

Board of Trustees Agenda Item

Board Meeting Date: April 5, 2010

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$209,045

De Anza College –

- A) Cleary Consultants, Inc. – Agreement for Services – S2-S6 Phase II – Utility Master Plan Phase I - \$25,000
- B) Environmental Construction Services, Inc. – Revision #1 to PAA #3 – Baldwin Winery & East Cottage “Historic” Project - \$0
- C) Environmental Construction Services Inc. – Revision #1 to PAA #4 – Baldwin Winery & East Cottage “Historic” Project - \$0
- D) Enovity, Inc. – Revision #1 to PAA #1 – Baldwin Winery & East Cottage “Historic” Project - \$0
- E) Enovity, Inc. – Revision 32 to PAA #2 – Baldwin Winery & East Cottage “Historic” Project - \$0
- F) John Plane Construction, Inc. – Change Order #2 – Baldwin Winery 7 East Cottage “Historic” Project - \$6,810
- G) Noll & Tam – Revision #1 to AA #4C – Corporation Yard - \$19,670
- H) Sandis Inc. – Revision #1 to PAA #1 – Secured Bicycle Storage for Students - \$3,500
- I) Tricon Construction, Inc. – Prime Contract Change Order #3 – Pool Chlorination Systems - \$6,115

Foothill College –

- J) Cogent Energy, Inc. – PAA #F-COGENT-#3 – Utility and Technology Infrastructure Upgrades - \$61,770
- K) HMC Architects – Change Order #1 – Campus Wide Building System & Infrastructure Repairs/Upgrades - \$0
- L) Tricon construction, Inc. – Change Order #4 – Pool Plaster and Chemical Systems - \$7,838
- M) WRNS Studio – Revision #1 to PAA #F-WRNS-#1B – Central Campus Site Improvements - \$52,350
- N) WRNS Studio – PAA #F-WRNS-#4A – Parking & Circulation \$19,500
- O) Zolman Construction and Development, Inc. – Change Order #1 – Modernization of Administration Building and General Classrooms - \$7,392

Central Services –

None

Charles Allen, Executive Director of Facilities, Operations, and Construction Management, Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Bond Program Management, Foothill 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

Foothill-DeAnza Community College District**AGREEMENT FOR SERVICES**

This Agreement entered this 5th day of April, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 25,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from April 5, 2010 through December 31, 2010 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

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

8. **Non-Discrimination.**

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

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

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

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

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$76,700.00 for routine maintenance, or other services not described in (a).

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

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

Foothill-DeAnza Community College District

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

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

Authorized Contractor Signature	Date
Contractor's Company Name	
Contractor's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District Cleary Consultants, Inc.

_____, hereinafter called "Contractor".

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

Provide labor and materials per DSA approved drawings and project manual dated 6/11/2009 and DSA form 103 - Statement of Structural Tests and Special Inspections dated 6/11/2009 consisting of but not limited to soil engineering observation and testing during site grading, foundation installation, retaining wall installation, subgrade preparation and baserock placement, pavement installation and utility trench backfilling phases of the project (proposal attached).

- 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)

Payment to Contractor to be made on approved time and material basis, invoiced monthly, based on work performed and verified by Program Manager through inspection, field and/or testing reports. Full Proposal attached.

In any event, the total payment for services of contractor shall not exceed \$ 25,000.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 31, 2010.

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 \$25,000 each claim. Required only if the following blank is checked ____.

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

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

**Revision Number 1 to Project Assignment Amendment #3
Between Foothill-De Anza Community College District
And Environmental Construction Services**

Revision Number 1 to PAA #3 dated September 9, 2008 between Foothill - De Anza Community College District and Environmental Construction Services for Hazardous Material Consultant Services for the De Anza College Baldwin Winery is a schedule extension.

REVISION DATE: April 5, 2010

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 5,910
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 5,910
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 5,910

SCHEDULE:

Construction Monitoring Services

Original Start Date:	Jun. 2009
Original Completion Date:	Mar. 2010
Revised Completion Date:	Nov. 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
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Charles Allen

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

CONSULTANT

Signature	Date
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President

Environmental Construction Services

**Revision Number 1 to Project Assignment Amendment #4
Between Foothill-De Anza Community College District
And Environmental Construction Services**

Revision Number 1 to PAA #4 dated September 9, 2008 between Foothill - De Anza Community College District and Environmental Construction Services for Hazardous Material Consultant Services for the De Anza College East Cottage is a schedule extension.

REVISION DATE: April 5, 2010

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 3,760
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 3,760
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 3,760

SCHEDULE:

Construction Monitoring Services

Original Start Date:	Jun. 2009
Original Completion Date:	Mar. 2010
Revised Completion Date:	Nov. 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
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Charles Allen

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

CONSULTANT

Signature	Date
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President

Environmental Construction Services

**Revision Number 1 to Project Assignment Amendment #1
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 1 to PAA #1 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College Baldwin Winery is a schedule extension.

REVISION DATE: April 5, 2010

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 28,536
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 28,536
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 28,536

SCHEDULE:

Construction

Original Start Date:	Jun. 2009
Original Completion Date:	Mar. 2010
Revised Completion Date:	Nov. 2010

Close-out

Original Start Date:	Mar. 2010
Original Completion Date:	Jun. 2010
Revised Completion Date:	Jan. 2011

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
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Charles Allen

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

CONSULTANT

Signature	Date
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President

Enovity, Inc.

**Revision Number 2 to Project Assignment Amendment #2
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 2 to PAA #2 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College East Cottage is a schedule extension.

REVISION DATE: April 5, 2010

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 18,287
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 18,287
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 18,287

SCHEDULE:

Construction

Original Start Date:	Jun. 2009
Original Completion Date:	Mar. 2010
Revised Completion Date:	Nov. 2010

Close-out

Original Start Date:	Mar. 2010
Original Completion Date:	Jun. 2010
Revised Completion Date:	Jan. 2011

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
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Charles Allen

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

CONSULTANT

Signature	Date
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President

Enovity, Inc.



Prime Contract Change Order

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 3/22/2010

To Contractor:

John Plane Construction
1000 South Bascom Ave.
San Jose CA 95128

Project #

1183-203

Contract Date:

1/16/2009

Contract Number

1

Change Order Number:

2

The Contract is hereby revised by the following items:

Change Order # 2

Baldwin Winery

DSA# 01-110264

PCCO	Description	Amount
2	Remove and replace 500 square feet of damaged plywood subfloor	\$ 6,810.00

East Cottage

DSA# 01-110101

PCCO	Description	Amount
N/A	N/A	\$ -

Total Combined
\$ 6,810.00

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 23,836.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,293,836.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 6,810.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,300,646.00
The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Contract Change Oder is	7/9/2010

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.

