

Board of Trustees Agenda Item

Board Meeting Date: October 1, 2012

Title of Item: Agreement for Design Professional Services with Lionakis Architects: Programming and Master Planning Services for FHDA Educational Center. (\$232,700)

Background and Analysis:

In January, 2012, the architectural firm of Lionakis was selected to provide planning, design and construction administration services for the Foothill – De Anza Educational Center at the former Onizuka Air Force Station, Measure C project #801.

An initial contract with Lionakis authorized them to proceed with pre-design services to gather and review background documents, to validate early project programming, and to generally become familiar with this complex project. Lionakis' full scope of services will be included in multiple agreements as the project progresses.

This agreement provides for Programming and Master Planning Services. The scope of services includes completion of programming for the planned Educational Center; master planning for the site, including planning for the initial Center construction and provisions for future development of unused portions of the site; and optional services to conduct meetings to facilitate LEED certification, for a fee not to exceed \$232,700.

Recommendation: Charles Allen, Executive Director of Facilities, Operations and Construction Management recommends that the Board approve the Agreement for Professional Services with Lionakis

Submitted by:	Charles Allen x6150
Additional contact names:	Art Heinrich x6295
Is backup provided?	Yes

Foothill-DeAnza Community College District

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)**

This agreement shall be used for professional services when the scope of services includes *pre-design, programming, special and conceptual studies, planning, and assessment work*. Pursuant to Civil Code section 2782.8 a design professional is defined as an architect, landscape architect, engineer, or land surveyor.

This Agreement entered this 2nd day of October, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and LIONAKIS hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 232,700.00.

2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".

3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.

4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. Contract Term. This Agreement shall be in effect from October 2, 2012 through December 1, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

Foothill-DeAnza Community College District

6. **Design Professional's Indemnity of District.** To the fullest extent permitted by law, except to the extent caused in whole or in part by indemnitee, the Design Professional shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Design Professional's or the Design Professional's Design Consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of any in-place work during or after Project Completion; or (c) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Design Professional or Consultant of the Design Professional. The foregoing shall include without limitation, attorneys fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Design Professional requiring cooperation with the public agency regarding any claim by a construction Contractor.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Section 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Design Professional.

Design Professional Reimbursement of the District's Attorneys Fees and Indemnity Payment. The Design Professional shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. The insurance company shall be required to agree to a rough approximation of potential liability of the Design Professional, and agree to reimburse the District for its defense fees incurred in proportion to that approximation. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Design Professional shall within 30 days reimburse the District for all settlement monies paid. Should the Design Professional and/or its insurance company fail or refuse to proportionally reimburse the District for: (a) its attorneys fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.

Design Professional Bound to Arbitration by Other Claims. In the event of any claim, arbitration demand filed on behalf of the prime Design Professional or any Design Professional sub-consultants in which design deficiencies or errors, or Design Professional contract administration deficiencies are alleged as a basis for said claim, Design Professional agrees to participate as a party in any such arbitration or state court litigation, and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.

District's Indemnity of Design Professional. The District shall indemnify and hold harmless the Design Professional, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

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

8. **Non-Discrimination.**

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

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PROJECT # 801 DESIGN FIRM LIONAKIS

BRIEF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

Foothill-DeAnza Community College District

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

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

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

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years, provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is still in effect, and the cost of the terms combined will not exceed (a) \$350,000.00.

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

13. **Confidentiality.** In performing its duties hereunder the Design Professional may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232(g). The parties agree that such incidental access is not a provision or conveyance or disclosure to Design Professional of student record information in violation of section 1232(g) or of any similar state law. Design Professional agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

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

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PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

Foothill-DeAnza Community College District

October 2, 2012

Authorized Design Professional Signature

Date

Print Name

Lionkis

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By

Authorized signature and Date

Charles Allen, Executive Director

Title

12345 El Monte Road

Address

Los Altos Hills, California 94022

October 1, 2012

Date Approved By Board of Trustees

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

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PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and LIONAKIS

_____, hereinafter called "Design Professional".

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

See attached Exhibit "B"

- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

See attached Exhibit "B"

Send invoices to:
Attn: Susan Moore
GilbaneMAAS
12345 El Monte Rd.
Los Altos Hills, CA 94022

In any event, the total payment for services of Design Professional shall not exceed \$232,700.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 1, 2 013.

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PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

Foothill-DeAnza Community College District

Exhibit "T" Insurance Requirements

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

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

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed ~~\$50,000~~ each claim.

\$200,000 JAT

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

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

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PROJECT # 801 DESIGN FIRM LIONAKIS

BREIF DESCRIPTION OF TYPE OF SERVICE Educational Center Program & Master Plan

EXHIBIT “B” TO AGREEMENT FOR DESIGN PROFESSIONAL SERVICES SCOPE OF SERVICES & PAYMENT

GENERAL

This Agreement provides for Programming and Site Master Planning Services by the Design Professional.

