

Board of Trustees Agenda Item

Board Meeting Date: August 30, 2010

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$427,705

De Anza College –

- A) Allana Buick & Bers, Inc. – Project Authorization Amendment #D10 to Master Agreement – Window Replacement – Campus Wide - \$62,050
- B) Allana Buick & Bers, Inc. – Project Authorization Amendment #D06 to Master Agreement – Repair Tile Roofs – Phase III – E2-E3 and Admin Building - \$22,645
- C) Cleary Consultants – Agreement for Services – Install Photovoltaic Arrays – Campus Wide - \$7,600
- D) Noll & Tam Architects – Revision #4 to Project Authorization Amendment #1-C – Master Agreement – Seminar Building & Multicultural Center - \$4,930
- E) Petersen Dean Commercial, Inc. – State-Scheduled Maintenance Funding – Roof and Trellis Repair – PE 1-2-6 and S7-8 - \$0
- F) Salas O'Brien Engineers – Revision #5 to Agreement – S2-S6 Phase II – Utility Master Plan – Phase I - \$11,000
- G) S. J. Amoroso, Inc. – Change Order #16 – S2-S6 Phase II – Utility Master Plan – Phase I - \$78,863

Foothill College

- H) Allana, Buick & Bers, Inc. – Revision #1 to Master Agreement – Measure C Foothill-De Anza Community College District Projects - \$0
- I) Allana, Buick & Bers, Inc. – Project Authorization Amendment #F01 – Building 3500 Glulam and Gutter Repairs - \$28,020
- J) Cleary Consultants – Professional Services – Physical Education and Engineering Center - \$114,000
- K) Enovity, Inc. – Revision #3 to Project Authorization Amendment #F01 – Krause Center for Innovation – HVAC Upgrades - \$13,330
- L) Enovity, Inc. – Revision #4 to Project Authorization Amendment #F01 – Krause Center for Innovation – HVAC Upgrades - \$4,980
- M) HMC Architects – Revision #3 to Project Authorization Amendment #F-HMC-#2B – Renovation of Language Arts Classrooms/Labs/Offices - \$20,750
- N) tBP Architects – Revision #3 to Professional Services – Reconstruction of Stadium Bleachers & press Box/Physical Education Lab Space - \$6,200
- O) Verde Design – Revision #2 to Professional Services – Soccer and Softball Complex - \$3,500
- P) Zolman Construction and Development, Inc. – Change Order #6 – Modernization of Administration Building and General Classrooms - \$49,837

Central Services –

None

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

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

**Project Authorization Amendment D10
Between Foothill-De Anza Community College District
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the 31st Day of August in the year Two Thousand & Ten between the District:

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

and the Consultant:

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

For the following Project: MEASURE C - BOND PROJECT #227 WINDOW REPLACEMENT - CAMPUS WIDE.

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

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

WINDOW REPLACEMENT - CAMPUS WIDE

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 investigation and preparation of design documents, DSA approval phase, bid phase services, construction administration, and closeout phase, for window replacement on buildings L1, Administration, and S3.

Scope of Work for Professional Services includes:

Design Services:

Building L1:

- Replace storefront glass on the North and South elevations, which include building room numbers 11, 13, and 14, and door numbers 01, 05, and 06 respectively.
- All storefront glass is anticipated to be engineer aluminum frames floor to ceiling.

- Provide design for doors to accept existing Computer Managed (CM) lock sets on door numbers 11, 13, and 14. The awarded contractor shall be required to save, protect, and reinstall the existing CM locks on door numbers 01, 05, and 06.
- Replace Door # 04 in room 12 on the east elevation with "Special Lite" RFP door and District's Standard Hardware Specifications.

