

**Board of Trustees Agenda Item**

**Board Meeting Date:** March 5, 2012

**Title of Item:** Measure C Consent

**Background and Analysis:**

The aggregate of these items is: \$910,588.43

**De Anza College –**

- A) California Commercial Pools, Inc. – Change Order #1 – Pool Tile and Plaster Replacement - \$682
- B) R. C. Benson and Sons, Inc. – Change Order #2 – ATC/S-Quad Sound Attenuation - \$5,286
- C) Sundt Construction, Inc. – Change Order #9 – Mediated Learning Center - \$133,518
- D) Sundt Construction, Inc. – Change Order #10 – Mediated Learning Center - \$78,032
- E) The Ratcliff Architects – Revision #13 to Agreement – Mediated Learning Center - \$28,100
- F) The Ratcliff Architects – Revision #14 to Agreement – Mediated Learning Center - \$30,740

**Foothill College –**

- G) Allana Buick o& Bers, Inc. – Project Authorization Amendment #F-ABB-04 – Storage Building at Swimming Pool - \$63,345
- H) Applied Materials & Engineering, Inc. – Revision #1 to Agreement – Smithwick Theater - \$36,000
- I) Hathaway Dinwiddie Construction Company – Change #1 to Agreement for Pre-Construction Services – Physical Sciences and Engineering Center - \$0
- J) Hathaway Dinwiddie Construction Company – Change Order #6 – Physical Sciences and Engineering Center - \$80,584
- K) HMC Architects – Revision #5 to Project Authorization Amendment – Modernization of Administration Building and General Classrooms - \$9,800
- L) Hoi's Construction, Inc. – Change Order #1 – New Press Box - \$27,509
- M) The Ratcliff Architects – Standard Agreement – Fine Arts, Print Shop and Plant Services - \$252,136 Additional information on this item can be found at:  
[http://www.fhda.edu/about\\_us/board/agenda](http://www.fhda.edu/about_us/board/agenda)
- N) The Ratcliff Architects – Change #14 to Agreement – Physical Sciences and Engineering Center - \$19,510
- O) Ralph Larsen & Son, Inc. – Change Order #4 – Smithwick Theater - \$44,315
- P) Taber Construction – Change Order #9 – Utilities Infrastructure Upgrades Phase I - \$12,062
- Q) Vlaming and Associates – Change #3 to Agreement for Services – Overhead Account - \$0

**De Anza College & Foothill College –**

- R) Budget Transfer #32 De Anza and #31 Foothill

**Purchasing –**

- S) Authorization to Purchase Dell Servers Pursuant to State of California WSCA Contract B27160 – De Anza College - \$88,969.43

**Recommendation:** Executive Director of Facilities, Operations, and Construction Management Charles Allen; Director, Bond Program Management, De Anza College, Tom Armstrong; Director, Bond Program Management, Foothill College, Art Heinrich; and Director, Purchasing Services Carmen Redmond, recommend ratification/approval 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: PCCO #1  
Vendor: California Commercial Pools, Inc.  
Agreement Date: November 7, 2011  
Campus: De Anza  
Project Number: 200F  
Project Name: POOL TILE AND PLASTER REPLACEMENT  
Amount: \$682  
For: The existing Fire Department Connection that tied into the lap pool main drain plumbing was leaking and no longer required. The Contractor performed additional demo and cut and capped the line in place.

Due to tile availability from the manufacturer, a non-compensable schedule extension may be granted to extend substantial completion from 3/9/12 to 3/30/12.

The funding for this change is within the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

200F Pool Tile and Plaster Replacement

Project # 200F

Gilbane/MAAS

Tel: Fax:

Date: 3/5/2012

To Contractor:

California Commercial Pools

2255 E. Auto Centre Dr.

Glendora, CA 91740

DSA Number

Project #

Contract Date:

Contract Number: MC120779

Change Order Number: 001

The Contract is hereby revised by the following items:

200F Pool Tile and Plaster Replacement - FDC Cut & Cap and Non-Compensable Time Extension

PCO	Description	Amount
003	(E) Fire Line - Concrete Demo and Cap (FC)	\$682
007	Non-Compensable Time Extension	\$0

The original Contract Value was.....	\$884,900
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$884,900
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$682
The new Contract Value including this Prime Contract Change Order will be.....	\$885,582
The Contract duration will be changed by.....	21 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/30/2012

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.

ARCHITECT

Address

By

SIGNATURE

DATE

California Commercial Pools

CONTRACTOR

2255 E. Auto Centre Dr.

Glendora, CA 91740

Address

By Lufe Castro

SIGNATURE

DATE 2/22/12

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road

Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

**B**

Title: Prime Contract Change Order #02

Vendor: R.C. Benson and Sons, Inc.

Agreement Date: August 8, 2011

Campus: De Anza College

Project Number: 253

Project Name: ATC/ S-QUAD SOUND ATTENUATION

Amount: \$ 5,286

For: This is the FINAL change order for this project. PCCO #02 is for additional scope to paint the exterior of the ATC Central Plant building. It includes an adjustment for a clerical error in the previous Change Order.

The total Change Orders to date represent 11.03% against the original contract amount. Funding for this change is included in the current budget.

Action Requested: Ratification



## 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: 2/7/2012

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: 002

The Contract is hereby revised by the following items:

Change Order #2 Total Amount \$5,266. Paint Exterior Stucco and Fascia at ATC central plant.

PCO	Description	Amount
014	Paint ATC Central Plant Exterior	\$4,402
015	Payment for Shortage from PCCO #1	\$794

This is the FINAL change order for this project. This change shall add Seventy-Seven (77) non-compensable days to the contract. Date of Substantial Completion shall be changed from Dec 31, 2011 to March 17, 2012.

The original Contract Value was.....	\$503,700
Sum of changes by prior Prime Contract Change Orders.....	\$50,266
The Contract Value prior to this Prime Contract Change Order was.....	\$553,966
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$5,266
The new Contract Value including this Prime Contract Change Order will be.....	\$559,232
The Contract duration will be changed by.....	77 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/17/2012

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.

ARCHITECT

Address

By

SIGNATURE

DATE

R.C. Benson & Sons, Inc.

CONTRACTOR

1959 Leghorn Street  
Mountain View, CA 94043

Address

By Richard Benson

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

Title: Prime Contract Change Order #09

Vendor: Sundt Construction, Inc.

Agreement Date: December 17, 2010

Campus: De Anza College

Project Number: 261

Project Name: MEDIATED LEARNING CENTER

Amount: \$ 133,518

For: PCCO #09 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). This change is for the following scope:

Owner request to revise all Communications Horizontal Cabling Category 6 and Category 6A material in order to provide increased network performance and to support future technology enhancements and capabilities within the building.

There is no impact to the project schedule for this change. Total Change Order spending to date, including this change, is .003% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Approval



# Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 3/5/2012

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: 009

The Contract is hereby revised by the following items:

PCO	Description	Amount
104	Bulletin #94 / COR 76 - Revise all CAT-6 & CAT-6A cabling to increase data speed, bandwidth, and interference performance to meet ETS standards. Owner Directive.	\$133,518

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(14,773)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,967,582
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$133,518
The new Contract Value including this Prime Contract Change Order will be.....	\$35,101,100
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

By Mike Matson

Address

By Michael Whittaker

Address

By Charles Allen

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Prime Contract Change Order #10  
Vendor: Sundt Construction, Inc.  
Agreement Date: December 17, 2010  
Campus: De Anza College  
Project Number: 261  
Project Name: MEDIATED LEARNING CENTER  
Amount: \$78,032  
For: PCCO #10 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). This change is for the following scope:

Architect directed changes to address atrium wall finishes for proper joinery and increased durability, revised sheet-metal connections at mechanical shafts to allow flexibility during possible seismic events, increase mechanical diffuser quantity at the student lounge to ensure proper ventilation and other additional minor detailing necessary to coordinate construction progress with end-user needs.

Owner requested changes to finalize building access controls on computer managed lock system and to revise new and existing exterior site electric infrastructure for ease of future maintenance.

There is no impact to the project schedule for this change. Total Change Order spending to date, including this change, is less than .01% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Approval





# Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 3/5/2012

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: 010

The Contract is hereby revised by the following items:

PCO	Description	Amount
043	Bulletin #35 / COR 61R3/Allowance #1 - Access control system: additional AD locks, security fob readers, audible alarms, request to exit devices, systems infrastructure and programming. Owner directive.	\$19,002
055	Bulletin #52 / COR 37 - Revise Atrium wall finish carpentry joinery and add bumper trim to ensure proper finish, increase durability and match building aesthetics. Architect directive.	\$15,132
064	Bulletin #62 / COR 60 - Reroute street lighting conduits, add electrical pullboxes, and add two AV wall boxes in the Anthropology display windows. Owner directive.	\$26,331
084	Bulletin #75 / COR 58 - Add sealant at rooftop steel connections, increase wall framing at Rm 226 to brace West exterior wall, and reroute an overflow drain line to avoid conflict with Rm 231 function. Architect directive.	\$5,391
097	COR 69 - Revise existing breaker and CT arrangement at panel H-24 to accommodate MLC tie-in. Field Condition.	\$966
105	COR 75 - Add 1" slotted holes in stainless steel mechanical shaft divider connections to allow movement during future seismic events. Architect Directive.	\$7,466
106	COR 74 - Increase quantity of mechanical diffusers at raised access floor panels in student lounge. Architect directive.	\$3,744

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$118,745
The Contract Value prior to this Prime Contract Change Order was.....	\$35,101,100
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$78,032
The new Contract Value including this Prime Contract Change Order will be.....	\$35,179,132
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/15/2012

The Contract documents are hereby amended to include the additional work described above. The contractor will furnish all labor, material and supervision to complete the work above. The contractor agrees to release the Owner from all additional costs, cost overruns, delay damages, whether known or unknown that arise out of this change order.

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College  
District

ARCHITECT

5856 Doyle Street  
Emeryville, CA 94608

CONTRACTOR

2860 Gateway Oaks Drive  
Suite 300  
Sacramento, CA 95833

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By Michael Whittaker

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

Prolog Manager

Printed on: 2/16/2012 WRO Foothill DeAnza

Page 1

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Title: Revision #13 to Standard Form of Agreement

Vendor: The Ratcliff Architects

Agreement Date: June 17, 2008

Campus: De Anza College

Project Number: 261

Project Name: Mediated Learning Center

Amount: \$28,100

For:

- Modify and expand the MLC irrigation system design to serve the strip of landscaping along the west campus perimeter adjacent to and north of the northwest corner of the MLC site extents.
- Modify and expand the MLC hardscape design to include replacement of existing asphaltic concrete paving between the East Cottage building and recently-installed concrete plaza at the Flint drop off loop.
- Modify and expand the MLC landscape design at the east walkway to replace the existing damaged balustrade pillar with in-kind elements, and include a new wall that connects with the existing transformer enclosure.
- Modify and expand the MLC structural design to add a lockable gate and barrier at the mid-landing of Stair-2 (west end of building) to prevent the possibility of loitering at the stair penthouse landing.
- Provide a technical feasibility assessment of District directed changes to telecommunications infrastructure listed in Bulletins 94 and 95.

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

Action Requested: Approval

**The Ratcliff Architects – Revision #13**

Revision #13 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

**DATE OF REVISION:** March 5, 2012

**SCOPE:**

**Provide design, construction administration and closeout services for the following:**

- Modify and expand the MLC irrigation system design to serve the strip of landscaping along the west campus perimeter adjacent to and north of the northwest corner of the MLC site extents.
- Modify and expand the MLC hardscape design to include replacement of existing asphaltic concrete paving between the East Cottage building and recently-installed concrete plaza at the Flint drop off loop.
- Modify and expand the MLC landscape design at the east walkway to replace the existing damaged balustrade pillar with in-kind elements, and include a new wall that connects with the existing transformer enclosure.
- Modify the MLC structural and architectural design to add a lockable gate and barrier at the mid-landing of Stair-2 (west end of building) to prevent the possibility of loitering at the stair penthouse landing.
- Provide a technical feasibility assessment of District directed changes to telecommunications infrastructure listed in Bulletins 94 and 95.

**COMPENSATION:**

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	<u>\$ 514,640.00</u>
Contract value prior to this revision:	\$ 5,138,940.00
<b>Net change in contract value due to this revision:</b>	<b><u>\$ 28,100.00</u></b>
New contract value including this revision:	\$ 5,167,040.00

**SCHEDULE:** No Change

**OTHER:** All other contract terms are to remain in place per the standard form of agreement referenced above.

Revision agreed to by:

OWNER

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

CONSULTANT

Signature	Date
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Print Name
The Ratcliff Architects

Title: Revision #14 to Standard Form of Agreement  
Vendor: The Ratcliff Architects  
Agreement Date: June 17, 2008  
Campus: De Anza College  
Project Number: 261  
Project Name: Mediated Learning Center  
Amount: \$30,740  
For:

- Project documentation and coordination by Ratcliff's subconsultant (Smith, Fause & McDonald, Inc.) for the Distance Learning classroom to include audiovisual systems design, bid-phase services, construction administration, and coordination meetings.
- Design documentation, DSA review coordination, and construction administration for the Anthropology display cases in the atrium.

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

Action Requested: Approval

**The Ratcliff Architects – Revision #14**

Revision #14 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

**DATE OF REVISION:** March 5, 2012

**SCOPE:**

**Provide design, construction administration and closeout services for the following:**

- Project documentation and coordination by Ratcliff's subconsultant (Smith, Fause & McDonald, Inc.) for the Distance Learning classroom to include audiovisual systems design, bid-phase services, construction administration, and coordination meetings.
- Design documentation, DSA review coordination, and construction administration for the Anthropology display cases in the atrium.

**COMPENSATION:**

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	\$ <u>542,740.00</u>
Contract value prior to this revision:	\$ 5,167,040.00
<b>Net change in contract value due to this revision:</b>	<b>\$ <u>30,740.00</u></b>
New contract value including this revision:	\$ 5,197,780.00

**SCHEDULE:** No Change

**OTHER:** All other contract terms are to remain in place per the standard form of agreement referenced above.

Revision agreed to by:

OWNER

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

CONSULTANT

_____ Signature	_____ Date
--------------------	---------------

\_\_\_\_\_  
Print Name  
The Ratcliff Architects



5856 Doyle Street  
Emeryville CA 94608

Tel 510 899 6400  
Fax 510 899 6404  
www.ratcliffarch.com

February 13, 2012

Mr. Tom Armstrong  
Director Bond Program Management, Planning, Design, & Construction Management,  
De Anza College  
21250 Stevens Creek Blvd  
Cupertino, California 95014

Subject: **Proposal for Additional Services (#15)**  
**De Anza College Mediated Learning Center (MLC)**  
***Measure C PROJECT NO. 261***  
Ratcliff Project No. 27046

Dear Mr. Armstrong:

RATCLIFF presents this proposal for Additional Services on the De Anza Mediated Learning Center project. De Anza has requested RATCLIFF provide project overview and coordination for Smith, Fause & McDonald's additional scope of work for the Distance Learning A/V Systems Design and Documentation services. With this expansion of the work RATCLIFF is requesting an increase to our original contract. This letter is to seek formal authorization from you for the performance of Additional Services by RATCLIFF and its consultant under Article 3.3 of the June 17, 2008 Standard Form of Agreement Between The Foothill-De Anza Community College District & "New" Architects (*Purchase Order G979234*).

The broad scope of Additional Services is as follows with SFMI's proposal attached showing a detailed description of the specific tasks.

- A. Distance Learning A/V Systems Design
- B. Bid Phase Services
- C. Construction Administration
- D. Meetings

RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Twenty Four Thousand Seven Hundred and Forty Dollars (\$24,740) without written authorization by the Owner.

Mr. Tom Armstrong  
February 13, 2012  
Page 2 of 2

The following are the breakdown totals for the *De Anza MLC Work: 27046 – Expanded Scope of Work:*

**Distance Learning A/V Systems Design**

<b>Total Ratcliff's Fee</b>		
Additional Overview & Coordination:	\$2,740	\$2,740

<b><u>Consultant Fees</u></b>		
SFMI (Telecom/AV consultant):	\$20,000	
Consultant Markup 10%:	<u>\$2,000</u>	

<b>Total Consultant Fee:</b>	<b>\$22,000</b>	<b><u>\$22,000</u></b>
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<b>TOTAL FEE for Expanded Scope of Work services:</b>	<b>\$24,740</b>
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Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Very truly yours,  
RATCLIFF



Joseph A. Nicola  
Principal-in-Charge/Director of Academic Practice

cc: Diana Mizuhara, Ratcliff Accounting  
Mike Matson, Ratcliff  
Bill Blessing, Ratcliff

RATCLIFF



Title: Project Authorization Amendment F-ABB-04  
Vendor: Allana Buick & Bers, Inc.  
Agreement Date: February 12, 2012  
Campus: Foothill College  
Project Number: 118  
Project Name: Storage Building at Swimming Pool  
Amount: \$63,345.00  
For: Design, bidding, and construction administration service for waterproofing and structural repairs at the swimming pool storage area.

The funding for these services is included in the current budget.

Action Requested: Ratification

**Project Authorization Amendment F-ABB-04  
Between Foothill-De Anza Community College District  
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the 6<sup>th</sup> Day of February in the year Two Thousand & Twelve between the District:

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

and the Consultant:

**Allana Buick & Bers, Inc.  
990 Commercial Street  
Palo Alto, CA 94303**

*For the following Project: MEASURE C - BOND PROJECT # 118 – STORAGE BUILDING AT SWIMMING POOL*

For Construction Documents, Bidding, and Construction Administration Phases

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the Foothill – De Anza Community College District (District) has retained Gilbane/Maas ("Program Manager") to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and Allana Buick & Bers, Inc., (Architect) have a fully executed Standard Form of Master Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect.

WHEREAS, the Architect and its Design Consultants are each duly qualified and properly licensed/registered to provide and perform all Services under the agreement and all subsequent Project Authorization Amendments.

NOW THEREFORE this Project Authorization Amendment (PAA) is incorporated into the Agreement, by agreement between the District and Architect, for the Project named above and described below.

