

## **Board of Trustees Agenda Item**

**Board Meeting Date:** May 3, 2010

**Title of Item:**

Measure C Consent

**Background and Analysis:**

*Aggregate amount of these items is: \$450,893*

***De Anza College –***

- A) Salas O'Brien Engineers – Revision #3 to Agreement – S2-S6 Phase II – Utility Master Plan – Phase I - \$17,060
- B) Forell/Elsesser Engineers, Inc. – Revision #1 to Agreement – Learning Center - \$27,000
- C) Allana Buick & Bers, Inc. – Revision #1 to PAA #D06 – Tile Roof Repairs - \$101,670
- D) S. J. Amoroso, Inc. – Change Order #8 – S2-S6 Phase II – Utility Master Plan – Phase I - \$34,799
- E) S. J. Amoroso, Inc. – Change Order #9 – S2-S6 Phase II – Utility Master Plan – Phase I - \$63,576
- F) Cleary Consultants Inc. – Agreement for Services – Baldwin Winery and East Cottage Renovation - \$12,150
- G) Ross/Luthin Creative – Change Order #1 to Agreement – Signage and Wayfinding – (\$3,100)
- H) John Plane Construction, Inc. – Change Order #3 – Baldwin Winery and East Cottage - \$5,375
- I) Cleary Consultants, Inc. – Agreement for Services – Seminar Building and Multicultural - \$13,050
- J) Environmental Construction Services, Inc. – PAA #D09 - S2-S6 Phase II – Utility Master Plan – Phase I - \$4,990
- K) Environmental Construction Services, Inc. – PAA #D10 – S2-S6 Phase II – Utility Master Plan – Phase I - \$5,850

***Foothill College –***

- L) Chevron Energy Solutions – First Amendment to Contract – Install Photovoltaic Arrays - \$0
- M) Verde Design – Revision #1 to Professional Services – Soccer and Softball Complex - \$36,162
- N) Tricon construction, Inc. – Change Order #5 – Pool Plaster and Chemical Systems - \$14,516
- O) tBP Architects – Revision #3 to Professional Services – Reconstruction of Stadium Bleachers & Press Box and Physical Education Lab Space - \$45,769
- P) Zolman Construction and development Inc. – Modernization of Administration Building and General Classrooms - \$55,426
- Q) HMC Architects – Revision #2 to PAA #F-HMC-#2B – Language Arts General Classrooms - \$16,600

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

Revision 03 to Standard Form of Agreement, dated September 9, 2008, between  
Foothill-De Anza Community College District and Salas O'Brien Engineers for  
Measure C Project 241.

A

REVISION DATE: May 3, 2010

SCOPE OF WORK:

Provide additional services as follows (Salas O'Brien proposal attached for reference only):

1. Additional requirements for the campus closure/shutdowns (perimeter lighting, campus closure/barricades, etc.), requiring Salas O'Brien attendance and input at the campus shutdown meetings.
2. Coordination with the ADA Pathway Project.
3. Additional scope for MLC/S2-S6/Autotech leak detection consolidation. Leak detection system is a proprietary design of the pipe vendor. Specifications and drawings for 3 projects were revised due to submittals, procured inventory and changes in points of connection as shown on various contract documents.
4. Provide design and structural considerations for S2 roof retrofit.
5. Provide design and structural considerations for S6 roof retrofit.

DELIVERABLES:

1. Campus Closure Plan review meetings (6 hours/2 staff) CA Services Cost: \$840
2. Campus Shutdown meetings (12 hours/2 staff) CA Services Cost: \$1,680
3. ADA Access Plan at Building S6 – Coordination with Sandis (1 hour/1 staff)  
Cost: \$140
4. Support Leak detection consolidation effort with Thermacor (including  
combining leak detection for MLC, Autotech, and the S2-S6 Project PR#13),  
(18 hours/2 staff) Cost: \$2,520
5. Design for S2 Roof retrofit of unforeseen roof structure (48 hours/1 staff)  
Cost: \$8,640
6. Design for S6 Roof retrofit of unforeseen damaged roof structure (18 hours/1 staff)  
Cost: \$3,240  
Total: \$ 17,060

COMPENSATION:

Original contract value:	\$ 646,786
Net change in contract value from previous revisions:	\$ 141,567
Contract value prior to this revision:	\$ 788,353
Net change in contract value due to this revision:	<u>\$ 17,060</u>
New contract value including this revision:	\$ 805,413

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

Revision 03 to Standard Form of Agreement, dated September 9, 2008, between  
Foothill-De Anza Community College District and Salas O'Brien Engineers for  
Measure C Project 241.

OWNER

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Signature

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

CONSULTANT

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Signature

Carl Salas  
Salas O'Brien Engineers

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

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

This Agreement entered this 2nd day of February, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Forell / Elsesser Engineers, Inc. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 10,940.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from Feb. 2, 2010 through June 30, 2010 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

**Foothill-DeAnza Community College District**

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

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

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

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

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

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

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

8. **Non-Discrimination.**

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

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

**Foothill-DeAnza Community College District**

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

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

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

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

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

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

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

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

**Foothill-DeAnza Community College District**

\_\_\_\_\_  
Authorized Design Professional Signature  
  
Paul Rodler  
\_\_\_\_\_  
Print Name  
  
Forell / Elsesser Engineers, Inc.  
\_\_\_\_\_  
Design Professional's Company Name  
  
94 160 5095  
\_\_\_\_\_  
Design Professional's Tax I.D. Number

\_\_\_\_\_  
Date

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_  
Authorized signature and Date  
  
Executive Director, Facilities and Construction Management  
\_\_\_\_\_  
Title  
  
1234 El Monte Road  
\_\_\_\_\_  
Address  
  
Los Altos Hills, CA  
\_\_\_\_\_

February 1, 2010  
\_\_\_\_\_  
Date Approved By Board of Trustees

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

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.  
BRIEF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

**Foothill-DeAnza Community College District**

**EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and Forell / Elsesser Engineers, Inc.  
\_\_\_\_\_, hereinafter called "Design Professional".

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

Consultant will complete a Tier 1 Evaluation of the DeAnza Learning Center and Learning Center West per the requirements set forth in ASCE-31. This includes but is not limited to"

- \* Initial Meeting & Site walk
- \* The Review of all available drawings and documentation from the original construction of both buildings and conduct all necessary site inspections
- \* The preparation of check-lists, calculations, and reports (draft report for owner review, and final report)
- \* Review meetings with the District
- \* Participation in one Board Presentation, if required

- 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)

Lump sum fees:	\$10,440
Reimbursable expenses Not to Exceed	\$500
Total Fee Not to Exceed	\$10,940

In any event, the total payment for services of Design Professional shall not exceed \$10,940.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2 010.