Administration (ADM) Building:

- Replace glazing of vision windows, daylight glass (transom/hopper windows), and lower panel or window assemblies in rooms 122, 126, 127, 128, 129, 147, 148, 149a, 150, 151, 152, and 153.
- Doors are excluded from scope of work.
- Five of the transom windows were previously replaced and are not in the current scope of work. College/District representative shall be afforded the opportunity to change the requirements on the five newer transom windows and the Consultant shall incorporate the design requirements in the construction documents.
- Replace existing glass in vision and daylight (transom) windows with insulated glass with properties that improve occupant comfort, energy efficiency, and maintain current aesthetics.
- Lower panel shall be replaced with an insulated panel to improve energy efficiency and thermal comfort for the occupants.

Building S3:

- Replace storefront glass and transom glass on the North, East, and West elevations, which include building room numbers 31, 31a, 31b, 31c, 31d, 31e and 31f; and door numbers 01, 02, 14, respectively.
- All storefront glass is anticipated to be engineer aluminum frames floor to ceiling.
- For architecture schemas that only contain transom (day light) windows, the consultant shall recommend the most cost effective solution that satisfies occupant comfort and energy efficiency, while preventing an aesthetic conflict between architectural elements.
- Door shall include District Standard Hardware in the construction documents. The District's representative shall provide the Hardware Standards and the Consultant shall verify hardware and color availability with the manufacturer and shall inform the District or it's representatives of obsolete parts including colors.
- Provide alternative concepts at the Preliminary Review to lead decision making in regards to walls that abut the openings (transom widows). Currently some walls that abut openings have windows and some have solid panels. Lead and guide the District to a design that meets the needs of the facility without compromising energy efficiency objectives.

Design Services applicable to Buildings L1, ADM, and S3:

- Consultant shall perform field investigations to review existing as-built conditions.
- Glazing attributes including but not limited to: type, thickness, air gap, seals, emittance, reflectance, transmittance, energy efficiency, shall be defined and approved by the District. The Consultant shall collaborate with the District and explain benefits and features of the various attributes of the glazing to achieve the project objectives.
- Provide structural analysis for window systems; frame and glazing. Structural analysis for the building structure is not in scope.
- Window frames and glazing shall be code compliant. Safety glass shall be used at any location required by codes.
- Provide detail designs for window assemblies that include but are not limited to the following: thresholds, pan flashings with end dams, and saddles at door/storefront assemblies.
- Provide block out details for spandrel glass where appropriate and if required.

- Provide solutions for glazing, spandrel glass or panels at locations where interior walls abut glass or panels. Define requirements with user groups in the preliminary design phase of the project.
- Provide jamb blocking where none exists at glazing connection to concrete interfaces.
- Provide designs for interfaces between window frames and headers, sills, and jamb flashings.
- Interior and exterior finishes: Consultant shall assess, inform, collaborate, and incorporate all interior and exterior finishes required to achieve an effective installation related to aesthetics, water proofing, and energy efficiency, and occupant comfort. Finishes that are likely to be impacted include, but not limited to: Interior/exterior trim and paint, drywall and wall finishes, flooring and ceilings.
- Replace existing chair rails on the building interior and include chair rail at new locations if requested by the client. Consultant shall provide alternative chair rail systems for District's approval before incorporating the system into the final construction documents.
- All storefront window/door assemblies shall be engineered systems with coatings that match the existing architectural aspects and attributes of the campus and buildings architecture. New aluminum frame sizes do not require the same dimensions as existing wood framed mullions. The consultant shall insure the subtle changes in architectural attributes are communicated and approved by the District.
- Manufacturers acceptable for storefront frame and glazing assemblies shall be approved by the District during the design phase and incorporated in the design documents.
- All window covering shall be replaced and included in the construction documents. The District may elect to save, protect and reinstall window covering in the Administration building, if practical.