Architectural Resources GroupARCHITECT

Pier 9, The Embarcadero
Sa Francisco, CA 94111

John Plane ConstructionCONTRACTOR

100 North Hill Dr., Ste. 12
Brisbane, CA 94005

Foothill-De Anza Community CollegeOWNER

12345 El Monte Road
Los Altos Hills, CA 94022

BySIGNATUREDATEBySIGNATUREDATEBy Charles AllenSIGNATUREDATE**COLLEGE APPROVAL**By Letha JeanpierreSIGNATUREDATE

REVISION # 1 to PAA4C between Noll & Tam and FHDA dated 2/2/2010

SCOPE OF WORK:

This negotiated agreement establishes total compensation for all additional design related services, 766-205

Revision 1 is for professional fees to provide engineered carports to modify the sizes to increase PV generating capacity. Scope includes structural engineering to support heavier, more efficient solar panels, a taller structure to avoid truck traffic and coordinate the design of the two carports to consolidate the DC feed into one inverter.

COMPENSATION

Architectural	\$ 3,940
Civil	\$ 880
Structural	\$10,450
Electrical Engineering for Lighting Plan	<u>\$ 4,400</u>

REVSIED TOTAL NOT-TO-EXCEED	\$19,670
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SCHEDULE:

All contract terms not specifically addressed in Revision #01 to remain in place per the standard Master Agreement.

Revision agreed to by:

OWNER

Signature

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

DESIGN PROFESSIONAL

Noll and Tam

By: _____
Chris Noll
President

PAA 4 C: Corporation Yard Modifications

Revision 1: Increase Generating Capacity of Proposed Solar PV System

De Anza College
(N&T Project No. 2910.00)
March 18, 2010

PROFESSIONAL FEE SUMMARY - BASIC SERVICES

Phase / Task	Total Fee
1. Architectural	\$3,940
2. Civil	\$880
3. Structural	\$10,450
4. Mechanical/Plumbing	\$0
5. Electrical/Fire Alarm/Data	\$4,400
TOTAL PROPOSED FEE - SCHEMATIC DESIGN SERVICES	\$19,670

Basis of Proposal

1. After researching the pre-engineered carport system the design team determined that the system consisted only of the structural framework and foundation system. Photovoltaic panels are not a part of the pre-approved DSA design. The pre-approved design is limited in height and in the weight of PV panels it can support. The analysis completed by AlfaTech per PAA 4C revealed that the most efficient PV system exceeds the panel weight allowable with the pre-approved design. In addition, the height limitation resulted in smaller, less efficient areas for the PV arrays due to concerns that the canopies might be hit by higher vehicles entering and leaving the Yard.
2. The opportunity to significantly increase the power generation capacity led the District to request that the Design Team investigate taller and larger panel arrays, designed to support heavier and more efficient PV panels. Alfa Tech will need to prepare a new design and establish the revised size and configuration in order to determine, a layout for the two carports which will make it possible to serve both arrays with a single inverter and panel, thus reducing the initial cost of the system infrastructure and its impact on the Yard layout. These changes will result in ongoing savings to the District through increased power generation.
3. As part of PAA 4C Structural Engineering fees for the carport PV arrays were limited to DSA Deferred Approval of Photovoltaic System attachment and support, and review only of provider-engineered submittals for the carport structures. The steel carport structures and foundation systems were to be pre-engineered and pre-approved by DSA. Based on the District's evaluation of options presented for the PV system, it was determined that the system offering best value in terms of power generation capacity requires use of a panel which significantly exceeds the design weight of the pre-engineered carport. In addition, the height of the pre-engineered carport is limited - resulting in a reduced area for the PV system. Because of the limitations of the pre-engineered carport system, it has been determined by the District that a project-specific carport configuration and structural design is required.
4. In order to maximize the carport size to provide the most efficient layout of the PV panels, the District has requested that the Civil Engineer provide an additional diagram to delineate the 3-dimensional vehicular maneuvering clearances required for Yard operations. The Yard plan and utilities will also need to be revised based on the District's request that the panel arrays for the two carports be supported by a single inverter.
5. The design team has been directed to develop design modifications to the carport height and layout which affect the architectural plans, elevations and sections.
6. DSA review and approval of the site-specific structural design for the carport systems will be required.
7. During construction, the project-specific structure will result in additional shop drawings to be reviewed.

Not included in Fee Proposal:

1. LEED certification is not part of this contract.
2. Permit, utility, and other fees

REVISION # 1 to PAAD01 between Sandis and FHDA dated 8/3/2009**SCOPE OF WORK:**

This negotiated agreement establishes total compensation for all additional design related services, 766-217 to edit project scope elements. Revise bike rack style and layout requirements, incorporate new locker style and structural attachments, and modify certain Specifications to reflect refinements to style or materials chosen.

Purchase Order #: MC100584

Purchase Order date: 8/3/2009

Revision 1 Extend contract completion date 10/3/2010 **\$3,500**

COMPENSATION:

Surveying Services

Topographic Survey \$1,000

Engineering Services

Construction Document \$8,350

Electrical Engineering for Lighting Plan \$2,000

Bidding \$ 250

Construction Administration \$ 900

REVSIED TOTAL NOT-TO-EXCEED \$16,000

SCHEDULE: complete CD's by March 25th 2010.

All other contract terms not specifically addressed in Revision #01 to remain in place per the standard Master Agreement.

Revision agreed to by:

OWNER

Signature

Charles Allen

Executive Director of Facilities, Operations, and Construction Management

Foothill-De Anza Community College District

DESIGN PROFESSIONAL

Sandis

Civil Engineers, Surveyors, Planners

By: _____

Ken N. Olcott, P.E.
President

Detailed, Based on Unit Prices, Architect - De Anza with
DSA Number**100C/200B Pool Tile, Tile Plaster and Chlorination Project # 100C/200B****Gilbane/MAAS**12345 El Monte Road
Los Altos Hills, CA 94022

Tel: 650-949-6900 Fax: 650-917-1649

Date: 3/17/2010**To Contractor:**Tricon Construction, Inc
11419 Sunrise Gold Circle, Suite 6
Rancho Cordova, CA 95742**DSA Number****Project #**

100C/200B

Contract Date:

11/2/2009

Contract Number: MC100894**Change Order Number: 003****The Contract is hereby revised by the following items:**

Change Order #3. New PCB boards are required to integrate the new controller with the existing system making it fully automated. Acid injector pumps are required to deliver the HCl to the MTS. This change order does not affect contract duration.

PCO	Description	Amount
025	Additional Acid Injector Pump for Acid Tanks (DA) - Architect Directed Design Change	\$1,753
022	New PCB boards are required to tie in the existing system with the new Chemtrol controllers. (DA) - Architect Directed Design Change	\$4,362

The original Contract Value was.....	\$872,326
Sum of changes by prior Prime Contract Change Orders.....	\$41,473
The Contract Value prior to this Prime Contract Change Order was.....	\$913,799
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$6,115
The new Contract Value including this Prime Contract Change Order will be.....	\$919,914
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/24/2010

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.

Arch-Pac, Inc.