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services



**Foothill-DeAnza Community College District**

**Exhibit "I" Insurance Requirements**

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

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

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

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

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

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1  
To Agreement/Purchase Order No. R0000766 S

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

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 3rd day of May, 20 10, by and between the District, a community college district of the State of California, hereinafter called "District" and Forell / Elsesser Engineers, Inc. hereinafter called "Design Professional."

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

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

\*The results of the completed Tier 1 Evaluation have indicated that a Tier 2 Evaluation should be performed. The consultant will complete a Tier 2 Evaluation of the DeAnza Learning Center and Learning Center West per the requirements set forth in ASCE-31.

\*Revised contract services are to be complete in 4 weeks of approval of this revision, or by June 10, 2010.

\*Revised completion date for contract services of September 30, 2010 reflects the date for completion of administrative project closeout.

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

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PROJECT # Measure C Proj. 216 Learning Cent DESIGN FIRM Forell Elsesser Engineers, Inc.  
BRIEF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services

**Foothill-DeAnza Community College District**

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. R0000766 S**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and Forell / Elsesser Engineers, Inc., hereinafter called "Design Professional."

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

This revision includes but is not limited to the following services:

1. Field visit to each building. District staff will assist with access to the buildings.
2. Construct 3-dimensional computer model of each structure for analysis.
3. Evaluate capacities of structural members for seismic demands.
4. Identify areas of apparent deficiencies worthy of future evaluation
5. Perform further evaluation of the deficiencies.
6. Prepare a draft report for the District's review.
7. Attend a meeting to discuss the contents of the report.
8. Assist the District's CM/cost estimator with understanding of the possible scope of retrofit work if necessary
9. Incorporate review comments and submit final report.
10. The deliverable at the end of this process will be a soft-bound written report and electronic pdf files describing the evaluation methodology, supporting photographs and calculations for each building and . The supporting graphics will be hand marked floor plans, or building sections/elevations.

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

Lump sum fees:	\$26,500
Reimbursable expenses Not to Exceed	\$500
Total Fee Not to Exceed	\$27,000

<b>ORIGINAL AGREEMENT AMOUNTS</b>	<b><u>10,940</u></b>
<b>PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$</b>	<b><u>N/A</u></b>
<b>PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$</b>	<b><u>27,000</u></b>
<b>NEW TOTAL AGREEMENT AMOUNTS</b>	<b><u>37,940</u></b>

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PROJECT # Measure C Proj. 216 Learning Center DESIGN FIRM Forell Elsesser Engineers, Inc.  
BRIEF DESCRIPTION OF TYPE OF SERVICE ACSE Structural Evaluation Services



**FORELL/ELSESSER ENGINEERS, INC.**  
Structural Engineers

April 12, 2010

Mr. Scott Jewell  
Gilbane-Maas  
DeAnza College  
Administration Building Lobby  
21250 Steven's Creek Blvd.  
Cupertino, CA 95014

Re: DeAnza College  
Proposal for DeAnza College Learning Center  
Tier 2 Structural Evaluations

Dear Scott:

Thank you for inviting Forell/Elsesser Engineers (F/E) to submit a proposal for the DeAnza College Learning Center, Tier 2 Structural Evaluations.

The Learning Center Buildings have been found to have structural deficiencies based on an ASCE Tier 1 Evaluation. While Tier 1 analysis is an appropriate starting point, it tends to be course and somewhat conservative. It is recommended that the buildings be evaluated using the ASCE 31 Tier 2 methodology to gain a more accurate understanding of the expected structural behavior and potential deficiencies.

The ASCE 31 is a seismic evaluation tool only. The necessary upgrade design is a separate process, outside of our proposed scope at this time. However, in this evaluation process, we will include a narrative description of possible corrective measures for the significant structural deficiencies identified. This information can be used by the District to develop a preliminary budgetary cost estimate. At this stage, the corrective measure for the non-structural components would have to be estimated on a cost per square foot basis.

### **Scope of Work**

We propose the following scope of work:

1. Field visit to each building. We assume that a District staff member will assist us with access to the buildings.
2. Construct 3-dimensional computer model of each structure for analysis.
3. Evaluate capacities of structural members for seismic demands.
4. Identify areas of apparent deficiencies worthy of future evaluation
5. Perform further evaluation of the deficiencies.
6. Prepare a draft report for the District's review.
7. Attend a meeting to discuss the contents of the report.

April 12, 2010  
Mr. Scott Jewell  
Gilbane-Maas  
DeAnza College  
Re: Proposal for DeAnza College Learning Center  
Tier 2 Structural Evaluations

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8. Assist the District's CM/cost estimator with understanding of the possible scope of retrofit work
9. Incorporate review comments and submit final report.

### **Deliverables**

The deliverable at the end of this process will be a soft-bound written report and electronic pdf files describing the evaluation methodology, supporting photographs and calculations for each building and . The supporting graphics will be hand marked floor plans, or building sections/elevations.

### **Staffing and Schedule**

We propose Paul Rodler as the project principal, Russell Berkowitz (SE, Senior Associate) as the project manager and the lead engineer, assisted by Dan Golde as Project Engineer. As part of our effort we intend to use independent Senior Forell Elsesser staff for Senior Review and Quality Checking functions. We propose a 4 week period to perform this work. If the District desires a more expedited schedule, we will do our best to accommodate the schedule.

### **Assumptions**

1. The deliverable will be one loose leaf and one spiral bind copy of the report, as well as an electronic (PDF) copy. We assume that the District will reproduce additional copies if needed.
2. We assume there is no peer review in this phase. If the district wishes to employ a peer review process, we can submit an additional service proposal for our involvement in the peer review process.
3. We assume that the District will perform cost estimating based on the information we provide.

### **Proposed Fee**

We propose a lump sum fee of **\$26,500** for seismic evaluation of the two buildings. We also propose an allowance for direct costs of **\$500** for local travel, photo reproduction, report printing, and overnight shipping.

A detailed breakdown is provided in the attached spreadsheet showing a listing of the buildings, and the associated fee. Our fee is based on 2010 billing rates. Depending on the timing for authorization of this work, the rates may have to be adjusted to reflect the billing rates at that time.

April 12, 2010  
Mr. Scott Jewell  
Gilbane-Maas  
DeAnza College  
Re: Proposal for DeAnza College Learning Center  
Tier 2 Structural Evaluations

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We hope this proposal meets your approval. Please feel free to contact me if you have any questions or require additional information. Upon your approval, please send us a written notice to proceed.

We look forward to working with you and hope to be of assistance in this evaluation.

Sincerely,

FORELL/ELSESSER ENGINEERS, INC.