1. Architect's Authorized Scope of Services
  - a. Provide full Construction Document, Bidding, and Construction Administration Phase services as described in articles 2.2, 2.3, 2.4, 2.5 and 2.6 of the Agreement.
2. Project Scope
  - a. Demolition of the existing topping slab construction (need to confirm extent of work and where work will terminate range could be 1300 s.f. to 1800 s.f.)
  - b. Removal and reinstallation of same existing wood rail and fencing to accommodate the demolition effort
  - c. Rerouting of the existing electrical conduits to eliminate any electrical penetration through the deck to avoid the potential for leakage.
  - d. Provide additional sloping course consisting of polymer modified cement to allow water to drain to either new deck drains or possibly a scupper cut through the concrete curb at the edge of the deck where the wood railing exists.
  - e. Waterproofing membrane - Install a fully reinforced hot rubberized waterproofing system

- f. Alternative to drains: Install through wall scuppers with downspouts.
  - g. Address the planter boxes by filling them in with a new topping slab or other District approved method.
  - h. Install miscellaneous sheet metal flashings to terminate the leading edge of the waterproofing along the deck to wall interface as well as along the deck to curb interface.
  - i. Install new concrete topping slab walkway.
  - j. Removal and replacement of the roofing at the elevator.
  - k. Waterproofing Solution at Elevator Pit noted to have moisture accumulating in bottom of shaft during site visit made by ABB and Gilbane/MAAS December 2011
3. Project Contract Price – Architect's Compensation
- a. Services shall be provided by the Architect for the fixed fee stated below.
  - b. Payment will be made to the Architect by the District monthly in proportion to work completed in the previous month.
  - c. Summary of Fees:

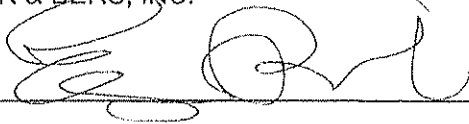
Basic Services	
Construction Documents	\$ 33,765.00
Construction Administration	\$ 29,580.00
<b>Total not to Exceed</b>	<b>\$ 63,345.00</b>

4. Architect's Schedule
- a. Construction Documents February 2012 – March 2012
  - b. 50% CD Submittal and Estimate TBD
  - c. 100% CD Submittal and Estimate 4/2/12
  - d. College CD Review TBD
  - e. Procurement April 2012 – June 2012
  - f. Construction June 2012 – August 2012

"District"  
FOOTHILL- DE ANZA COMMUNITY COLLEGE DISTRICT  
a California Community College District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles Allen,  
Executive Director of Facilities, Operations,  
and Construction Management

"Architect"  
ALLANA BUICK & BERS, INC.

By:  \_\_\_\_\_ Date: 2/12/12  
Eugene Buick,  
Principal and COO  
Allana Buick & Bers, Inc.

Title: Revision No. 1 to Agreement  
Vendor: Applied Materials & Engineering, Inc.  
Agreement Date: July 29, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: \$36,000.00  
For: Additional special inspection services required for field welding and anchor pull testing.

The funding for this contract is within the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1  
To Agreement/Purchase Order No. MC120552

CHANGE NO. 1 TO AGREEMENT FOR  
DESIGN PROFESSIONAL SERVICES Less than \$350,000  
(short form)

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 5th day of March, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Applied Materials and Engineering, Inc. hereinafter called "Design Professional."

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 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 Design Professional 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 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.
4. Other changes. (indicate "none" or describe applicable changes in detail)  
  
none

\*\*\*\*\* Page 1 of 3

PROJECT # 120 DESIGN FIRM Applied Materials and Engineering

BREIF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1  
To Agreement/Purchase Order No. MC120552

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and \_\_\_\_\_,  
\_\_\_\_\_ hereinafter called "Design Professional."

- I. Detailed description of the change in services to be performed or work product to be delivered to District by Design Professional: (reference and attach additional pages, if necessary)
- This revision adds inspection services for field welding and anchor pull testing due to contractor means and methods. The DSA-103 testing and inspection form requires continuous welding inspection and it was impossible to definitely define required welding inspection time since the structural documents allowed for steel sections of varying lengths. The contractor used smaller lengths than anticipated due to tight field conditions which effectively doubled the field welding inspection time.
- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)
- Fees for services remain based on actual hours worked on the project by staff personnel and billed monthly. This revision adds \$36,000.00 to the agreement.

ORIGINAL AGREEMENT AMOUNT \$ 13,136.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 36,000.00

\*\*\*\*\* Page 2 of 3

PROJECT # 120 DESIGN FIRM Applied Materials and Engineering  
BREIF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services  
Change to Agreement for Design Professional Services Rev. 12/08/11

Foothill-DeAnza Community College District

NEW TOTAL AGREEMENT AMOUNT \$49,136.00

Foothill-DeAnza Community College District Change No. 1

To Agreement/Purchase Order No. MC120552

In any event, the total payment for services of Design Professional shall not exceed \$49,136.00 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 29 20 12.

Design Professional Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Design Professional's Company Name \_\_\_\_\_

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

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

Con: 8-29-11 Rev: 3-5-12

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000.

\*\*\*\*\* Page 3 of 3

PROJECT # 120 DESIGN FIRM Applied Materials and Engineering

BREIF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

/

Title:	Change No. 1 to Agreement for Pre-Construction Services
Vendor:	Hathaway Dinwiddie Construction Company
Agreement Date:	June 8, 2010
Campus:	Foothill College
Project Number:	160
Project Name:	Physical Sciences and Engineering Center
Amount:	\$ 0.00
For:	A no cost contract time extension from 3/10/2011 to 6/10/2012.
Action Requested:	Ratification



**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. MC101465**

**CHANGE NO. 1 TO AGREEMENT FOR SERVICES**

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 2 day of December, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Hathaway Dinwiddie Construction Company hereinafter called "Contractor."

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

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

None

Foothill-DeAnza Community College District Change No. 1  
To Agreement/Purchase Order No. MC101465

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and  
Hathaway Dinwiddie Construction Company  
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 is a no cost time extension to this contract from 3/10/2011 to 6/10/2012.

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

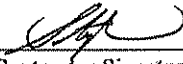
None.

ORIGINAL AGREEMENT AMOUNT\$ 174,500.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0  
NEW TOTAL AGREEMENT AMOUNT\$ 174,500.00

Foothill-DeAnza Community College District Change No. 1  
To Agreement/Purchase Order No. MC101465

In any event, the total payment for services of contractor shall not exceed \$ 174,500.00  
and District shall have the right to withhold payment if District determines that the quantity or  
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first  
paragraph of this contract, and shall continue until June 10 20 12.

 M'Gid  
Contractor Signature

2/15/12  
Date

Hathaway Dinwiddie Construction Co.  
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: Change Order #6  
Vendor: Hathaway Dinwiddie Construction Company  
Agreement Date: February 10, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 80,584.00  
For: Change in fire alarm cabling to fiber optic cable to be consistent with future fire alarm upgrade, as requested by the District; minor laboratory casework revisions requested by the College; rerouting fire water line, as required by the local water district; revisions to glass canopies and filling of holes in exposed steel members, as requested by the District; and additional Building Information Modeling (BIM), as requested by the District.

This change plus all previously approved change orders equal to 1.3% of the base contract value. The funding for this change is included in the budget

Action Requested: Ratification

# Prime Contract Change Order

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

Date: 2/15/2012

**To Contractor:**

Hathaway Dinwiddie Construction  
665 Laurelwood Rd.  
Santa Clara, Ca 95054

DSA Number

01 - 111001

Architect's Project

Contract Date:

2/10/2011

Contract Number: MC111059

Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order 6 - March 5, 2012 BOT

PCO	Description	Amount
044	(HD COR 1027) Bulletin 20B - KCI Pathway Civil, Electrical, Landscape, and Bulletin 27 - Fireline Rerouting	\$5,143
089	(HD COR 1047) RFI 2393-A-049 Glazing type GL 24 & RFI 2392-A-048 Glazing type GL 23	\$5,051
072	(HD COR 1050) Bulletin 43 Fire Alarm Fiber	\$33,722
074	(HD COR 1053) RFI 2642-A-099 Fill Holes at Structural Steel	\$4,124
078	(HD COR 1056) RFI 2759-LF-004 Lab Casework Scope Changes	\$2,915
085	(HD COR 1061) Additional BIM Services	\$24,906
089	(HD COR 1064) Bulletin 43B - Fire Alarm Fiber Supplement	\$4,723

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$446,832
The Contract Value prior to this Prime Contract Change Order was.....	\$42,023,014
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$80,584
The new Contract Value including this Prime Contract Change Order will be.....	\$42,103,598
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/8/2012

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 that arise out of this change order.

Ratcliff

ARCHITECT  
5856 Doyle Street  
Emeryville, CA 94608

Address

By

SIGNATURE

DATE

Hathaway Dinwiddie Construction

CONTRACTOR  
585 Laurelwood Rd.  
Santa Clara, Ca 95054

Address

By Stephen McCoid

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

**K**

Title: Revision #5 to Project Authorization Amendment  
Vendor: HMC Architects  
Agreement Date: December 8, 2008  
Campus: Foothill College  
Project Number: 112  
Project Name: Modernization of Administration Building and General Classrooms  
Amount: \$9,800  
For: Design services for replacement of existing heating hot water lines to Building 1900.

The funding for this change is within the current budget.

Action Requested: Ratification

**Revision #5 to PAA #F-HMC-#1B**

Revision #5 to Project Authorization Amendment #F-HMC-#1B dated December 2, 2008 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 104 – Building 5500, 108 – Building 6400, and 112 – Administration Building.

AMENDMENT DATE: 3/5/12

**SCOPE OF WORK:**

To provide design, bidding, construction administration, and DSA closeout services including:

1. Two (2) meetings to review districts goals for replacement of existing heating hot water piping on the south side of Building 1900 from the nearest grade access box into the building. The existing below slab heating hot water piping in Building 1900 will be abandoned in place.
2. New heating hot water piping will run on site from the existing grade access box, up a new furred out space at the south exterior wall of Building 1900 and connect to new heating hot water piping in the above ceiling space of Building 1900.

**TERM OF THE CONTRACT:**

The term of this contract shall continue until September 29, 2012.

**COMPENSATION:**

PAA value including previous revisions:	\$ 549,709.00
Net change in contract value due to this Revision #5:	\$ 9,800.00
New contract value including this amendment and Reimbursables:	\$ 559,509.00

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

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

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

104 – Building 5500,  
108 – Building 6400,  
and 112 – Administration Building  
Architectural Add Services

Title: Change Order #1  
Vendor: Hoi's Construction, Inc.  
Agreement Date: October 17, 2011  
Campus: Foothill College  
Project Number: 113  
Project Name: New Press Box  
Amount: \$27,509  
For: Re-routing the existing power line for both stadium and track lighting, and providing additional foundation base rock, due to site conditions; and changing flooring to a more durable material, as requested by the District.

Total project changes represent 3.1% change to the contract value.

The funding is included in the current budget.

Action Requested: Approval



# Prime Contract Change Order

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

Date: 2/16/2012  
To Contractor:  
Hoi's Construction, Inc.  
2950 Geneva Ave.  
Daly City, CA 94014

DSA Number 01-111373  
Architect's Project  
Contract Date:  
Contract Number: MC-120780  
Change Order Number: 001

The Contract is hereby revised by the following items:

Project #113 - New Press Box - C.O. #1

PCO	Description	Amount
004	Provide labor and materials to re-route the existing stadium lighting power which ran through the proposed press box foundation per RFI #8.	\$9,208
003	Provide labor and materials to reroute the existing track light conduit in way of pressbox construction requested by the District.	\$1,604
001	Install additional 6" of class II baserock on top of subgrade per Geotech's recommendations.	\$10,280
002	Upgrading the flooring from Miliken carpet tile to Expanko Cork tile requested by the user.	\$6,417

The original Contract Value was.....	\$887,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$887,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$27,509
The new Contract Value including this Prime Contract Change Order will be.....	\$914,509
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.

TBP/Architecture  
ARCHITECT  
1000 Burnett Avenue  
Suite 140  
Address  
By Felix Canari  
SIGNATURE  
DATE

Hoi's Construction, Inc.  
CONTRACTOR  
2950 Geneva Ave.  
Daly City, CA 94014  
Address  
By Steven Leung  
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: Standard Agreement with Ratcliff Architects  
Vendor: Ratcliff Architects  
Agreement Date: March 5, 2012  
Campus: Foothill College  
Project Number: 173  
Project Name: Print Shop and Plant Services  
Amount: \$252,136.00  
For: Agreement for design services for the new Print Shop and Plant Services project.

The scope of work was refined by a previous feasibility study and this project will provide combined schematic and design development, construction document, bidding, and construction administration services for this project. Design services include:

- Design to construction budget of \$2,007,000 using the information collected in the Foothill College Print Shop and Plant Services Feasibility Study published by Ratcliff Architects January 9, 2012, per programming data collected as part of report creation, and per direction provided by the District.
- The Program Phase (article 2.2) and the Schematic Design Phase (article 2.3) does not apply to this Agreement.
- The Schematic Design (SD) (article 2.3) and Design Development (DD) Phases (article 2.4) and the Construction Design (CD) Documents Phase (article 2.5) shall be combined into one phase
- Design Meetings: At a minimum the review process will include two (2) formal design reviews; 50% Construction Documents Review and 100% Construction Documents Review. Additional meetings: if the successful completion of these phases are not met by then additional meetings may be required.
- Respond to District's review comments, with actions taken or not taken and reasons.
- Provide five (5) sets of drawings, specifications with electronic copies of all documents at each design review meeting and for the Bid Phase Documents.
- Collaborate with Program Manager on Front Ends and Technical Specification to coordinate and remove redundancies between Front Ends and Technical Specifications
- Technical Specifications per 2004 CSI Master Format

The funding is included in the current budget.

Action Requested: Ratification

**Standard Form Agreement Between  
The Foothill-De Anza Community College District  
and  
Ratcliff Architects**

AGREEMENT made as of 5<sup>th</sup> of March in the year Two Thousand, Twelve between the  
Foothill – De Anza Community College District (District):

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

and the Design Professional:

Ratcliff Architects  
5856 Doyle Street  
Emeryville, CA 94608

***For the following work:      PROJECT NO. 173 PRINT SHOP & PLANT SERVICES  
FOOTHILL COLLEGE***

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

WHEREAS, the District has identified the Project to be designed, bid and constructed at the District's Foothill College Campus; the project identified consists of Plant Services and Print Shop ('Project'), described as follows;

*Provide architectural, engineering, and consulting services to the District that will be necessary for the design of the Print Shop and Plant Services in accordance with all federal, state, and local building codes and regulations, obtaining Division of the State Architect, local Fire District and State of California Elevator Inspector approvals, providing construction administration during the construction, and completing the project closeout with the various regulatory agencies.*

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

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

**ARTICLE 1    DESIGN PROFESSIONAL'S RESPONSIBILITIES**

**1.1    DESIGN PROFESSIONAL'S SERVICES**

1.1.1    Performance of Services. The Design Professional's Services consist of all services performed by the Design Professional, Design Professional's employees and Design Consultants as enumerated in Articles 2 and 3 of this Agreement, including basic Services, Additional Services, and Contingent Additional Services.

- 1.1.2 Design Professional Schedules. The Services shall be performed in an expeditious manner, consistent with professional skill and care and the orderly progress of Project design, bidding and construction. The District and Design Professional will mutually agree upon start/finish dates for the Services or if required by the District, the Design Professional shall prepare a schedule ("the Design Professional Schedule – Attachment D") which identifies the principal activities of the Services to be performed or provided by the Design Professional for the Project and which graphically illustrates the planned progression of the Services. The Design Professional Schedule shall be submitted to the District for review and comment; the Design Professional shall revise the Design Professional Schedule as necessary to obtain the District's acceptance of the Design Professional Schedule for the Project. Time limits established by the Design Professional Schedule accepted by the District shall not, except for reasonable cause, be exceeded by the Design Professional or District.
- 1.2 STANDARD OF CARE The Design Professional, its Design Consultants and their respective officers, agents, employees, subcontractors, consultants or any persons or entities providing or performing any of the basic Services or authorized Additional Services or Contingent Additional Services for the Project shall provide or perform such services consistent with their respective applicable standards of care for school construction under all applicable laws, codes, and standards for those providing such services for projects of the type, scope and complexity of the Project.
- 1.3 PARTNERING District and Design Professional shall cooperate and participate fully in Partnering at all levels and among all the parties involved in this Project, and at their own expense without additional compensation. Partnering shall mean both formal and informal interaction between and among all the parties involved in the Project, including, but not limited to, District representatives, the Design Professional and its Design Consultants, the General Contractor and key Subcontractors, the Program Manager, and any outside entities as designated by the District to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget.
- 1.4 "DESIGN-BUILD" & "DEFERRED APPROVAL": The Design Professional shall provide fully engineered Drawings and shall not, without the District's written consent, use "Deferred Approval" or "Design-Build" items that require the Contractor to furnish design engineering services beyond those normally required for construction means, methods, techniques, and sequences. The District may, in its sole and exclusive discretion, withhold, limit or restrict any request for consent to utilize "Deferred Approval" or "Design-Build" items in the Construction Design Documents. The Design Professional shall review the District's General and Special Conditions and shall prepare the Construction Design Documents to coordinate with those documents.

## **ARTICLE 2 SCOPE OF DESIGN PROFESSIONAL'S SERVICES**

- 2.1 **SERVICES; DEFINED** The basic Services consist of those described in this Article 2. Subsequent information may be incorporated into the Appendices that further describe the Services required for a specific component of a Project. To the extent deemed necessary by the Design Professional, the Design Professional shall employ other Design Professionals, architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of California, and such other consultants necessary for the provision of services under this Agreement. All consultants provided by the Design Professional shall be paid by the Design Professional. The Design Professional shall submit, for approval by the District, names of consultants for each professional element of service of the Project. District-approved consultants provided under basic Services shall be as named below.

<u>Consultant Name</u>	<u>Discipline</u>
CSW/ST2	Civil
Meyer + Silberberg	Landscape
Forell Elsesser	Structural
Gayner	M/E/P
Smith Fause McDonald	IT / AV / Acoustical
Davis Langdon	Estimating
Emily Borland Specification	Specifications

Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by Design Professional under the terms of this Agreement. The Design Professional is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

- 2.1.1 Design Professional shall designate a principal or a staff member as the Project Design Professional or Project Engineer. So long as the Project Design Professional or Project Engineer performs in a manner acceptable to District, and remains in Design Professional's employ, the Project Design Professional or Project Engineer shall remain in charge of all design and other services required under this Agreement, including attending design-related meetings for the Project unless a substitution mutually acceptable to Design Professional and District is made. District-approved Project Design Professional or Project Engineer shall be the person named below.

William Blessing – Principal in Charge  
Patricia Alarcón – Project Manager

- 2.1.2 Design Professional shall assist District in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.
- 2.1.3 Design Professional shall use due professional care to abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.4 Design Professional shall cooperate with other professionals District may employ for related work.
- 2.1.5 To the extent required by the District, Design Professional shall consult with authorized employees, agents, and representatives of the District

and the College relative to the design and construction of the Project. The Design Professional shall prepare an electronic written record of all such meetings and consultations and shall provide the Program Manager with the resulting notes for distribution within five (5) days.