ARCHITECT1351 Distribution Way, Suite 1
Vista, CA 92081

Address

By KEN MORFITTSIGNATURE Ken MorfittDATE 17 Mar 2010

Tricon Construction, Inc

CONTRACTOR11419 Sunrise Gold Circle, Suite 6
Rancho Cordova, CA 95742

Address

By KENT SMITHSIGNATURE Kent SmithDATE 3-17-20Foothill-De Anza Community College
District**OWNER**12345 El Monte Road
Los Altos Hills, CA 94022

Address

By _____

SIGNATURE _____

DATE _____

College Approval

By _____

Signature _____

Date: _____

**Project Authorization Amendment No. F-COGENT-3
Between Foothill-De Anza Community College District
& Cogent Energy**

AGREEMENT made as of the 6th day of April in the year Two Thousand, Ten between the District:

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

and the Architect:

Cogent Energy, Inc.
2300 Clayton Road, Suite 480
Concord, CA 94520

For the following Measure C Project(s):

#135 – UTILITY AND TECHNOLOGY INFRASTRUCTURE UPGRADES

For Peer Review & Commissioning Authority (CxA) Services

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 Cogent Energy, Inc. (Commissioning Agency) have a fully executed Standard Form of Master Agreement (Agreement) between the District and the Commissioning Agency in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Commissioning Agency.

WHEREAS, the Commissioning Agency 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 Commissioning Agency, for the Project named above and described below.

I. Project Definition:

- A. Perform an Engineering Peer Review and perform Commissioning Authority (CxA) services for the Foothill College Utility Infrastructure Upgrades Phase 1 project. These services shall be performed relative to the following project documents by Salas O'Brien Engineers :
 - 1. Specifications for Foothill College Utilities Master Plan – DSA Submittal dated 1/19/2010.
 - 2. Drawings – DSA Submittal dated 1/19/2010
 - 3. Basis of Design for Foothill College Utilities Master Plan Design Development Submittal dated 11/20/09.
- B. The system to be included in the commissioning Scope of Work are follows:
 - 1. HVAC Systems

2. Building Energy Management & Control System
 3. Electrical Systems
- C. Work, related to above Mechanical System includes:
1. Furnishing and installing two new pumps (SHHWP – 17 and SHHWP – 18) and VFD's in Building 5200.
 2. Install a new 80 ton SMARDT air-cooled screw chiller in Building 1000 with new piping, primary CHW pump (P-9), VFD driven secondary CHW pump (P-8), control valves, and related controls.
 3. New controls programming, SOO and graphics only for operation and control of heating, cooling and pumping equipment listed above in building 1000 and 5200.
 4. Re-commissioning of the HHW secondary pumps at 7400 because they will now be connected to a virtual central plant once 5200 and 7400 are linked together.
 5. Expansion of new generation Building Automation System (NOVAR BAS) to control the new chiller, CHW pumps, HHW pumps, existing boilers (8 total), control valves and 80-tons air cooled water chiller.
- D. Work, related to above Electrical Systems include:
1. Building 5200 Switchboard
 2. Building 3000 Switchboard
 3. Main Switchboard 'MSB'
 4. Main Switchboard 'MS2' – They is a Temporary Service which will be used during the construction phase of this project to provide power to the campus while MSB is being replaced.

II. Scope of Services:

- A. Perform an Engineering Peer Review consisting of the following:
1. MEP Compliance Review: Review the Mechanical, and Electrical DSA Submittals (dated 01/19/2010) drawings and check for adherence to the following codes and standards: California Electrical Code, California Plumbing Code, California Mechanical Code, IEEE standards, IES, Title 24 - Part 6: Energy Code, and industry standard practices.
 2. Basis of Design (BOD) Objective: Review drawings and specifications for conformance with Designer's BOD report. The following BOD will be used for this review: Basis of Design for Foothill College Utilities Master Plan Design Development Submittal date 11/20/09.
 3. Execution of the Design Approach: Review design drawings and ensure they are accurate, that the documented design approach reflects the design intent, and the identified approach is consistent with industry accepted design standards.
 4. Recommendations and Conclusion: Provide a summary letter report clearly documenting identified issues, comments, and value engineering opportunities. Review Designer's responses to summary report and offer an opinion as to the adequacy of the response.
- B. Provide Commissioning Authority (CxA) services consisting of the following:
1. The CxA shall provide commissioning specifications which shall be included in the construction bid documents prepared by Salas O'Brien Engineers (Engineer). The CxA shall review the project specifications and recommend modifications to the specifications to eliminate conflicts with the commissioning specifications.
 2. The CxA shall provide a complete Commissioning Process Plan.
This plan shall include the following:
 - Commissioning Program Overview

- Commissioning Team
 - System Schedule for Commissioning
 - Description of Cx process Activities
 - Documenting the Owner's project requirements
 - Preparing the Basis of Design
 - Developing system functional test procedures
 - Reporting deficiencies and resolution process
 - Accepting the building system
 - Documenting the commissioning review process
 - Reviewing contractor submittals
 - Developing the system manual
 - Verifying training of Operations Personnel
 - Reviewing Building after final acceptance
3. The CxA shall schedule, organize and coordinate an initial commissioning coordination meeting with the Owner, Design Team and Contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. A meeting agenda and minutes shall be provided by the CxA. The CxA shall hold regular scheduled six meetings (6) throughout the construction and acceptance phase.
 4. The CxA shall review all contractor standards submittals of commissioned features and systems to ensure that the features being provided will meet the specifications and Owner's requirements. Review comments will be provided in a written report to the project team through the Owner's Program Manager.
 5. Starting with the installation of mechanical and electrical work, the CxA shall conduct installation reviews of the mechanical and electrical work with the purpose of identifying issues related to workmanship and compliance with the design intent. Four (4) site visits shall be performed by CxA for field inspections prior to system startup. CxA shall review TAB field work (pipe flushing, treatment and water balance only).
 6. At the completion of all contractor installation procedures, including submission of completed and signed checklists and pre-functional test forms, the CxA shall be responsible for performing and documenting a final installation review and for verifying that the equipment and systems designated for commissioning are completely installed and ready for functional performance testing. All issues discovered during this process shall be documented and assigned for future resolution. Documentation of this final installation review shall be provided within the final commissioning report.
 7. The CxA shall be responsible for verifying the completion of system start-up and testing routines as specified to be performed by the appropriate contractors, and all functional performance testing and demonstrations as detailed in the Commissioning Plan. The CxA will actively participate in the completion of functional performance demonstrations. All issues discovered during these functional performance demonstrations will be logged and tracked by the CxA until resolved.
 8. The CxA will review contractor provided Operations and Maintenance manuals for compliance with contract specifications. The Commissioning Authority shall also verify contractor compliance with all specified training requirements related to those systems scheduled for commissioning. The CxA shall provide a report detailing the results of this review.
 9. At the completion of the startup and functional performance demonstration phase, the CxA shall be responsible for assembling and producing the Final Commissioning Report. This report shall contain the following:
 - An executive summary of the process and results of the commissioning program.