The Design Professional shall be hereinafter referred to as “Lionakis.”

DESCRIPTION OF PROJECT

The District will be taking ownership of a portion of the former Onizuka Air Station located in Sunnyvale CA. The District intends on constructing a new Educational Center on this site to replace the existing Center located at the Cubberley Community Center on Middlefield Rd. in Palo Alto, CA. The existing site is covered with military grade buildings, parking garages and a power plant. These existing buildings are proposed to be removed under a separate demolition services proposal. There is a potential that the existing north parking structure will be retained on the site with some modifications for its new intended use. The new building development is anticipated to be approximately 50,000 GSF and house classrooms, laboratories, offices, library functions, auxiliary spaces and other educational support spaces. Buildings are anticipated to be 2-3 stories tall with site development to include parking spaces to support the campus population. Full build out of the campus will be in at least 2 phases totaling 100,000 +/- GSF and will be delineated in the campus development plan.

The District has secured the services of a contractor (Contractor) under a lease-leaseback contracting method to perform preconstruction services related to the project, and to complete the construction of the project.

Lionakis shall provide the following services:

SERVICES – BUILDING PROGRAMMING

Preliminary projections for the new Educational Center have indicated the site can support approximately 100,000 GSF of facilities and the commensurate parking and other support facilities. The first phase of building based on the available budget and program is anticipated to be approximately 50,000 gross square feet. The scope of these services will identify the needs of the College and the District for the new Center and will develop a thorough building program for the initial phase of the Center and budget space for subsequent phases, identifying basic building sizes, shapes, configuration of space that fit the intended use of the building(s).

The detailed programming effort includes the following activities:

1. Meet with the Design Committee and District to review existing documentation and tour the existing Cubberley Community Center facility and the future site at the Onizuka Air Force Station; discuss with the committee and the district the deficiencies of the existing building from a functional perspective and an operational perspective; and analyze the existing building and its systems to accurately assess and identify those elements and conditions that should and should not be repeated in the new facility.
2. Once a basic understanding of the current operation and its strengths and weaknesses, discuss with the District its goals and objectives, specific requirements of the team, desired direction, critical success factors, communication procedures, team member responsibilities and other related subjects.
3. Meet with the Design Committee and District to discuss the future of higher education and the educational direction they see this Center is headed.
4. Conduct a series of 4 to 5 meetings with the Design Committee to confirm the programmatic requirements of the project. The meetings will include the following items of review and clarification;

- a) Staffing / organization
 - b) Function and operational needs
 - c) Space needs
 - d) Adjacency diagrams
 - e) Spatial relationships (block diagrams)
 - f) Room requirements
 - g) Room and Equipment layouts
 - h) Utility requirements (HVAC, power and plumbing)
 - i) Technology needs
 - j) Site impacts
 - k) Building Code Requirements
 - l) Sustainable goals and requirements
5. Conduct a series of meetings with facilities staff and other interested parties to establish a strategy to achieve the sustainability goals and LEED certification (goal of Platinum): make a brief presentation on the recommended direction for the project to the Executive Committee; and develop strategies to achieve the approved goal. Lionakis' engineering consultants will participate in the meetings.
 6. Develop project estimates concurrently with preparation of the program. Assign budgetary dollar values to design options for review by the District and the committees. Present alternative solutions to the committee to ensure the scope of work is the final desired scope. Align the desired scope with the budget and review the design and budget with the District and committees to secure approval of the resulting solution.
 7. The project's construction budget may be increased or reduced due to site development costs, most notably the cost of site demolition. As part of the programming and budgeting process, develop project scope alternatives to allow for variations in the project construction cost due to site development costs. Present the alternatives to the District and committees and assist in prioritizing the alternatives. Document the priorities of options in the programming document.
 8. Prepare a draft of the programming document and provide copies to the District in electronic and printed format for the District's review. Revise the draft to incorporate the District's comments and produce a final program for approval by the District.
 9. From the program information, develop conceptual design ideas for the configuration of the building that fits the intended program, including conceptual level floor plans and building massing schemes. Present the conceptual design to the District and include it in the final version of the programming document.
 10. Discuss building and space needs of the future phases of the campus for incorporation them into the site development plan
 11. Prepare a schematic-level cost estimate of the programmed building that meets the project budget and estimates costs of the design alternatives prioritized by the District and committees. Include the finalized estimate as an attachment to the completed program.