Russell Berkowitz, SE  
Senior Associate

Attachments:  
2010 Rate Sheet  
Fee Breakdown

April 12, 2010  
Mr. Scott Jewell  
Gilbane-Maas  
DeAnza College  
Re: Proposal for DeAnza College Learning Center  
Tier 2 Structural Evaluations

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## ***Forell/Elsesser Engineers***

### **Hourly Billing Rates and Project Expenses Effective January 1, 2010\***

#### **Labor:**

<b><u>STAFF TYPE</u></b>	<b><u>RATE PER HOUR</u></b>
Senior Principal:	\$ 200
Principal:	\$ 180
Senior Engineer:	\$ 160 - \$ 170
Engineer:	\$ 130 - \$ 145
Designer:	\$ 120
CADD/REVIT Manager:	\$ 115
CADD/REVIT Operator:	\$ 105
Project Administration:	\$ 75

#### **Project Expenses:**

Mileage	Authorized IRS Rate
Reproduction	Actual cost plus 10 %
Postage	Actual cost plus 10 %
Delivery	Actual cost plus 10 %
Other Project Expenses	Actual cost plus 10 %



## Workplan for De Anza College Tier 2 Evaluations

Engineer Rate = 135  
 Project Manager Rate = 170  
 Principal Rate = 200

### 1995 Steel Moment Frame Addition

Task	Engineer Hours	Project Manager Hours	Principal Hours	Fee (\$)
Weight Takeoff	3	0.5	0	490
Determine Base Shear Coefficients	1	0.5	0	220
Build ETABS Model	8	0.5	0	1165
Check Vert. Distribution & Mass Distribution w/ hand Calculations	2	0	0	270
Verify Base Shears	1	0	0	135
Create Excel Spreadsheets to Process Member Demands	5	1	0	845
Check for Weak Story	3	0.5	0	490
Check for Soft Story	3	0.5	0	490
Check for Torsional Irregularities	2	0	0	270
Check Drifts and Adjacent Structures	2	0	0	270
Check Moment Frame Beams	5	0	0	675
Check Moment Frame Columns	5	0	0	675
Check for Strong Column / Weak Beam	2	0	0	270
Check Moment Connections	3	0.5	0	490
Check Panel Zones	3	0.5	0	490
Check Shear Walls	2	0	0	270
Check Diaphragms	4	0	0	540
Check Foundations	4	0	0	540
Create Conceptual Upgrade Scheme	4	1	1	910
Create Report	7	1	1	1315
Senior Review & QC Effort	2	0	1.5	570
Site Visit	2.5	0	0	337.5
Client Meeting	0	2.5	0	425

**12153**



**Original 1960s Library**

Task	Engineer Hours	Project Manager Hours	Principal Hours	Fee (\$)
Weight Takeoff	3	0.5	0	490
Determine Base Shear Coefficients	1	0.5	0	220
Build ETABS Model	12	0.5	0	1705
Check Vert. Distribution & Mass Distribution w/ hand Calculations	2	0	0	270
Verify Base Shears	1	0	0	135
Create Excel Spreadsheets to Process Member Demands	5	1	0	845
Check for Weak Story	4	0.5	0	625
Check for Soft Story	4	0.5	0	625
Check for Torsional Irregularities	2	0	0	270
Check Drifts and Adjacent Structures	2	0	0	270
Check Shear in Concrete Wall Piers	6	0.5	0	895
Check Flexure in Concrete Wall Piers	6	0.5	0	895
Check Columns for Deflection Compatibility	4	0.5	0	625
Check Beams for Deflection Compatibility	3	0.5	0	490
Check Diaphragms	5.75	0.5	0	861.25
Check Foundations	6	0.5	0	895
Check Out of Plane Wall Anchorage	4	0.5	0	625
Create Conceptual Upgrade Scheme	4	1	1	910
Create Report	7	1	1	1315
Senior Review & QC Effort	2	0	1.75	620
Site Visit	2.5	0	0	337.5
Client Meeting	0	2.5	0	425
	0	0	0	0

**14349**

**Total Fee For Both Buildings & Reports = 26501**

**Revision #1 to Project Authorization Amendment (PAA) # D06 dated January 6, 2010 to  
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE  
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

Revision #1 to PAA #D06 made as of the 4th Day of May in the year Two Thousand & Ten

**Assigned Project Description:**

Current Project Description:

*Measure C - Bond Project # 236C Repair Tile Roofs - Phase III - E2 & E3*

Revised Project Description:

*Measure C - Bond Project # 236C Repair Tile Roofs - Phase III - E2-E3 & Admin Building*

The Project shall be described as:

*Repair Tile Roofs - Phase III - E2-E3 & Admin Building*

**1. Revision to Basic Services and Scope of Work:**

Revision #1 to PAA # D06 for this project includes the following: Provide investigation and preparation of design documents, bid phase services, construction administration, and construction monitoring, for the Administration Building. Summary scope for this revision includes the replacement and repairs of the following: 1) Flat roof replacement; 2) Repair Tile Roofs; 3) Replace Parapet Stucco and Coping; 4) New curbing, plumbing, and duct work for the Air Handling Unit for the Lobby; and 5) Site Logistics Plan for the Admin Building.

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
  - Parapet stucco replacement and coping
  - Priming, painting or coating of outside parapet
  - Repair details for substrate, decking, and fascia repairs
  - Reduce tile by one course to accommodate re-sloping of Admin Building roof if required
  - Design transition flashings from tile roof to Admin Building lobby flat roof
    - Transition flashing to allow repair or replacement of flat roof or tile roof without impact to the adjacent roof system
- *Main Flat Roof Replacement:*
  - Include a singly ply membrane roof and flat/tapered insulation
  - Re-slope the roof to improve drainage
  - Correct ponding issues by designing plywood framed wood crickets and design additional drains. Develop cricket and framing plan layout
  - Additional roof drains with dedicated leader piping to attach to existing drain lines
  - Additional overflow drains with dedicated leader piping to attach to existing overflows or exit through existing vent holes in the concrete walls located below the soffits
    - The roof currently lacks overflow drains at each drain. Design to include drainage calculations and plumbing plan layout and typical sections
    - Mechanical design of plumbing will be schematic and the design shall require the successful contractor to provide shop drawings

