201 – A-8 to increase the project budget for flat roof repairs.
- Transfer \$886,508 out of Project 261 – Mediated Learning Center due to projected savings in the project budget. Budget is transferred into the following projects: \$200,000 into Project 214 – Corporation Yard to augment funding of that project, \$544,000 into Project 247 – G Building to complete the refund of that project budget for funds borrowed for Project 251 – Install Photovoltaic and \$142,508 into Project 701 – Furniture & Equipment to complete the refund of that project budget for funds borrowed for Project 251 – Install Photovoltaic.
- Transfer \$400,000 out of Project 226 – Campus Wide Replacement / Repair of Interior and Exterior Finishes into Project 214 – Corporation Yard to augment funding of that project.
- Transfer \$205,901 of accrued receivable interest earned revenue for the Fourth Quarter of Fiscal Year 2010/2011 into Project 701 – Furniture & Equipment to complete the refund of that project budget for funds borrowed for Project 251 – Install Photovoltaic.
- Transfer \$200,000 of Project 299 - De Anza Program Contingency into Project 251 – Install Photovoltaic to augment funds for completion of that project.

Foothill Budget Transfer #30 places \$205,901.29 of interest earned in Quarter 4 Fiscal Year 2010-2011 (Accrual Receivable) to Project #199, Foothill Program Contingency

Action Requested: Approval



Foothill-DeAnza Community College District
FACILITIES, OPERATIONS & CONSTRUCTION
MANAGEMENT

MEASURE C BUDGET TRANSFER

Campus: De Anza College

Transfer Number: 31

BoT Date: 1/9/12

Transfer Type: Project to Project
Revenue to Project

Explanation:

- 1 Transfer \$4,476,622 from Project 200 into Project 239 and 201 to fund the projects.
- 2 Transfer \$400,000 from Project 226 into Project 214 to fund the project.
- 3 Transfer \$200,000 from Project 261 into Project 214 to fund the project.
- 4 Transfer \$544,000 from Project 261 into Project 247 to pay back total previous borrowing - Reference DA BT#26.
- 5 Transfer \$200,000 from Project 299 into Project 251C to fund the project.
- 6 Transfer \$142,507.84 from Project 261 into Project 701 to pay back total previous borrowing - Reference DA BT #26.
- 7 Transfer the amount of \$205,901.29 for 4th quarter FY 2010/2011 accrual receivable interest earned revenue to Project 701 to pay back total previous borrowing - Reference DA BT #26.
- 8 239 Project name change from "Refinish Exterior of Flint Center Parking Garage " to "Flint Parking Structure Repairs" to better describe the project scope of work.

Budget Transfer Summary:

Fund	Project	Campus	Project Name	Current Budget	Transfer Amount	Revised Budget
Projects Related to Furniture & Equipment						
456701	701	DA	Furniture and Equipment	\$ 21,815,925	\$ 348,409	\$ 22,164,334
Sub-total Furniture & Equipment				\$ 21,815,925	\$ 348,409	\$ 22,164,334
Projects Related to Scheduled Maintenance						
454200	200	DA	Scheduled Maintenance	\$ 9,676,979	\$ (4,476,622)	\$ 5,200,357
Sub-total Scheduled Maintenance				\$ 9,676,979	\$ (4,476,622)	\$ 5,200,357
Projects Related to Maintenance & Renovation						
453201	201	DA	A8	\$ 290,635	\$ 233,190	\$ 523,825
453214	214	DA	Corporation Yard	\$ 2,802,709	\$ 600,000	\$ 3,402,709
455226	226	DA	Campus Wide Replacement/Repair of Interior	\$ 1,714,896	\$ (400,000)	\$ 1,314,896
455239	239	DA	Refinish Exterior of Flint Center Parking	\$ 926,530	\$ 4,243,432	\$ 5,169,962
453247	247	DA	G-Building	\$ 394,265	\$ 544,000	\$ 938,265
Sub-total Maintenance & Renovation				\$ 6,129,035	\$ 5,220,622	\$ 11,349,657
Projects Related to Large Capital Projects						
451261	261	DA	Mediated Learning Center	\$ 53,969,602	\$ (886,508)	\$ 53,083,095
Sub-total Large Capital				\$ 53,969,602	\$ (886,508)	\$ 53,083,095
Projects Related to Small Capital Projects						
452251	251	DA	Install Photovoltaic	\$ 11,493,962	\$ 200,000	\$ 11,693,962
Sub-total Small Capital				\$ 11,493,962	\$ 200,000	\$ 11,693,962
Projects Related to Other Projects						
458299	299	DA	DA Program Contingency	\$ 7,879,166	\$ (200,000)	\$ 7,679,166
Sub-total Other				\$ 7,879,166	\$ (200,000)	\$ 7,679,166
Revenue to Projects						
465901	901	DA	Measure C Interest Earned Series A	\$ 109,373	\$ (109,373)	\$ -
465902	902	DA	Measure C Interest Earned Series B	\$ 57,976	\$ (57,976)	\$ -
465903	903	DA	Measure C Interest Earned Series C	\$ 38,553	\$ (38,553)	\$ -
Sub-total Revenue				\$ 205,901	\$ (205,901)	\$ -
Total				\$ 111,170,571	\$ 0.00	\$ 111,170,571