- 2.1.6 Design Professional shall review the surveys; existing record documents; seismic data; mechanical, electrical, civil engineering, geotechnical and other test reports or information; environmental documents including the Environmental Impact Report, and any other relevant documentation furnished by District. From an examination of the site and a review of available information, Design Professional shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend in writing the manner in which it be provided and the needed services obtained. Design Professional may rely on the information provided by District but only to the extent such reliance is consistent with Design Professional's obligations under this Agreement.
- 2.1.7 Review, approval or acceptance of Design Professional's work whether by District or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, Guarantee to Repair Period, or otherwise, shall not relieve Design Professional from responsibility for errors and omissions in Design Professional's work.
- 2.1.8 The District may employ the services of other consultants to assist the District in its review of any design phase documents provided by the Design Professional. The Design Professional is required to consider and respond to all review comments sent to the Design Professional by the District or the Program Manager regardless of the origin of the comments. These reviews may include but are not limited to 3<sup>rd</sup> party engineering reviews, code compliance reviews and constructability reviews.
- 2.1.9 Design Professional shall prepare Construction Documents in compliance with applicable laws, codes, rules, regulations, ordinances, and standards including, without limitation, those listed in Attachments A through H.
- 2.1.10 The services of Design Professional shall be performed in accordance with this Agreement and all Supplemental Requirements attached or noted.
- 2.1.10 LEED Certification / Sustainability  
The Design Professional shall actively work with and support the District's Sustainability Committee to promote "green concepts" and techniques and to incorporate these concepts into the building design. The Design Professional shall also work with this Committee to establish sustainability goals and to develop guidelines for decision making consistent with these goals and the criteria for evaluating and monitoring the achievement of these goals.
- 2.1.11 DELIVERABLES

In addition to the foregoing, the Basic Services to be completed by the Design Professional for the Project, are further defined under ATTACHMENTS 'A thru C' – Design Criteria. The Design Professional's basic Services shall also include the coordination of documents provided by District consultants. All electronic deliverables and files required to be provided by the Design Professional under this Agreement shall be provided in the most current commercially available version of the native file formats and in Adobe PDF compatible file format.

## 2.2 PRE-DESIGN AND CONCEPT DESIGN SERVICES

- 2.2.1 Scope of Services. The Design Professional shall provide planning, pre-design or concept design services relating to those services, including presentation materials or reports as required by the scope of work.
- 2.2.2 Program Development. The Design Professional shall review the District's Initial Project Parameters for the Project to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District. The Design Professional shall prepare a Program Report outlining and documenting these requirements and present it to the District for review and approval.
- 2.2.3 Program Evaluation. After the Design Professional receives District approval on the Program Report, the Design Professional shall prepare a written preliminary evaluation of the District's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article 5.2.1 Design Professional's Estimates, of this Agreement. The Design Professional shall revise the Program Report and Program Evaluation as necessary to obtain the approval of the District.
- 2.2.4 Investigation of Existing Conditions. The Design Professional shall investigate and assess the existing conditions and utility infrastructure systems for the planned improvement area as necessary to mitigate reasonably foreseeable conditions that would affect the project cost or schedule. This includes interviews with the appropriate District staff and direct inspections to determine any potential performance issues and unknown costs related to exterior envelope components, structure, interior finishes, utility infrastructure and equipment. Special care should be taken to inspect readily-accessible unconfined spaces and to review hazardous materials reports and any "as-built" documentation including but not limited to underground conditions provided by the District. References to same shall be made or designated in the Design Documents to achieve a total project scope responsive to the approved program. Such investigation shall be conducted as early as practical.
- 2.2.5 Accessibility Requirements: The Design Professional shall meet with the Division of the State Architect (DSA), Office of Regulatory Services Accessibility Division to review the proposed strategies for providing accessibility to the Project. After the meeting, the Design Professional

shall prepare a report summarizing accessibility strategy and distribute to the District and the DSA representative, and shall include approved elements in the Design Documents.

- 2.2.6 **DELIVERABLES:** Deliverables for the Pre-Design and Concept Phase will include reports of the existing conditions investigation and accessibility requirements, an approved Program Report and an approved Program Evaluation addressing type of proposed construction, total proposed gross and assignable square feet of new construction with space allocations for any proposed programmatic functions/ areas, accessibility considerations, site improvements including landscaping, irrigation, site concrete and asphalt, utility infrastructure and a reconciled estimate of probable cost within the District's approved Construction Budget for the Project.

2.3 **SCHEMATIC DESIGN PHASE**

- 2.3.1 **Schematic Design Documents.** The Design Professional shall prepare Schematic Design Documents for the Project which shall consist of Drawings and other documents which illustrate the principal components of the Project and the relationship of the principal components of the Project. The Schematic Design Documents shall also include an outline of the Specifications. See Attachment "A" – Schematic Design Criteria. See Design Professional's Project Design Schedule for expected completion of the one hundred percent (100%) Schematic Design Documents.

- 2.3.2 **District Review of Schematic Design Documents.** Upon achieving one hundred percent (100%) completion of the Schematic Design Documents, the Design Professional shall provide four (4) printed copies and two copies in an approved electronic format of the same to the District for review and comments.

Upon receipt of the District's comments, the Design Professional shall prepare a document itemizing the District's comments and shall respond fully to each comment, indicating the recommended disposition of each. The Design Professional shall identify those comments that affect the budget or have unintended effects on the Project design.

The Design Professional shall incorporate into the Design Development Design Documents comments, modifications or other recorded notations approved by the District for inclusion in the Project.

- 2.3.3 **Construction Cost Estimate.** The Design Professional shall prepare a detailed Construction Cost Estimate of the completed Schematic Design Documents. Mark-ups, contingencies and escalations will be as mutually agreed between the Design Professional and the District. If the detailed Construction Cost Estimate materially exceeds the District's Construction Budget for the Project by more than ten percent (10%), without fault or neglect of the District, the Design Professional shall revise the Schematic Design Documents, at no additional cost to the District, so that the detailed Construction Cost Estimate conforms to the District's Construction Budget for the Project. The validation of



the revised Schematic Design Documents shall appear in the Design Development Documents to reflect the Schematic Design Document changes that bring the project back into compliance with the District's Construction Budget.

2.3.4 Presentation to Board of Trustees. The Design Professional shall formally present the one hundred percent (100%) completed Schematic Design Documents to the District's Board of Trustees for their review, information and approval. The presentation will be developed by the Design Professional and approved by the District before it is presented.

2.3.5 DELIVERABLES: In addition to any requirements noted above, the Design Professional shall provide four (4) printed full size copies and two copies in an approved electronic format of the Schematic Design drawings and specifications to the District for review and comment.

## 2.4 DESIGN DEVELOPMENT PHASE

2.4.1 Design Development Documents. The Design Professional shall prepare, for approval by the District, Design Development Documents consisting of Drawings and other documents which fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. See Attachment "B" - Design Development Criteria. See Design Professional's Project Design Schedule for expected completion of one hundred percent (100%) Design Development Drawings.

2.4.2 District Review of Design Development Documents. Upon achieving completion of the Design Development Documents, the Design Professional shall submit the Design Development Deliverable to the District for review and comment.

Upon receipt of the District's comments, the Design Professional shall prepare a document itemizing the District's comments and shall respond fully to each comment, indicating the recommended disposition of each. The Design Professional shall identify those comments that affect the budget or have unintended effects on the Project design and shall recommend value engineering measures for key building systems and components.

2.4.3 Construction Cost Estimate. The Design Professional shall prepare a detailed Construction Cost Estimate of the completed Design Development Documents that include all District review comments from previous design phases. Mark-ups, contingencies and escalations shall be as mutually agreed between the Design Professional and the District. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project by more than ten percent (10%), without fault or neglect of the District, the Design Professional shall revise the Design Development Documents so that the detailed Design Development Cost Estimate conforms to the District's Construction Budget for the Project. The validation of the

revised Design Development Documents shall appear in the Construction Design Documents to reflect the Design Development Document changes that bring the project back into compliance with the District's Construction Budget.

- 2.4.4 Value Engineering. The Design Professional shall cooperate with the Program Manager so that the Project continues to meet the budget in its final Design Documents phase. The Design Professional shall suggest alternative materials, systems or solutions to improve value to the District and/or reduce project cost, and shall provide design information and alternatives and necessary cost calculations to the District and/or the Program Manager to support their suggestions. The Design Professional's participation in Value Engineering may require participation in associated workshops or meetings.

The Design Professional shall incorporate into the final Design Documents those District comments and Value Engineering items approved by the District for inclusion into the Project. It is the Design Professional's sole responsibility to understand, identify and to notify the District of any unintended effects that may result from any proposed Value Engineering item regardless of its origin. Once approved, all Value Engineering Items will become part of the Approved Program and the Design Professional will be required to incorporate them into the Project within the budget and schedule parameters approved at that time.

- 2.4.5 DELIVERABLES: In addition to the requirements noted above, the Design Professional shall provide four (4) printed full size copies and two copies in an approved electronic format of the Design Development drawings and specifications to the District for review and comment.

## 2.5 CONSTRUCTION DESIGN DOCUMENTS PHASE

### 2.5.1 50% Construction Design Documents.

- 2.5.1.1 Construction Design Documents. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Budget authorized by the District, the Design Professional shall prepare, for approval by the District, Construction Design Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The fifty percent (50%) completed Construction Design Documents shall be completed as shown in the Design Professional's Project Design Schedule..

- 2.5.1.2 District Review of 50% Construction Documents Upon achieving completion of the 50% Construction Documents, the Design Professional shall submit the required deliverables to the District for review and comment.

Upon receipt of the District's comments, the Design Professional shall prepare a document itemizing the District's comments and shall respond fully to each comment, indicating the recommended disposition of each. The Design Professional shall identify those comments that affect the budget or have unintended effects on the Project design and shall recommend Value Engineering measures for key building systems and components.

2.5.1.3 50% CD Construction Cost Estimate. The Design Professional shall prepare a detailed Construction Cost Estimate of the fifty percent (50%) completed Construction Design Documents. Mark-ups, contingencies and escalations will be as mutually agreed between the Design Professional and the District. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project by more than ten percent (10%), without fault or neglect of the District, the Design Professional shall revise the Construction Design Documents and/or proceed with alternative design solutions so that the detailed Construction Cost Estimate for the Project conforms to the District's Construction Budget for the Project. If requested by the District, the Design Professional shall propose additive or deductive bid alternates and incorporate those approved by the District into the Construction Design Documents.

2.5.1.4 Value Engineering. The Design Professional shall cooperate with the Program Manager so that the Project continues to meet the budget in its Design Documents phase. The Design Professional shall suggest alternative materials, systems or solutions to improve value to the District and/or reduce project cost, and shall provide design information and alternatives and necessary cost calculations to the District and/or the Program Manager to support their suggestions. The Design Professional's participation in Value Engineering may require participation in associated workshops or meetings.

The Design Professional shall incorporate those District comments and Value Engineering items approved by the District for inclusion into the Project. It is the Design Professional's sole responsibility to understand, identify and to notify the District of any unintended effects that may result from any proposed Value Engineering item regardless of its origin. Once approved, all Value Engineering Items will become part of the Approved Program and the Design Professional will be required to incorporate them into the project within the budget and schedule parameters approved at that time.

## 2.5.2 100% CONSTRUCTION DOCUMENTS PHASE:

2.5.2.1 The Design Professional shall prepare, for approval by the District, one hundred percent (100%) completed Construction Documents consisting of all Drawings and other documents

which fully fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. See Attachment "C" – Construction Documents Criteria. See Design Professional's Project Design Schedule for expected completion of 100% Construction Documents.

2.5.2.2 Finishes Selection. The District shall approve all finishes proposed by the Design Professional - who may be required to produce mock-ups and finishes boards as required or requested. The Design Professional shall endeavor to conform all suggested finishes to District standards for existing structures.

2.5.2.3 District Review of 100% Construction Design Documents. Upon achieving one hundred percent (100%) completion of the Construction Design Documents, the Design Professional shall provide the District with four (4) printed copies and two (2) copies in an approved electronic format of the same for the District's review. Design Professional will conduct a meeting to review the one hundred percent (100%) Construction Design Documents with the District, College, and pertinent groups to review and approve them. District may also submit the design documents for a Constructability Review by the Program Manager or by others, as the District see fit.

2.5.2.4 DSA Submittal. The Design Professional shall provide the District with the Construction Design Documents when the Design Professional believes the documents are ready to be submitted to DSA for review and approval. The District may authorize the Design Professional to submit the documents to DSA before a thorough review of the documents is complete based on the Design Professional's written certification that the project meets the District's established design, budget and schedule parameters. However, the District reserves the right to delay submission of the Documents to DSA until conformance with such parameters is verified to the District's satisfaction. The Design Professional shall submit the 100% Construction Documents package to DSA for review and approval after it receives District approval to do so.

2.5.2.5 Governmental Approvals. The Design Professional shall assist the District by taking the lead in filing documents and obtaining approvals required by governmental authorities having jurisdiction over the Project including filings and approvals from DSA, the local Fire District, or other local Governmental Agencies. The foregoing includes, as required, submitting for approvals, submitting applicable permits and other items necessary for approval of the Construction Design Documents, bidding of the Assigned Project, and construction of the Project. The Design Professional shall provide the District and its Program Manager periodic budget/estimate updates at DSA and/or Program Manager back check, and at issuance of each

addenda, so the District may better monitor and control costs related to DSA or other jurisdiction's requested revisions or changes.

2.5.2.6 100% CD Construction Cost Estimate. The Design Professional shall prepare a detailed Construction Cost Estimate of the one hundred percent (100%) completed Construction Design Documents. Mark-ups, contingencies and escalations will be as mutually agreed between the Design Professional and the District. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project, without fault or neglect of the District, the Design Professional shall revise the Construction Design Documents so that the detailed Construction Cost Estimate for the Project conforms to the District's Construction Budget for the Project. If requested by the District, the Design Professional shall propose additive or deductive bid alternates and incorporate those approved by the District into the Construction Design Documents.

2.5.2.7 Presentation to Board of Trustees. The Design Professional shall formally present the one hundred percent (100%) completed Construction Design Documents in a visual presentation along with the final budget to the District's Board of Trustees for their review, information and approval. This applies to new buildings, renovations and maintenance projects.

2.5.2.8 DELIVERABLES: In addition to the deliverables noted above, the Design Professional shall provide four (4) printed full size copies and two copies in an approved electronic format of the 100% Construction Drawings and specifications to the District for their use.

### 2.5.3 BID DOCUMENTS PHASE.

2.5.3.1 The Design Professional shall produce a final set of documents suitable for reproduction for bidding. The Bid Documents shall include the criteria used for Construction Documents as noted in Attachment "C, the requirements of all the design review, constructability comments and Value Engineering items approved by the District for inclusion into the Bid Documents, and shall incorporate the requirements of, and be in conformance with, all governmental authorities having jurisdiction over the Project. The Design Professional shall assemble a complete bid set that includes contract conditions, bidding requirements and other documents provided to the Design Professional by the District, and shall provide the District with one (1) printed copy suitable for reproduction and publication, two IDENTICAL copies in an approved electronic format, and three (3) additional IDENTICAL printed copies.

2.5.3.2 The Design Professional shall prepare a document itemizing all District review comments, constructability review comments,

governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the Bid Documents.

## 2.6 BIDDING OR NEGOTIATION PHASE

2.6.1 Bidding Process. The Design Professional shall assist the District in obtaining bids from Contractors for construction of the Project, and assist in awarding and preparing the Construction Contract for the Project for execution. The Design Professional's assistance shall include typical bidding issues and practices such as conducting the pre-bid job walk, attending pre-bid meetings, responding to bidder inquiries, assisting the District in issuing bid addenda, recommendations for developing alternate bid items and selection of the same for inclusion in the Construction Contract to be awarded, bid proposal reviews, and recommendations for award of the Construction Contract.

## 2.7 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.7.1 Duration of Construction Phase. The Design Professional's responsibility to provide basic Services for the Construction Phase of the Project under this Agreement commences with the award of the Construction Contract for the Project and terminates upon acceptance by all authorities having jurisdiction, or upon the District's written acceptance of the completed Project or written notice from the District that services are no longer required.

2.7.2 Administration of Construction Contract. The Design Professional shall provide administration of the Construction Contract for the Project as set forth below. The Design Professional's services in connection with administration of the Construction Contract for the Project shall be performed in a manner complementary to others providing services related to construction of the Project and/or administration of the Construction Contract for the Project, including, without limitation, the District, the Inspector of Record (IOR), the Program Manager, and providers of testing and/or inspection services required for Project construction.

2.7.3 Design Professional Duties. Duties, responsibilities and limitations of authority of the Design Professional in connection with administration of a Construction Contract for the Project shall not be restricted, modified or extended without written agreement of the District and Design Professional. The District shall be solely responsible for ensuring that any agreement between the District and Contractor or any other party constructing a portion of the Project is in conformance with the terms and conditions contained in this Agreement. If the Agreement between the District and Contractor or other party requires services of the Design Professional beyond the basic Services described in this Agreement, the District agrees that the Design Professional shall be compensated for such services, if provided, as

Additional Services or Contingent Additional Services. However, Design Professional shall not charge as Additional Services work that could/should have been performed as Basic Services during the original scheduled project duration.

- 2.7.4 Design Professional as Representative of the District. The Design Professional shall be a representative of and shall advise and consult with the District during construction of the Project until Final Payment to the Contractor for the Project is due, up to one year after the date of Substantial Completion of the work and the District's written acceptance of the completed Project or written notice from the District or Program Manager that services are no longer required. The Design Professional shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.7.5 Site Observations. The Design Professional and any of the Design Professional's consultants appropriate to the stage of work shall visit the construction site and attend weekly on-site job meetings to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents and approved Contract Schedule. The Design Professional shall coordinate scheduling of site visits with the Program Manager and all Design Professional contacts with Contractors shall be through the Program Manager. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Design Professional, the Design Professional shall keep the District informed of the progress and quality of the Work, and shall endeavor to guard the District against defects and deficiencies in the Work. The Design Professional and Design Professional's major Consultants are required to issue written Field Reports, at a minimum every month until Occupancy, outlining work in place to date, and any notification of deficiencies given to the Program Manager. *(More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.3.9 (Additional Site Observations)).* The Design Professional shall promptly advise the District of any work which the Design Professional believes is not in conformity with the Contract Documents.
- 2.7.6 Contractor Responsibilities. The Design Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Construction Contract. The Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; provided, however, that the Design Professional shall keep the District informed of any material failure of the Contractor's Progress Schedule to comply with applicable requirements of the Construction Contract Documents or material failure of the Contractor to construct the Project in accordance with the Construction Contract Documents. The Design Professional shall not

have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.7.7 Design Professional's Access to the Work. The Design Professional shall at all times have access to the Work of the Project wherever it is in preparation or progress.