- Remove and reinstall existing skylight units and raise curbs as necessary to achieve appropriate flashing heights on the main roof. Re-seal perimeter of existing skylight domes/glazing
  - Skylight frames shall be treated with coatings that shall mitigate further corrosion
- New coping system for parapet between flat and tile roofs
- Removal and reinstallation of roof hatch assemblies
- Structural sleeper supports and antennae curb supports
- Condensate and electrical line layout
- Removal and reinstallation of specific units not easily flashed in place
- Flashing around existing Air Handling Units (AHU) scheduled to remain in place
- Raise and design structural attachments for curbs lacking appropriate flashing heights
- Deck enclosure details at abandoned sleeper supports and curbs.
- Walkway pad layout plan
- Flashing and storm collars at pipe penetrations.
- Identification of penetrations to be raised, including electrical, gas, and misc. items during the course of the investigation
- Perform roof test cuts to understand existing roof cross-sections
- Inclusion of smell control provisions
- *Administration Lobby Flat Roof and Skylight Flat Roof:*
  - Include a singly ply membrane roof and flat/tapered insulation
  - Removal and reinstallation of existing AHU
    - Provide new curbing and piping within the curbing.
    - Provide new ducting from the AHU to the interior duct distribution system, and provide duct leg supports
    - Provide new flashing details for the AHU
  - Perform corrective roof sloping work between the large AHU and skylight roof
  - Gutters and related edge metal flashings for the skylight roof. Currently the water either ponds along the roof edge or flows over the roof edge and onto the stucco cladding
  - Install new skirt flashing for the large skylight
  - Coping for both the flat roof and skylight roof. Currently the parapet at the skylight roof consists of stucco cladding without any coping
  - Re-slope the lobby and skylight roof to improve drainage, via tapered insulation or correct ponding issues by designing plywood framed wood crickets, develop cricket and framing plan layout, if required
  - Additional drains and overflow drains to correct drainage, and dedicated leader piping
  - Remove and replace signage and associated lighting
  - Coat the existing stucco with new fiberglass mesh reinforced base coat and flexible finish coat
  - Scrape, sand, prime and paint wood sunscreen
  - Transition flashings between the roofs and tile roof which can be removed to accommodate future roofing replacement work
  - Re-flashing of duct penetrations through the stucco cladding
  - Replace all duct work on Lobby AHU. Prime and paint ductwork which may be visible to the eye from the Cafeteria
  - Smell control provision
- *Site Logistics Plan for Admin Building:*
  - 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 shall ensure access to all required entrances and protect the public from accidental falling objects from roofs or high construction zones
  - Site logistic plans shall 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 Allana Buick & Bers, Inc. (ABB) to develop a site logistics plan that will meet the project parameters
- **Design - General Requirements:**
  - All general requirement indentified in PAA D06 apply to E2, E3, and Admin Buildings with the following exceptions
    - Drawings for E2 and E3 shall not be repackaged and final bid documents shall include two sets of drawings, one set for E2 - E3 Buildings, and one set for the Admin Building
    - Technical Specifications shall be combined for E2, E3, and Admin Buildings
    - Design review process shall include two formal reviews; 50% Construction Document (CD) Review, and 100% CD Review
    - All drawings sets shall be resubmitted for both formal reviews
    - Meeting Minutes shall be required for the formal reviews
    - Provide Construction Estimates for E2, E3 and Admin Buildings at 50% and 100% CD Reviews
    - All correspondence subject lines shall begin with the Project Number, 236C. ABB's internal project number shall not be included in the subject of any correspondence
- **Bid Phase, Construction Administration, and Construction Monitoring Requirements:**
  - All requirements indentified in PAA D06 apply to E2, E3, and Admin Buildings

## 2. Revised Consultant Compensation:

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

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

*The Contract Price for the Consultant Services is revised to a lump sum of One Hundred Thirty-six thousand fifty dollars; **\$136,050***

*Revised Schedule of Values (includes reimbursable):*

Professional Design Services	Original Contract Value	Revision #1 Contract Value	Total Revised Contract Value
Design Services	\$ 9,955	\$ 46,125	\$ 56,080
Bid Phase Services	1,495	2,955	4,450
Construction Admin Services	8,470	22,680	31,150
Construction Monitoring Services	14,460	29,910	44,370
<b>Totals</b>	<b>\$ 34,380</b>	<b>\$ 101,670</b>	<b>\$ 136,050</b>

## 3. Revised Basic Services Completion Schedule:

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost, by mutual agreement for up to four additional six month periods.

50% CD Design:	05/04/10 - 06/30/10
100% CD Design:	07/01/10 - 08/31/10
Bid Phase Services:	09/01/10 - 12/06/10
Construction Administration:	03/15/11 - 09/14/11
Construction Monitoring Services:	04/25/11 - 09/14/11
Closeout Services:	09/14/11 - 12/30/11

**4. Revised Invoice Requirements per PAA D06:**

All invoice requirements remain unchanged with the exception of the Project Name, which is revised to the following: *Repair Tile Roofs - Phase III - E2-E3 & Admin Building*

**5. Insurance Requirements per the Master Agreement remain unchanged per PAA D06**

**DISTRICT**

Foothill – DeAnza Community College District  
A California Community College District

By: \_\_\_\_\_

Charles Allen; Executive Director of Facilities,  
Operations, and Construction Management

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

**Consultant**

Allana Buick & Bers, Inc.

By: \_\_\_\_\_

Eugene Buick; Principal and Chief Operating  
Officer (COO)

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



# Prime Contract Change Order

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

**241 Phase II - S-2 and S-6 Central Plant**  
De Anza College, 21250 Stevens Creek Blvd., Cupertino,  
CA 95014

**Project # 241**  
Tel: 408-864-5888 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 5/3/2010**  
**To Contractor:**  
S.J. Amoroso Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, CA 94065

**DSA Number** File No. 43-C2; Appl.01 110405  
**Project #** SOBE # 08238  
**Contract Date:** 7/10/2009  
**Contract Number: FHDA PO# MC100380**  
**Change Order Number: 008**

**The Contract is hereby revised by the following items:**

Change Order # 8

PCO	Description	Amount
028	PR # 5 - Delete Breakers in TX 6, 6A, 8, 8A - Architect Directive	\$(16,737)
056	RFI 111 Blow-off at Pipe Heading M4 - Field Condition	\$2,042
068	RFI 138 Revise Size of Feeders 350 to 4/0 from MH 2 to SS 1 - Architect Directive	\$2,978
070	Field Rep #8 Splices at TX 1 and TX 1A - Architect Directive	\$12,961
071	Field Rep #9 Jumper at MH 1B from (E) 4/0 to (N) 350 kcmil - Architect Directive	\$6,706
075	Field Rep #10 Revise Connection of Switch 6/7 - Architect Directive	\$(2,406)
078	FR 15 Revised Feeders TX7 to P5 - Architect Directive	\$2,812
080	RFI 144 Cut Access to Electrical Box S2 - Architect Directive	\$1,791
094	PR 14 Trench Coordination at MLC - Architect Directive	\$0
096	RFI 180.1 Sprinkler Pipe Relocation at S2 - Architect Directive	\$(1,222)
097	RFI 159 Furring and Blocking at Roof Cricketing - Architect Directive	\$2,626
100	RFI 154 Roof Penetrations at S2 and S6 - Architect Directive	\$3,006
101	RFI 155 Temperature Transmitter at PE 1 - Architect Directive	\$611
102	RFI 191 Raise Manhole at E7 - Architect Directive	\$1,920
107	RFI 169.1 Unitstrut Pipe Supports at Cooling Tower - Architect Directive	\$1,418
117	RFI 210 Locate PB-01 Due to Existing Utilities - Field Condition	\$7,069
118	RFI 207 Unforeseen (E) Conduits at LCW Heading E7 - Field Condition	\$6,042
121	Replace Cracked Lids at Manhole MH-5 & MH-7 - Field Condition	\$3,182

