

**Board of Trustees Agenda Item**

**Board Meeting Date:** January 5, 2010

**Title of Item:**

Measure C Consent

**Background and Analysis:**

***Aggregate amount of these items is: \$59,874***

***De Anza College –***

- A) Noll & Tam Architects – Revision #1 to PAA #4-B to Master Agreement – Corporation Yard – (\$5,120)
- B) Allana Buick Bers, Inc. – PAA #D06 – Tile Roof Repairs - \$34,380
- C) Zolman Construction and Development, Inc. – Change Order #8 - Autotech Renovation - \$3,416
- D) Miller Company Landscape Architects – Revision #1 to PAA #D01 – CDC Playground Maintenance & Upgrades - \$6,000
- E) Ross Luthin Creative – Change #5 to Agreement for Services (RFP #970) – Signage – (\$250)
- F) Quali-Con Enterprises – Revision #2 to Visual & Performing Arts Center - \$0
- G) Architectural Resources Group – Revision #3 to PO #G797221/PAA-#2B – Baldwin Winery & East Cottage - \$21,448

***Foothill College –***

***None***

***Central Services –***

***None***

Charles Allen, Executive Director of Facilities, Operations, and Construction Management and Tom Armstrong, Director, Bond Program Management, De Anza College recommends that Measure C consent item(s) be ratified/approved by the Board of Trustees.

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

**Revision Number 1 to Project Authorization Amendment #4-B  
Between Foothill-De Anza Community College District  
& Noll & Tam Architects**

Revision Number 1 to PAA #4-B dated October 5, 2009 between Foothill - De Anza Community College District and Noll & Tam Architects for Measure C Project 214 - Corporation Yard, Complete Design Development Phase, is a decrease to the contract price for professional services per Noll & Tam's revised Fee Proposal for Project Authorization Amendment 4-C dated December 3, 2009.

REVISION DATE: January 5, 2010

**SCOPE OF WORK:**

This revision does not amend the scope of services.

**COMPENSATION:**

Original contract value:	\$48,130
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$48,130
Net change in contract value due to this revision:	< \$ 5,120 >
New contract value including this revision:	<b>\$43,010</b>

**COMPENSATION:**

This revision does not amend the schedule of services.

All other contract terms to remain in place per the Master Agreement and Project Authorization Amendment referenced above.

Amendment agreed to by:

**OWNER**

\_\_\_\_\_  
Signature Date

**Charles Allen**

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

**ARCHITECT**

\_\_\_\_\_  
Signature Date

**Chris Noll**

*Principal*



B

**Project Authorization Amendment D06  
Between Foothill-De Anza Community College District  
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the **6th Day of January in the year Two Thousand & Ten** 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 #236C REPAIR TILE ROOFS - PHASE III - E2 & E3.*

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., (Consultants) have a fully executed Master Agreement (Agreement), dated October 9, 2008, between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

***REPAIR TILE ROOFS - PHASE III - E2 & E3***

WHEREAS, the Consultants are duly qualified and properly licensed/registered to provide and perform the Basic Services under this PAA in conjunction with the Agreement.

**1. Project Authorization Amendment D06:**

*The PAA for this project includes the following: Provide investigation and preparation of design documents, bid phase services, construction administration, and construction monitoring, for replacement and repairs of the following: 1) Repair Tile Roofs for Buildings E2 and E3; 2) Replace Parapet Stucco and Coping on Buildings E2 and E3; 3) Repair Flat Roof for Building E2; 4) Site Logistics Plan. Scope of Work for Professional Services includes:*

***Design Services:***

***- Tile Roof Repair:***

- Tile roof repairs including removal and re-use of existing tile, replace broken tiles, with installation of new underlayment and related new sheet metal flashings, including flashing to tile at concrete wall transitions for E2 and E3
- Parapet stucco replacement and coping on E2 and E3
- Priming, painting or coating of outside parapet on E2 and E3
- Repair details for substrate, decking, and fascia repairs

- Flat Roof Repair - E2 Storage Room:
  - Design built-up roof with gutter along south perimeter of roof
  - Slope one direction to gutter on south perimeter
  - Replace all perimeter fascia boards
  - Remove existing roof drains
  - Designer shall perform required site investigations and coordinate sampling with the Districts Hazardous Materials Consultant, ECS.
  - Conference call with owner on roof design prior to performing detailed design
- Site Logistics Plan:
  - Prepare a site logistics plan to ensure safety and protection of students, faculty, and the public at large
  - Project construction shall occur during the college summer session and the logistics plan will ensure access to all required entrances and protect the public from accidental falling objects from roofs or high construction zones
  - Site logistic plans will include staging locations and paths of travel for construction activities.
  - Temporary measures shall be identified to included but not limited to fencing, barricades, overhead canopies and walkways, signage, points of connection for sanitary sewer for tile wash water discharge, and other means to protect the public during the construction period
  - Program Manager shall provide information for ABB to develop a site logistics plan that will meet the project parameters
- Design - General Requirements:
  - Design services per the Master Agreement, with the following exceptions
    - No DSA submittal required, all roofing, trellis, and storage repairs are “in kind”, with minor changes to materials and flashing requirements
    - Design review process will include one formal design reviews; 100% Construction Documents Review, no meeting minutes required.
  - Respond to District’s review comments, actions taken or not taken and reason for actions.
  - Consultant will field verify condition of exiting tile and stucco parapet and related components
  - Provide Four (4) sets of drawings and specification for 100% CD Review, and Two (2) sets of Bid Phase Documents, and one complete set of files on disk.
  - Collaborate with Program Manager on Front Ends and Technical Specification to coordinate and remove redundancies between Front Ends and Technical Specifications
  - Prepare roof plans and appropriate details and specifications for all above scope of work for buildings E2 and E3.
  - Provide construction estimate -100% CD submittal.
  - Technical Specifications per 2004 CSI Master Format