Design - General Requirements:

- This is a design to scope project
- Design services per the Master Agreement, with the following exceptions
 - Three Design Phases that include:
 - Preliminary Design
 - 50% Construction Document (CD)
 - 100% CD
 - Division of the State Architect (DSA) Requirements: DSA is not mandatory for this project pursuant to the interview held by the Consultant with a DSA official. The District may elect to submit this project to the DSA; an allowance shall be established to provide compensation to the Consultant for service to obtain DSA approval and provide DSA construction administration and closeout services for this project. If the District elects to submit the project to the DSA the allowance shall be exercised in full.
 - Collaborate with Newcomb Anderson McCormick (NAM), District/PG&E consultant to provide application and ruling for incentive or rebate programs via the CCC-IOU program with PG&E.
- Design Review Meetings anticipated but not limited to the following:
 - Kick-off Meeting: validate scope, schedule, and provide a conceptual construction estimate.
 - Preliminary Design: provide elevations, renderings if applicable, interior finishes, glazing attributes/alternatives, manufacturer alternatives; window coverings; and all pertinent requirements for validation and decisions required by the District to produce construction documents. Consultant shall include architectural impacts to the building and finishes during the Preliminary Design Phase; window systems used at each location; recommended manufactures that shall be included in the specifications and strategies for a specification that ensures quality products and systems.
 - 50% CDs - Design Professionals first pass at 100% Construction Documents.
 - 100% CDs - Complete construction documents ready for DSA submittal or Bid Phase. All conflicts and ambiguity in documents removed or resolved.
- Respond to District's review comments, actions taken or not taken and reason for actions.
- Provide five (5) sets of drawings and specifications for each design review meeting and two (2) sets of drawings for Bid Phase.

- Collaborate with Program Manager to coordinate and remove redundancies between Front Ends and Technical Specifications.
- Provide construction estimates; Preliminary (conceptual), 50% CD, and 100% CD Design Phases.
- Consultant shall provide schedule information to establish the program schedule including time requirements for shop drawings; fabrication/procurement; and installation of window systems for all buildings.
- Technical Specifications per 2004 CSI Master Format.

Site Logistics Plan:

- Prepare a site logistics plan to ensure safety and protection of students, faculty, and the public at large.
- Collaborate and lead the team to provide solutions to security issues that include protection of property and equipment during the demolition and replacement of the existing windows and doors. The logistic plans may require temporary barricades/wall to protect the building furnishings and equipment.
- Site logistic plans will include staging locations and paths of travel for construction activities.
- Temporary measures shall be identified to included but not limited to fencing, barricades, overhead canopies and walkways, signage, and other means to protect the public during the construction period.
- Meetings with District personnel and Program Manager to develop a site logistics plan that will meet the project objectives.

Bid Phase Services:

- Bid phase services per the Master Agreement, which includes but not limited to:
 - Attend pre-bid meeting and bid walk with prospective bidders and answer questions that arise in regards to the scope of work and the construction documents.
 - Provide addendum period services and provide addenda to contract documents.
 - Provide clarifications and responses to Requests for Information.

Construction Administration Services:

- Construction Administration phase services per the Master Agreement, which includes but not limited to:
 - Construction Phase shall include a Product and General Conditions submittal period for shop drawings and approvals to procure long lead procurement items to expedite the site access phase of the project.
 - Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions generated by the contractor or owner.
 - Review construction submittals for compliance with the contract documents. In the event the contractor supplies inadequate submittals, consultant will continue to request revised submittals from the contractor until submittals adequately meet the intended design.
 - Reply to Requests for Information (RFI's) with appropriate technical answers.
 - Meet weekly with the Contractor and District representatives.
 - Review and approve Applications for Payment issued by the contractor and direct the contractor to resolve field conditions in an expeditious manner.
 - Provide a punch-list for correction of non-compliant construction items.
 - Assist with project closeout documents and requirements.
 - After completion of the project, consultant shall provide a list of preventive maintenance items for follow up by District maintenance personnel.

2. Consultant Compensation:

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

LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is a lump sum of sixty-two thousand fifty dollars; \$62,050.

Schedule of Values (includes reimbursable):

Design Services:	
Preliminary Design:	\$ 9,980
50% CDs:	\$ 17,540
100% CDs:	\$ 13,010
DSA Services (Allowance):	\$ 5,400
Bid Phase Services:	\$ 1,495
Construction Administration/Closeout Services:	\$ 14,250
Total:	\$ 62,050

The above allowance shall be used at the District's discretion; if the allowance is not exercised then the total contract value shall be reduced by the allowance value.