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$463,052
The Contract Value prior to this Prime Contract Change Order was.....	\$9,860,052
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$34,799
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$9,894,851</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/26/2010

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.

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

305 South 11th Street  
San Jose, CA 95112

**CONTRACTOR**

390 Bridge Parkway  
Redwood Shores, CA 94065

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

**1 - Prime Contract Change Order**

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

\_\_\_\_\_  
Address  
By Keith Rootsart  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_  
Address  
By Cleveland, Mike  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_  
Address  
By Charles Allen  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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



## Prime Contract Change Order

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

**241 Phase II - S-2 and S-6 Central Plant**

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

**Project # 241**

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

**Gilbane/MAAS**

**Date: 5/3/2010**

**To Contractor:**

S.J. Amoroso Construction Co., Inc.

390 Bridge Parkway

Redwood Shores, CA 94065

**DSA Number**

**Project #**

**Contract Date:**

**Contract Number: FHDA PO# MC100380**

**Change Order Number: 009**

File No. 43-C2; Appl.01 110405

SOBE # 08238

7/10/2009

**The Contract is hereby revised by the following items:**

Change Order #9

PCO	Description	Amount
092	RFI 171 Existing Pipe Support at S2 - Architect Directive	\$2,962
098	PR 17 Pressure Test (E) Hydronic Piping - Architect Directive	\$847
099	RFI 198 Patch Walls at S2 & S6 - Architect Directive	\$8,838
108	RFI 200 Credit Pullbox South of Library - Architect Directive	\$(1,400)
109	RFI 202 Repair Roof Framing at S2 - Field Condition	\$14,788
109A	RFI 202 Non Compensable Time Extension of 19 Calendar Days to Interim Project Milestone #4 - Field Condition	\$0
110	RFI 198/211 One Hour Rated Walls at S2 & S6 - Field Condition	\$1,866
115	RFI 187.1 Up-size Hydronic Piping at Chiller CH2 - Architect Directive	\$20,465
119	RFI 206 Replace Fittings and Couplings CH1 & CH2 - Field Condition	\$4,722
128	RFI 199 Provide Gate at S6 Fence - Architect Directive	\$2,280
132	Telecom Equipment Protection in S73C - Architect Directive	\$4,104
133	Partition Wall at Room S83B - Architect Directive	\$4,104

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$497,851
The Contract Value prior to this Prime Contract Change Order was.....	\$9,894,851
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$63,576
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$9,958,427</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/26/2010

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.

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

305 South 11th Street  
San Jose, CA 95112

**Address**

By Keith Rootsart

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACTOR**

390 Bridge Parkway  
Redwood Shores, CA 94065

**Address**

By Cleveland, Mike

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

**Address**

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**1 - Prime Contract Change Order**

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

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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

Foothill-DeAnza Community College District

**AGREEMENT FOR SERVICES**

This Agreement entered this 25th day of February, 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 \$ 12,150.
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 March 1, 2010 through March 1, 2011 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 and 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)

Services: Provide soil engineering services at the Baldwin Winery and East Cottage building renovation projects. Observe and test during site demolition, foundation installation, sub-grade preparation, base-rock compaction and utility trench backfill. Provide DSA required documentation for timely close out for each project.

A. Services of this Agreement shall be completed by March 1, 2011. The date of contract completion can be extended, at no additional cost, by mutual agreement for up to two additional six month periods to allow for an extended submission period of required DSA documentation and for administrative closure of the Agreement.

- 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)

Invoice monthly for services provided by engineering staff or soil technician time spent on the site, for lab testing, and for report preparation and submission per the attached rate schedule.

Final report and signature for DSA closeout must be received prior to final invoice.

All invoices from Contractor must be submitted for payment 45 days before termination of the Agreement.

In any event, the total payment for services of contractor shall not exceed \$ 12,150.00 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 March 1, \_\_\_\_\_, 2011.

**Exhibit "I" 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.

**AGREEMENT FOR SERVICES**

This Agreement entered this 5 day of October, 2009, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Ross/Luthin Creative 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 \$ 55,300.
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 October 6, 2009 through October 6, 2011 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 and Ross/Luthin Creative  
\_\_\_\_\_, 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)

Professional Services will be as described in the attached Ross/Luthin Creative proposal dated September 22, 2009 which forms a part of this agreement. Additionally, the Contractor shall provide all necessary structural and electrical design to support Item IV's PE Electronic Message Center.

The final deliverable will be a compilation of Master Sign Program designed and/or implemented under Measure E Project 239 and Measure C Projects 215 and 218. This document is to include the design drawings, specifications, message schedules, site location plans, and finish boards for Pedestrian Signage, Vehicular Signage, Building Identity Signs for KCES and SCS, Wayfinding Signage for SCS, and the new Signage developed under this contract.

- 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)

The District will pay monthly progress payments for the following Items based on the Fee Schedule and satisfactory completion of the Deliverables outlined within Ross/Luthin Creative Proposal dated September 22, 2009:

ITEM I: Interior Identity & Wayfinding Master Plans	\$19,500
ITEM II: Update Existing & Implement New Signage	\$15,000
ITEM III: Exterior Program Identity Signage	\$ 8,700
ITEM IV: Electronic Message Center, Unique Identity & Interpretive	\$12,100

The District is not obligated to proceed with all items outlined and may omit any item from the contracted services without cost or penalty.

Satisfactory completion of contract shall be the submittal of the Master Sign Program.

In any event, the total payment for services of contractor shall not exceed \$ 55,300 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 October 6, 2011.

**Exhibit "I" 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.

**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 4 day of May, 20 10, by and between the District, a community college district of the State of California, hereinafter called "District" and Ross/Luthin Creative 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)

**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)

Additional services and modification of contract scope as outlined within Ross/Luthin Creative's Add Service & Change Proposal, dated April 9, 2010.