#### Bid Phase Services:

- Bid phase services per the Master Agreement, which includes but 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

#### Construction Administration Services:

- Construction Administration phase services per the Master Agreement, which includes but not limited to:
  - 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 arise
  - Provide construction submittal register for all required submittals

- Review construction submittals for compliance with the contract documents. In the event the contractor supplies inadequate submittals, consultant will continue to request revised submittals from the contractor until submittals adequately meet the intended design
- Reply to Requests for Information (RFI's) with appropriate technical answers
- Meet 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 the contractor to resolve field conditions in an expeditious manner
- Review project for approval of substantial completions and supply AIA G704 Certificate of Substantial Completion
- Provide a punch-list for correction of non-compliant construction items
- Assist with project closeout documents and requirements
- After completion of the project, consultant shall provide a list of preventive maintenance items for follow up by District maintenance personnel

#### Construction Monitoring Services:

- During demolition, the monitor will be present to review the condition of the roof deck and Parapet sheathing.
- During construction the construction monitor shall be present at critical phases of construction.
- The monitor will determine if the construction is being performed in conformance with the plans and specifications by checking the following:
  - Specified materials are on the job.
  - Materials are stored properly.
  - Weather and job conditions are suitable.
  - Substrate is sufficiently dry.
  - Temporary water cutoffs are installed at end of each day's work and are removed before resuming work.
  - Coverings, when required, are installed at curbs, edges and penetrations.
  - Membrane, flashings and roofing material applied as specified.
  - Protection board installed in high traffic areas.
  - Tiles on the mansard roof are properly protected during storage
  - Membrane, roofing material and flashings are protected from other trades.
  - Specialized requirements pertinent to the selected roofing material, stucco replacement, parapet cap, and installations procedures are followed.

## 2. **Consultant Compensation:**

The Project Authorization Amendment D06 Contract Price for the Consultant Services shall be based upon the following:

### ***LUMP SUM CONTRACT PRICE***

*The Contract Price for the Consultant Services is a lump sum of Thirty-four thousand three hundred eighty dollars; **\$34,380.***

*Schedule of Values (includes reimbursable):*

Design Services:	\$ 9,955
Bid Phase Services:	\$ 1,495
Construction Administration Services:	\$ 8,470
<u>Construction Monitoring Services:</u>	<u>\$ 14,460</u>
Total:	\$ 34,380

**3. Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.**

Design Services - 100% CD:	01/06/10 - 03/15/10
Bid Phase Services:	11/01/10 - 01/30/11
Construction Administration:	05/30/11 - 09/16/11
Construction Monitoring Services:	06/28/11 - 09/15/11
Closeout Services:	09/16/11 - 12/30/11

**4. Invoicing Requirements.**

*Remit all invoices to the following address:*

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

*All invoices should include the following information:*

- Measure C
- Project Number and Name: 236C REPAIR TILE ROOFS - PHASE III - E2-E3
- All items billed against Schedule of Values, with percent of completion
- Backup billing data for Construction Monitoring Services
- Purchase Order Number
- Construction Monitoring Invoices shall be submitted separately and independent of the design, bid phase, and construction administration services.

**5. Insurance Requirements per the Master Agreement.**

- All insurance requirements are applicable per the Master Agreement.
- Additionally Insured:
  - The following entities shall be named additionally insured per the Master Agreement:

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

**Gilbane Building Company**  
**7 Jackson Walkway**  
**Providence, RI 02903**

**MAAS Companies, Inc**  
**59857 Cascadel Drive North**  
**North Fork, CA 93643**

**DISTRICT**

Foothill – DeAnza Community College District  
A California Community College District

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

Dated: \_\_\_\_\_

**CONSULTANT**

Allana Buick & Bers, Inc.

By: \_\_\_\_\_  
Eugene Buick  
Principal and COO, Allana Buick & Bers, Inc.