- A history of any system deficiencies identified and how they were resolved.
- System performance test results and evaluation.
- A summary of the design review process
- A summary of the submittal review process
- A summary of the O&M documentation and training process.

10. The CxA shall develop and provide a System Manual that provides information needed to understand and optimally operate the commissioned system.

III. Project Schedule:

- A. Peer Review Summary Report completed within 3 weeks of the date of the contract.
- B. Commissioning Specifications complete prior to DSA approval of project documents.
- C. Commissioning Plan complete prior to DSA approval of project documents.
- D. Anticipated Project Schedule:

January to May 2010:	DSA Review and Approval
June to August 2010:	Contractor Bidding and Award Phase
Sept. 2010 to Sept. 2011:	Construction Phase

IV. Project Contract Price and Architect's Compensation:

- A. Fee Summary for Peer Review & Basic Services:

Peer Review	\$ 10,120
Commissioning Services:	\$ 50,160
Direct Expenses:	\$ 1,490

Total Lump Sum Fee	\$ 61,770
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"District"
FOOTHILL- DE ANZA COMMUNITY COLLEGE DISTRICT
a California Community College District

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

"Commissioning Agency"
Cogent Energy, Inc.

By:  _____ Date: 03/19/10
~~Douglas R. Chamberlin~~ Kevin Bligh, Chief Financial Officer, for
Principal Laurie Harrison

Deputy General Counsel

MAR 19 2010

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. G877037

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 11th day of February, 2010, by and between the District, a community college district of the State of California, hereinafter called "District" and HMC Architects 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)

Contract time extended to June 1, 2010.

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
HMC Architects

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)

No changes to original agreement. This change only increases contract 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)

ORIGINAL AGREEMENT AMOUNTS \$ 286,000.00 + \$15,000 Reimbursable

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0.00

NEW TOTAL AGREEMENT AMOUNTS \$ 286,000.00 + \$15,000 Reimbursable

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. G877037

In any event, the total payment for services of contractor shall not exceed \$ 301,000
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 1 20 10.


Contractor Signature

3-17-10
Date

HMC Architects
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.

Prime Contract Change Order

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

Date: 3/17/2010

To Contractor:

Tricon Construction, Inc
11419 Sunrise Gold Circle, Suite 6
Rancho Cordova, CA 95742

DSA Number

Architect's Proje

100C/200B

Contract Date:

11/2/2009

Contract Number: MC100894

Change Order Number: 004

The Contract is hereby revised by the following items:

Change Order #4: Architect Directive to add new PCB Board for an automated system and new Acid injector pump to deliver HCl to the MTS. Owner Directive to add shut-off valves to the equalizer lines. This change order does not affect contract duration.

PCO	Description	Amount
024	Additional Acid Injector Pump for Acid Tanks (FH) - Architect Directed Design Change	\$1,018
023	New PCB boards are required to tie in the existing system with the new Chemtrol controllers. (FH) - Architect Directed Design Change	\$3,017
026	Additional Shut off Valves for 4" and 8" Equalizer Lines for future Swimming Pool Maintenance. (FH) - Owner Directive	\$3,803

The original Contract Value was.....	\$872,326
Sum of changes by prior Prime Contract Change Orders.....	\$47,588
The Contract Value prior to this Prime Contract Change Order was.....	\$919,914
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$7,838
The new Contract Value including this Prime Contract Change Order will be.....	\$927,752
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/24/2010

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.

Arch-Pac, Inc.

Tricon Construction, Inc

Foothill-De Anza Community College
District

ARCHITECT

1351 Distribution Way, Suite 1
Vista, CA 92081

Address

By

SIGNATURE

DATE

CONTRACTOR

11419 Sunrise Gold Circle, Suite 6
Rancho Cordova, CA 95742

Address

By

SIGNATURE

DATE

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:

Revision #1 to PAA F-WRNS-1B

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

AMENDMENT DATE: April 6, 2010

SCOPE OF SERVICES:

Replace Section I “Project Definition” with the following, where **bold text** indicates changes to the original PAA.

I. Project Definition:

1. Provide Full Design, Engineering, and Contract Administration Services for the following projects based on the approved Concept Design document, and as shown on the Attachment “A” – Limit of Work Diagram (**Revised March 10, 2010**):
 - a. Project #125; ADA Transition Plan
 - b. Project #129; Irrigation Mainline Phase II (branch irrigation portion)
 - c. Project #131; Exterior Lighting
 - d. Project #133; Campus Fountains
 - e. Project #136; Replace Storm Drains
 - f. Project #137; Tree Maintenance and Replacement
 - g. Project #143; Replace Walkways
 - h. Project #144; Site Improvements – Phase 1: the Campus Green **Area 1**; Central Court; Courts B, C, F, J, H, K, L, M, & Q; Northern, **Western**, and PSEC Thresholds
 - i. **Project #144; Site Improvements – Phase 1: Lighting for Areas 2 & 3; Exterior Slots for all Buildings Except 5100, 5400, 5600, and 5800**
2. The following projects are excluded from Design Services, but the Architect will review them for conformance to Overall Campus Integration:
 - a. Project #144; Site Improvements – Phase 1: Courts A, G, **Appreciation Hall Fountain**
 - b. Project #144; Site Improvements – Phase 2: the Campus Green **Areas 2 & 3 (except lighting)**
 - c. Project #144; Site Improvements – Phase 2: Courts O, N
3. The following projects are excluded from Design Services, but the Architect will review them for conformance to Overall Campus Integration:
 - a. Project #115; FAAPS
 - b. Project #126; Lot 4
 - c. Project #129; Mainline Irrigation Phase II (mainline portion)
 - d. Project #134; Exterior Signage
 - e. Project #135; Utility and Technology Infrastructure
 - f. Project #142; Soccer, Softball, and Baseball Complex
 - g. Project #160; North Slope Science Center Building

Replace Section II “Architect’s Scope of Services” with the following , where **bold text** indicates changes to the original PAA.