2.7.8 Project Communications. Unless direct communication has been specifically authorized, the Design Professional and Contractor shall communicate through the Program Manager. Communications by and with the Design Professional's Design Consultants shall be through the Design Professional.

2.7.9 Rejection of Work. The Design Professional shall have authority to reject Work that does not conform to the Construction Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Construction Documents, the Design Professional shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.7.10 Review of Submittals. The Design Professional shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Documents, but only for the limited purpose of checking for general conformance with the design concept expressed in the Construction Documents. If the Construction Documents require the Contractor to prepare a Progress Schedule which includes submission and review of Submittals as Progress Schedule activities and the Design Professional is afforded the opportunity to participate in the District's review and approval of the Contractor's Progress Schedule, the Design Professional's review of Submittals shall conform with the final approved Contractor's Progress Schedule. If the Construction Documents do not require, or if the District elects to waive the requirement that the Contractor prepare a Progress Schedule, the Design Professional's review of Submittals shall be completed within a reasonable time so as not to delay, hinder or interrupt the orderly progression of construction of the Project and completion of Project construction within the Construction Contract Time. The timeframes for the Design Professional's reviews or re-reviews shall be no longer than the following: Shop Drawing and Submittals – twenty-one (21) calendar days; and High Priority Items – three (3) business days. These timeframes can only be changed by the District. If any of these timelines cannot be met, the Program Manager and/or the District shall be informed prior to the timeframe expiration. Review of such submittals is not conducted for the purpose



of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents. The Design Professional's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the Design Professional, of construction means, methods, techniques, sequences or procedures. The Design Professional's review of a specific item shall not indicate review of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the Design Professional shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. The Design Professional or its consultants shall not approve any substitutions proposed by the Contractor without the express, written consent of the District's authorized representative. The timeframes for the Design Professionals reviews or re-reviews of Substitutions including approvals by the District's authorized representative shall be no longer fourteen (14) calendar days.

2.7.11 Response to Contractor Questions. The timeframes for the Design Professional's responses to requested information shall be no longer than the following: Requests for Information (RFI's) – or Requests for Clarification (RFC's) – seven (7) calendar days.

2.7.12 Changes. In consultation with the District, the Design Professional shall assist in the development of procedures, forms, and processes for the issuance and evaluation of Changes or potential changes to the Work. The Design Professional shall prepare such Orders with supporting documentation and data for the District's approval and execution in accordance with the Construction Documents, and may authorize minor changes in the Work not involving an adjustment in the Construction Contract Price or an extension of the Construction Contract Time and which are not inconsistent with the intent of the Construction Documents. The Design Professional shall assist the District in evaluating Change Proposals of the Contractor and shall advise the District of the nature, extent and scope of Change Proposals along with alternatives. The Design Professional shall make recommendations to the District for issuing Change Orders (including specific adjustments of the Construction Contract Price and the Construction Contract Time) on account of Change Order Requests, Change Proposals, Construction Change Directives or other actual or potential Changes to the Work. The Design Professional shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Program Manager for the District's approval and execution in accordance with the Contract Documents.

2.7.13 Substantial Completion; Final Completion. The Design Professional, assisted by the Program Manager and Inspector of Record, shall conduct inspections to determine the date or dates of Substantial

Completion and the date or dates of Final Completion. The Design Professional shall generate a punch list, as needed and requested by the Program Manager, of all incomplete or unaccepted items of work to assist and facilitate the completion of the Project by the Contractor. The Design Professional shall forward to the Program Manager all warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Design Professional shall complete all DSA closeout procedures and requirements, including but not limited to, completion certificates, testing reports, and change order approvals. The Design Professional shall provide the District a detailed listing of documents delivered to DSA along with proof of delivery. The Design Professional shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents. The Design Professional shall determine and certify the date of Final Completion.

2.7.13.1 Commissioning. The Design Professional and its Design Consultants shall participate in the commissioning of the project and startup process and assist any third-party commissioning agents engaged by the District for such purposes. Attendance of MEP systems Design Consultant(s) shall be required at all commissioning meetings.

2.7.13.2 Project Closeout and Commissioning. The Design Professional shall assist the Program Manager in meeting its obligation to closeout the construction phase of the project within ninety (90) days of Substantial Completion. This includes, but is not limited to responding to and obtaining DSA approvals, for all RFI's, PCO's, CO's, requests for guidance, punch list inspections, issuance of completion certificates, or any other required documentation needed to close out the project including submitting all final DSA documentation. Unless directed otherwise by the District, the only exception to the ninety (90) day construction closeout window is the commissioning process. The commissioning process will extend beyond the closeout window. If the Design Professional's failure to assist the Program Manager causes the Contractor to not be able to close out the project within ninety (90) days, the Design Professional may be subject to any additional costs from the District or Program Manager caused by that failure if it is determined to result from professional negligence of the Design Professional.

#### 2.7.14 Disputes; Interpretations Under the Construction Contract Documents

2.7.14.1 Arbitrator of Disputes. The Design Professional shall interpret and decide matters concerning performance of the District and Contractor under the requirements of the Construction Documents on written request of either the District or Contractor. The Design Professional's response to such requests shall be made with reasonable promptness and

within any time limits agreed upon. The Design Professional's decisions on claims, disputes or other matters, including those in question between the District and Contractor, except for those relating to aesthetic effect as provided in Article 2.6.14.3 Aesthetic Effects, may be subject to arbitration as provided in this Agreement and in the Construction Documents.

2.7.14.2 Design Professional's Decisions. Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Design Professional shall endeavor to secure faithful performance by both District and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.7.14.3 Aesthetic Effects. The Design Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

2.7.15 Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Program Manager and the Contractor, the Design Professional shall note the conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Documents ("the Punchlist"). The Design Professional shall, in conjunction with the District, the Program Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached regarding the time for the Contractor's completion of the Punchlist, the Design Professional shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist.

2.7.16 Modification of Construction Phase Responsibilities. Notwithstanding the items of Construction Phase Basic Services described hereinabove, the scope of the Design Professional's Construction Phase Basic Services may be modified by mutual agreement of the District and the Design Professional for the Project. Modifications to the scope of Construction Phase Basic Services, if any, for the Project shall be set forth in a revision to this agreement.

### **ARTICLE 3    ADDITIONAL SERVICES**

3.1 GENERAL. The services described in this Article 3 are not included in Basic Services. If authorized by the District, Additional Services shall be paid for by the District as provided in this Agreement, in addition to the compensation for basic Services. The services described under Articles 3.2 Project Representation Beyond Basic Services and 3.4 Optional Additional Services, may be provided if authorized or confirmed in writing by the District and Design Professional. If services described under Contingent Additional Services in Article 3.3 are required due to circumstances beyond the Design

Professional's control, the Design Professional shall notify the District in writing prior to commencing such services, stating the reason for the change and estimated changes, if any, in the Design Professional's Project Contract Price or Design Professional Schedule. If the District deems that such services described under Article 3.3 are not required, the District shall give prompt written notice to the Design Professional. If the District indicates in writing that all or part of such Contingent Additional Services is not required, the Design Professional shall have no obligation to provide those services.

- 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES. If more extensive representation at the Site than is described in Article 2.7.5 Site Observations is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities. Project Representatives shall be selected, employed, and directed by the Design Professional, and the Design Professional shall be compensated therefore as agreed by the District and Design Professional. The furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Design Professional as described elsewhere in this Agreement.

- 3.3 CONTINGENT ADDITIONAL SERVICES - Contingent Additional Services consist of:

- 3.3.1 Project Quality Program. To the extent that the District or the Program Manager has instituted a Project Quality Program to more vigorously inspect the quality of construction as performed by the Contractor, the Design Professional shall conduct additional and more exhaustive inspections as specified by the Program Manager.
- 3.3.2 Revisions to Design Documents. Making revisions to the approved Design Development Documents or Construction Design Documents when such revisions are: (a) required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of such documents; or (b) due to changes required as a result of the District's failure to render decisions in a timely manner. Correction of any design errors or omissions shall not be considered Contingent Additional Services.
- 3.3.3 Assigned Project Changes. Providing services required because of significant changes in the Project including, but not limited to, size, quality, or complexity requested by the District.
- 3.3.4 Fire; Casualty. Providing consultation concerning replacement of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such damage, except to the extent that the Design Professional or its Design Consultants have caused or contributed to such fire or other casualty.
- 3.3.5 Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the District or Contractor under the Construction Contract.

- 3.3.6 Excessive Claims. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through the Design Professional and involve claims that are substantially based on alleged design errors or omissions.
- 3.3.7 Dispute Resolution Proceedings. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Design Professional is party thereto or where the claims are substantially design related.
- 3.3.8 Extended Construction Duration. Providing additional Construction Administration services when the construction duration is extended through no fault of the Design Professional.
- 3.3.9 Additional Site Observations. Providing additional site observations when construction duration is extended through no fault of the Design Professional.
- 3.4 Optional Additional Services: Additional Services consist of:
  - 3.4.1 Feasibility/Special Studies. Providing financial feasibility or other special studies, beyond what is detailed within the basic Services.
  - 3.4.2 Site Analysis. Providing planning surveys, site evaluation or comparative studies of prospective sites, beyond what is detailed within the basic Services.
  - 3.4.3 Special Surveys / Studies. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project except to the extent expressly included in the basic Services under this Agreement.
  - 3.4.4 Quantity Surveys/Inventories. Providing detailed quantity surveys or inventories of material, equipment and labor, except as provided under 2.2.7 Schematic Design Construction Cost Estimate, 2.3.3 Design Development Construction Cost Estimate, and 2.4.2 and 2.4.5 Construction Design Construction Cost Estimates (at 50% and 100% CDs).
  - 3.4.5 Ownership/Operating Cost Evaluations. Providing analyses of owning, operating and life cycle costs.
  - 3.4.6 Interior Design. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, except to the extent that such items are included in the scope of the Construction Contract for the Project or included in the scope of the Design Professional's basic Services for the Project. Basic Services shall include sufficient furniture and equipment layout to confirm the functionality of the design.

- 3.4.7 Upgrade Electrical Service. Should the need arise to augment existing utilities with new or upgraded services, provide engineering services and architectural support for an electrical substation, upgrading high voltage transformers and 480V switchgear, or the incorporation of new power sources.
- 3.4.8 Inventory of Existing Facilities. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.9 District's Agents Requirements. Services, exceeding those included in the scope of basic Services, in connection with the requirements of District's agents, representatives, vendors; i.e. bankers, insurance company, etc.
- 3.4.10 Post Final Payment. Providing services after issuance to the District of the Certificate for Final Payment for the Project except as provided under 2.1.10 LEED Certification and 2.6 Construction Administration which may extend the required service time period.
- 3.4.11 Record Documents. Providing services to prepare Record Design Documents or "As-Built" Drawings for the Project; provided, however, the Design Professional shall generally review the As-Built Drawings prepared by the Contractor for the Project.
- 3.4.12 Professional Renderings. Providing preparation and presentation services of artistic representations / renderings, either drawn and / or colored, depicting the buildings future appearance.

#### **ARTICLE 4 DISTRICT'S RESPONSIBILITIES**

- 4.1 PROJECT INFORMATION. The District shall provide information regarding requirements for the Project, including a program, which shall set forth the District's objectives, schedule, constraints and criteria for the Project.
- 4.2 CONSTRUCTION BUDGET. The District shall establish and or provide a Construction Budget for the Project.
- 4.3 DISTRICT REPRESENTATIVE. The District shall designate a representative authorized to act on the District's behalf with respect to the Project. The District's Representative shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

District designated representative shall be the person named below:

**Art Heinrich, Director – Foothill College Bond Projects  
Foothill - De Anza Community College District**

- 4.3.1 Program Management and Coordination. The District has retained a Program Manager who will act as the District's agent to direct the

Design Professional in the performance of its responsibilities. The Design Professional agrees to coordinate its work and activities with the Program Manager, and to act on the Program Manager's instructions. The Design Professional further agrees to coordinate its work with other consultants and contractors retained by the District to work on this project or on related projects.

- 4.4 SOILS; GEOTECHNICAL SERVICES. When required by the scope of the Project, the District shall furnish the services of geotechnical and soils engineers for the Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.5 DISTRICT DESIGN CONSULTANTS. The District shall furnish the services of Design Consultants other than those enumerated in Article 2, Basic Services, when such services are reasonably required by the scope of the Project and are requested by the Design Professional and approved by the District. If the District approves of other Design Consultants, in lieu of the District retaining the services of such other Design Consultants, if provided in the Project Contract, the Design Professional shall retain such other Design Consultants.
- 4.6 TEST/INSPECTION SERVICES. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Construction Contract Documents.
- 4.7 PROJECT CONSULTANTS. Except for the Design Consultants included in the Design Professional's basic Services, the District shall furnish all accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the District may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.
- 4.8 DESIGN PROFESSIONAL'S RELIANCE ON INFORMATION. The services, information, surveys and reports required by Articles 4.5 through 4.7 shall be furnished at the District's expense unless otherwise specified, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof, subject to the Design Professional's initial review and acceptance of such information, surveys and reports, and notification to the District of apparent errors or discrepancies therein.
- 4.9 DISTRICT PROVIDED SERVICES/INFORMATION. Unless otherwise set forth in this contract, the District will provide the following information/services: (a) hazardous materials assessment/abatement consultant and information; (b) Site surveys and topography; (c) specification for furniture and/or other furnishings and equipment not included in the scope of the Construction Contract awarded by the District for construction of the Project.
- 4.10 DISTRICT NOTICE. Prompt written notice shall be given by the District to the Design Professional if the District becomes aware of any fault, failure, defect,

or neglect of Design Professional or in the services provided by Design Professional hereunder; provided that the failure or delay by the District in giving such notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Design Professional, except to the extent that such failure or delay of the District is prejudicial to the Design Professional's ability to remedy any such Design Professional fault, neglect or failure.

- 4.11 AS-BUILT DRAWINGS. The District shall require the Contractor to provide the District with as-built record drawings indicating the location and size of all underground, concealed, or imbedded construction not covered in the original drawings, change orders, supplemental drawings, or Shop Drawings. The Contractor shall be required to record such construction on reproducible drawings furnished to the Contractor by the District. The Contractor shall be required to submit completed record drawings to the Design Professional for review. Such a review by the Design Professional shall not relieve the Contractor of his or her responsibilities for the accuracy and completeness of the information recorded.

## **ARTICLE 5 CONSTRUCTION COST**

- 5.1 CONSTRUCTION COST DEFINED. Construction Cost includes those costs typically included in the Construction Contract Price and shall include the total cost or estimated cost to the District for construction of all elements of a Project as designed or specified by the Design Professional. The Construction Cost shall include the cost at then current market rates of labor and materials furnished to the District and equipment designed, specified, selected or specially provided for by the Design Professional, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project during construction. Construction Cost does not include the compensation to the Design Professional under this Agreement, the costs of the land, rights-of-way, financing or other costs, which are the responsibility of the District as provided in Article 4 District's Responsibilities.

- 5.2 PROJECT CONSTRUCTION BUDGET. The Project Construction Budget for the Project is the total costs allocated by the District for construction of the Project, exclusive of the compensation to the Design Professional due under this Agreement, any Site acquisition costs, and the costs of furnishing and installing furniture, fixtures and equipment not included in the scope of the Construction Contract awarded for the Project. The Project Construction Budget is that budget stipulated in this Agreement, which may be modified from time to time by the District in consultation with the Design Professional, provided, that if the District and Design Professional are unable to mutually agree upon modifications to the Project Construction Budget for the Project, the District shall have the authority in its sole reasonable judgment to effectuate modifications to the Project Construction Budget.

- 5.2.1 Design Professional's Estimates. The Design Professional's evaluations of the District's Project Construction Budget and their detailed Construction Cost Estimates represent the Design Professional's best judgment as a design professional familiar with the



construction industry of the then current Construction Cost to construct the Project as reflected in the then current Design Documents. It is recognized, however, that neither the Design Professional nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project Construction Budget or from the Construction Cost Estimate or evaluation of Construction Cost prepared or agreed to by the Design Professional.

- 5.2.2 Bid Costs Exceeding Project Construction Budget. If within ninety (90) days of the date upon which Design Professional obtains final DSA approval for the Construction Documents for the Project, the District shall have solicited Bid Proposals from bidders for award of the Construction Contract and such Bid Proposals are opened by the District within said ninety (90) days and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (1) approve an increase in the Project Construction Budget; (2) reject all bid proposals and authorize re-bidding of the Project; (3) abandon or terminate the Project; or (4) revise the Project scope, or reduce or eliminate portions of the Project so as to limit and reduce construction costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Project pursuant to (4) above, the Design Professional shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price; if the District elects to reject all Bid Proposals and re-bid the Project, for such subsequent re-bid(s), Design Professional shall perform the obligations set forth in Article 2 above in connection with such re-bid(s) without adjustment of the Contract Price for the Project.

If the lowest bona fide Bid Proposal for this project exceeds the Project Construction Budget, and if the District elects to approve an increase in the Project Construction Budget, there shall be no adjustment to the Design Professional's Contract Price.

- 5.3 DISTRICT RESPONSIBILITY FOR RE-DESIGN COSTS. The District may, in its sole discretion, engage an independent consultant to provide a Construction Cost estimate of the Project for comparison with the Design Professional's Construction Cost estimate for the Project. If the District's independently prepared Construction Cost estimate is reconciled with the Design Professional's Construction Cost estimate for the Project and both Construction Cost Estimates are within the Construction Budget for the Project, and if Bid Proposals received for the Project exceed the Project Construction Budget as identified in Article 5.2.2 by no more than five percent (5%), then the actual cost for the Design Professional to redesign the Project, modify Construction Documents, and the efforts to re-perform obligations set forth in Article 2 shall be compensated as Additional Services in accordance with Article 11. If the bids received exceed the Construction budget as identified in Article 5.2 by more than five percent (5%), the Design

Professional shall make all necessary revisions to the Construction Documents without adjustment to the Contract Price.