3. 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 two additional six month periods.

Design Services	
Kick-off meeting:	09/21/10
Preliminary Design:	09/21/10 - 10/19/10
50% CDs:	10/20/10 - 12/15/10
100% CDs:	12/16/10 - 01/26/11
DSA Services (Allowance):	01/27/11 - 06/27/11
Bid Phase Services:	06/28/11 - 09/27/11
Construction Administration:	03/08/12 - 09/10/12
Closeout Services:	09/11/10 - 12/26/12

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: 227 WINDOW REPLACEMENT - CAMPUS WIDE
- All items billed against Schedule of Values, with percent of completion
- Purchase Order Number

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

CONSULTANT

Allana Buick & Bers, Inc.

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

By: _____
Eugene Buick,
Principal and COO

Dated: _____

Dated: _____

**Revision #2 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 #2 to PAA #D06 made as of the 31st day of August in the year Two Thousand & Ten

Purchase Order No.: MC101201
Master Agreement: 10/09/08
PAA D06: 01/06/10
PAA D06 Rev. #1: 05/04/10
PAA D06 Rev. #2: 08/31/10

Assigned Project Description:

Current 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 #2 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 replacement of the flat roof on Building E2. Summary scope for this revision includes the replacement and repairs of the following: 1) flat roof replacement with single membrane roofing system; 2) wood crickets or tapered insulation ensure proper drainage; 3) flashing for equipment and roof penetrations; 4) roof hatch safety railings; and 5) new roof drains and overflow drains.

Scope of Work for Professional Services includes:

Design Services:

- *E2 Flat Roof Replacement:*
 - Provide a single ply membrane roof with insulation and dens deck.
 - Re-slope the roof at drains to improve drainage.
 - o Correct water ponding issues by designing plywood framed wood crickets or tapered insulation. Develop cricket and framing plan layout.
 - Review existing drainage piping inside attic space.
 - Additional roof drains and overflow drains with leader piping attached to existing drain lines
 - Replace existing leader pipe with larger size, if required by code
 - New parapet inside wall flashing between counter flashing and parapet coping.
 - Removal and replace roof hatch assembly with safety railings
 - Existing flashing is designed to enable re-roofing without the need to remove the AHUs. Consultant shall improve and replace the existing flashing between the exiting dual counter flashing system. Improve existing flashing so on existing Air Handling Units (AHU)
 - Condensate and electrical line layout with sleepers to support any conduit on roof
 - Removal and replacement of round ducting at roof level on south side of building
 - Removal and replacement of electrical junction box at south side of building
 - Identification of abandoned electrical conduit and wiring to be removed
 - Removal and reinstallation of specific equipment or 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

- 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, coordinate with ECS to perform cut and provide samples to ECS for Lead and Asbestos survey/
- Inclusion of smell control provisions
- Remove, protect (or protect in place), and reinstall signage and associated lighting
- Scrape, sand, prime and paint wood sunscreen on all buildings

- *Site Logistics Plan for Admin Building:*
 - Modify the site logistics plan, if required, to accommodate new scope of work.
 - Confirm debris box location with Gilbane-Mass.

- *Design - General Requirements:*
 - All general requirements identified in PAA D06, Revision 1 to PAA D06, and Revision 2 to PAA D06 applies to E2, E3, and Admin Buildings with the following exceptions.
 - o Consultant shall repackage drawings and specifications into one set of bid documents. This activity occurred at the 50% Construction Document Review and shall remain in effect for all work associated with PAA D06, Revision 1 to PAA D06, and Revision 2 to PAA D06

- *Bid Phase, Construction Administration, and Construction Monitoring Requirements:*
 - All requirements identified in PAA D06, Revision 1 to PAA D06, and Revision 2 to 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 Fifty-eight Thousand Six Hundred Ninety Five Dollars; **\$158,695***

Revised Schedule of Values (includes reimbursable):

Professional Services	Original Contract Value	Revision #1 Contract Value	Revision #2 Contract Value	Total Revised Contract Value
Design Services	\$ 9,955	\$ 46,125	\$ 10,600	\$ 66,680
Bid Phase Services	1,495	2,955	0	4,450
Construction Admin Services	8,470	22,680	6,420	37,570
Construction Monitoring Services	14,460	29,910	5,625	49,995
Totals	\$ 34,380	\$ 101,670	\$ 22,645	\$ 158,695

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 two additional six month periods.