Dated: \_\_\_\_\_



**255 Renovation and Expansion of Auto Technolo Project # 255** **Gilbane / MAAS**  
21250 Stevens Creek Blvd. Cupertino CA 95014 Tel: 408-864-5888 Fax: 408-864-5745

**Date:** 12/10/2009 **DSA Number**  
**To Contractor:** **Project #**  
Zolman Construction and Development Inc. **Contract Date:** 4/6/2009  
565 Bragato Road **Contract Number:** 001  
San Carlos, CA 94070 **Change Order Number:** 008

**The Contract is hereby revised by the following items:**  
Change Oder #8

PCO	Description	Amount
076	Per site walk - add twist tie wire anchor system to new clat tile roof - Architect's direction	\$3,416

The original Contract Value was.....	\$2,682,000
Sum of changes by prior Prime Contract Change Orders.....	\$313,809
The Contract Value prior to this Prime Contract Change Order was.....	\$2,995,809
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,416
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$2,999,224</b>
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.

<u><b>SPELZER ASSOC.</b></u> ARCHITECT  Address _____ By <u><b>STEVE BOWERS</b></u> SIGNATURE _____ DATE _____	Zolman Construction and Development Inc. _____ CONTRACTOR 565 Bragato Road San Carlos, CA 94070 _____ Address _____ By <u><b>John Klug</b></u> SIGNATURE _____ DATE <u><b>12/10/09</b></u>	Foothill-De Anza Community College District _____ OWNER 12345 El Monte Road Los Altos Hills, CA 94022 _____ Address _____ By _____ SIGNATURE _____ DATE _____  College Approval By: <u><b>Letha Jeanpierre</b></u> Signature _____ Date: _____
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**Revision Number 1 to Project Authorization Amendment #D01  
Between Foothill-De Anza Community College District &  
Miller Company Landscape Architects dated 4/6/09**

Revision Number 1 to PAA #D01 dated April 6, 2009 between Foothill - De Anza Community College District and Miller Company Landscape Architects for the 228 Child Development Center maintenance and upgrades.

REVISION DATE: January 5, 2010

SCOPE OF WORK:

This Revision is to compensate the Landscape Architect and their Architectural Consultant for additional DSA submission costs. The original project scope as defined in PAA D01 did not include a shade structure, which was added during the schematic design phase. DSA requires structural review of the shade structure, therefore additional funding is being added to the contract.

COMPENSATION:

Original contract value:	\$ 41,850
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 41,850
Net change in contract value due to this revision:	\$ 6,000
New contract value including this revision:	\$ 47,850

SCHEDULE:

Original Start Date:	April 6, 2009
Original Completion Date:	September 9, 2009
Revised Completion Date:	September 9, 2010

All other contract terms to remain in place per the Master Agreement and Project Assignment Amendment referenced above.

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature Date  
**Charles Allen**  
*Executive Director of Facilities, Operations, and Construction Management*  
Foothill-De Anza Community College District

ARCHITECT

\_\_\_\_\_  
Signature Date  
**Jeffrey Miller**  
*Principal*  
**Miller Company Landscape Architects**

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**CHANGE NO. \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the District, a community college district of the State of California, hereinafter called "District" and \_\_\_\_\_ 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)

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and \_\_\_\_\_,

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)

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

ORIGINAL AGREEMENT AMOUNT\$\_\_\_\_\_

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

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$\_\_\_\_\_

NEW TOTAL AGREEMENT AMOUNT\$\_\_\_\_\_

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

In any event, the total payment for services of contractor shall not exceed \$\_\_\_\_\_ 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 \_\_\_\_\_ 20\_\_\_\_\_.

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

\_\_\_\_\_  
Date

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

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

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

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

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

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**CHANGE NO. \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the District, a community college district of the State of California, hereinafter called "District" and \_\_\_\_\_ 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)

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and \_\_\_\_\_,

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)

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

ORIGINAL AGREEMENT AMOUNT\$\_\_\_\_\_

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

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$\_\_\_\_\_

NEW TOTAL AGREEMENT AMOUNT\$\_\_\_\_\_

**Foothill-DeAnza Community College District Change No. \_\_\_\_\_**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

In any event, the total payment for services of contractor shall not exceed \$\_\_\_\_\_ 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 \_\_\_\_\_ 20\_\_\_\_\_.

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

\_\_\_\_\_  
Date

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

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

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

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

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



**Architectural Resources Group**  
**Purchase Order #G979221 / PAA-2B Revision 03**

Revision 03 to PAA-2B / Purchase Order #G979221 dated May 6, 2008 between  
 Foothill-De Anza Community College District and Architectural Resources Group

REVISION DATE: January 5, 2010

SCOPE OF WORK: De Anza College  
 Project No. 766-203 – Baldwin Winery & East Cottage  
 Additional Design Services for:

1. Additional site meetings, enhanced project initiation support
2. Additional reimbursable travel expenses
3. Additional project support for project and DSA closeout

**COMPENSATION:**

Original Purchase Order value (includes PAA-2B & 2C):	\$220,487
Net change in contract value from previous revisions to PAA-2B :	\$ 72,869
Purchase Order value prior to this revision:	\$293,356
Net change due to this revision to PAA-3B:	<u>\$ 21,448</u>
New contract value including this revision:	\$314,804

All other contract terms to remain in place per the Master Agreement.

Amendment agreed to by:

OWNER

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Name:  
 Foothill-De Anza Community College District

CONSULTANT

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Stephen Farneth, Principal  
 Architectural Resources Group