1. Remove ITEM II.D.3 Building Directory Signage for Campus Center. College to manage work under separate contract. Credit of \$1,160.
2. Remove ITEM IV. Electronic Message Center for PE Quad. College would like to develop sign design in parallel to Stadium Renovation Project. Credit of \$5,850.
3. Add ITEM V.A SEM/MCC Interior Sign Program (Message Schedule and Sign Locations). Added fee of \$2,760.
4. Add ITEM V.B East Cottage/Baldwin Winery Interior Sign Program (Message Schedule). Added fee of \$1,150.

Services of this Agreement shall be completed by October 6, 2011. The date of contract completion can be extended, at no additional cost, by mutual agreement for up to two additional six month periods to allow for an extended submission period of any necessary DSA documentation and for administrative closure of the Agreement.

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

Removed Scope, as noted above in #1 and 2: (\$7,010)

Added Scope, as noted above in #3 and 4: \$3,910

Total Amount for Change Order 1: (\$3,100)

There is not change to the contract schedule.

ORIGINAL AGREEMENT AMOUNTS \$55,300

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$0

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$-3,100

NEW TOTAL AGREEMENT AMOUNTS \$52,200

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. MC 100879**

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.

**Prime Contract Change Order**

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 4/16/2010

**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:**

3

**The Contract is hereby revised by the following items:**

Change Order # 3

**Baldwin Winery**

DSA# 01-110264

PCCO	Description	Amount
3	Offset Fire Sprinkler Main At New Shear Wall - Field Condition Wireless Access Control System Hardware Specification Revision - Owner request	\$ 4,883.00

**East Cottage**

DSA# 01-110101

PCCO	Description	Amount
2	Wireless Access Control System Hardware Specification Revision - Owner request	\$ 492.00

**Total Combined**  
**\$ 5,375.00**

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 30,646.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,300,646.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 5,375.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,306,021.00
The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Contract Change Order is	8/9/2010

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 GroupARCHITECTPier 9, The Embarcadero  
San Francisco, CA 94111John Plane ConstructionCONTRACTOR100 North Hill Dr., Ste. 12  
Brisbane, CA 94005Foothill-De Anza Community CollegeOWNER12345 El Monte Road  
Los Altos Hills, CA 94022BySIGNATUREDATEBySIGNATUREDATEBy Charles AllenSIGNATUREDATE**COLLEGE APPROVAL**By Letha JeanpierreSIGNATUREDATE

**AGREEMENT FOR SERVICES**

This Agreement entered this 12 day of March, 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 \$ 13,050.
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 April 5, 2011 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 and 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)

Services: Provide soil engineering services at the Seminar and MCC renovation projects. Observe and test during site demolition, foundation installation, sub-grade preparation, base-rock compaction and utility trench backfill. Provide DSA required documentation for timely close out for each project.

A. Services of this Agreement shall be completed by April 5, 2011. The date of contract completion can be extended, at no additional cost, by mutual agreement for up to two additional six month periods to allow for an extended submission period of required DSA documentation and for administrative closure of the Agreement.

- 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)

Invoice monthly for services provided by engineering staff or soil technician time spent on the site, for lab testing, and for report preparation and submission per the attached rate schedule.

Final report and signature for DSA closeout must be received prior to final invoice.

All invoices from Contractor must be submitted for payment 45 days before termination of the Agreement.

In any event, the total payment for services of contractor shall not exceed \$ 13,050 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 April 5th, 2011.

**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.

**Project Authorization Amendment D09  
Between Foothill-De Anza Community College District  
and Environmental Construction Services, Inc.**

AMENDMENT made as of the 3<sup>rd</sup> Day of May 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:

**Environmental Construction Services, Inc.  
P.O. Box 5277  
Bay Point, CA 94565**

*For the following Project: MEASURE C - BOND PROJECT # 241 S2-S6 Phase II - Utility Master Plan Phase I.*

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 Environmental Construction Services, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated September 8, 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:

*241 S2-S6 Phase II - Utility Master Plan Phase I*

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 D09:**

*The PAA for this project includes the following: Provide cleaning and testing at S2-S6 Utility Master Plan Phase II. The scope of work for professional services includes:*

*Sampling and Analysis Services:*

- Collect air and surface dust samples at existing electrical equipment in buildings S2 and S6 before and after cleaning of this equipment is complete as directed by the College.
- Provide a final report detailing the sample results

*Cleaning Services:*

- Provide cleaning of all existing electrical equipment in buildings S2 and S6 as directed by the College.

## 2. Consultant Compensation:

The Project Authorization Amendment D09 Contract Price for the Consultant Services shall be based upon the following:

### ***TIME AND MATERIALS BILLINGS WITH MAXIMUM CONTRACT PRICE***

*The Contract Price for the Consultant Services is an hourly NOT-TO-EXCEED price of four thousand nine hundred ninety dollars (\$4,990).*

*Schedule of Values (includes reimbursable):*

Sampling and Analysis Services:	\$ 1,840.00
Sub Contract Cleaning Services:	\$ 3,150.00
 TOTAL NOT-TO-EXCEED:	 \$ 4,990.00

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

Sampling and Analysis Services:	2/12/10 - 5/12/10
Cleaning Services:	2/12/10 - 5/12/10
Invoicing and Documentation:	5/3/10 - 9/31/10

Unit costs and anticipated quantities for sampling and analysis services:

- CA Certified Asbestos Consultant – Field Work and Report (12 hours @ \$75/hr.)
- Asbestos TEM AHERA AIR Sample Analysis 3 Hour Turnaround– (4 each @ \$125 each)
- Asbestos TEM AHERA AIR Sample Analysis 24 Hour Turnaround– (2 each @ \$50 each)
- Asbestos TEM Qualitative Wipe Sample Analysis 24 Hour Turnaround– (2 each @ \$85 each)

## 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: 241 S2-S6 Utility Master Plan Phase II
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- 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**

Environmental Construction Services, Inc.