Campus Approval

District Approval

Program Manager Approval

DA = De Anza
FH = Foothill
CS = District/Central Services



Foothill-DeAnza Community College District
FACILITIES, OPERATIONS & CONSTRUCTION
MANAGEMENT

MEASURE C BUDGET TRANSFER

Campus: Foothill College

Transfer Number: 30

BoT Date: 1/9/12

Transfer Type: Revenue to Program

Explanation: To transfer 4th quarter fiscal year 2010/2011 (accrual receivable) interest earned revenue to Foothill Program Contingency.

Budget Transfer Summary:

Account	Project	Campus	Project Name	Current Budget	Transfer Amount	Revised Budget
Revenue (Interest Earned)						
465902	902	FH	Measure C Interest Series B	\$ 167,349	\$ (167,349)	\$ -
465903	903	FH	Measure C Interest Series C	\$ 38,553	\$ (38,553)	\$ -
sub-total Revenue				\$ 205,901	\$ (205,901)	\$ -
Other Projects						
448199	199	FH	Foothill Program Contingency	\$ 11,625,095	\$ 205,901	\$ 11,830,996
sub-total Other Projects				\$ 11,625,095	\$ 205,901	\$ 11,830,996
Total				\$ 11,830,996	\$ 0	\$ 11,830,996

Campus Approval

District Approval

Program Manager Approval

DA = De Anza
FH = Foothill
CS = District/Central Services

Measure C Project List 01/09/2012 Board Meeting

Category/Project Description		Revised Totals Oct 03, 2011	Totals 09, 2012	Jan 2012	Differential	Reason for Adjustment
Projects related to Technology Master Plan						
Furniture and Equipment (excluding Tech related Equipment)						
701	De Anza	21,787,203	22,135,612			Q4 FY2010/2011 (accrual receivable) Interest Earned Allocation (Series A 109,373.11, Series B 57,975.65 & Series C 38,552.53) and portion of budget from Project 261
601	Foothill	15,963,009	15,963,009			
					348,409	
	Total Instructional Equipment (Excluding Technology related equipment)	37,750,212	38,098,621		348,409	See DA above for increase
Technology related equipment						
De Anza						
711	Desktops	14,971,179	14,971,179			-
712	Printers	1,881,026	1,881,026			-
713	Refresh Multi media rooms	1,999,215	1,999,215			-
714	New multi media, then refresh	2,116,816	2,116,816			-
715	AV/Low Tech	322,661	322,661			-
Foothill						
611	Desktops	11,066,606	11,066,606			-
612	Printers	535,620	535,620			-
613	Refresh Multi media rooms	1,152,489	1,152,489			-
614	New multi media, then refresh	3,034,102	3,034,102			-
615	AV/Low Tech	147,742	147,742			-
District						
430	Desktops	1,094,500	1,094,500			-
431	Printers	52,973	52,973			-
District ETS						
301	Phone equipment	2,978,797	2,978,797			-
310	Network and Security	3,707,924	3,707,924			-
320	Consultants spec network routers	262,642	262,642			-
330	Labor to refresh computers	1,764,013	1,764,013			-
340	Labor to install network equip/routers etc	705,605	705,605			-
350	Replace ERP	11,964,758	11,964,758			-
360	Server refresh	2,022,970	2,022,970			-
370	Server growth	156,801	156,801			-
380	Pay off existing loan	-	-			-
454	Wireless Infrastructure	866,043	866,043			-
299	Wireless Infrastructure- Phase II & III	935,794	935,794			-
	Total Technology Related Equipment	63,740,276	63,740,276			-
400	District vehicles	3,762,940	3,762,940			-
	Total Technology, Instructional Equipment and Vehicles	105,253,428	105,601,837		348,409	See DA above for increase