## **ARTICLE 6 USE OF DESIGN DOCUMENTS**

- 6.1 DISTRICT OWNERSHIP. Ownership of the originals and reproducible drawings, specifications and other Design Documents prepared by or on behalf of the Design Professional under this Agreement, including without limitation working drawings, master plans, preliminary sketches, architectural presentation drawings, structural and other engineering calculations or computations, estimates, Schematic Design Drawings, Design Development Drawings, and Construction Drawings are and shall remain the property of the District. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said §17316 to "school district" shall be deemed to refer to the District. Upon the termination of this Agreement, termination of any Revision for the Project, or the abandonment or all or any portion of the Project, the District may use any portion of the completed drawings, specifications, estimates and other Design Documents completed at the time of termination or abandonment for any purpose relating to the Project for which the Design Documents were prepared, including without limitation, completion of Design Documents for the Project, construction of the Project, future additions, alterations, repairs, maintenance, reference, use or occupancy. The foregoing notwithstanding, the Design Professional shall be permitted to retain copies, including reproducible and electronic file copies of the Design Documents for information and reference, including the re-use of details contained in the Design Documents for other projects, provided that the rights of the Design Professional hereunder shall not be deemed to permit the Design Professional to use the Design Documents prepared under this Agreement in whole or in substantial part for other projects.

In the event that the District permits any unauthorized use, reuse or modification to the Design Documents by any person, firm or legal entity, the District agrees to indemnify, defend and hold the Design Professional, its employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of such unauthorized use, reuse or modification of the Design Documents and other documents, except where the Design Professional is found to be liable for such damages or losses by a court or forum of competent jurisdiction.

- 6.2 ELECTRONIC FILES. The Design Professional shall make available if requested to the District at each stage of its submission of Schematic Design Documents, Design Development Design Documents and Construction Design Documents, the corresponding electronic files for deliverables including Drawings and Specifications. Electronic files should be formatted in the latest version of MS Word (for Specifications and other written materials) and AutoCAD (for Drawings). All progress and final document submittals shall be both in paper and electronic formats. Wherever electronic documentation is required, the format shall be Compact Disk prepared on the most currently

available version of AutoCAD. Electronic format information shall be submitted in full compliance with the CAD Layer Guidelines developed by The Task Force on CAD Layer Guidelines and published by the American Institute of Architects Press. The Design Professional is aware that public entities are now required to make said electronic files available to contractor plan room services, upon request, at no charge pursuant to PCC§§10111.2 and 20103.7.

- 6.3 ARCHIVE OF ELECTRONIC FILES. Due to risk of damage, anomalies in transcription and modification during use, whether intended or otherwise, it is agreed that the Design Professional shall archive a copy of the electronic media transferred to the District, the contents of which it is expressly agreed shall be conclusive proof in all disputes over the content of electronic media furnished to the District. Hard paper copies of the information contained on the electronic media are available. Use of the electronic media at the District's election shall be at the sole risk of the District.

## **ARTICLE 7 DISPUTES**

- 7.1 CONTINUATION OF DESIGN PROFESSIONAL'S SERVICES. Except in the event of the District's failure to make undisputed payment of the Contract Price for the Project due Design Professional, notwithstanding any disputes between District and Design Professional hereunder, Design Professional shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. Unless otherwise agreed in writing, the Design Professional shall continue to carry out its services as provided in this Agreement and maintain its progress during any proceedings undertaken pursuant to this Article, and the District shall continue to make payments to the Design Professional in accordance with this Agreement, except for matters specifically relating to the dispute.
- 7.2 MANDATORY MEDIATION. All claims, disputes and other matters in controversy between the District and the Design Professional arising out of or pertaining to this Agreement or any Project Revision, shall be submitted for resolution by non-binding mediation conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of JAMS in effect as of the date that a Demand for Mediation is filed, except as expressly modified herein. The locale for any mediation commenced hereunder shall be the regional office of the JAMS located in San Francisco. The commencement and completion of mediation proceeding pursuant to the foregoing is a condition precedent for either the District or the Design Professional initiation arbitration proceedings under Article 7.3 Arbitration of this Agreement. The Design Professional and District shall each bear their own fees, costs and expenses incurred in connection with, or otherwise arising out of, mediation proceedings commenced hereunder.
- 7.3 ARBITRATION. If Mandatory Mediation under Article 7.2 is unsuccessful, all unresolved claims, disputes and other matters in controversy shall be resolved by binding arbitration conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of JAMS in effect as of the date that a filing of a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS located in San Francisco. The following items apply to both Section 7.2 and 7.3:

1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 5 below.

2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.

7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest initiation Date. The parties will take such action, if any, required to effectuate such tolling.

The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable giving time after the occurrence of the claim, dispute or other disagreement giving rise to the

Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) shall not award arbitration costs, including Arbitrators' fees to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §§1285 et seq.

## **ARTICLE 8    TERMINATION, SUSPENSION OR ABANDONMENT**

- 8.1    TERMINATION FOR DEFAULT. This Agreement or a Project Revision may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, or a Project Revision, through no fault of the party initiating the termination.
- 8.2    DISTRICT RIGHT TO SUSPEND. If the Project is suspended by the District for more than sixty (60) consecutive days, the Design Professional shall be compensated for services performed prior to notice of such suspension. When the Assigned Project is resumed, the Design Professional's compensation shall be equitably adjusted to provide for expenses incurred as a direct result of the suspension and the resumption of the Design Professional's services.
- 8.3    DISTRICT RIGHT TO ABANDON. A Project Revision may be terminated by the District upon not less than seven (7) calendar days' written notice to the Design Professional in the event that the Assigned Project is permanently abandoned. If the Project is abandoned by the District for more than ninety (90) consecutive days, the Design Professional may terminate the Project Contract for the Project by giving written notice.
- 8.4    DESIGN PROFESSIONAL SUSPENSION. Failure of the District to make payments to the Design Professional in accordance with this contract may be treated by the Design Professional as substantial nonperformance and cause for termination. If the District fails to make payment when due under this

contract, the Design Professional may, upon seven (7) calendar days' written notice to the District, suspend performance of services under this Agreement. Unless the payment in full is received by the Design Professional within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Professional shall have no liability to the District for delay or damage caused the District because of such suspension of services. The Design Professional shall further have the right to retain possession of all Drawings, Specifications and other Design Documents prepared for the Project until full payment of all amounts due for services performed has been received. The Design Professional shall not be held liable for any claims, liabilities, costs and expenses, damages or losses that may result from any such withholding of Drawings, Specifications and other Design Documents. No failure on the part of either party of this Agreement to exercise its rights hereunder shall be or operate as a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

8.5 COMPENSATION TO DESIGN PROFESSIONAL. In the event of termination of this Agreement which is not the fault of the Design Professional, the Design Professional shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Article 8.6 District Termination for Convenience.

8.6 DISTRICT TERMINATION FOR CONVENIENCE. The District may, at any time, upon seven (7) calendar days advance written notice to Design Professional terminate the entirety of this Agreement for the District's convenience and without fault, neglect or default on the part of Design Professional. In such event, this Agreement shall be deemed terminated seven (7) calendar days after the date of the District's written notice to Design Professional or such other time as the District and Design Professional may mutually agree upon. If the District terminates this Agreement, the District shall make payment to the Design Professional for services provided for the Project through the date of termination plus actual costs incurred by Design Professional directly attributable to such termination.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

9.1 GOVERNING LAW; INTERPRETATION. This Agreement and each Revision issued hereunder shall be governed by the laws of the State of California. This Agreement and any Revision issued hereunder shall be interpreted in accordance with their fair meaning and not strictly for or against the District or the Design Professional.

9.2 STATUTE OF LIMITATIONS. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for the Project for acts or failures to act occurring prior to Substantial Completion of the Project, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion of the Project, except for duties performed for up to one (1) year after Substantial Completion.

- 9.3 WAIVER OF PROPERTY DAMAGE. District and Design Professional waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The District and Design Professional each shall require similar waivers from their contractors, consultants and agents.
- 9.4 SUCCESSOR AND ASSIGNS. The District and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither District nor Design Professional shall assign this Agreement without the written consent of the other.
- 9.5 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the District and Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Design Professional.
- 9.6 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Design Professional.
- 9.7 ASBESTOS; PCBs; TOXIC SUBSTANCES. Unless otherwise provided in this Agreement, the Design Professional and Design Professional's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Accordingly, the District hereby agrees that no claim or suit for negligence, breach of contract, indemnity or any other cause of action will be brought by the District against the Design Professional, its employees and consultants arising out of the presence of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as defined by the Environmental Protection Agency or any other public authority, in any building or structure that is the subject of services performed by the Design Professional on this Project. The District further agrees to indemnify, defend and hold the Design Professional, its employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the presence of hazardous substances, including, but not limited to, asbestos or asbestos-related materials, except where the Design Professional is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.
- 9.8 DESIGN PROFESSIONAL USE OF PROJECT MATERIALS. The Design Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Design

Professional's promotional and professional materials. The Design Professional's materials shall not include the District's confidential or proprietary information if the District has previously advised the Design Professional in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Design Professional on the construction sign and in the promotional materials for the Project.

9.9 DESIGN PROFESSIONAL AND DESIGN CONSULTANTS INSURANCE.

Unless otherwise stated, at all times during performance of services under this Agreement, the Design Professional and each of its Design Consultants under this Agreement or for an Assigned Project shall obtain and maintain the following insurance coverage: Each of the Design Professionals Design Consultants shall maintain insurance coverage equal to fifty percent (50%) of the amount listed below.

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Aggregate	\$2,000,000

Prior to commencement of services for the Project, the Design Professional shall deliver to the District Certificates of Insurance evidencing the insurance coverage required hereunder for the Design Professional and each Design Consultant for the Project. Said Insurance Certificates shall also show the deductible or any self-insured amounts of each policy. All policies of insurance required hereunder shall be acceptable only if issued by insurer(s) authorized to issue insurance by the State of California and the insurer(s) are reasonably acceptable to the District. Coverage under each of the required insurance policies shall, whether by endorsement or otherwise, provide that the coverage there under shall not be modified, cancelled or allowed to expire without at least thirty (30) days advance written notice to the District. The District and its consultants shall be named as Additional Insured to the Commercial Liability Insurance policy of the Design Professional and each of its Design Consultants for the Project. The District shall have the right to withhold any and all payments due Design Professional until the appropriate and complete Certificates of Insurance are provided.

9.10 DSA STANDARDS. Design Professional understands and agrees that the Project will be subject to regulatory review and approval by the Division of the State Architect (DSA), and understands and agrees that a higher level of design drawings and construction are required to meet State of California requirements. The Design Professional shall manage, coordinate, and expedite when required, all necessary communications and meetings for



timely resolution of all DSA issues and requirements to assist the Project Schedule and provide all timely required DSA documentation through and including close out of the project. The Design Professional recognizes that due to state budgeting restrictions, DSA is understaffed and submissions to DSA may require substantial lead times, and should factor that in accordingly.

9.11 DEFINITIONS. Unless otherwise set forth in this Agreement, the following terms shall be as defined herein.

9.11.1 Construction Contract. The Contract for Construction awarded by the District to a Contractor for the construction the Project. The District may, in its sole and exclusive discretion award one or more Construction Contracts for construction of the Project; if the District elects to award one or more Construction Contracts for construction of the Project, references herein to "Construction Contract" shall refer to all Construction Contracts awarded by the District for the Project.

9.11.2 Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If the District awards more than one Construction Contract for construction of the Project, references in this Agreement to the Contractor shall be deemed references to all Contractors awarded a Construction Contract for the Project.

9.11.3 Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Design Professional or its Design Consultants for the Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Design Professional or a Design Consultant for the Project. As applicable by the context in which the term "Design Documents" is utilized, the term Design Documents includes the Design Documents prepared by or on behalf of the Design Professional during the Schematic Design, Design Development and Construction Documents Phases of this Agreement.

9.11.4 Design Consultant(s). Design Consultant(s) are individuals or entities retained by Design Professional to provide or perform a portion of the Design Professional's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Design Professional's services or work product assigned by having previously provided design consulting services for California public school project design and construction. Within seven (7) days of the signing of this contract by the Design Professional, the Design Professional shall submit a complete list of all Design Consultants it intends to utilize on this Project. The District shall have the right to reasonably disapprove a Design Consultant. Design Professional shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Design Professional shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities,

actions or demands arising out of the services or work product provided or performed by Design Consultants.

9.11.5 Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.

9.11.6 Site. The physical area for construction and related activities of the Project.

9.11.7 Construction Cost Estimate. Construction Cost Estimates are detailed estimates prepared by or on behalf of the Design Professional of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative costs as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Project and shall accurately estimate the full value of the Project scope included in the Project Construction Budget.

9.11.8 Construction Contract Time. The Construction Contract Time is the duration allowed under a Construction Contract awarded by the District for the Project for the Contractor to achieve Substantial Completion of construction of the Project.

9.11.9 Construction Contract Price. The Construction Contract Price is the Contract Price due from the District to a Contractor awarded a Construction Contract for the Project.

9.11.10 Project Contract Price. The Project Contract Price is the estimate of the total amount payable by the District to the Design Professional for the Basic Services of the Project.

## **ARTICLE 10 PAYMENTS TO THE DESIGN PROFESSIONAL**

10.1 DIRECT PERSONNEL EXPENSE. The Project Contract Price includes the Design Professional's Direct Personnel Expenses and related overhead costs. These are defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, travel to and within San Francisco, San Mateo, Santa Clara, Contra Costa, and Alameda Counties, insurance and other overhead costs associated with or arising out of performance of basic Services for an Assigned Party, except for Reimbursable Expenses.

### **10.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

10.2.1 Design Professional Billings to District. During the course of providing basic Services, the Design Professional shall submit monthly billing invoices to the District for payment of the Contract Price for basic

Services. Additional Services performed or incurred in the prior month shall not be billed for until receiving written authorization from the District or its representative. Design Professional's billings shall be in such form and format as may be reasonably requested by District, including without limitation, allocation of billings to pending Projects.

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

## **ARTICLE 11 PROJECT CONTRACT PRICE & BASIS OF COMPENSATION**

11.1 COMPENSATION FOR SERVICES. The Contract Price and the basis of payment for basic Services, Additional Services, Contingent Additional Services, and Reimbursable Expenses shall be as identified below.

### **FEE BREAKDOWN**

	Authorized To Proceed
BASIC SERVICES	
Schematic Design	\$ 37,500.00
Design Development	\$ 37,500.00
Construction Documents	\$ 77,136.00
DSA Process and Review	\$ 15,000.00
Bidding	\$ 15,000.00
Construction Administration	\$55,000.00
DSA Closeout	\$15,000.00
TOTAL\$	252,136.00

### 11.2 COMPENSATION FOR ADDITIONAL SERVICES

Compensation for the personnel of the Design Professional and Design Consultants performing authorized Additional Services shall be in accordance with the applicable provisions set forth above. All requests for Additional Services must be supported by employee time cards that show the exact hours worked and describe in sufficient details the specific Additional Services performed.

### 11.3 COMPENSATION FOR REIMBURSABLE EXPENSES

11.3.1 Hourly Compensation. If compensation for services is authorized on a time-and-materials basis, payment for reimbursable expenses will be made as noted above.

11.3.2 Lump Sum Compensation. Unless otherwise stated, if compensation for services is authorized for a lump sum, compensation for miscellaneous costs incurred in the interest of the Project shall be included in the compensation for Services and includes elements such as, but not limited to, mileage incurred, reproductions and computer plotting needed for the Design Professional's contracted services and coordination, courier, telephone and FAX charges. Reprographics include all of the noted sets of the completed schematic design drawings, design development package, construction documents package and Bidding package plus any reproductions necessary to submit to Authorities Having Jurisdiction over the Project. Color and Finish Boards are also a part of Basic Services and are not considered a reimbursable expense. The following reimbursable costs are not included in the lump sum compensation for Basic Services and shall be reimbursed at cost plus a ten percent (10%) charge for administration and overhead with a not-to-exceed amount of the total contract noted above.

- Travel Costs: The reasonable expense of travel costs incurred by the Design Professional or their consultants when requested by the District to travel to a location more than seventy-five (75) miles from either: the project site, Campus' office(s), or the District's office, incurred in performing the work.
- Reproduction Costs: Reproduction costs of required plans, specifications, bid and contract documents beyond what are described above, excluding addenda, construction clarifications or supplemental instructions. Other District-requested reproduction costs for renderings or similar presentation materials are considered reimbursable if not included in the Basic Services or provided for in this Agreement.
- Plan Check/Permit Fees: Fees paid to the Division of the State Architect or other Regulatory Agency.

## ARTICLE 12 INDEMNIFICATION

### 12.1 DESIGN PROFESSIONAL INDEMNITY OF DISTRICT.

#### Disclosure of Indemnity Contract Provision as per Public Contract Code Section 20103.6

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 in-place work during or after project completion; or (c) all other proximately related 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 a subcontractor 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 District regarding any claim by a construction contractor and any contractual requirement concerning participation in any court proceeding or arbitration.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code 2782.8 and shall apply to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional.

- 12.2 DESIGN PROFESSIONAL REIMBURSEMENT OF DISTRICT ATTORNEY'S 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 attorney's 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.
- 12.3 DESIGN PROFESSIONAL BOUND TO ARBITRATION BY OTHER CLAIMS. In the event of any claim, arbitration demand filed on behalf of the prime contractor or any subcontractor 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.
- 12.4 DISTRICT 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.

This Agreement entered into as of the day and year first written above.

"DISTRICT"

Foothill-De Anza Community College District

\_\_\_\_\_  
Charles Allen

*Executive Director of Facilities, Operations, and Construction Management*

"DESIGN PROFESSIONAL"

Ratcliff Architects

\_\_\_\_\_  
[Illegible signature]

Design Professional Services  
Standard Form of Agreement  
Foothill De Anza Community College District

Attachments to this Agreement consist of the following:

Attachment "A": Schematic Design

Attachment "B": Design Development Criteria

Attachment "C": Construction Documents Criteria

Attachment "D": Project Schedule

Attachment "E": Not Used

Attachment "F": Not Used

Attachment "G": Estimating Standards

Attachment "H": Project Program included in this Agreement

## **Attachment "A": Schematic Design Criteria (Included for reference only)**

### **Schematic Design (SD) Criteria**

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

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



010. Outline Specifications

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

## Attachment "B": Design Development Criteria

### Design Development (DD) Criteria

Design Development Documents should consist of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials, equipment and labor, safety and maintenance requirements, and energy conservation.

1. **Architectural Design / Documentation** consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the entire Project through:

01. **Plans, sections and elevations**

- A. 1/8" scale CADD (preferably) plans, including roof plan, with overall dimensions and column lines identified.