Remaining Schedule

100% CD Design:	07/01/10 - 10/12/10
Bid Phase Services:	11/10/10 - 02/07/11

Construction Administration:	03/15/11 - 09/14/11
Construction Monitoring Services:	04/25/11 - 09/16/11
Closeout Services:	09/16/11 - 12/30/11

4. Revised Invoice Requirements per Revision 1 to PAA D06 remain unchanged:

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

Consultant

Allana Buick & Bers, Inc.

By: _____

By: _____

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

Eugene Buick; Principal and Chief Operating
Officer (COO)

Date: _____

Date: _____

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

This Agreement entered this 30 th day of August, 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 \$ 7,600.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from August 30, 2011 through June 30, 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

August 12, 2010
Ser. 3012

Foothill De Anza Community College District
Attn: Tom Armstrong
c/o Gilbane Building Company
Attn: Mr. Dan Brinkman
21250 Stevens Creek Boulevard
Cupertino, CA 95014

**RE: PROPOSAL FOR GEOTECHNICAL AND GEOHAZARD INVESTIGATION
NEW PHOTOVOLTAIC ARRAY PARKING CANOPIES AT LOTS A AND B
DE ANZA COMMUNITY COLLEGE
CUPERTINO, CALIFORNIA
(Project #251C)**

Dear Mr. Armstrong:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the planned new photovoltaic array parking canopies (solar canopies) to be installed at Parking Lots A and B at De Anza Community College in Cupertino, California. The purpose of the investigation will be to explore the soil and foundation conditions in the general location of the new solar canopy structures and utility pads, and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal we have visited the site and discussed the project with Dan Brinkman of Gilbane and Jeff Klompus of Newcomb Anderson McCormick, and reviewed information in our files for the area. We understand the project will include the construction of solar canopies with a footprint that will cover most of the parking spaces in Lot B and a large portion of the spaces in Lot A. The solar canopies will be supported on drilled piers ranging in depth from 12 to 16 feet, with a diameter of 28 to 36 inches. We also understand that our report will be submitted with the bid package, and that the project documents will be submitted to the DSA/CGS for review and approval.

Scope of Services

A. Geotechnical Investigation

Based on the requested geotechnical scope of services and our experience with recent similar projects on the De Anza Community College campus that required DSA/CGS review, we propose that the geotechnical investigation portion of our report for the project consist of the following:

Foothill De Anza Community College District
Attn: Tom Armstrong
c/o Gilbane Building Company
Attn: Mr. Dan Brinkman
August 12, 2010
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1. A site reconnaissance by our engineer who will mark the locations of the borings for Underground Service Alert.
2. A field subsurface exploration program under the direction of our engineer who will supervise, log and sample the drilling of a total of five exploratory borings using a truck-mounted drill rig equipped with hollow stem augers. The borings will be drilled to depths of 20 to 45 feet below the ground surface. The 45-foot deep borings are required for geologic hazard (liquefaction and dry settlement) analysis requirements.

Soil sampling and penetration resistance testing will be performed continuously in the upper five feet of the borings and at five foot intervals thereafter. The soil samples will be transported to our laboratory for further examination and laboratory testing.

Borings will be backfilled with cement grout as required by the Santa Clara Valley Water District and patched with cold patch asphalt for those borings drilled in existing pavement areas.