SERVICES – MASTER PLANNING

Based upon the programming for the Center building and projections for future buildings, proceed with site development master planning to determine how the buildings can best be arranged on the site and how they fit into an overall development plan for the site. Conduct the following steps:

1. Concurrently and after the conclusion of the programming, meet with the Design Committee and Executive Committee to discuss the goals and objectives of the site development plan, and the desired direction and the interface with the rest of the campus master plan. Establish clear lines of communication and discuss the schedule of meetings.
2. Conduct a series of meetings to discuss and identify design issues important to the site development plan and to resolve those issues, addressing the following issues and others required to develop the plan.
 - a. Vehicular circulation and parking
 - b. Function and operational needs
 - c. Building Space needs

- d. Spatial relationships of buildings
 - e. Pedestrian circulation
 - f. Outdoor gathering areas
 - g. Utility requirements/corridors (water, sewer, gas, power, data)
 - h. Technology needs
 - i. Massing
 - j. Aesthetic image
 - k. Outdoor storage needs
 - l. Wayfinding
 - m. Site amenities
 - n. Other issues
3. Meet with the City of Sunnyvale, PG&E and other utility service providers and investigate existing and future utilities to determine how best to service the buildings on this site.
 4. Meet with the San Mateo County Transportation District, the City of Sunnyvale and other transportation authorities to investigate issues of traffic and transportation at the site, and incorporate their planning requirements and goals into the plan.
 5. Review the City of Sunnyvale’s Redevelopment Plan for the site, the Moffett Park Specific Plan, and other existing planning documents, and incorporate their basic concepts and requirements into the plan.
 6. Present the site development plan, including variations and optional layouts, to the committees for review and comment. Document and track all comments and make the necessary revision to the plan to produce a final site development plan for approval. Include descriptions of the building character in the plan for final comment and revision.
 7. Prepare a schematic-level cost estimate of the improvements necessary to execute the initial phase of the site development plan within the project budget.
 8. The result will be the definition of a site development plan that will indicate the best configuration of buildings that satisfies the needs from the programs for each of the buildings and delineates the information listed above.
 9. After developing the overall site development plan participate in discussions to determine the phasing of the overall campus in concert with the Contractor and the District, taking into account the budget and constructability issues.
 10. Prepare and present the program and site development plan to the Board of Trustees.

SERVICES – PREPARATION FOR DESIGN AND CONSTRUCTION DOCUMENTS

Consolidate the final program, the site development plan and the cost estimates into a single document that outlines a clearly defined scope of work that fits within the available funding and conforms with programming requirements. This information will form the basis of the design for the new Educational Center.

SERVICES – LEED CERTIFICATION (OPTIONAL SERVICES)

The goal for LEED certification for the project is Platinum unless revised by the District. Provide the following services in developing the certification for the project.

1. Conduct several small Eco-Charrettes in the programming phase which to define the programmatic needs of the project.
 - a. An Eco-Charrette is an intensive collaborative design session including select project stakeholders, the design team and when possible the construction team, potentially a commissioning agent and even representatives from the local utility provider. This collaborative and educational brainstorming

process is used to generate and gather sustainability goals for the project. With all the right stakeholders involved, this early brainstorming session can translate into a truly integrated design that maximizes the impact of the sustainability strategies and minimizes any potential initial cost of such strategies.

2. Facilitate and participate in the mini Eco Charrettes for the project. Conduct the mini Eco Charrettes with facilities representatives and other designated representatives for the College and District. The mini Charrettes will be approximately 2 hour workshops. Information will be sent out in advance for preparation by the participants. The group will brainstorm sustainable strategies relevant to the project and track their strategies on a LEED scorecard for the project.
 - a. Prepare Charrette Workbook – Assemble Eco Charrette workbook including all pertinent and background information, the LEED overview, a LEED scorecard, the LEED Rating System, and a glossary of sustainable terms.
 - b. Charrette – The workshops will include the design team and representatives for the owner, user and facilities staff as recommended. The workshop will start with a brief presentation including an introduction to sustainability and review of the LEED rating system, focusing on options for the project.
 - c. Prepare Charrette Summary Report - Collect all the information from the Eco Charrette and assemble a report summarizing the goals set and the decisions made. A summary report will be provided to everyone in attendance at the Charrette. Meet with the executive committee to present the outcome of the ECO Charrettes and determine the desired direction and approval of the report.
3. The results of the Eco-Charette will more clearly define the direction the design will take and which points the team will have to submit and track through construction document preparation for certification.

CLARIFICATIONS

1. The Consultants for this scope of work shall be as follows:
 - a) Architectural: Lionakis
 - b) Structural: Lionakis
 - c) Interiors: Lionakis
 - d) Sustainable Services: Lionakis
 - e) Mechanical: Interface Engineering
 - f) Electrical: Integral Group
 - g) Landscape: ANLA Associates Inc.
 - h) Civil: BKF
 - i) Estimating: Cumming Inc.
 - j) Telcom/Data: Smith Fause and McDonald, Inc
2. The project budget for new construction is \$20,000,000 unless modified by the District. The budget is likely to be modified after demolition of existing site improvements when those costs are known. There is no state funding on this project. All funding is coming from local bonds.
3. The construction schedule for the project is anticipated to be approximately 15-18 months.
4. Lionakis will make available to the District and Contractor any photographs taken of the project in design or construction. Special trips for the express purpose of photographing are not included.
5. Following is the list of meetings with the College/District that are included in the base fee;
 - a) Phase Initiation One (1) meeting
 - b) Architectural Programming & Master Planning Up to eight (8) meetings,
 - c) ECO Charrette Up to four (4) meetings
 - d) Board of Trustees one (1) meeting
6. Three of the Programming meetings listed above have been completed in the previous phase of work (Site Assessment) and are not included in the fees of this Agreement.