1. Major elements such as entrances, elevators, toilet rooms, mechanical spaces and shafts located.

2. Extent of basements (If any)

3. Roof plan with mechanical penthouses or roof mounted equipment.

- B. Key ACAD sections through the entire building indicating floor to floor height, ceiling height, relationship of windows and cladding, parapets, and relationship to finished grade.

1. Illustrate floor relationships, construction thicknesses and profiles, vertical circulation and special features.

- C. Minimum 1/8" scale, dimensioned ACAD elevations of all building facades indicating materials, systems and glazing types.

02. **Typical construction details**

- A. Large scale, typical wall section(s) of each major type of wall treatment indicating basic flashing, wall composition and materials.

- B. Typical window types and details.

- C. Partition types and typical doors and frames including typical borrowed light conditions.

- D. Typical stair construction and details.

- E. Identification of any special conditions such as raised flooring, shielding requirements, automatic doors etc.

03. **Three dimensional sketch(es) as furnished to the District**

04. **Study model(s) as prepared as a part of the project**

05. **Final materials selections**

- A. Identify all exterior materials

- B. Interior finish schedule including ceiling heights for all major and typical spaces.

06. **Equipment layouts**

- A. Special equipment types and locations

07. **Other Information**

- A. Specifications -

1. Draft front end and general conditions

2. Draft technical sections or samples from similar jobs

- B. Geotechnical Report

- C. Code analysis review

- D. Acoustical report (if applicable)

- E. Updated program statement

- F. Area/Volume statistics
- G. Updated schedule

2. **Structural Design / Documentation** services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents In sufficient detail to establish:

01. Basic structural system and dimensions

A. Foundation system design

1. Sheeting & shoring requirements

- a) Scaled plan locating sheeting with typical details & elevations.
- b) Quantifiable tie-back criteria, if required.

2. Spread Footing / Mat Slab Design

- a) Scaled plan (1/8" preferred) indicating isolated footings, continuous footings, slabs on grade and foundation walls. Slab elevations and bottom of footing elevations noted.
- b) Schedule of isolated footings, by type, Indicating size and reinforcing requirements.
- c) Typical continuous footing details indicating sizes and reinforcing requirements.
- d) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- e) Slab on grade details indicating thickness and reinforcing requirements.
- f) Waterproofing and foundation drainage requirements.

3. Pile / Caisson Design

- a) Scaled plan (1/8" preferred) indicating pile / caisson sizes & quantities, caps, grade beams, slabs on grade and foundations walls. Slab elevations and bottom of cap / grade beam elevations noted.
- b) Length of piles / caissons including amount of rock socketing.
- c) Type of piles with loading criteria.
- d) Pre-augering requirements noted.
- e) Casing requirements noted.
- f) Types and number of tests noted.
- g) Schedule of typical cap and grade beam designs indicating sizes and reinforcing requirements.
- h) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- i) Slab on grade details indicating thickness and reinforcing requirements.
- j) Waterproofing and foundation drainage requirements.

4. Slurry Wall Design

- a) Scaled plan (1/8" preferred) indicating slurry wall layout, slabs on grade and any additional foundation walls. Slab elevations and top of slurry wall elevations noted.
- b) Length of slurry wall including amount of rock socketing.
- c) Thickness of slurry wall with reinforcing requirements.
- d) Section showing guide wall requirements.
- e) Quantifiable tie-back criteria, if required.
- f) Types and number of tests noted.
- g) Typical foundation wall & pier conditions Indicating sizes & reinforcing requirements.

h) Slab on grade details indicating thickness and reinforcing requirements.

i) Waterproofing and foundation drainage requirements.

5. Special Foundation Systems

a) Information similar to above allowing for adequate quantification & pricing.

B. Main Structural System Design

1. Steel Structural Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, column lines piece type & sizes, moment connections and bracing locations. Slab elevations noted.

b) Column criteria, preferably, a schedule with base & leveling plates.

c) Bracing elevations with members sized.

d) Girder & truss elevations with members sized.

e) Criteria for curtain wall wind bracing loads and criteria for skylight Supports,

f) Tie-rod & cable requirements.

g) Typical connection details.

h) Typical special connection detail (i.e., pipe conditions)

i) Typical exterior wall sections / details.

j) Typical framing @ floor & roof openings with quantity allowance.

k) Typical beam opening details with quantity allowances.

l) Allowances for slab depressions, equipment support, roof screen support, window washing anchorage, satellite dish support, etc.

m) Slab locations, thickness and deck type / size.

n) Type of deck closure relative to light gauge or bent plate material.

o) Number of deck shear connectors noted.

p) Spray fireproofing or concrete encasement criteria.

q) Priming / painting criteria.

2. Cast-in Place Concrete Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab elevations noted.

b) Column criteria, preferably, a schedule with sizes and reinforcing requirements.

c) Structural wall, beams & column drop sections & details with reinforcing requirements.

d) Structural girder sections & details with reinforcing requirements.

e) Criteria for curtain wall wind bracing loads and criteria for skylight supports.

f) Typical exterior wall sections / details.

g) Typical reinforcing @ floor & roof openings with quantity allowance.

h) Typical beam opening reinforcing with quantity allowances.

i) Embed allowance requirements (ie. Loading dock angles, sleeves, steel support plates, etc.)

j) Slab placement criteria.

k) Finishing & curing criteria.

3. Structural Precast Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab elevations noted.

- b) Column criteria, preferably, a schedule w/ sizes and reinforcing requirements.
- c) Structural floor, wall, beam sections & details with reinforcing requirements.
- d) Structural girder sections & details with reinforcing requirements.
- e) Stair element system - if precast.
- f) Criteria for curtain wall wind bracing loads and criteria for skylight supports,
- g) Typical exterior wall sections / details.
- h) Typical reinforcing @ floor & roof openings with quantity allowance.
- i) Typical beam opening reinforcing with quantity allowances.
- j) Embed allowance requirements (ie. Piece connections, loading dock angles, sleeves, steel support plates, etc.)
- k) Topping slab placement criteria.
- l) Finishing & curing criteria.
- m) Caulking criteria

4. Wood / Light Gauge Framing Systems

- a) Scaled plans (1/8" preferred) indicating layout of floor framing, openings, column lines and structural wall locations. Slab elevations noted.
- b) Wood species, sizes and rating requirements required for all framing elements.
- c) Metal stud and joist sizes and gauge.
- d) Typical connection details.
- e) Truss elevations.
- f) Typical exterior wall sections / details.

02. Final structural design criteria

- A. Live load criteria should be finalized.
- B. Dead loads criteria should be substantially established.
- C. Wind load criteria should be finalized.
- D. Special provisions for concentrated loads, openings & equipment loads should be substantially established.
- E. Deflection & vibration control criteria should be established.
- F. Thermal movement control should be established.
- G. Subsurface waterproofing methods indicated.

03. Foundation design criteria

- A. Soil bearing capacity.
- B. Boring & test pit data.
  - 1. Water table data.
  - 2. Contaminated soil removal criteria.
  - 3. Potential subsurface obstruction allowance established.
  - 4. Potential rock / ledge removal.

04. Preliminary sizing of major structural components

- A. Refer to .01 for requirements by systems type.

05. Critical coordination clearances

- A. Sections at critical clearance areas with detailed dimensions.

06. Outline specifications or materials lists

- A. Specifications are expected to indicate material and installation requirements by major structural components.
- B. Typical (generic) specifications sections to be issued are as follows:
  - 1. Earthwork

2. Cast-In-place Concrete
  3. Structural Precast Concrete
  4. Reinforcing
  5. Structural Steel
  6. Steel Joists
  7. Metal Decking
  8. Light Gauge Metal Framing
  9. Metal Stairs & Railings
  10. Rough Framing — Carpentry
  11. Wood Trusses
3. **Mechanical Design / Documentation** consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications to establish:
01. HVAC System
    - A. Heating and cooling design load calculations
      1. Approximate equipment sizes and capacities
    - B. Preliminary equipment layouts
      1. Size, Location and routing of major ductwork
      2. Single line diagram of branch ductwork, with sizes and capacities, piping diagrams, identify heating zones, VAV boxes etc.
    - C. Equipment schedule with sizes and capacities
    - D. Required space for equipment
    - E. Required chases and clearances
    - F. Acoustical and vibration control
    - G. Visual impacts
    - H. Energy conservation measures
      1. Temperature control system description
  02. Plumbing
    - A. Locate all plumbing fixtures including roof drains
    - B. Specify pipe, fixture and equipment materials
    - C. Locate floor drains
    - D. Provide sanitary and storm system riser diagrams
  03. Fire Protection System
    - A. Identify fire pump requirements and size
    - B. Specify sprinkler system types (dry and wet)
    - C. Specify sprinkler head type (concealed, semi-recessed, exposed)
4. **Electrical Design / Documentation** consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish:
01. Criteria for lighting, electrical and Communications systems
    - A. Preliminary, typical light fixture layout
    - B. Identify telephone, data and duplex requirements
  02. Approximate sizes and capacities of major components
    - A. Specify emergency generator requirements and quantity and size of auto transfer switches
  03. Preliminary equipment layouts
    - A. Provide panel and equipment schedule
    - B. Specify data technology system

- 04. Required space for equipment
- 05. Required chases and clearances
  - A. Provide one-line, riser diagram
- 5. **Civil Design / Documentation** consisting of continued development and expansion of civil Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.
  - 01. Site Plan showing buildings, paving walls, curbs, retaining walls and property lines.
    - A. Site lighting layout
  - 02. Boring information
  - 03. Typical sections through paving, walkways and curbs
  - 04. Site drainage pattern and location of utilities and points from which services will be run to the building.
    - A. Indicate all underground utilities and services (sized and prosited), existing and proposed.
- 6. **Landscape Design / Documentation** consisting of continued development and expansion of landscape Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for landscape work.
  - 01. Landscape plan showing types and quantities of planting
  - 02. Plans showing existing grades in relation to finish grades
  - 03. Parking layouts
- 7. **Interior Design / Documentation** services during the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details relative to:
  - 01. Interior construction of the Project
    - A. Floor plans and reflective ceiling plans drawn to 1/8" scale.
    - B. Partition types indicated and noted on plans.
    - C. Door & frame types designed and noted on schedule.
    - D. Any additional secondary framing requirements noted. (ie. mezzanines, stages, stairs, ramps, etc.)
    - E. Interior railings indicated in plan and elevation with typical detail.
    - F. Typical interior details noted.
  - 02. Special Interior design features
    - A. Large scaled plans, elevations & sections drawn for feature design elements.
    - B. Decorative flooring & ceiling patterns/ elements indicated.
  - 03. Furniture, furnishings and equipment selections
    - A. Casework, millwork indicated in plan and elevation with typical details.
    - B. Equipment requirements indicated on plans.
    - C. Equipment schedules (ie. Food service, laboratory equipment, etc.)
    - D. Note new versus existing to be re-used and any modifications necessary to adapt to new locations.
  - 04. Materials and finishes and colors

- A. Interior finishes schedule for floors, walls, ceilings & base requirements.
- B. Door & frame schedule.
- C. Hardware schedule or hardware sets.



## **Attachment "C": Construction Documents Criteria**

### **Construction Documents (CD) Criteria**

The Construction Document Phase shall consist of Drawings, Specifications and other documents setting forth in detail the construction requirements, bidding and contracting for the construction of the project based on approved Design Development Documents:

1. **Architectural Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Architectural construction requirements for the project. Included with the detail but not limited to:
  - a. Floor Plans for each floor indicating:
    - (1) Spaces fully articulated, detailed, labeled, dimensioned and numbered.
    - (2) Material finishes identified.
    - (3) Doors numbered and hardware sets shown / scheduled.
    - (4) Built-in furniture.
  - b. Architectural drawings shall be coordinated with the structural, mechanical and electrical drawings as well as the project specifications.
2. **Structural Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Structural construction requirements for the project.
3. **Mechanical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Mechanical construction requirements for the project.
4. **Electrical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Electrical construction requirements for the project.
5. **Civil Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Civil construction requirements for the project.
6. **Landscape Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Landscape construction requirements for the project.
7. **Interior Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Interior Design requirements for the project.

8. **Development and Preparation of the Project Specifications** describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
9. Calculations determining design elements included in the Drawings and Specifications, including structural, mechanical, electrical and other calculations confirming compliance with code-mandated or programmed requirements.

### Attachment "D": Project Schedule

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Preliminary Design	3/6/2012	5/7/2012
Construction Documents	5/7/2012	7/8/2012
DSA Review	7/8/2012	10/9/2012
Bid Phase	10/10/2012	01/6/2013
Construction Phase	01/6/2013	07/8/2013
Closeout Phase	07/08/2013	10/08/2013

**Attachment "E": District Construction Program Design Standards**

NOT USED

**Attachment "F": District Program High Performance Design Requirements**

NOT USED

## **Attachment "G": Estimating Standards**

The Foothill De Anza Community College District Construction Program uses a standard estimating format for which all estimates shall comply. The purpose is to:

- Provide consistency between estimates prepared by different entities (e.g. Design Professional, Program Manager, School Construction).
- Ensure that quantities of material developed or assumed by different estimators are consistent.
- Ensure that assumptions, exclusions, and inclusions considered by estimators are consistent with the intent of the Design Professional.
- Ensure that contingencies for design, construction and escalation assumed by different estimators are consistent.

### **ESTIMATE FORMAT**

1. Provide a cover sheet matching the format of the District's budget.
2. Prepare all estimates in "present day" dollars and present the cost anticipated at time of construction, as described in item 4.
3. All plan sheets must contain the following information:
  - Project Name
  - Design Professional's Name
  - The document date
  - Sheet number
  - Name of the Estimator
  - Type of estimate (i.e. Conceptual, Schematic, Design Development or Construction Document)
4. Break down costs as follows:
  - a. Cost in present day dollars
    - Trade costs for complete project
    - Taxes Included and Excluded
    - General Conditions
    - Overhead and profit
    - Allowances for LEED Certification if applicable
    - Allowances for special features (if not well defined)
    - Design Contingency as a % (check w/ Program Manager)
    - TOTAL present day cost
  - b. Construction Budget
    - Multiply total present day cost times a yearly escalation factor to determine Construction Budget as defined in Article 5.2. Escalation factor and construction schedule to be agreed upon by the Design Professional and District.
    - TOTAL Construction Budget
  - c. Other Costs
    - Programmed equipment and work outside Project scope (if any)
    - Sub Total
    - Construction Contingency (5% - Check w/ Program Manager)
    - ESTIMATE TOTAL

5. Present the Estimate Summary in CSI (Construction Specifications Institute) Format used in preparation of the Project specifications. Identify major items of work within each division.
6. If Project includes renovation and addition, provide estimates for each separately. Both estimates must be prepared using the same format with quantities, unit, unit price, and the total.
7. Provide back-up sheets for each division of work to include the basic information of: Description, Quantities, Unit, Unit Price, Total.
8. Summarize the total cost for each division.
9. List project gross and assignable areas as defined in plans and Specifications and broken down by renovation versus new construction.
10. List assumptions and clarifications.
11. List allowances with descriptions, units and values.
12. List exclusions.

## **Attachment "H": Print Shop and Plant Services Program**

### **General Requirements:**

- Design services, with clarifications as follows:
  - Design to construction budget of \$2,007,000 using the information collected in the Foothill College Print Shop and Plant Services Feasibility Study published by Ratcliff Architects January 9, 2012, per programming data collected as part of report creation, and per direction provided by the District.
  - The Program Phase (article 2.2) and the Schematic Design Phase (article 2.3) does not apply to this Agreement.
  - The Schematic Design (SD) (article 2.3) and Design Development (DD) Phases (article 2.4) and the Construction Design (CD) Documents Phase (article 2.5) shall be combined into one phase
  - Design Meetings: At a minimum the review process will include two (2) formal design reviews; 50% Construction Documents Review and 100% Construction Documents Review. Additional meetings: if the successful completion of these phases are not met by then additional meetings may be required.
  - Respond to District's review comments, with actions taken or not taken and reasons.
  - Provide five (5) sets of drawings, specifications with electronic copies of all documents at each design review meeting and for the Bid Phase Documents.
  - Collaborate with Program Manager on Front Ends and Technical Specification to coordinate and remove redundancies between Front Ends and Technical Specifications
  - Technical Specifications per 2004 CSI Master Format

### **Bid Phase Services**

Bid phase services per the Agreement, which includes, but is not limited to:

- Attend pre-bid meeting and bid walk with prospective bidders and answer questions that arise in regards to the scope of work and the construction documents.
- Provide clarifications and responses to bidder's questions during Bid Phase.
- Provide addenda to contract documents during Bid Phase, if required.

### **Construction Administration Services**

Construction Administration phase services per the Master Agreement, and includes but is not limited to any additional requirements identified below:

- Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that may arise.
- Review and provide the construction submittal register with the contractor for all required submittals, schedule, and process to achieve on time completion of the project.
- Review construction submittals for compliance with the contract documents.
- Reply to Requests for Information (RFI's) with appropriate technical answers.
- Meet bi-weekly with the Contractor and designated Foothill-De Anza CCD representatives to review progress.
- Review and approve Schedule of Values and Applications for Payment issued by the contractor.



- Provide direction to the contractor to resolve field conditions in an expeditious manner.
- Review project for approval of substantial completion and supply AIA G704 Certificate of Substantial Completion.
- SGH will perform six (6) site visits to review the work in progress and verify general compliance with the Contract Documents. From each site visit, a field report will be developed. It is agreed that four (4) of the six (6) visits will be on the same day as the progress meetings.
- Review installation of mock-ups for concrete repairs. Test concrete repair mockups and provide a report of testing.
- Review and provide recommendations to the College for responding to change order requests issued by the Contractor.
- Provide a punch-list for correction of non-compliant construction items, and provide a follow up site visit to confirm the punch list is completed and final completion is accomplished.
- Provide a letter to the District at Final acceptance stating that all requirements of the contract documents have been completed and accepted.
- Assist with project closeout documents and requirements, including review contractor supplied operations and maintenance manuals, warranty binder, and as-built drawings.
- After completion of the project, consultant shall provide a list of preventative maintenance items for follow up by District maintenance personnel.

Title: Change #14 to Agreement for Services  
Vendor: Ratcliff  
Agreement Date: February 3, 2009  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 19,510.00  
For: Additional design services for observation of exhaust fan factory testing;  
feasibility study of a blade sever installation; miscellaneous structural revisions;  
temporary ADA ramp and drainage at the Print Shop; and a no cost contract time  
extension to 6/30/2013.