The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

3. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, plasticity index, free swell, gradation, corrosion and shear strength determinations, as appropriate.
4. Engineering analysis of the field and laboratory data for use in preparing the geotechnical engineering recommendations for the project.
5. Preparation of a geotechnical investigation report for use in the project design and construction, presenting the results of the field exploration, laboratory testing and engineering analysis. The report will include findings and recommendations as follows:
 - a. Local geology and seismic setting.
 - b. 2007 CBC seismic design criteria.
 - c. Site preparation and grading.
 - d. Groundwater table (if encountered).

CLEARY CONSULTANTS, INC.

Foothill De Anza Community College District
Attn: Tom Armstrong
c/o Gilbane Building Company
Attn: Mr. Dan Brinkman
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- e. Solar canopy foundation type, allowable skin friction, lateral resistance and minimum foundation depths and diameter.
- f. Estimated foundation settlements.
- g. Support of exterior concrete slabs-on-grade.
- h. Treatment of expansive soils (if encountered).
- i. Backfill and compaction of utility trenches.
- j. Any other unusual design or construction conditions encountered in the investigation.

B. Geologic and Seismic Hazards Assessment

Based on the requested scope of services, our experience from other similar projects and the 2007 CBC Chapter 18A requirements for Engineering Geologic Reports, we propose that the Geologic and Seismic Hazards Assessment portion of our reports for the projects consist of the following:

1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:
 - a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.
 - b. Location of known active and potentially active faults near the site, as well as nearby inactive faults
2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, requirements.
3. Potential for ground rupture related to faulting, liquefaction, seismic settlement and differential compaction, landsliding, flooding and dam failure inundation with recommended mitigation measures, where appropriate.

Foothill De Anza Community College District
Attn: Tom Armstrong
c/o Gilbane Building Company
Attn: Mr. Dan Brinkman
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The areas where the borings will be required are locations where underground utilities may be present. Consequently, we will need the help of your staff in locating and avoiding the utilities. Prior to drilling, we would meet on-site with the appropriate District personnel to determine the locations of underground utilities and select suitable locations to drill. We will also notify U.S.A. of our intent to perform vertical soil borings at the site.

Arrangements

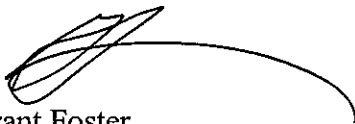
Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. Our lump sum fee for the geotechnical investigation and geologic hazards investigation report as described in this proposal is \$7,600. This lump sum fee estimate would not be exceeded without your prior approval.

The field work will be performed about a week after your authorization and we would complete our report approximately two to three weeks thereafter. Our findings and recommendations will be discussed with your architect and structural engineer prior to issuing the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We look forward to serving the District on this project and ask that you call if you have any questions. As our authorization to provide the above services, please sign and return one copy of this agreement.

Yours very truly,
CLEARY CONSULTANTS, INC.



Grant Foster
Geotechnical Engineer 2662



J. Michael Cleary
Engineering Geologist 352
Geotechnical Engineer 222

GF:cm

Copies: Addressee (2)
Foothill De Anza Community College District (1) Attn: Tom Armstrong

AUTHORIZATION

Approved By _____ Date _____

CLEARY CONSULTANTS, INC.

CLEARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant.....	45.00/hr
Drafting/Laboratory	50.00/hr
Staff Engineer/Staff Engineering Geologist	85.00/hr
Senior Engineering Technician.....	95.00/hr
Senior Project Engineer/Senior Project Engineering Geologist.....	105.00/hr
Senior Engineer/Senior Engineering Geologist.....	125.00/hr
Principal	\$145.00/hr*
*Expert witness fees for appearance at court and depositions are \$1600/day and \$800 half day. There is a minimum of one-half day for all court and deposition appearances.	

EQUIPMENT/LABORATORY CHARGES

Automobile.....	\$0.55/mile
Mobile Laboratory	5.00/hour
Nuclear Moisture/Density Gauge	5.00/test
Laboratory Compaction Curve, ASTM D1557	225.00/test

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at \$25.00 for the first copy and \$10.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of \$10,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.