Measure C Project List 01/09/2012 Board Meeting

	Category/Project Description	Revised Totals Oct 03, 2011	Totals 09, 2012	Jan 2012	Differential	Reason for Adjustment
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Projects related to Facilities Master Plan

Large Capital Projects Foothill

160	North-slope - Science-Bldg Physical Sciences & Engineering Center - 56,985 GSF	60,015,002	60,015,002	-		
160	Group II Equip	1,819,229	1,819,229	-		
162	Parking and Circulation (Parking-Structure)	10,253,026	10,253,026	-		
172	Environmental Impact Report (EIR)	400,000	400,000	-		
171	Loop Road Re-Alignment & Pedestrian Safety Improv.	1,795,000	1,795,000	-		
	Total Large Cap Foothill	74,282,257	74,282,257	-		
	De Anza					
261	Mediated Learning Center G#-54-583-GSF	53,969,602	53,083,094		(886,508)	Portion of budget reallocated to Projects 247 and 701
261	Group II Equip	2,066,272	2,066,272	-		
265	Parking and Circulation (Parking-Structure)	-	-	-		
272	Environmental Impact Report (EIR)	43,233	43,233	-		
	Total Large Cap De Anza	56,079,107	55,192,599		(886,508)	See DA above for decrease
	District					
403	Data Center "C" District-Office/Data-Ctr/Renovation	9,558,723	9,558,723	-		
403	Group II Equip	2,115,794	2,115,794	-		
	Total Large Cap District	11,674,517	11,674,517	-		
801	Property Acquisition	38,000,000	38,000,000	-		
	Total Large Capital Projects	180,035,881	179,149,374		(886,508)	See DA above for decrease

Projects related to Maintenance & Renovation

"Scheduled Maintenance" (District match & state supported projects)

100	Foothill	10,160,088	10,160,088	-		
200	De Anza	9,676,979	5,200,357		(4,476,622)	Portion of budget reallocated to Projects 239 & 201
	Total "Scheduled Maintenance"	19,837,067	15,360,445		(4,476,622)	See DA above for decrease

	Renovation Projects - "E" Completion - 5 year time line					
	Foothill					
101	Forum	3,970,802	3,970,802	-		
102	Biology (Future Home-of-Adaptive-Learning)	3,054,731	3,054,731	-		
103	Convert to Adaptive Learning Center	-	-	-		
104	General Classrooms	-	-	-		