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

Action Requested: Approval

CHANGE NO. 14 TO AGREEMENT FOR SERVICES

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

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

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

None

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and  
Ratcliff Architect

hereinafter called "Contractor".

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

Additional design services for the following items:

- a) Strobic Exhaust Fan Testing
- b) Miscellaneous Structural Revisions
- c) Blade Sever: Programming
- d) Temporary ADA Ramp and Drainage for Print Shop Site
- e) No cost contract time extension from 12/31/2011 to 06/30/2013.

Please see Attachment A for more detail.

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

This is a Not to Exceed add service contract for \$19,510.00

See Attachment B for fee break down.

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

ORIGINAL AGREEMENT AMOUNT\$ 845,140.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 5,131,574.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 19,510.00  
NEW TOTAL AGREEMENT AMOUNT\$ 5,996,224.00

In any event, the total payment for services of contractor shall not exceed \$ 5,996,224.00  
and District shall have the right to withhold payment if District determines that the quantity or  
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first  
paragraph of this contract, and shall continue until June 30 20 13.

Wm. J. Bley  
Contractor Signature

2/16/2012  
Date

Ratcliff  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **Attachment A**

The scope of Additional Services includes:

- A) **Strobic Exhaust Fan Testing**  
At district request, the design team will coordinate and witness the testing of the strobic exhaust fans for acoustical performance at Energy Labs in Tijuana, Mexico. Team will provide brief memo confirming the observation and the test method used.
- B) **Miscellaneous Structural Revisions**  
At district request, the design team has incorporated revisions due to various issues with site concrete, including questions over the mix, the pour at Line F, the pour for the lab building retaining wall and the wall repairs for the utility and elevator enclosures.
- C) **Blade Server: Programming**  
At district request, the design team will work with District Representatives to program a new departmental server room in Storage Room 4815, in the Lab Building. Programming will include one meeting to review of options and alternates and review of construction cost estimate.
- D) **Temporary ADA Ramp and Drainage for Print Shop site**  
At district request, the design team will prepare revisions to the Contract Documents in order to provide a temporary ADA ramp and temporary drainage for the print shop and (future) plant services site.
- E) No cost contract time extension from 12/31/2011 to 06/30/2013.

## Attachment B

### A) Strobic Exhaust Fan Testing:

<u>Consultant Fees:</u>		
SFMI:	\$5,090	
Consultant Markup 10%:	\$510	
Sub-Total:		<u>\$5,600</u>

### B) Miscellaneous Structural Revisions:

Total Ratcliff's Fee		
Additional meetings & coordination	\$1,000	\$1,000
<u>Consultant Fees:</u>		
Forrell Elsesser:	\$6,500	
Consultant Markup 10%:	\$650	
Total Consultant Fee:	<u>\$7,150</u>	
Sub-Total:		<u>\$8,150</u>

### C) Blade Server: Programming:

Total Ratcliff's Fee		
Meeting & Coordination	\$650	\$650
<u>Consultant Fees</u>		
Gayner:	\$2,500	
SFMI:	\$1,225	
Consultant Markup 10%:	\$370	
Total Consultant Fee:	<u>\$4,095</u>	
Sub-Total:		<u>\$4,745</u>

### D) Temporary ADA Ramp and Drainage for Print Shop site

<u>Consultant Fees:</u>		
CSW/ST2:	\$925	
Consultant Markup 10%:	\$90	
Sub-Total:		<u>\$1,015</u>

TOTAL FEE for Expanded Scope of Work services: **\$ 19,510**

Title: Change Order #4  
Vendor: Ralph Larsen & Son, Inc.  
Agreement Date: August 1, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: \$44,315.00  
For: Painting the theater ceiling to achieve a uniform appearance after structural work is complete; additional roofing patching; addition of drapery to cover structural work; and clean and re-fireproof existing drapery, as requested by the District.

This change represents 1.73% of the contract value.

Total project changes represent 5.2% change to the contract value.

The funding is included in the current budget.

Action Requested: Approval



# Prime Contract Change Order

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

Date: 2/15/2012

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: 004

The Contract is hereby revised by the following items:

Project #120 - Smithwick Theater CO #4

PCO	Description	Amount
030	Provide labor and material to paint the existing theater plastering ceiling requested by the users..	\$29,456
032	Provide labor and materials to complete an additional roofing patch work at the added hanger bolts on line 4 per RFI #80.	\$1,638
033	Stage drapery cleaning with fire proof spray requested by the theater users.	\$10,518
034	Provide additional drapery to cover the new structural component on the stage wall requested by the users.	\$2,703

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$88,914
The Contract Value prior to this Prime Contract Change Order was.....	\$2,648,914
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$44,315
The new Contract Value including this Prime Contract Change Order will be.....	\$2,693,229
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 #9

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: \$ 12,062.00

For: Repair of existing mechanical equipment found to require replacement, location of a heating hot water leak as requested by the District, and acceptance of a credit for unneeded training video.

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

Funding for this change is included in the current budget.

Action Requested: Ratification

## Prime Contract Change Order

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

Date: 2/16/2012

**To Contractor:**

Taber Construction

2278 Pike Court

Concord, Ca 94520

DSA Number

01-111129

Architect's Project I

Contract Date:

1/3/2011

Contract Number: 001

Change Order Number: 009

The Contract is hereby revised by the following items:

CHANGE ORDER #09 - MARCH 05 2012 BOT

PCO	Description	Amount
071	[TPCO #066] DEDUCTIVE - Electrical Equipment Training Video	\$(159)
072	[TPCO #064-R1] RFI #124 Replacement of (E) Expansion Tank Bladder at Bldg. 7400 - Owner Requested	\$11,089
073	[TPCO #065] Assist District with Exploration of HHW Leak - Owner Requested	\$1,132

The original Contract Value was.....	\$4,616,000
Sum of changes by prior Prime Contract Change Orders.....	\$100,569
The Contract Value prior to this Prime Contract Change Order was.....	\$4,716,569
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$12,062
The new Contract Value including this Prime Contract Change Order will be.....	\$4,728,631
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

ARCHITECT

305 South 11th St.

Address

By

SIGNATURE

DATE

Taber Construction

CONTRACTOR

2278 Pike Court

Concord, Ca 94520

Address

By Bret Taber

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road

Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

Q

Title: Change No. 2 to Agreement for Services  
Vendor: Vlaming and Associates  
Agreement Date: Sept. 1, 2009  
Campus: District  
Project Number: 501  
Project Name: Overhead Account  
Amount: \$0  
For: Project Stabilization Agreement Administrative Services: This is a \$0 cost  
time extension to extend the contract through June 30, 2012.

Action Requested: Ratification

CHANGE NO. 2 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 second day of February, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Vlaming & Associates hereinafter called "Contractor."

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

1. Services to be performed by Contractor.

(check one box)

☒ No Change

☐ 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.

(check one box)

☒ No Change

☐ 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" which is attached hereto and by this reference made a part hereof.

3. Contract Term.

(check one box)

☐ No Change

☒ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. 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.

(check one box)

☒ No Change

☐ Describe applicable changes in detail:

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and  
Vlaming & Associates

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.)

The terms of the contract shall be extended through June 30, 2012

There is no dollar increase to the agreement.

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

No change.

ORIGINAL AGREEMENT AMOUNT \$36,000.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 20,000.00

PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 0.00

NEW TOTAL AGREEMENT AMOUNT \$ 56,000.00

Foothill-DeAnza Community College District Change No. 2  
To Agreement/Purchase Order No. MC100653

In any event, the total payment for services of contractor shall not exceed \$ 56,000.00  
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 the contract shall commence on the date specified in the first  
paragraph of the contract, and shall continue until June 30 2012.

\_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Title: \_\_\_\_\_

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

September 13, 2010

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000.00

Title: Budget Transfer #32 De Anza and #31 Foothill

Vendor:

Agreement Date:

Campus: Foothill College and De Anza College

Project Number: Various

Project Name: Various

Amount:

For: Adjustments to project titles and budgets  
See Attached

Action Requested: Approval



## **De Anza Budget Transfer #32 and Foothill Budget Transfer #31 Narrative**

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 216, Learning Center be changed to Library to match College building name.

De Anza Budget Transfer #32 includes the following actions:

- Transfer \$68,165 out of Project 264, Fire Alarm System Replacements Phase II, into Project 239, Flint Parking Structure Repairs, to accomplish the goals of both projects.
- Transfer \$15,000 out of Project 273, Roof and Trellis Repair: PE1-2-6 and S7-8, due to savings in budget at completion of the project scope. That same amount will be transferred into Project 202, Data Center, to partially refund that project budget.
- Transfer \$185,980 into Project 247, G Building, from the following projects due to savings in budget at completion of the project scopes: \$100,000 out of Project 203, Baldwin Winery & East Cottage "Historic Renovation", \$59,796 out of Project 205, Seminar Building & Multicultural Center and \$26,184 out of project 253, ATC Central Plant Sound Attenuation.
- Transfer \$76,063 out of project 253, ATC Central Plant Sound Attenuation, due to savings in budget at completion of the project scope. That same amount will be transferred into Project 201, A8, to partially refund that project budget.
- Transfer \$400,000 into Project 274, Combined Site Improvements, in order to accomplish the goals of Phase II of that project. Budget is transferred from the following: \$263,472 from Project 248, Perimeter Road into Combined Site Improvements to allow consolidation of scope and budget into one project; and \$136,528 in anticipated project savings out of Project 261, Mediated Learning Center.

Foothill Budget Transfer #31 includes the following actions:

- Merge Foothill Project 102, Biology, into project 105, Modernization of Learning Support Center and General Classrooms, which will be renamed "Modernization of Learning Support Center, Biology, and General Classrooms". These projects are being consolidated for efficiency of design, project management and construction. The project description for Project 105, Modernization of Learning Support Center, Biology, and General Classrooms, is being modified to the following:

Renovate buildings 5100, 5400, 5600 and 5800, including new finishes, HVAC, electrical and floor plan modifications to accommodate programmatic requirements.

- Change the name of Foothill Project 115, FAPPS, to "Fine Arts Scene Shop". Separating the Fine Arts, Print Shop and Plant Services portions of FAPPS allows the distinctly different programs to be better served. The project description for Project 115 (Fine Arts Scene Shop) is being changed to the following:

Construct new Fine Arts Department Scene Shop.

- Create new Foothill Project 173 to be named "Print Shop and Plant Services Facility". The project will be funded with a transfer of \$2,000,000 from Foothill Project 100, Scheduled Maintenance;

this transfer utilizes funds from Scheduled Maintenance work that is scheduled for the final five-year period of that project. PG&E photovoltaic rebates will be deposited into Project 100, Scheduled Maintenance, over the next five years to replenish those funds. This redistribution repays funds that were redirected from Project 115, FAPPS, to expand Project 154, Install Photovoltaic Arrays – Campus Wide and allows Project 173 to proceed in a timely manner. This use of photovoltaic rebates proposes to change the photovoltaic project repayment plan approved by the Board on March 2, 2010: it prioritizes repayment of a project over repayment of the Measure C program level Catastrophic Contingency. If repayment of Catastrophic Contingency is required, it will be made from other Foothill projects, the most likely source being Foothill Contingency, which remains fully funded. The project description will be defined as:

Construct new Print Shop and Plant Services complex in the space currently occupied by modular buildings north of Parking Lot 4.

- Create new Foothill Project 174 to be named “Fire Alarm System Replacement Phase III.” The project will be funded with a transfer of \$1,000,000 from Foothill Project 199, Foothill Contingency. The Contingency balance remains above its original amount after this transfer. The project description will be defined as:

Complete fire alarm system replacement started by Fire Alarm Phase I and Fire Alarm System Replacement Phase II by replacing the fire alarm network data cable and fiber optic cabling campus wide.

- Close Foothill Project 101, Forum and recognize savings from the project. This transfer reallocates \$57,946.70 cost savings from Project 101 to Project 199, Contingency.
- Close Foothill Project 134, Exterior Signage and recognize savings from the project. This transfer reallocates \$96,078.87 cost savings from Project 134 to Project 162, Parking and Circulation, to support signage scope within that project.
- Transfer budget and scope from Project 119, Tennis Court Improvements, to Project 100, Scheduled Maintenance. This transfer adds \$274,247 to Project 100.



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

**MEASURE C BUDGET TRANSFER**

Campus: De Anza College

Transfer Number: 32

BoT Date: 3/5/2012

Transfer Type: Project to Project  
Name Change

Explanation:

- 1 Transfer \$102,247 from Project 253 into Project 247 to fund the project and Project 201 to pay back previous borrowing - Reference DA BT #26
- 2 Transfer \$15,000 from Project 273 into Project 202 to pay back previous borrowing - Reference DA BT #26
- 3 Transfer \$68,165.08 from Project 264 into Project 239 to close Project 264 financially
- 4 Transfer \$136,528 from Project 261 into Project 274 to fund the project
- 5 Transfer \$263,472 from Project 248 into Project 274 to fund the project
- 6 Transfer \$100,000 from Project 203 into Project 247 to fund the project
- 7 Transfer \$59,796 from Project 205 into Project 247 to fund the project
- 8 Name change for Project 216 from "Learning Center" to "Library" to match College building name

**Budget Transfer Summary:**

Fund	Project	Campus	Project Name	Current Budget	Transfer Amount	Revised Budget
<b>Projects Related to Maintenance &amp; Renovation</b>						
453201	201	DA	A8	\$ 523,825	\$ 76,063	\$ 599,888
453202	202	DA	Data Center	\$ 363,717	\$ 15,000	\$ 378,717
453203	203	DA	Baldwin Winery & East Cottage "Historic Renovation"	\$ 6,562,531	\$ (100,000)	\$ 6,462,531
453205	205	DA	Seminar Building & Multicultural Center	\$ 5,093,227	\$ (59,796)	\$ 5,033,431
455239	239	DA	Flint Parking Structure Repairs	\$ 5,169,962	\$ 68,165	\$ 5,238,127
453247	247	DA	G Building	\$ 938,265	\$ 185,980	\$ 1,124,245
453248	248	DA	Perimeter Road	\$ 868,703	\$ (263,472)	\$ 605,231
453264	264	DA	Fire Alarm System Replacements Phase II	\$ 353,162	\$ (68,165)	\$ 284,997
453273	273	DA	Roof and Trellis Repair: PE1-2-6 and S7-8	\$ 1,577,599	\$ (15,000)	\$ 1,562,599
453274	274	DA	Combined Site Improvements	\$ 9,272,710	\$ 400,000	\$ 9,672,710
<b>Sub-total Maintenance &amp; Renovation</b>				<b>\$ 30,723,701</b>	<b>\$ 238,775</b>	<b>\$ 30,962,476</b>
<b>Projects Related to Large Capital Projects</b>						
451261	261	DA	Mediated Learning Center	\$ 53,083,094	\$ (136,528)	\$ 52,946,566
<b>Sub-total Large Capital</b>				<b>\$ 53,083,094</b>	<b>\$ (136,528)</b>	<b>\$ 52,946,566</b>
<b>Projects Related to Small Capital Projects</b>						
452253	253	DA	ATC Central Plant Sound Attenuation	\$ 811,358	\$ (102,247)	\$ 709,111
<b>Sub-total Small Capital</b>				<b>\$ 811,358</b>	<b>\$ (102,247)</b>	<b>\$ 709,111</b>
<b>Total</b>				<b>\$ 84,618,153</b>	<b>\$ -</b>	<b>\$ 84,618,153</b>

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: 31

BoT Date: 3/5/2012

Transfer Type: Program Contingency to Project  
Project to Project  
Project to Program Contingency

**Explanation:** To transfer budget and scope (3,054,731) from Project 102, Biology to Project 105, Modernization of Learning Support Center and General Classrooms. Foothill Projects 102 and 105 are being combined into a single project, 105 which will be renamed Modernization of Learning Support Center, Biology and General Classrooms.

Project 115, FAPPS is to be renamed. The new name for the project is Fine Arts Scene Shop.

To transfer a portion of budget (2,000,000) from Project 100, Scheduled Maintenance, to create a new Foothill Project 173 to be named Print Shop and Plant Services Facility.

To transfer a portion of budget (1,000,000) from Project 199, Foothill Contingency, to create a new Foothill Project 174 to be named Fire Alarm System Replacement Phase III.

To transfer cost savings of 57,947 from Project 101, Forum to Project 199, Foothill Contingency. Project 101 is complete.

To transfer cost savings of 96,079 from Project 134, Exterior Signage to Project 162, Parking and Circulation. Project 134 is complete.

To transfer budget and scope from Project 119 (274,247), Tennis Court Improvements to Project 100, Scheduled Maintenance.