By: \_\_\_\_\_  
Ryan Govan  
President

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

**Project Authorization Amendment D10  
Between Foothill-De Anza Community College District  
and Environmental Construction Services, Inc.**

AMENDMENT made as of the 3<sup>rd</sup> Day of May 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:

**Environmental Construction Services, Inc.  
P.O. Box 5277  
Bay Point, CA 94565**

*For the following Project: MEASURE C - BOND PROJECT # 241 S2-S6 Phase II - Utility Master Plan Phase I.*

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 Environmental Construction Services, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated September 8, 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:

*241 S2-S6 Phase II -Utility Master Plan Phase I*

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 D10:**

*The PAA for this project includes the following: Provide asbestos consulting services at S2-S6 Utility Master Plan Phase II. All equipment, personnel, and laboratory analysis fees to complete this scope of work are included. The scope of work for professional services includes:*

*Sampling and Analysis Services:*

- Project Meetings
- Final Visual and Air Clearance
- Final Clearance Statement
- Manage Hazardous Waste Manifest
- Update College Records

**2. Consultant Compensation:**



The Project Authorization Amendment D10 Contract Price for the Consultant Services shall be based upon the following:

**TIME AND MATERIALS BILLINGS WITH MAXIMUM CONTRACT PRICE**

*The Contract Price for the Consultant Services is an hourly NOT-TO-EXCEED price of five thousand eight hundred fifty dollars (\$5,850).*

*Schedule of Values (includes reimbursable):*

California Certified Asbestos Consultant 60 hours at \$75	\$ 4,500.00
Asbestos TEM Final Clearance Air Sample Analysis–3 Hr Rush 10 @ \$125	\$ 1,250.00
Asbestos TEM Final Clearance Air Sample Analysis–24 Hr Rush 2 @ \$50	\$ 100.00

TOTAL NOT-TO-EXCEED:	\$ 5,850.00
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**3. Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.**

Sampling and Analysis Services:	2/12/10 - 11/12/10
Invoicing and Documentation:	5/3/10 - 9/31/10

Unit costs and anticipated quantities for sampling and analysis services:

- CA Certified Asbestos Consultant – Field Work and Report (60 hours @ \$75/hr.)
- Asbestos TEM AHERA AIR Sample Analysis 3 Hour Turnaround– (10 each @ \$125 each)
- Asbestos TEM AHERA AIR Sample Analysis 24 Hour Turnaround– (2 each @ \$50 each)

**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: 241 S2-S6 Utility Master Plan Phase II
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- 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**

Environmental Construction Services, Inc.

By: \_\_\_\_\_  
Ryan Govan  
President

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

## FIRST AMENDMENT TO ENERGY SERVICES CONTRACT

THIS FIRST AMENDMENT TO ENERGY SERVICES CONTRACT (this "Amendment") is made and entered into as of this \_\_\_ day of \_\_\_\_, 2010, by and between Foothill-DeAnza Community College District, ("Customer"), and Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc. ("Chevron ES").

This Amendment amends the terms of the Energy Services Contract (the "Contract"), entered into between the parties as of March 31, 2010. All capitalized terms not expressly defined in this Amendment shall have the same meaning as used in the Contract.

1. The second sentence of Section 9.4 in Attachment A to the Contract is deleted in its entirety, and in its place is substituted the following:

"The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by Customer."

2. The definition of "Final Completion" in Article 1, Section 15 of Attachment B to the Contract is deleted in its entirety, and in its place is substituted the following:

**"Final Completion:** "Final Completion" shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, submittal of all required documentation to the Division of the State Architect ("DSA"), and delivery to the Customer of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). Administrative close-out of the Project by DSA is not a condition of Final Completion. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work."

3. The first paragraph of the section entitled "DSA Approvals and Permits" in Attachment D, Scope of Work – General, is deleted in its entirety, and in its place is substituted the following:

"Chevron ES, its designers, contractors and inspectors shall provide documentation required for all approvals by the Division of the State Architect (DSA) at Final Completion. Chevron ES will work closely with Customer to submit the necessary documentation as required by the DSA and assist as required throughout the DSA process."

4. The first paragraph of the section entitled "DSA Approvals and Permits" in Attachment D, Paving Scope of Work, is deleted in its entirety, and in its place is substituted the following:

"Project shall provide documentation required for all approvals by the Division of the State Architect (DSA) at Final Completion. Chevron ES will work closely with Customer

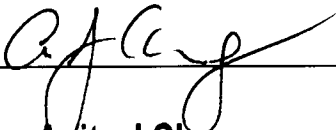
to submit the necessary documentation as required by the DSA and assist as required throughout the DSA process."

Upon execution of this Amendment, it shall become part of and subject to all the terms and conditions of the Contract, to which this Amendment shall be attached. Except to the extent modified or amended by the provisions of this Amendment, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives, as of the day first above written, intending hereby to be legally bound.

CHEVRON ENERGY SOLUTIONS COMPANY,  
A division of Chevron U.S.A. Inc.

FOOTHILL-DEANZA COMMUNITY COLLEGE  
DISTRICT

By:  *CM*

Name: **Anita J. Chang**  
**Chief Financial Officer**

Title:

By: 

*AM*  
Name:

Title:

## **Verde Design, Inc. – Revision #01**

Revision #01 to the Agreement (G877560) dated April 8, 2008 between Foothill-De Anza Community College District and Verde Design.

REVISION DATE: April 2, 2010

SCOPE OF SERVICES: (#142)

Includes additional fees associated with the rebidding of the Sports Complex. Bid assistance includes addressing new RFI's from bidders, issuing additional Addendums, and providing bid support throughout the bid process.

Includes additional fees for providing a second increment design submittal for DSA. Incremental #2 submission involving the Modular Building will include a site plan, architectural floor plans, exterior elevations, mechanical, electrical, foundation details, and structural plans (roof trusses).

### **MODIFICATIONS TO AGREEMENT**

The Agreement dated April 8, 2008 is modified by this Revision as listed below:

1. Change Article 11.1 – Fee Breakdown by Phase to the following:

<b>BASIC SERVICES</b>	<u>Authorized by Revision #01</u>
A. Total Basic Compensation Authorized	\$301,049
<b>REIMBURSABLE EXPENSES</b>	
B. Not included in Basic Services	\$ 2,000
<b>TOTAL FEES AUTHORIZED BY THIS AGREEMENT (A+B)</b>	<b>\$303,049 NTE</b>

### **COMPENSATION SUMMARY:**

Contract value prior to this revision:	\$ 303,049
Net change in contract value due to this revision:	<u>\$ 36,162</u>
New contract value including this revision:	<b>\$ 339,211</b>

If the lowest bona fide Bid Proposal for this assigned project exceeds the Project Construction Budget, and if the District elects to approve an increase in the Project Construction Budget, there shall be no adjustment to the Architect's Contract Price. All other contract terms to remain in place per the standard form of agreement referenced above.

Amendment agreed to by:

DISTRICT

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Signature

Date

**Charles Allen**

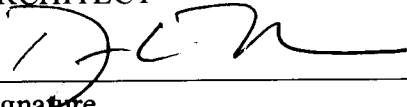
*Executive Director of Facilities, Operations, and Construction Management*  
Foothill-De Anza Community College District

ARCHITECT

---

Signature

Date



4.5.10

# Prime Contract Change Order

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

**Date:** 4/19/2010

**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:** 005

**The Contract is hereby revised by the following items:**

Change Order #5: PCO's 29 and 30 shall not extend the contract duration. PCO 28 includes 7 days time which extends substantial completion date from 3/24/2010 to 3/31/2010. This Change Order includes all compensation and time extensions for Foothill only.