Measure C Project List 01/09/2012 Board Meeting

	Category/Project Description	Revised Totals Oct 03, 2011	Totals 09, 2012	Jan Differential	Reason for Adjustment
105	Modernization of Learning Support Center and General Classrooms	8,911,213	8,911,213	-	
106	Modernization of Building 5700 Radio Station (Ornamental Horticulture)	816,568	816,568	-	
163	LA Division Office/Classrooms	490,611	490,611	-	
107	Language Lab	-	-	-	
108	General Classrooms	-	-	-	
109	Physical Education Lab Space	1,410,179	1,410,179	-	
110	LA General Classrooms	3,150,779	3,150,779	-	
111	Swing Space	1,658,216	1,658,216	-	
112	Modernization of Administration Building and General Classrooms	7,673,572	7,673,572	-	
114	Lot 2 & 3 Security Improvements	-	-	-	
116	Japanese Cultural Center	133,294	133,294	-	
117	Renovate Existing Footbridge	253,693	253,693	-	
118	Storage Bldg at Swim Pool Area	195,440	195,440	-	
119	Tennis Court improvements	274,247	274,247	-	
120	Smithwick Theater	4,912,217	4,912,217	-	
121	Library & ISC	5,037,562	5,037,562	-	
122	TV Center	-	-	-	
142	Reconstruct Soccer and Softball and Baseball Fields Complex	4,574,799	4,574,799	-	
151	Wireless Infrastructure	-	-	-	
153	Dental Hygiene/Radiology Renovation (Replace Dental Chairs Building 5300)	254,814	254,814	-	
147	Ornamental Horticulture & Veterinary Technology Demo	182,567	182,567	-	
148	Ornamental Horticulture	-	-	-	
149	Veterinary Technology	150,002	150,002	-	
	Choral Rehearsal Hall	-	-	-	
	Total Foothill Renovation Projects	47,105,306	47,105,306		
	De Anza				
201	Renovation of Television Studio A8	290,635	523,825	233,190	Portion of budget reallocated from Project 200
202	Renovation of Data Center	363,717	363,717	-	
203	Conversion of Old Beekstere Baldwin Winery & East Cottage "Historic Renovation"	6,562,531	6,562,531	-	
204	PE Quad Breezeway	-	-	-	
205	Renovate Seminar Building & Multicultural Center	5,093,227	5,093,227	-	
206	Stadium and Track	7,621,253	7,621,253	-	
207	Demolition of Staff House	-	-	-	
208	Phase II - Renovation of A9	-	-	-	
213	East Cottage "Historic Renovation"	-	-	-	
214	Renovation & Addition to Corporation Yard	2,802,709	3,402,709	600,000	Portion of budget reallocated from Project 226 and 261
216	Learning Center	3,839,743	3,839,743	-	
218	Signage and Wayfinding	826,548	826,548	-	
219	Irrigation - Branches	-	-	-	
221	Landscaping Phase II	-	-	-	
222	Campus Exterior Lighting Phase II	-	-	-	
228	Resurface Parking Lots E & I	439,291	439,291	-	
229	Upgrade Shade Structure	405,356	405,356	-	
230	Environmental Studies Area	-	-	-	
235	Sunken Garden	-	-	-	
	Repair Stone Pavers in Court Yards	-	-	-	