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)

The scope of this work includes comprehensive geotechnical investigation engineering services involved in Project 251 Installation Photovoltaic Arrays Lots A & B. The purpose of the geotechnical investigation is to explore soil and foundation conditions in the general locations of the new photovoltaic canopy.

Geotechnical services include:

Site reconnaissance / coordination with Underground Services Alert.

Field subsurface exploration program with five exploratory borings to depth of 20 to 45 feet, soil sampling, laboratory testing, and analysis.

Provide a geotechnical investigation report for use in project design and construction.

Provide services per your proposal dated August 12, 2010, Ser.3012 attached.

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

Lump Sum payment

In any event, the total payment for services of contractor shall not exceed \$ 7,600.00 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, 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.

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

Revision Number 4 to PAA #1C dated May 6, 2008 between Foothill - De Anza Community College District and Noll & Tam Architects for Measure C Project 205 - Seminar Building is an increase to the contract price for professional services per Noll & Tam's Memorandum requesting additional Professional Services – Roofing and Waterproofing dated July 23, 2010.

REVISION DATE: August 30, 2010

SCOPE OF WORK:

This revision includes additional construction administration services related to roofing and waterproofing at the Seminar Building and Multicultural Center. The original PAA 1C includes the Seminar Building design services only but the scope of this revision includes design services for both the Seminar and Multicultural Center.

COMPENSATION:

Original contract value:	\$103, 255
Net change in contract value from previous revisions:	\$ 23,798
Contract value prior to this revision:	\$ 127,053
Net change in contract value due to this revision:	<u>\$ 4,930</u>
New contract value including this revision:	\$131,983

SCHEDULE:

This revision does not amend the schedule of services.

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

Amendment agreed to by:

OWNER

Signature Date

Charles Allen

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

ARCHITECT

Signature Date

Chris Noll

Principal

Noll & Tam Architects

memorandum

architects and planners

noll & tam

729 Heinz Avenue
Berkeley
CA 94710
510.649.8295
fax 510.649.3008
nollandtam.com

Date:	23 July 2010	To:	Tim McBrian, Gilbane Erin Allred, Gilbane
Project:	DeAnza College Seminar Building/Multicultural Center	From:	Merideth Marschak
Via:	electronic	Attch:	Proposals dated April 22, 2008

Re: Additional fees for Professional Services – Roofing and Waterproofing

Dear Tim:

Allana Buick & Bers has prepared a request for additional fees for professional services associated with the Seminar/MCC project. As roofing is now in progress, we feel it is important to have their expertise available to the team at this time.

The combined fee for the two buildings was set at \$8,300. Construction administration services were limited to 5 hours each for the Seminar Building and MCC. This included two field visits, and review of skylight, stucco, and roof tile submittals.

Late in the CD phase for the MCC, we added the tower element and proposed additional services for Architectural, Civil, and Structural. We did not request additional services for ABBAE at that time because we believed the details they had already provided would address the tower roofing conditions.

The final form of the tower developed through a series of meetings with the users and the College, resulting in a final design that required unique detailing for roofing and waterproofing. ABBAE did not produce any additional drawings; however, they reviewed our details, assisted us in finding a roofing/flashing system for the “shoulder” of the tower and the expansion joints, and provided specifications for these assemblies. This additional work was not compensated.

At this time, ABBAE has advised us that they have expended their fees. We feel their review of submittals and RFI's - particularly those associated with the MCC tower – is of great value to the District. They have prepared a request for additional services and we believe that the District should give their request favorable consideration.

	Seminar	MCC	Total	
Base Fee	\$2,300	\$6,000	\$8,300	
Proposed Additional Fee CA				\$4,930
Proposed Additional Fee Part Time Construction Monitoring				\$8,000
OR				OR
Proposed Additional Fee Full Time Construction Monitoring				\$13,800

Sincerely,



Merideth Marschak,
Principal

Cc: Eugene Buick, ABBAE

NEW
Revised

Chancellor's Office
California Community Colleges

E

2008-09 Scheduled Maintenance Project Funding Projects

District: FOOTHILL DE ANZA COMMUNITY COLLEGE

Priority No.: 2

College: DE ANZA COLLEGE

Space Inv. Bldg. PE1 -6

Project Title: BEAM TAIL/ TRELLIS REPLACEMENT

Briefly Describe the Proposed Project's Intent and Scope (You may attach additional justification as necessary)

This project includes replacement of rotted and termite damaged trellis system 4x10, 4x14, and 3x4 members. Painting And metal flashing weather protection will be installed.