PCO	Description	Amount
028	Additional Materials (Concrete and Galvanized Rebar) and work required for rust spots on the Swimming Pool Vessel Floor (FH) - Field Condition	\$7,500
029	Adjustment of the 3 swimming pool main drain pipes to meet the VGB Act requirement for distance from the top of the main drain pipe to the bottom of the grate to be 1.5 times the diameter of the pipe (FH) - Architect Directed Design Change	\$2,613
030	Customized Swimming Pool Stair Rails and Ladder Rungs to meet CBC (FH) - Architect Directed Design Change	\$4,403

The original Contract Value was.....	\$872,326
Sum of changes by prior Prime Contract Change Orders.....	\$55,426
The Contract Value prior to this Prime Contract Change Order was.....	\$927,752
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$14,516
The new Contract Value including this Prime Contract Change Order will be.....	\$942,268
The Contract duration will be changed by.....	7 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/31/2010

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.

**ARCHITECT**

1351 Distribution Way, Suite 1  
Vista, CA 92081

Address

By

SIGNATURE

DATE

Tricon Construction, Inc

**CONTRACTOR**

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

Address

By

SIGNATURE

DATE

**OWNER**

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:

## **TBP Architects – Revision #01**

O

Revision #01 to the Agreement of Services dated July 15, 2009 between Foothill-De Anza Community College District and TBP Architects.

REVISION DATE: May 3, 2010

### **SCOPE OF SERVICES**

#### **(PRESS BOX)**

1. Revision for design services compensating increase in areas square footage for the Press Box to accommodate program needs, additional programming, schematic and structural engineering services to revise original program and schematic scope, in lieu of relocating existing stadium light standard and transformer: \$37,424.00
2. Provide architectural coordination for the development of the telecommunications (AV) design and construction documents for demolition of existing low voltage cabling and new cabling for stadium clock, score board cables, field communications, public address system, etc, in existing underground conduits: \$3,095.00

#### **(PE LAB SPACE)**

1. Provide construction drawings and details for site drainage, outside of the five foot perimeter limits of work from the face of the building exterior wall in order to correct existing poor drainage conditions: \$ 5,250.00

### **MODIFICATIONS TO AGREEMENT**

The Agreement dated July 15, 2009 is modified by this Revision as listed below:

1. Change the scope of work- Exhibit A

<b>TBP</b>	<b><u>Revisions #01</u></b>
Item 1	\$37,424.00
Item 2	\$ 3,095.00
Item 3	\$ 5,250.00
<hr/>	
A. Total Services Authorized:	\$45,769.00



COMPENSATION SUMMARY:

Contract value prior to this revision:	\$ 231,221
Net change in contract value due to this revision:	<u>\$ 45,769</u>
New contract value including this revision:	<b>\$ 276,990</b>

If the lowest bona fide Bid Proposal for this assigned project exceeds the Project Construction Budget, and if the District elects to approve an increase in the Project Construction Budget, there shall be no adjustment to the Architect's Contract Price. All other contract terms to remain in place per the standard form of agreement referenced above.

Amendment agreed to by:

DISTRICT

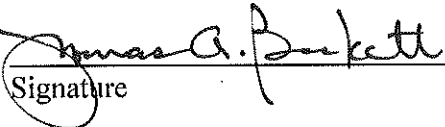
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Charles Allen**

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

ARCHITECT

  
Signature

3-19-10  
Date

# Prime Contract Change Order

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

**Date:** 5/3/2010

**To Contractor:**

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

**DSA Number**

01-110694

**Architect's Proje**

3449003

**Contract Date:**

**Contract Number:** MC101031

**Change Order Number:** 002

**The Contract is hereby revised by the following items:**

Change Order 2 - May1 2010 BOT

PCO	Description	Amount
003	Information Bulletin #1 - Increased Casework in 1900; Window C changed from Aluminum to Steel; Minor Electrical Revisions and Telecom Testing	\$14,424
004	Cut Curb for Landscape Project Test	\$457
013	Removal of existing curb demo and capping of existing plumbing to correct non ADA compliant field condition.	\$1,160
005	Information Bulletin #2 - Bldg. 1900 Tile flooring demolition of existing mortar bed and change tile setting from thinset to mortar set; Power Monitoring for Bldgs 1900, 5500 and 6400.	\$29,388
007	Pocket Door Removal and Reframing to resolve Field Condition and correct deficient framing noted by IOR in daily report.	\$580
012	Information Bulletin 3 - Change toe kick material of casework from rubber base to matching plastic laminate; Walker Duct revisions in building 6400; revised locations for fire alarm devices.	\$8,219
010	Electrical for Teachers' Station at 5500 per RFI 82	\$1,198

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$7,392
The Contract Value prior to this Prime Contract Change Order was.....	\$4,750,392
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$55,426
The new Contract Value including this Prime Contract Change Order will be.....	\$4,805,818
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

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

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330  
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road  
San Carlos, CA 94070

Address

By

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

## Revision #2 to PAA #F-HMC-#2B

Revision #2 to Project Authorization Amendment #F-HMC-#2B dated August 3, 2009 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 107 – Language Lab (Building 6300), 110 – LA General Classrooms (Building 6500), and 163 – LA Division Office / Classrooms (Room 6201)

AMENDMENT DATE: 4/6/10

### SCOPE OF WORK:

This added scope was to revise the AHU at Room 6201 and site piping to Building 6200 after project was submitted to DSA. It will be revised and coordinated during the design/engineering team's backcheck effort. The additional scope of work will include the following:

- Revise and coordinate drawings and specifications to redesign for an in-room through wall air handling unit in Room 6201.
- Revise the chilled water and hot water piping to enter bldg. 6200 below grade instead of up the exterior wall including trench details, point of entry details, and associated calculations.
- Revise framing drawings to reflect the relocation of the air handler units from the roof.
- Provide details for a new opening in the existing concrete shear wall for a new vent.
- Analyze the affected shear wall to ensure they can withstand code mandated seismic forces.
- Revise drawings to indicated revised power requirements and locations of mechanical equipment for DSA backcheck review and approval.
- Provide details for through wall louver.

### COMPENSATION:

PAA value including previous revisions:	\$ 187,350.00
Net change in contract value due to this Revision #2:	<u>\$ 16,600.00</u>
New contract value including this amendment and Reimbursables:	\$ 203,950.00

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

Amendment agreed to by:

### OWNER

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

### CONSULTANT

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