Measure C Project List 01/09/2012 Board Meeting

	Category/Project Description	Revised Totals Oct 03, 2011	Totals 09, 2012	Jan 09, 2012	Differential	Reason for Adjustment
245	Renovation of ATC	10,722,404		10,722,404	-	
248	Perimeter Road	868,703		868,703	-	
249	Renovate Baseball & Softball Fields	-		-	-	
250	ADA Transition Plan	-		-	-	
255	Renovation and Expansion of Auto Technology	4,084,329		4,084,329	-	
256	Reconfiguration of Campus Center Basement Phase II	2,283,675		2,283,675	-	
258	Reconfiguration of Multicultural Center	-		-	-	
259	Renovation of Admin. Phase II	-		-	-	
263	Swing Space	1,577,207		1,577,207	-	
247	Install Roof on G Wing Building	394,265		938,265	544,000	Portion of budget reallocated from Project 261
271	Forum Renovation of Forum Building	2,155,798		2,155,798	-	
210	Asphalt Walks	-		-	-	
211	L-Quad Seating	158,918		158,918	-	
212	Master Landscaping (Phase I)	-		-	-	
215	Signage (Phase I)	671,069		671,069	-	
224	Campus Site Lighting (Phase I)	662,686		662,686	-	
225	Campuswide Electronic Locks	665,500		665,500	-	
274	Combined Site Improvements	9,272,710		9,272,710	-	
Total De Anza Renovation Projects		61,742,275	63,119,465		1,377,190	See DA above for increase
Total Renovation Projects		108,847,581	110,224,771		1,377,190	See DA above for increase
Maintenance Projects - "E" Completion - 5 year time line						
Foothill						
123	Campus Wide Building System & Infrastructure					
	Repairs/Upgrades Campus Wide Replacement of Exterior and Interior Finishes					
	Loop Road Lighting & Safety	620,727		620,727	-	
124	ADA Transition Plan	11,033		11,033	-	
125	Lot 4	1,203		1,203	-	
126	Lot 5 & 6	-		-	-	
127	Complete Lot 1H	11,459		11,459	-	
128	Mainline Irrigation - Phase II	-		-	-	
129	Utility Lids - Phase II	158,942		158,942	-	
130	Exterior Lighting	572,117		572,117	-	
131	Loop Road Resurfacing	-		-	-	
132	Campus Fountains	926,530		926,530	-	
133	Exterior Signage	-		-	-	
134	Utility and Technology Infrastructure	447,530		447,530	-	
135	Replace Storm Drains	8,758,324		8,758,324	-	
136	Tree Maintenance and Replacement	-		-	-	
137	Slurry Coat and Re-stripe Lots 2 & 3	-		-	-	
138	Widen Access Road to PE	-		-	-	
139	Bird Remediation	-		-	-	
141	Replace Walkways	231,633		231,633	-	
143	Central Campus Site Improvements	106,320		106,320	-	
144	Fire Alarm System Replacements Phase II	7,812,692		7,812,692	-	
161		1,629,162		1,629,162	-	
Total Foothill Maintenance Projects		21,287,673	21,287,673			
De Anza						
204	PE Quad Breezeway	-		-	-	
218	Signage and Wayfinding	-		-	-	
219	Irrigation - Branches	-		-	-	

Measure C Project List 01/09/2012 Board Meeting

	Category/Project Description	Revised Totals Oct 03, 2011	Totals 09, 2012	Jan Differential	Reason for Adjustment
220	Landscaping Phase II	-	-	-	
221	Campus Exterior Lighting Phase II	-	-	-	
222	Resurface Parking Lots E & I	-	-	-	
226	Campus Wide Replacement/Repair of Interior and Exterior Finishes	1,714,896	1,314,896	(400,000)	Portion of budget reallocated to Project 214
228	CDC Playground Maintenance & Upgrade Shade Structure	-	-	-	
229	Environmental Studies Area	-	-	-	
230	Sunken Garden	-	-	-	
233	Slip Line Storm Drain Main Lines	-	-	-	
235	Repair Stone Pavers in Court Yards	-	-	-	
236	Repair Tile Roofs	5,442,768	5,442,768	-	
238	Slurry Seal Lots A, B, and Flint Center Parking Garage	-	-	-	
239	Refinish Exterior of Flint Center Parking Garage Flint Parking Structure Repairs	926,530	5,169,982	4,243,432	Portion of budget reallocated from Project 200 and Name change
241	S2-S6 Phase II - Utility Master Plan - Phase I	14,854,708	14,854,708	-	
242	L5 Central Plant	-	-	-	
248	Perimeter Road	-	-	-	
250	ADA Transition Plan	-	-	-	
252	Elevator Upgrades - Campus Wide	855,795	855,795	-	
254	Fire Alarm System Replacements Phase II	353,162	353,162	-	
264	Window Replacement Campus-wide	1,563,101	1,563,101	-	
227	PE-Quad Roof and Trellis Repair: PE1-2-6 and S7-8	1,577,599	1,577,599	-	
273					
Total De Anza Maintenance Projects		27,288,559	31,131,991	3,843,432	See DA above for increase
401	District	-	-	-	
402	Grounds and Landscaping	-	-	-	
	Repairs & Resurfacing of Roads & Parking	572,692	572,692	-	
Total District Maintenance Projects		572,692	572,692	-	
Total Maintenance Projects		49,148,924	52,992,356	3,843,432	See DA above for increase
Small Capital Projects - 5 year time line					
113	Foothill				
115	Reconstruction of Stadium Bleachers & Press Box.	1,778,215	1,778,215	-	
154	FAPPS Complex	1,378,567	1,378,567	-	
155	Install Photovoltaic Arrays - Campus Wide	11,807,335	11,807,335	-	
	Pedestrian Bridge Lot 1	-	-	-	
Total Foothill Small Cap Projects		14,964,117	14,964,117	-	
209	De Anza				
217	Wireless Infrastructure- Phase II & III	-	-	-	
223	Secured bicycle storage for students	227,117	227,117	-	
251	Construct Parking Lot K	-	-	-	
253	Install Photovoltaic Arrays - Campus Wide	11,493,963	11,693,963	200,000	Portion of budget reallocated from Project 299.
	ATC Central Plant Sound Attenuation Construct New Amphitheater/Euphrat Garden	811,358	811,358	-	
254	Construct New Covered Gathering Area	-	-	-	
257	Financial Aid Outreach Office	-	-	-	
260	Construct New Transit Center	18,319	18,319	-	
262	Planetarium Expansion	-	-	-	