II. Scope of Architect’s Services:

1. The scope of services for the projects listed in section I.1 will be provided by WRNS Studio, LLP (Architect) and the following design consultants:
 - a. Meyer+Silberberg (Landscape Architect)
 - i. ISC Group (Irrigation)
 - b. Sandis (Civil Engineer)
 - c. Davis Langdon Associates (Estimating)
 - d. Silverman & Light (Lighting and Electrical)
 - e. Pacific Water Art (Fountain)
 - f. Rich Hubble, CSI (Specifications)
 - g. Soil and Plant Laboratories (Soils Testing)
 - h. Barrie D Coates and Associates (Arborist)
2. Provide full Schematic Design, Design Development, and Construction Design Documents, Bidding, and Construction Administration Phase services as described in Articles 2.3, 2.4, and 2.5 in the Master Agreement and as defined below.
 - A. Concept Design Review:
 - a. Collect and review available existing drawings, reports and documents pertinent to the projects listed under I.1, & I.2, I.3.
 - b. Summarize site design parameters and constraints for each of the projects listed under I.1.
 - c. Collect and coordinate site design documentation and analysis as required for ADA Transition Plan submittal to DSA, and District approval.
 - B. Confirm Programming for projects listed under I.1:
 - a. Schedule meetings with Foothill College Steering Committee, Fire Dept, and Campus Police as required to confirm concept design scope and approaches.
 - C. Provide Base Drawing Documentation for Design:
 - a. Prepare preliminary base drawings using the updated Campus Survey – per section III below -- as the basis for design for the projects listed under I.1.
 - b. Deliverables as summarized under D below.
 - D. Summary of Design Deliverables:
 - a. ADA Transition Plan submittal for DSA and District approval including proposed modifications required to comply with ADA pathways; Assessment map / documentation of Inner Campus pathways; Diagrams showing locations where walkway repair and/or reformation of layout is required.
 - b. 100% Schematic Design Package submittal (SD) of the work for the projects listed in I.1 above – including required ADA accessible landscape features and upgrades to pathways within the Campus Green that pass thru Phase II areas; associated “landscape slots”; including soft and hardscape materials, plant list, soils conditions, berms, trash receptacles and site furnishings.
 - c. 100% Design Development Package submittal, 50% and 100% Contract Document Package Submittals for projects listed in I.1 above including soft and hardscape materials, plant list, soils conditions, berms, trash receptacles and site furnishings.
 - d. Design documentation shall include and/or be coordinated with the following requirements:
 - i. Concept Design documents and guidelines, including connective elements, supporting documentation, and reports
 - ii. Report of soil conditions, specifications for improving soils and drainage.

- iii. Implementation plan on replacing existing trees and planting that considers local climate, soil conditions, original design intent and strives to reduce water consumption, and maintenance
 - iv. Irrigation plan based on landscaping and tree maintenance work.
 - v. Exterior lighting, photometric analysis, requirements for dark sky compliance
 - vi. Exterior signage on Inner Campus
 - vii. Restoration of existing fountains scheduled to be modernized with the courtyards
 - viii. Existing utility infrastructure report (prepared by District Consultant), including underground storm drains
 - ix. Surface and sub-surface drainage, underground storm drain lines that need repair/replacement
 - x. Stormwater management plan in concert with local jurisdiction requirements
 - xi. Improvements to the Courtyards to restore/maintain their potential historic character while serving the current needs of the Campus
- e. **Provide a master exterior lighting plan for the entire Inner Campus and Thresholds including the stairs leading to Lots 2/3 from the Northern Threshold, and the stairs leading to Lots 2/3 from Campus Center.**
- E. Construction Cost Estimates:
 - a. Prepare a construction cost estimate defining construction costs, prepared by a professional estimator, based on the deliverables described under D at the end of the SD, DD and CD design phases (100% Design Submittals).
 - b. Provide one draft overall cost estimate for District review.
 - c. Provide a final overall cost estimate broken down by area, building or CSI division as appropriate to provide sufficient cost detail to support design stage cost management.
- F. Final Deliverables:
 - a. 100% Bid Documents of final scope to be built as Phase 1 shall be submitted for bid at the agreed bid date in accordance with article 2.5.9 of the Master Agreement.
- G. Contract Administration during Construction
 - a. Provide Contract Administration services during construction for all projects listed in I.1.
 - b. If projects are phased, grouped differently, or pursued piecemeal over a longer timeframe, the CA fee shall be adjusted accordingly.
 - c. Construction Administration services for Courts **B, M, and H, Appreciation Hall Fountain, and the Northern Threshold** are not included in the Architect's scope of services. If the District awards any or all of these courts as bid alternates to the Contractor, then the CA fee shall be adjusted accordingly.
- H. Interface with Campus and District:
 - a. Attend meetings as required with College groups, including planning, user groups, and facilities staff, to collect data, review progress and seek approvals.
 - b. Architect shall include up to 3 coordination meetings during each design phase.
- I. Board Presentations:
 - a. Architect shall include one additional presentation to the Board of Trustees in addition to the presentation of 100% CD documents in accordance with Article 2.5.8 of the Master Agreement (total of two presentations).

COMPENSATION:

Original PAA value including Reimbursables:	\$ 682,000.00
Net change in contract value due to this Revision #1:	<u>\$ 52,350.00</u>
New contract value including this amendment and Reimbursables:	\$ 734,350.00

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

WRIGHT SHERMAN
FOR JOHN RUFFO

John Ruffo
Partner
WRNS Studio, LLP

**Project Authorization Amendment No. F-WRNS-4A
Between Foothill-De Anza Community College District
& WRNS Studio, LLP**

For the following Measure C Project(s):
#154 – PHOTOVOLTAIC ARRAYS

For Architectural design consulting services for the Foothill College Lots 2/3 Photovoltaic Arrays:

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 WRNS Studio, LLP (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.

I. PROJECT DESCRIPTION:

The Foothill DeAnza Community College District (District) has contracted with Chevron Energy Solutions Company (Chevron) to provide design/build services to design and construct photovoltaic (PV) arrays at Parking Lots 2/3. A conceptual layout of the proposed 1,406,388 kWhr/yr PV array is shown in "Attachment A –Lots 2/3 Conceptual PV Layout". The construction scope of work includes the installation of photovoltaic arrays on steel canopy structures, associated power inverters and electrical infrastructure, lighting, modifications to the driveways, bioswales between the parking stalls, asphalt slurry seal, and restriping.

II. SCOPE OF SERVICES:

- A. Architect shall coordinate with Chevron to ensure that the PV canopy structures and associated equipment designed by Chevron will be successfully integrated into the planned site improvements for Lots 2/3 under the Measure C project #162 Parking and Circulation.
- B. Architect shall review the PV design documents by Chevron and advise the District and Chevron regarding parking lot layout, driveway configurations, and pedestrian improvements to improve pedestrian and vehicular circulation within the lot in accordance with the "Foothill College Mobility Study" by Fehr & Peers.
- C. Architect shall review the PV design documents by Chevron and advise the District and Chevron on the arrangement of PV steel support canopies such that they accommodate the grading within the lot, and they are integrated with the parking lot configuration.

- D. Architect shall review the PV design documents by Chevron and advise the District and Chevron on the design of bioswales between the parking stalls in order to ensure that the bioswales comply with the overall stormwater management plan for Lots 2/3.

III. PROJECT SCHEDULE:

The anticipated schedule for the project is:

Design Phase	March 1, 2010 to June 15, 2010
Construction Phase	June 16, 2010 to September 15, 2010

IV. FEES AND PAYMENT:

Total Lump Sum fee: **\$19,500**

Payments shall be billed on a monthly basis for services rendered.