DISTRICT RESPONSIBILITIES

1. A hazardous material survey and remediation plan, and hazardous material abatement documents will be provided by a separate consultant to the District.
2. Surveys and legal description, geotechnical investigations and report, construction inspection and testing, services of a commissioning agent and field engineering will be provided by the District or its Contractor.

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

1. The programming phase will produce a booklet that contains spreadsheets, diagrams and description that will define the following;
 - a) Staffing / organization
 - b) Function and operational needs
 - c) Space needs
 - d) Adjacency diagrams
 - e) Spatial relationships (block diagrams)
 - f) Room requirements
 - g) Room and Equipment layouts
 - h) Utility requirements (HVAC, power and plumbing)
 - i) Technology needs
 - j) Site impacts
 - k) Building Code Requirements
 - l) Sustainable goals and requirements
2. The Master Planning phase will produce information in the form of drawings, diagrams and written descriptions that will address the following subjects:
 - a) Vehicular circulation and parking
 - b) Function and operational needs
 - c) Building Space needs
 - d) Spatial relationships of buildings
 - e) Pedestrian circulation
 - f) Outdoor gathering areas
 - g) Utility requirements/corridors (water, sewer, gas, power, data)
 - h) Technology needs
 - i) Massing
 - j) Aesthetic image
 - k) Outdoor storage needs
 - l) Wayfinding
 - m) Other issues
3. After review and concurrence of the preliminary documents, consolidate all information for both the programming and master planning in a single document to be presented and reproduced in a spiral bound document in either an 8 ½" x 11" or 11' x 17" format or a combination of the two.
4. Produce the following Eco-Charrette documents:
 - a) Charrette Workbook: A workbook will be presented to everyone in attendance at one of the Eco-Charrette. The workbook will include an agenda, the slide presentation of the LEED overview, a LEED scorecard, the LEED Rating System, and a glossary of sustainable terms
 - b) Charrette Summary Report: A summary report of the LEED and sustainability related goals discussed during the workshop will be organized and documented in a format that can be used for ongoing tracking of the said goals.
 - c) LEED Scorecard: A LEED Scorecard depicting the Yes, Maybe and No points, identified during the workshop will be provided.

5. Intermediate documents may be a combination of large format prints and diagrams, small format tables, diagrams, spreadsheets and any other preliminary documents from the booklet.

Schedule

1. Prepare the program draft for review, comment and approval as expeditiously as possible, allowing for availability of District and College staff; complete the draft no later than February, 2013, or as agreed between Lionakis and the District.
2. Start the master planning phase concurrently with the programming phase and complete a draft level ready for District review within 30 calendar days after the submittal date of the programming phase.
3. If authorized by the District, perform the Eco Charrettes concurrently with the programming phase and complete them before the end of that phase.
4. The District will complete review of both documents within 21 calendar days of submittal and return comments to Lionakis. Lionakis will track all comments and will make revisions and return the final document to the District within 21 calendar days of completion of the review.

COMPENSATION

Fees for the Programming, Master Planning and LEED Certification Services

The fee for basic services to provide programming services, master planning services and ECO Charrettes for the Foothill – De Anza Educational Center as described above shall be in the amounts and paid as described below:

Programming Services:	\$134,700.00	Fixed fee, including direct expenses
Master Planning Services:	\$ 72,000.00	Fixed fee, including direct expenses
LEED Certification Services	\$ 23,000.00	As authorized by the District before proceeding
Reimbursable Expenses:	<u>\$ 3,000.00</u>	Time-and-expenses, not to exceed
TOTAL CONTRACT AMOUNT: \$232,700.00		Not to exceed

1. Direct Expenses: Included in the fixed fee for programming and master planning services are miscellaneous costs incurred in the interest of the project as direct expenses such as: local mileage and travel expenses, reproduction of documents for Lionakis' use, telephone and delivery charges.
2. Reimbursable Expenses: These charges include expenses incurred by Lionakis which are directly related to the project such as: document reproductions, drawings and plots for owner, agency or Contractor's use, and expenses for travel beyond 100 miles at the request of the District. Reimbursable Expenses may be billed at 1.10 times actual cost to Lionakis.

END OF EXHIBIT “B”