Measure C Project List

01/09/2012 Board Meeting

	Category/Project Description	Revised Totals Oct 03, 2011	Totals 09, 2012	Jan 2012	Differential	Reason for Adjustment
	Total De Anza Small Cap Projects	12,550,757	12,750,757		200,000	See DA above for increase
	Total Small Capital Projects	27,514,874	27,714,874		200,000	See DA above for increase
	Total Maintenance & Renovation	205,348,446	206,292,446		944,000	See DA above for increase
	Other projects					
910	Pay off existing debt	-	-	-	-	
599	Catastrophic Contingency	7,052,194	7,052,194		-	
499	District Program Contingency	1,139,813	1,139,813		-	
899	District Program Contingency - Property Acquisition	2,000,000	2,000,000			
199	Foothill Program Contingency	11,625,095	11,830,996		205,901	Q4 FY 2010/2011 (accrual receivable) Interest Earned Allocation (Series B, 167,348.77 & Series C, 38,552.52)
299	De Anza Program Contingency	7,879,166	7,679,166		(200,000)	Portion of budget reallocated to Project 251
	Total Other	29,696,268	29,702,170		5,901	See DA above for decrease & FH above for increase
Total		520,334,023	520,745,826		411,803	See DA & FH above for increase

Title: Educational Center Architect Selection & Pre-design Services Agreement

Vendor: Lionakis

Agreement Date: January 10, 2012

Campus: Central Services

Project Number: 801

Project Name: Property Acquisition

Amount: \$195,000

For: On August 26, 2011 the District issued Request for Qualifications (RFQ) #1411 for Architect-Engineer Services. The intent of the RFQ was to select the architectural firm to provide pre-design, programming and project design services for the Educational Center proposed to be located at the former Onizuka Air Station site (Measure C Central Services Project #801, Property Acquisition).

The RFQ was advertised on Bidnet and local firms thought to be qualified were contacted directly and encouraged to apply. On September 27, 2011, the District received responses to the RFQ from eighteen firms. A selection committee, comprised of Foothill College/Middlefield, District and Gilbane-Maas personnel, reviewed the responses and conducted interviews with four top-ranked firms:

Lionakis
Ratcliff
tBP
Woods Bagot / K2A

Lionakis and their team of sub-consultants was identified by the selection committee to be preferred firm for providing design services for the project, based upon their experience, qualifications and the strength of their team.

This Agreement for Design Professional Services in an amount not to exceed \$195,000 allows Lionakis to proceed with pre-design services in preparation for programming and design of the project. The services include project management, gathering and reviewing background documents, project program validation, and preparation of a feasibility study to consider reuse of existing site elements.

Action Requested: Approval

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 10th day of January, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and LIONAKIS 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 \$ 195,000.00.
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 January 10, 2012 through February 15, 2013 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 # 801 DESIGN FIRM LIONAKIS
BRIEF DESCRIPTION OF TYPE OF SERVICE Educational Center Predesign Services

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.