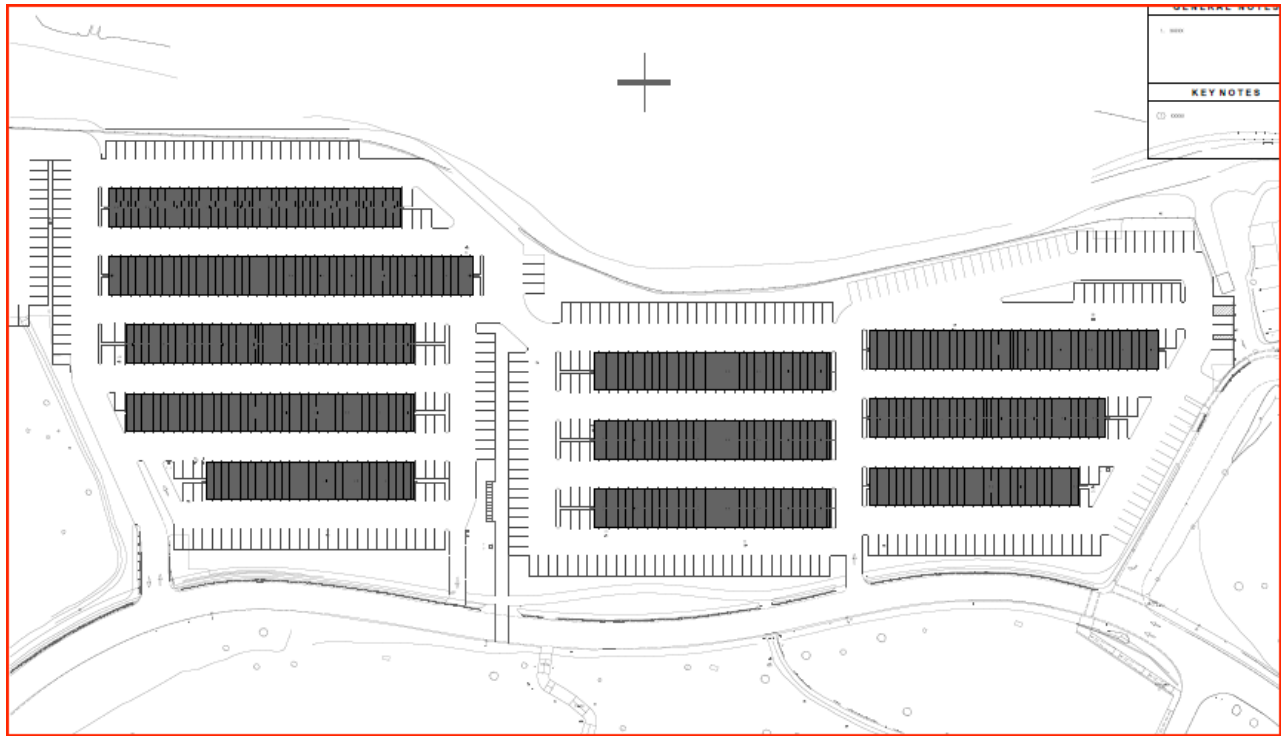
"District"
FOOTHILL- DE ANZA COMMUNITY COLLEGE DISTRICT
a California Community College District

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

"Architect"
WRNS Studio, LLP

By: _____ Date: _____
John Ruffo
Partner

**Attachment A -
Lots 2/3 Conceptual PV Layout**



Prime Contract Change Order

Detailed, Based on Unit Prices

112 Modernization of Administration Building and Project # 112

12345 El Monte Road Los Altos Hills, CA 94022

Tel: 650-949-6900 Fax: 650-917-1649

Gilbane/MAAS

Date: 4/5/2010

To Contractor:

Zolman Construction and Development Inc.
565 Bragato Road
San Carlos, CA 94070

Architect's Project No: 3449003

Contract Date:

Contract Number: MC101031

Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order 1 - April 2010 BOT

PCO	Description	Quantity	UOM	Unit Price	Amount
001	Abatement of Underground Hydronic Piping for tie in at buildings 1900 and 5500. This work is required to complete hydronic replacement included in contract documents that didn't include hazardous material abatement information.	1.00	\$	6,550.00 \$	6,550.00
002	Raise previously unknown manhole that was discovered during pothole investigation for 5500 hydronics to finish grade.	1.00	\$	842.00 \$	842.00

The original Contract Value was.....	\$	4,743,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$	0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$	4,743,000.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	7,392.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	4,750,392.00
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		1/28/2011

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road
San Carlos, CA 94070

Address

By Kashanian, Mark

SIGNATURE

DATE

3/19/10

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

c/o Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

PCO # 1R1

PROJECT: Foothill College Admin
JOB # 1239-112

Change was generated by: Gilbane-Mike Hohl during site walk

Reliance Construction

ITEM	ENCL #	LABOR	MTL/EQUIP	SUBS	SUB OH&P	TOTAL
Reliance PCO 2	#1	\$1,294.52	\$2,693.39		\$0.00	\$3,988
Reliance PCO 3	#2	\$572.03	\$844.42			\$1,416
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
ITEM TOTALS		\$1,867	\$3,538	\$0	\$0	\$5,404
Labor Mark-Up	15%					\$280
Equipment and Material Mark Up	15%					\$531
Zolman Mark-Up	5%					\$270
BOND	1%					\$65
TOTAL AMOUNT FOR CHANGE PROPOSAL						\$6,550

RELIANCE CONSTRUCTION

PCO Coversheet Form

Page 1 of 1

FOOTHILL COLLEGE
Bldgs 1900, 5500, 6400 Renovation Project
GC: ZOLMAN CONSTRUCTION

POTENTIAL CHANGE ORDER**PCO #: 2**

TO: John Klug, ZOLMAN CONST. (G.C.)
FROM: Jeremiah Huelsenkamp, RELIANCE CONST. (Sub)

DATE ISSUED: 3-4-10
BID PACK #: N/A

Reference: Foothill College Bl. 1900, 5500, & 6400 Admin. & Cr Modernization Project

DESCRIPTION OF WORK: Additional Removal - Asbestos Pipe Removal at trench outside Building #1900.
Remove and dispose of exterior trench enclosure and Asbestos piping outside the 1900 Building.
Proposed Change Order Cost = \$4,600.00

CHANGE IN CONTRACT SUM: ☐ NONE ☐ DEDUCT: \$ ☒ ADD: \$4,600.00

CHANGE IN CONTRACT TIME ☐ NONE ☐ DEDUCT ____ DAYS ☒ ADD 2 DAYS

The signatures of the Owner, CM and Contractor below indicate acceptance by both parties of the costs and time adjustments above as a part of this change to the work. In conformance with the requirements of the Contract Documents, the Contractor agrees that above cost and time adjustments are full satisfaction for the extra work described in this Potential Change Order and there are no additional impacts arising out of, or connected with the performance of this additional work. The Contractor may recover no impacts of any nature. This Proposed adjustment in Contract Sum and Contract Time constitutes a full compensation to the Contractor for the above changes to the original Contract Documents. *There are no additional unconsidered impacts.*

The following parties without exception hereby agree to this Potential Change Order:

Sub-Contractor
(Reliance Construction)

By: Jeremiah Huelsenkamp Date 3/4/10

General Contractor
(Zolman Construction)

By: _____ Date _____

Construction Manager
(Gilbane)

By: _____ Date _____

RELIANCE CONSTRUCTION

Reliance Construction
1755 E. Bayshore Rd. #26 A
Redwood City, CA 94063
License # 938131

P.C.O. #2 BREAKDOWN

John Klug
Zolman Construction

3/10/2010

Re: FOOTHILL COLLEGE MODERNIZATION Project
Building 1900, PCO #2 Breakdown
Fax: (408) 890-4630

SCOPE OF CHANGE ORDER WORK:

Abatement, removal, and disposal of approx. 110 LF of friable asbestos piping insulation for trench piping outside Building 1900.