**Budget Transfer Summary:**

Fund	Project	Campus	Project Name	Current Budget	Transfer Amount	Revised Budget
<b>Projects related to Maintenance &amp; Renovation</b>						
443102	102	FH	Biology	\$ 3,054,731	\$ (3,054,731)	\$ -
443105	105	FH	Modernization of Learning Support Center and General Classrooms	\$ 8,911,213	\$ 3,054,731	\$ 11,965,944
444100	100	FH	Scheduled Maintenance	\$ 10,160,088	\$ (1,725,753)	\$ 8,434,335
445174	174	FH	Fire Alarm System Replacement Phase III	\$ -	\$ 1,000,000	\$ 1,000,000
443101	101	FH	Forum	\$ 3,970,802	\$ (57,947)	\$ 3,912,855
445134	134	FH	Exterior Signage	\$ 447,530	\$ (96,079)	\$ 351,451
443119	119	FH	Tennis Court Improvements	\$ 274,247	\$ (274,247)	\$ -
<b>sub-total Maintenance &amp; Renovation</b>				<b>\$ 26,818,611</b>	<b>\$ (1,154,026)</b>	<b>\$ 25,664,585</b>
<b>Other Projects</b>						
448199	199	FH	Foothill Contingency	\$ 11,830,996	\$ (942,053)	\$ 10,888,943
<b>sub-total Other Projects</b>				<b>\$ 11,830,996</b>	<b>\$ (942,053)</b>	<b>\$ 10,888,943</b>
<b>Large Cap Projects</b>						
441162	162	FH	Parking and Circulation	\$ 10,253,026	\$ 96,079	\$ 10,349,105
<b>sub-total Large Cap Projects</b>				<b>\$ 10,253,026</b>	<b>\$ 96,079</b>	<b>\$ 10,349,105</b>
<b>Small Cap Projects</b>						
442173	173	FH	Print Shop and Plant Services Facility	\$ -	\$ 2,000,000	\$ 2,000,000
<b>sub-total Small Cap Projects</b>				<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>
<b>Total</b>				<b>\$ 48,902,633</b>	<b>\$ -</b>	<b>\$ 48,902,633</b>

Campus Approval

District Approval

Program Manager Approval

DA = De Anza

FH = Foothill

CS = District/Central Services

# Measure C Project List 03/05/2012 Board Meeting

Category/Project Description		Totals Jan 09, 2012	Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
<b>Projects related to Technology Master Plan</b>					
Furniture and Equipment (excluding Tech related Equipment)					
701 De Anza		22,135,612	22,135,612	-	
601 Foothill		15,963,009	15,963,009	-	
<b>Total Instructional Equipment (Excluding Technology related equipment)</b>		<b>38,098,621</b>	<b>38,098,621</b>	-	
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		-	-	-	
464-390 Wireless Infrastructure		866,043	866,043	-	
299 391 Wireless Infrastructure- Phase II & III		935,794	935,794	-	
<b>Total Technology Related Equipment</b>		<b>63,740,276</b>	<b>63,740,276</b>	-	
400 District vehicles		3,762,940	3,762,940	-	
<b>Total Technology, Instructional Equipment and Vehicles</b>		<b>105,601,837</b>	<b>105,601,837</b>	-	

# Measure C Project List 03/05/2012 Board Meeting

Category/Project Description		Totals Jan 09, 2012	Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
<b>Projects related to Facilities Master Plan</b>					
<b>Large Capital Projects</b>					
<b>Foothill</b>					
160	Northridge - 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)	10,349,105	10,349,105	-	
172	Environmental Impact Report (EIR)	400,000	400,000	-	Transfer cost savings from project 134 to project 162
171	Loop Road Re-Alignment & Pedestrian Safety Improv.	1,795,000	1,795,000	-	
	<b>Total Large Cap Foothill</b>	<b>74,282,257</b>	<b>74,378,336</b>	<b>96,079</b>	
<b>De Anza</b>					
261	Mediated Learning Center Ctr 54,583 GSF	53,083,094	52,946,586	(136,528)	Portion of budget reallocated to Project 274.
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	-	
	<b>Total Large Cap De Anza</b>	<b>55,192,599</b>	<b>55,056,071</b>	<b>(136,528)</b>	
<b>District</b>					
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	-	
	<b>Total Large Cap District</b>	<b>11,674,517</b>	<b>11,674,517</b>	<b>-</b>	
801	Property Acquisition	38,000,000	38,000,000	-	
	<b>Total Large Capital Projects</b>	<b>179,149,374</b>	<b>179,108,925</b>	<b>(40,449)</b>	See DA above for decrease & FH for increase

## Projects related to Maintenance & Renovation

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

100	Foothill	10,160,088	8,434,335	(1,725,753)	Transfer a portion of budget from project 100 (<2,000,000) to create new Foothill project 173 & transfer budget & scope from project 119 (274,247) to Project 100.
200	De Anza	5,200,357	5,200,357	-	
	<b>Total "Scheduled Maintenance"</b>	<b>15,360,445</b>	<b>13,634,692</b>	<b>(1,725,753)</b>	See FH above for decrease

Renovation Projects - "E" Completion - 5 year time line  
Foothill

101	Forum	3,970,802	3,912,855	(57,947)	Transfer cost savings from project 101 to project 199. 101 is complete.
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# Measure C Project List 03/05/2012 Board Meeting

	Category/Project Description	Totals		Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
		Jan 09, 2012	Jan 09, 2012			
102	Biology (Future Home of Adaptive Learning)	3,054,731	-	-	(3,054,731)	Budget & Scope from project 102 to be transferred to project 105.
103	Convert to Adaptive Learning Center	-	-	-	-	
104	General Classrooms	-	-	-	-	
105	Modernization of Learning Support Center, Biology and General Classrooms Convert to Learning Support Center	8,911,213	11,965,944	-	3,054,731	Projects 102 and 105 are being combined into one project. Project 105 is to be renamed "Modernization of Learning Support Center, Biology and General Classrooms."
106	Modernization of Building 5700 Radio Station (Ornamental Horticulture)	816,568	-	816,568	-	
107	LA Division Office/Classrooms	490,611	-	490,611	-	
108	Language Lab	-	-	-	-	
109	General Classrooms	-	-	-	-	
110	Physical Education Lab Space	1,410,179	-	1,410,179	-	
111	LA General Classrooms	3,150,779	-	3,150,779	-	
112	Swing Space	1,658,216	-	1,658,216	-	
113	Modernization of Administration Building and General Classrooms Administration Building	7,673,572	-	7,673,572	-	
114	Lot 2 & 3 Security Improvements	-	-	-	-	
115	Japanese Cultural Center	133,294	-	133,294	-	
116	Renovate Existing Footbridge	253,693	-	253,693	-	
117	Storage Bldg at Swim Pool Area	195,440	-	195,440	-	
118	Tennis Court Improvements	274,247	-	274,247	-	
119	Smithwick Theater	4,912,217	-	4,912,217	-	
120	Library & ISC	5,037,562	-	5,037,562	-	
121	TV Center	-	-	-	-	
122	Resonant Soccer and Softball and Baseball Fields	4,574,799	-	4,574,799	-	
123	Complex	-	-	-	-	
124	Wireless Infrastructure	-	-	-	-	
125	Dental Hygiene/Radiology Renovation (Replace Dental Chairs Building 5399)	254,814	-	254,814	-	
126	Ornamental Horticulture & Veterinary Technology Demo	182,567	-	182,567	-	
127	Ornamental Horticulture	-	-	-	-	
128	Veterinary Technology	-	-	-	-	
129	Choral Rehearsal Hall	150,002	-	150,002	-	
130		-	-	-	-	
131		-	-	-	-	
132		-	-	-	-	
133		-	-	-	-	
134		-	-	-	-	
135		-	-	-	-	
136		-	-	-	-	
137		-	-	-	-	
138		-	-	-	-	
139		-	-	-	-	
140		-	-	-	-	
141		-	-	-	-	
142		-	-	-	-	
143		-	-	-	-	
144		-	-	-	-	
145		-	-	-	-	
146		-	-	-	-	
147		-	-	-	-	
148		-	-	-	-	
149		-	-	-	-	
150		-	-	-	-	
151		-	-	-	-	
152		-	-	-	-	
153		-	-	-	-	
154		-	-	-	-	
155		-	-	-	-	
156		-	-	-	-	
157		-	-	-	-	
158		-	-	-	-	
159		-	-	-	-	
160		-	-	-	-	
161		-	-	-	-	
162		-	-	-	-	
163		-	-	-	-	
164		-	-	-	-	
165		-	-	-	-	
166		-	-	-	-	
167		-	-	-	-	
168		-	-	-	-	
169		-	-	-	-	
170		-	-	-	-	
171		-	-	-	-	
172		-	-	-	-	
173		-	-	-	-	
174		-	-	-	-	
175		-	-	-	-	
176		-	-	-	-	
177		-	-	-	-	
178		-	-	-	-	
179		-	-	-	-	
180		-	-	-	-	
181		-	-	-	-	
182		-	-	-	-	
183		-	-	-	-	
184		-	-	-	-	
185		-	-	-	-	
186		-	-	-	-	
187		-	-	-	-	
188		-	-	-	-	
189		-	-	-	-	
190		-	-	-	-	
191		-	-	-	-	
192		-	-	-	-	
193		-	-	-	-	
194		-	-	-	-	
195		-	-	-	-	
196		-	-	-	-	
197		-	-	-	-	
198		-	-	-	-	
199		-	-	-	-	
200		-	-	-	-	
201	De Anza	47,105,306	46,773,112	-	(332,194)	See FH above for decrease
202	Renovation of Television Studio A8	523,825	599,898	-	76,063	Portion of budget reallocated from Project 253.
203	Renovation of Data Center	363,717	378,717	-	15,000	Portion of budget reallocated from Project 274.
204	Conversion of Old Bookstore Baldwin Winery & East Cottage "Historic Renovation"	6,562,531	6,462,531	-	(100,000)	Portion of budget reallocated to 247.
205	PE Quad Breezeway	-	-	-	-	
206	Renovate Seminar Building & Multicultural Center	5,093,227	5,033,431	-	(59,796)	Portion of budget reallocated to 247.
207	Stadium and Track	7,621,253	7,621,253	-	-	
208	Demolition of Staff House	-	-	-	-	
209	Phase II - Renovation of A9	-	-	-	-	
210	East Cottage "Historic Renovation"	-	-	-	-	
211	Renovation & Addition to Corporation Yard	3,402,709	3,402,709	-	-	
212	Learning Center Library	3,839,743	3,839,743	-	-	Project name change.
213	Signage and Wayfinding	826,548	826,548	-	-	
214	Irrigation - Branches	-	-	-	-	
215	Landscaping Phase II	-	-	-	-	

# Measure C Project List 03/05/2012 Board Meeting

	Category/Project Description	Totals		Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
		Jan 09, 2012	Jan 09, 2012			
221	Campus Exterior Lighting Phase II	-	-	-	-	
222	Resurface Parking Lots E & I	-	-	-	-	
228	CDC Playground Maintenance & Upgrade Shade Structure	439,291	439,291	439,291	-	
229	Environmental Studies Area	405,356	405,356	405,356	-	
230	Sunken Garden	-	-	-	-	
235	Repair Stone Pavers in Court Yards	-	-	-	-	
245	Renovation of ATC	10,722,404	10,722,404	10,722,404	-	
248	Perimeter Road	868,703	868,703	605,231	(263,472)	Portion of budget reallocated to Project 274.
249	Renovate Baseball & Softball Fields	-	-	-	-	
250	ADA Transition Plan	-	-	-	-	
255	Renovation and Expansion of Auto Technology	4,064,329	4,064,329	4,064,329	-	
256	Reconfiguration of Campus Center Basement Phase II	2,283,675	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	1,577,207	-	
267	Install Roof on G Wing Building	938,265	938,265	1,124,245	185,980	Portion of budget reallocated from Projects 253, 248 and 205.
271	Forum Renovation of Forum Building	2,155,798	2,155,798	2,155,798	-	
270	Asphalt Walks	-	-	-	-	
211	L-Quad Seating	158,918	158,918	158,918	-	
212	Master Landscaping (Phase I)	-	-	-	-	
215	Signage (Phase I)	671,069	671,069	671,069	-	
224	Campus Site Lighting (Phase I)	662,686	662,686	662,686	-	
225	Campuswide Electronic Locks	665,500	665,500	665,500	-	
274	Combined Site Improvements	9,272,710	9,272,710	9,672,710	400,000	Portion of budget from Projects 261 and 248 reallocated to Project 274.
Total De Anza Renovation Projects		63,119,465	63,373,240	63,373,240	253,775	See DA above for increase
Total Renovation Projects		110,224,771	110,146,352	110,146,352	(78,419)	See DA above for increase & FH for decrease
Maintenance Projects - "E" Completion - 5 year time line						
Foothill						
123	Campus Wide Building System & Infrastructure	620,727	620,727	620,727	-	
124	Repairs/Upgrades Campus Wide Replacement of Exterior and Interior Finishes	-	-	-	-	
125	Loop Road Lighting & Safety	11,033	11,033	11,033	-	
126	ADA Transition Plan	1,203	1,203	1,203	-	
127	Lot 4	-	-	-	-	
128	Lot 5 & 6	11,459	11,459	11,459	-	
129	Complete Lot 1H	-	-	-	-	
130	Mainline Irrigation - Phase II	158,942	158,942	158,942	-	
131	Utility Lids - Phase II	572,117	572,117	572,117	-	
132	Exterior Lighting	-	-	-	-	
133	Loop Road Resurfacing	926,530	926,530	926,530	-	
134	Campus Fountains	-	-	-	-	
135	Exterior Signage	447,530	447,530	351,451	(96,079)	Transfer cost savings from project 134 to project 162. 134 is complete.
136	Utility and Technology Infrastructure	8,758,324	8,758,324	8,758,324	-	
137	Replace Storm Drains	-	-	-	-	
138	Tree Maintenance and Replacement	-	-	-	-	
139	Slurry Coat and Re-stripe Lots 2 & 3	-	-	-	-	



# Measure C Project List 03/05/2012 Board Meeting

Category/Project Description		Totals Jan 09, 2012	Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
139	Widen Access Road to PE	-	-	-	
141	Bird Remediation	231,633	231,633	-	
143	Replace Walkways	106,320	106,320	-	
144	Central Campus Site Improvements	7,812,692	7,812,692	-	
161	Fire Alarm System Replacements Phase II	1,629,162	1,629,162	-	
174	Fire Alarm System Replacements Phase III	-	1,000,000	1,000,000	Transfer a portion of budget from Project 199 (1,000,000) to create new project "Fire Alarm System Replacements Phase III."
Total Foothill Maintenance Projects		21,287,673	22,191,594	903,921	See FH above for increase
De Anza					
204	PE Quad Breezeway	-	-	-	
218	Signage and Wayfinding	-	-	-	
219	Irrigation - Branches	-	-	-	
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	1,314,896	1,314,896	-	
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	5,169,962	5,238,127	68,165	Transfer cost savings from Project 264 to Project 239. Project 264 is complete.
241	Parking Structure Repairs	14,854,708	14,854,708	-	
242	S2-S6 Phase II - Utility Master Plan - Phase I	-	-	-	
248	L5 Central Plant	-	-	-	
250	Perimeter Road	-	-	-	
252	ADA Transition Plan	-	-	-	
264	Elevator Upgrades - Campus Wide	855,795	855,795	-	
267	Fire Alarm System Replacements Phase II	353,162	284,997	(68,165)	Transfer cost savings from Project 264 to Project 239. Project 264 is complete.
273	Window Replacement Campus-wide	1,563,101	1,563,101	-	
	PE Quad Roof and Trellis Repair: PE1-2-6 and S7-8	1,577,599	1,562,599	(15,000)	Portion of budget reallocated to Project 202.
Total De Anza Maintenance Projects		31,131,991	31,116,991	(15,000)	See DA above for decrease
District					
401	Grounds and Landscaping	-	-	-	
402	Repairs & Resurfacing of Roads & Parking	572,692	572,692	-	
Total District Maintenance Projects		572,692	572,692	-	
Total Maintenance Projects		52,992,356	53,891,277	888,921	See DA above for decrease & FH above for increase
Small Capital Projects - 5 year time line					
Foothill					
113	Reconstruction of Stadium Bleachers & Press Box.	1,778,215	1,778,215	-	
115	Fine Arts Scene Shop FAPPS-Complex	1,378,567	1,378,567	-	Project 115 to be renamed "Fine Arts Scene Shop."

# Measure C Project List 03/05/2012 Board Meeting

	Category/Project Description	Totals Jan 09, 2012	Revised Totals Mar 05, 2012	Differential	Reason for Adjustment
154	Install Photovoltaic Arrays - Campus Wide	11,807,335	11,807,335	-	
155	Pedestrian Bridge Lot 1	-	-	-	
173	Print Shop and Plant Services Facility	-	2,000,000	2,000,000	Transfer a portion of budget from Project 100 to create new project 173 "Print Shop and Plant Services Facility."
	<b>Total Foothill Small Cap Projects</b>	<b>14,964,117</b>	<b>16,964,117</b>	<b>2,000,000</b>	See FH above for increase
	<b>De Anza</b>				
209	Wireless Infrastructure- Phase II & III	-	-	-	
217	Secured bicycle storage for students	227,117	227,117	-	
223	Construct Parking Lot K	-	-	-	
251	Install Photovoltaic Arrays - Campus Wide	11,693,963	11,693,963	-	
253	ATC Central Plant Sound Attenuation Construct New Amphitheater/Esplanade Garden	811,358	709,111	(102,247)	Portion of budget reallocated to Projects 247 and 201.
254	Construct New Covered Gathering Area	-	-	-	
257	Financial Aid Outreach Office	-	-	-	
260	Construct New Transit Center	18,319	18,319	-	
262	Planetarium Expansion	-	-	-	
	<b>Total De Anza Small Cap Projects</b>	<b>12,750,757</b>	<b>12,648,510</b>	<b>(102,247)</b>	See DA above for decrease
	<b>Total Small Capital Projects</b>	<b>27,714,874</b>	<b>29,612,627</b>	<b>1,897,753</b>	See DA above for decrease & FH above for increase
	<b>Total Maintenance &amp; Renovation</b>	<b>206,292,446</b>	<b>207,274,948</b>	<b>982,502</b>	See DA & FH above for increase
	<b>Other projects</b>				
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	11,830,996	10,888,943	(942,053)	Transfer a portion of budget from Project 199 (-1,000,000) to create new Project 174 & transfer costs savings from Project 101 (57,946.70) to 199.
299	De Anza Program Contingency	7,679,166	7,679,166	-	
	<b>Total Other</b>	<b>29,702,170</b>	<b>28,760,116</b>	<b>(942,053)</b>	See Foothill above for decrease
	<b>Total</b>	<b>520,745,826</b>	<b>520,745,826</b>	<b>0</b>	

Title: Authorization to Purchase Dell Servers Pursuant to State of California  
WSCA Contract B27160

Vendor: Dell L. P.

Agreement Date:

Campus: De Anza College

Project Number:

Project Name: Distance Learning Center

Amount: \$88,969.43

For: De Anza College needs seven new Dell servers for the Distance Learning Center on-line course management system. The current servers are obsolete. The purchase will be funded through Measure C. The estimated cost exceeds the current statutory bid threshold of \$81,000.

In accordance with the California Public Contract Code (PCC) Section 20651(a) through (d), only the governing board may authorize award of purchase orders that exceed the legally mandated bid threshold, and the board must award the orders to the lowest responsible bidder or reject all bids. However, in lieu of conducting a bid process, Public Contract Code (PCC) section 20652 provides that community college districts may utilize contracts that have been awarded by other public entities. The servers are available to the District on the State of California Western States Contracting Alliance (WSCA) Contract B27160. WSCA is a contracting consortium for state government departments, institutions, agencies and political subdivisions in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. The State of Minnesota awarded a contract for Dell hardware, software, peripherals, and related services, to Dell Marketing, LLP on behalf of the Western States Contracting Alliance (WSCA) on September 1, 2009. The WSCA Master Agreement B27160 with Dell is currently valid through August 31, 2012. Contracts and links to vendor pricing are posted at [http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp)

Pursuant to WSCA Contract B27160, Dell Marketing, L.P., has quoted the price of this purchase as \$88,969.43. The price includes three years of Mission Critical 4 hour 7x24 on-site service with emergency dispatch, as well as all applicable sales tax and delivery fees.

Action Requested: Authorize Director of Purchasing to issue a purchase order for \$88,969.43 to Dell L.P. pursuant to the State of California Western States Contracting Alliance (WSCA) Contract B27160