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.

*****Page 3 of 6

PROJECT # 801 DESIGN FIRM LIONAKIS
BRIEF DESCRIPTION OF TYPE OF SERVICE Educational Center Predesign Services

Foothill-DeAnza Community College District

January 24, 2012

Authorized Design Professional Signature

Date

Print Name

Lionkis

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, Executive Director

Title

12345 El Monte Road

Address

Los Altos Hills, California 94022

January 9, 2012

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Predesign Services

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and LIONAKIS

_____, 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 \$ 195,000.00 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 February 15, 2013.

*****Page 5 of 6

PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Predesign Services

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

Design Professional 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.

Design Professional 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 Design Professional 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 Design Professional's further work under this Agreement.

Page 6 of 6

PROJECT # 801 DESIGN FIRM Lionakis

BRIEF DESCRIPTION OF TYPE OF SERVICE Educational Center Predesign Services

Exhibit "B" to Agreement for Design Professional Services

SCOPE OF SERVICES & PAYMENT

I. GENERAL

- A. This Agreement provides for consulting services by the Design Professional for predesign services in preparation for the development and design of the Foothill-De Anza Educational Center at the Onizuka Air Force Station in Sunnyvale, California (the "Project").
- B. The Design Professional shall be hereinafter referred to as "Lionakis."

II. SCOPE OF SERVICES

Lionakis shall provide the following services:

- A. Develop a Project Development Work Plan
 - 1. Develop a written plan for tasks and sub-tasks needed to proceed with development and design of the Project, including the following elements and others anticipated by the District, College and Lionakis to affect the Project.
 - a. State Community College Chancellor's Office reviews and approvals
 - b. City of Sunnyvale actions, reviews and approvals
 - c. Environmental document preparation and approvals (EIR)
 - d. Title transfer to District (including Public Benefit Conveyance)
 - e. Inter-district agreements
 - f. Design and activities in preparation for design (including reuse study, historical preservation, hazardous materials studies, surveys, geotechnical report.)
 - g. Contractor selection for lease-leaseback delivery method
 - h. Construction permits/approvals
 - i. District Board of Trustees presentations and approvals
 - 2. Develop a graphic schedule for the Work Plan that includes pre-design tasks and proposed durations for programming and demolition/Project design, and that clearly indicates who is responsible for each task in the Work Plan. Update the Plan on a regular basis as needed to manage the Work Plan.
- B. Execute the Work Plan
 - 1. Provide project management and design staff as needed to complete tasks that are the responsibility of Lionakis.

2. Provide sub-consultants under contract to Lionakis for Work Plan tasks, except those provided by the District as listed in Section III of this Agreement. Anticipated sub-consultants needed for the work, and included in this scope of services, include:

- Structural engineer (reuse study) - Lionakis
- Estimator (reuse study) – Cummings Corp.
- Civil Engineer (demolition studies) – BKF Engineers
- Sustainability (Reuse Study) – Lionakis
- Planning Consultant (Entitlements) – Lionakis
- Interiors (Reuse Study) – Lionakis
- Mechanical Engineer – Reuse Study) – Interface Engineers
- Electrical Engineers (reuse Study) – IdeAs Engineers

C. Meet and Confer with District, College, Local & State Authorities

1. In order to complete Work Plan activities, propose meeting times and locations and confirm availability of attendees to ensure that meetings achieve their intended purpose.
2. Meet and confer with entities needed to perform the services of this Agreement, including but not limited to those listed below:
 - a. District staff, College staff and faculty, and other academic entities having interest in the project
 - b. Local jurisdictions, to include City of Sunnyvale, Santa Clara County and regional authorities
 - c. California Community College Chancellor's Office as needed to receive all approvals from that organization
 - d. Division of the State Architect and its related authorities
 - e. Other Agencies or Organizations; Local Fire Authority, Caltrans, College Consultants, BRAC Specialist, Moffit Park Developers, California Geological Services and others.
3. Prepare and distribute meeting minutes to attendees.
4. Attend and/or present information at meetings of the District's Board of Trustees, as requested by the District.
5. Attend meetings with other organizations as requested by the District.