Labor rate regular time	\$ 24.25	Labor and Supervision Cost
Supervision rate regular time	\$ 34.27	
Labor rate over time		
Supervision rate over time		
Labor Hours at labor rate (2 men, 1 day, 8 hrs.) =	16	
Supervision Hours at supervision rate (1 day, 8 hrs.) =	8	\$ 388.00
Labor Hours at OT labor rate =		\$ 274.16
Supervision Hours at OT supervision rate =		\$ -
		\$ -
		\$ 662.16
		\$ 761.48
		\$ 1,294.52

A)

Material Description	Material Cost	Quantity	Material Cost
Air Sampling	\$ 25.00	6	\$ 150.00
Asbestos Tape	\$ 6.50	1	\$ 6.50
Bags (PER ROLL)	\$ 64.00	1	\$ 64.00
Blades (PER 10)	\$ 6.10	10	\$ 61.00
Buffer Pads	\$ 12.00		\$ -
Caution Tape	\$ 8.00		\$ -
Charcoal Filters	\$ 15.00		\$ -
Doodlebug Scrub Pads	\$ 2.00	25	\$ 50.00
Drums for Mastic Disposal	\$ 45.00		\$ -
Duct Tape (PER CASE)	\$ 81.00	1	\$ 81.00
Encapsulant, Bridging (PER PALE)	\$ 112.00	1	\$ 112.00
Encapsulant, Penetrating (PER PALE)	\$ 52.50		\$ -
Glovebags (25 PER ROLL)	\$ 162.50	1.5	\$ 243.75
Gloves (PER PAIR)	\$ 0.62	3	\$ 1.86
Industrial Rags (PER BUNDLE)	\$ 24.00	1	\$ 24.00
Lead Caution Tape (PER ROLL)	\$ 6.50		\$ -
Mastic Remover (PER PALE)	\$ 74.00		\$ -
Negative Air Pre Filter	\$ 0.53		\$ -
Negative Air Secondary Filter	\$ 5.75		\$ -
Peel Away (PER PALE)	\$ 212.00		\$ -
Plastic (PER ROLL, 6 mil.)	\$ 75.00	1.5	\$ 112.50

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Redwood City, CA 94063
License # 938131

	Pop-up Decon	\$ 125.00		\$ -
	Respirator Cartridges, Half Face	\$ 6.00	4	\$ 24.00
	Respirator Wipes (PER BOX)	\$ 5.50	1	\$ 5.50
	Scrapers	\$ 8.77	4	\$ 35.08
	Shower Towels (PER CASE)	\$ 41.75		\$ -
	Spray Adhesive (12 PER CASE)	\$ 18.00		\$ -
	Squeegees	\$ 22.50		\$ -
	Suits (poly)	\$ 1.15		\$ -
	Suits (tyvek)	\$ 3.60	6	\$ 21.60
	Tile Bar Blades	\$ 6.50		\$ -
	Vacuum Bags	\$ 5.20	5	\$ 26.00
	Wire Brushes	\$ 1.00	8	\$ 8.00
	Miscellaneous Fees (Disposal, Notifications, DOP, etc.)			Costs
	Mobilization / Demobilization	Enter Here -->	\$	450.00
	DOP Testing	Enter Here -->	\$	-
	Disposal Fees	Enter Here -->	\$	600.00
B)	Bay Area Management Notification	Enter Here -->	\$	500.00
	Materials, Disposal, DOP, and Notification Total			\$ 2,576.79
	Total Materials and Disposal Overhead @	15%	\$	386.52
	SUB - TOTAL:			\$ 2,963.31
C)				
	Taxes:	9.625%	\$	94.98
	TOTAL OF ITEM C PLUS TAX:			\$1,026.79
D)				
	Labor and Supervision Cost:	(REFER TO PAGE 1 FOR DETAIL)	\$	1,294.52
E)	TOTAL OF ITEMS D PLUS E			\$ 4,502.30
	General Liability Insurance @	2.18%	\$	\$6.15
F)	Final PCO Cost			\$ 4,600.45

Should you have any question regarding this PCO breakdown, please contact Reliance Construction at (650) 299-9500

Sincerely,

Jeremiah Huelsenkamp

Labor 1,294.52
 Mat 1,121.77
 Misc 1,550.
 15% OH+P 594.94

 4,561.23

RELIANCE CONSTRUCTION

PCO Coversheet Form

Page 1 of 3

FOOTHILL COLLEGE
Bldgs 1900, 5500, 6400 Renovation Project
GC: ZOLMAN CONSTRUCTION

POTENTIAL CHANGE ORDER**PCO #: 3**

TO: John Klug, ZOLMAN CONST. (G.C.)

DATE ISSUED: 3-11-10

FROM: Jeremiah Huelsenkamp, RELIANCE CONST. (Sub)

BID PACK #: N/A

Reference: Foothill College Bl. 1900, 5500, & 6400 Admin. & Cr Modernization Project

DESCRIPTION OF WORK: Additional Removal (as noted below)

Remove / Dispose approximately 30 LF of Asbestos Pipe Insulation at existing Vault 1927B, Bldg. #1900.

Change Order Cost = \$1,610.00 - Please see attached breakdown of pricing for this PCO.

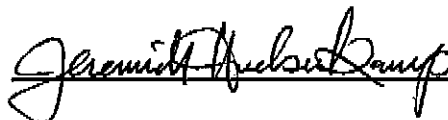
CHANGE IN CONTRACT SUM: ☐ NONE ☐ DEDUCT: \$ ☒ ADD: \$1,610.00CHANGE IN CONTRACT TIME ☐ NONE ☐ DEDUCT ____ DAYS ☒ ADD 1 DAYS

The signatures of the Owner, CM and Contractor below indicate acceptance by both parties of the costs and time adjustments above as a part of this change to the work. In conformance with the requirements of the Contract Documents, the Contractor agrees that above cost and time adjustments are full satisfaction for the extra work described in this Potential Change Order and there are no additional impacts arising out of, or connected with the performance of this additional work. The Contractor may recover no impacts of any nature. This Proposed adjustment in Contract Sum and Contract Time constitutes a full compensation to the Contractor for the above changes to the original Contract Documents. ***There are no additional unconsidered impacts.***

The following parties without exception hereby agree to this Potential Change Order:

Sub-Contractor
(Reliance Construction)

By:



Date

3/10/10

General Contractor
(Zolman Construction)

By:

Date

Construction Manager
(Glibane)

By:

Date

RELIANCE CONSTRUCTION

Reliance Construction
1755 E. Bayshore Rd. #26 A
Redwood City, CA 94063
License # 938131

P.C.O. #3 BREAKDOWN

John Klug
 Zolman Construction

3/10/2010

Re: FOOTHILL COLLEGE MODERNIZATION Project
 Building 1900, PCO #3 Breakdown
 Fax: (408) 890-4630

SCOPE OF CHANGE ORDER WORK:

Abatement, removal, and disposal of approx. 30 LF of friable asbestos piping insulation at Vault Rm 1927B, inside Building 1900.

Labor rate regular time \$ 24.25
 Supervision rate regular time \$ 34.27

Labor rate over time
 Supervision rate over time

Labor Hours at labor rate (2 men, 1 day, 5 hrs.) = 5
 Supervision Hours at supervision rate (1 day, 5 hrs.) = 5
 Labor Hours at OT labor rate =
 Supervision Hours at OT supervision rate =

Labor and Supervision Cost	
\$	121.25
\$	171.35
\$	-
\$	-
Labor and Supervision	
\$	282.60
Labor and Supervision (with overhead and profit)	
\$	336.49
Labor and Supervision Burdened for SUI, Work. Comp., FICA, etc.	
\$	572.03

A)

Material Description	Material Cost	Quantity	Material Cost
Air Sampling	\$ 25.00	2	\$ 50.00
Asbestos Tape	\$ 6.50		\$ -
Bags (PER ROLL)	\$ 64.00	0.5	\$ 32.00
Blades (PER 10)	\$ 6.10	2	\$ 12.20
Buffer Pads	\$ 12.00		\$ -
Caution Tape	\$ 8.00		\$ -
Charcoal Filters	\$ 15.00		\$ -
Doodlebug Scrub Pads	\$ 2.00	8	\$ 16.00
Drums for Mastic Disposal	\$ 45.00		\$ -
Duct Tape (PER CASE)	\$ 81.00	0.25	\$ 20.25
Encapsulant, Bridging (PER PALE)	\$ 112.00	0.25	\$ 28.00
Encapsulant, Penetrating (PER PALE)	\$ 52.50		\$ -
Glovebags (25 PER ROLL)	\$ 162.50	0.5	\$ 81.25
Gloves (PER PAIR)	\$ 0.62	3	\$ 1.86
Industrial Rags (PER BUNDLE)	\$ 24.00	0.5	\$ 12.00
Lead Caution Tape (PER ROLL)	\$ 6.50		\$ -
Mastic Remover (PER PALE)	\$ 74.00		\$ -
Negative Air Pre Filter	\$ 0.53		\$ -
Negative Air Secondary Filter	\$ 5.75		\$ -
Peel Away (PER PALE)	\$ 212.00		\$ -
Plastic (PER ROLL, 6 mil.)	\$ 75.00	0.5	\$ 37.50

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Redwood City, CA 94063
License # 938131

Pop-up Decon	\$	125.00		\$	-
Respirator Cartridges, Half Face	\$	6.00	4	\$	24.00
Respirator Wipes (PER BOX)	\$	5.50	0	\$	-
Scrapers	\$	8.77	4	\$	35.08
Shower Towels (PER CASE)	\$	41.75		\$	-
Spray Adhesive (12 PER CASE)	\$	18.00		\$	-
Squeegees	\$	22.50		\$	-
Suits (poly)	\$	1.15	4	\$	4.60
Suits (tyvek)	\$	3.60	5	\$	18.00
Tile Bar Blades	\$	6.50		\$	-
Vacuum Bags	\$	5.20	5	\$	26.00
Wire Brushes	\$	1.00	8	\$	8.00
Materials Total				\$	406.74

Miscellaneous Fees (Disposal, Notifications, DOP, etc.)		Costs	
Mobilization / Demobilization	Enter Here →	\$	-
DOP Testing	Enter Here →	\$	-
Disposal Fees	Enter Here →	\$	400.00
B) Bay Area Management Notification	Enter Here →	\$	-

Materials, Disposal, DOP, and Notification Total		\$	806.74
Total Materials and Disposal Overhead @	15%	\$	121.01
	SUB - TOTAL:	\$	927.75

Taxes:	8.25%	\$	76.54
TOTAL OF ITEM C PLUS TAX:		\$	1,004.29

Labor and Supervision Cost:	(REFER TO PAGE 1 FOR DETAIL)	\$	572.03
TOTAL OF ITEMS D PLUS E:		\$	1,576.32

General Liability Insurance @	2.10%	\$	34.36
Final PCO Cost		\$	1,610.69

Should you have any question regarding this PCO breakdown, please contact Reliance Construction at (650) 288-9500

Sincerely,

Jeremiah Huelsenkamp

Labor: \$572.03
 Mat: \$406.74
 Misc: \$400
 15%: \$206.82
 Total: \$1,585.59

CHANGE ORDER COST BREAKDOWN

☒ Change Order Proposal # 4
GBPCO #

Contract No: 1239-112
Orig. Date: 3/9/2010
Sheet: 1 of 1

Related documents: See attached sketch showing manhole location. See attached picture for details. See attached Cost proposal from B&P.

Owner's Response: Accept: _____ Reject: _____ Other: _____ Estimated By: John Klug

Signature: _____ Title: _____ Date: 3/9/2009

BELICITTI & PELLICCIOTTI CONSTRUCTION CO., INC.

SERVING THE BAY AREA SINCE 1949
GENERAL ENGINEERING CONTRACTORS
CALIFORNIA LICENSE 214093A

P.O. BOX 606 • SANTA CLARA, CALIFORNIA 95052-0606 • PHONE (408) 988-3155 • FAX (408) 988-8665

March 8, 2010

Zolman Construction and Development, Inc.
565-B Bragato Road
San Carlos, California 94070

RE: Foothill College Modernization
Los Altos, California

ATTN: John Klug

Ladies and Gentlemen:

In accordance with Zolman Construction's request for additional work on the above-captioned project we have prepared the following:

Raise Buried Manhole to New Finish Grade:

Operator Foreman	2 Hr @ 86.20/Hr	172.40
Laborer	4 Hr @ 57.33/Hr	229.32
Tool Truck	2 Hr @ 25.78/Hr	51.56
Manhole Extension	Lump Sum	340.90
Subtotal:		\$ 794.18

Re-Route Fire Line at Building:

Operator Foreman	8 Hr @ 86.20/Hr	689.60
Laborer	16 Hr @ 57.33/Hr	917.28
Tool Truck	8 Hr @ 25.78/Hr	206.24
Pipe Material	Lump Sum	466.04
Subtotal:		\$ 2279.16

Total Value of Additional Work: \$ 3073.34

Please advise us as to your decision to proceed.

Regards,


Lee M. Pellicciotti,
Project Manager

Foothill.005