D. State Chancellor Approvals

1. Prepare documents required for approvals associated with Educational Center status/transfer from Cubberley to Onizuka that are required by the State Chancellor's Office, and coordinate directly with State Chancellor's Office as directed by the District.

E. Gather and Review Documents

1. Gather applicable background and governing documents from the District, College, City, Chancellor's Office, Air Force and other agencies. Archive documents in an organized manner and provide one copy to the District, preferably in electronic format.
2. Review available documents pertaining to the Project.

F. Prepare Reuse Feasibility Study

1. Prepare an analysis on the feasibility of reusing portions of existing construction that could be integrated into the Project, summarized in a brief report. For elements that could be reused:
 - a. Provide an analysis of how the reused elements could be integrated into the Project
 - b. Provide an analysis of gaining acceptance from DSA for such reuse
 - c. Provide an economic analysis comparing cost of reuse with alternative new construction
 - d. Identify artwork and historic artifacts to be reused/relocated

G. Validate Project Program

1. Review existing project programming documents and meet with District and College staff and faculty to validate its accuracy.
2. Summarize changes or additions required to existing programming in preparation for completing programming documentation.

H. Assist District in Coordination of District's Consultants

1. Assist the District in coordinating its consultants if such coordination is assigned to Lionakis by the Work Plan.
2. Assist in defining the scope of the work of the District's geotechnical consultant and review geotechnical reports prepared by the consultant for applicability to the project design.
3. Assist in defining the scope of the work of the District's environmental consultant who will prepare hazardous materials abatement.
4. Assist in defining the scope of work of the District's land surveyor and review resulting surveys for acceptability for the basis of future design work by Lionakis.
5. Prepare diagrammatic plans or illustrations if required to support the consultants' work.

I. Other Activities

1. Perform other activities reasonably required to complete Work Plan tasks.
2. Perform other tasks requested by the District in writing. Notify the District if performing activities requested by the District may cause the Fee to be exceeded.

III. DISTRICT RESPONSIBILITIES

- A. The District will hire, manage and pay consultants needed for some activities required by the Work Plan, including:
- Environmental (CEQA) consultant
 - Geotechnical Engineer
 - Land Surveyor/Civil Engineer providing surveys
 - Hazardous materials abatement consultant
- B. The District will provide information available to it, including academic planning documents, site surveys, geotechnical information, CEQA information, traffic studies.

IV. DELIVERABLE DOCUMENTS

- A. Documents prepared by Lionakis as a part of this Agreement shall become the property of the District.
- B. Lionakis will not be held responsible for for any reuse of the District-owned documents for purposes for which they were not intended or outside of this Agreement.

V. FEES & PAYMENT

- A. Fees
1. Services shall be provided by Lionakis for the fees stated below.
 - a. Services provided on a time-and-expense basis (T&E) shall be billed at the hourly rates stated on the attached rates sheet.
 - b. Reimbursable Expenses (for such items as travel, reproduction, courier, and other incidental costs) will be reimbursed at 1.10 times Lionakis' direct cost, not to exceed the amount stated below without written authorization by the District.
 2. Lionakis shall prepare a monthly summary of fees expended against planned activities and anticipated fees required to complete all tasks. Do not proceed with work outside the scope of this Agreement or the Fee without written approval by the District.

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

Lionakis Services	\$185,000.00	T&E hourly
Reimbursable Expenses	<u>\$ 10,000.00</u>	Direct cost x 1.10
TOTAL	\$195,000.00	Not to Exceed

C. Payment

1. Payment will be made by the District to Lionakis monthly for services completed to the satisfaction of the District.
2. Remit payment applications to:
Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022

VI. Contract Term

1. The length of this Agreement shall be 400 calendar days to allow for administrative closure of the Agreement. All invoices from Lionakis must be submitted for payment 45 days before termination of the Agreement.
2. This Agreement may be terminated by Lionakis or the District upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

End of Exhibit "B"