Program Discipline(s) or Activity(ies) Affected:

Check One Box Only for Each Category

Project Type: Roof ☐ Utilities ☐ Mechanical ☐ Exterior ☒ Other ☐

Facility Type(s) Involved:

Faculty/Administration Offices ☐

Theater/Performing Arts ☐

Campuswide ☐

Classroom/Laboratory ☐

Physical Education ☐

Warehouse/Maintenance ☐

Other: ☐

Library/LRC ☐

Support Services ☐

Child Care ☐

Cafeteria ☐

How Long Has Problem Existed?

0 yrs. ☐

6 mo.-1 yr. ☐

1-2 yrs. ☐

2-5 yrs. ☒

Always ☐

Adverse Immediate Effect(s) if Uncorrected (justification attached):

Safety Hazard ☐

Inconvenience ☐

Code Violation ☐

Disruption of Program(s) ☐

Campus/Facility Closure ☐

Greater Future Damage/Costs ☐

Potential/Future Damage/Costs ☒

Corrective Method:

Repair/Refinish Existing ☐

Replace w/comparable Unit ☒

Upgrade ☐

Budget Summary (Where Maximums Apply, % Based on Construction Costs)

1.	Permits and Fees (Architect/Engineer, Plan Check Fees, Misc.-11% max.)	\$	0
2.	Construction Costs (@ CCI 4019)	\$	129,200
3.	Inspection	\$	5,000
4.	Contingency (7% maximum)	\$	557
5.	Total Project (Sum of items 1 through 4)	\$	134,757

I hereby certify that if this project is approved for funding from the 2001-02 Budget Act, that the district will be able to provide all match requirements and it is the district's intent to award a contract during the 2001-02 fiscal year.

District Certification

Business Manager: _____

Project Director: _____

Telephone Number: () _____

Return to: California Community Colleges
Facilities Planning and Utilization
1102 Q Street
Sacramento, CA 95814-6511

NEW
Revised

Chancellor's Office
California Community Colleges

2008-09 Scheduled Maintenance Project Funding Projects

District: FOOTHILL DE ANZA COMMUNITY COLLEGE

Priority No.: 1

College: DE ANZA COLLEGE

Space Inv. Bldg. PE1 & PE2

Project Title: ROOF REPLACEMENT

Briefly Describe the Proposed Project's Intent and Scope (You may attach additional justification as necessary)

REPLACE TGE EXUSTUBG ROOF SYSTEM AND ASSOCIATED DRAINS AND OVERFLOWS, PLUMBING W/NEW
EPDM COOL ROOFING SYSTEM AND TILE ROOF SYSTEM.

Program Discipline(s) or Activity(ies) Affected:

Check One Box Only for Each Category

Project Type: Roof ☒ Utilities ☐ Mechanical ☐ Exterior ☐ Other ☐

Facility Type(s) Involved:

Faculty/Administration Offices	<input type="checkbox"/>	Classroom/Laboratory	<input type="checkbox"/>	Library/LRC	<input type="checkbox"/>
Theater/Performing Arts	<input type="checkbox"/>	Physical Education	<input type="checkbox"/>	Support Services	<input type="checkbox"/>
Campuswide	<input type="checkbox"/>	Warehouse/Maintenance	<input type="checkbox"/>	Child Care	<input type="checkbox"/>
		Other: _____	<input type="checkbox"/>	Cafeteria	<input type="checkbox"/>

How Long Has Problem Existed? 0 yrs. ☐ 6 mo.-1 yr. ☐ 1-2 yrs. ☐ 2-5 yrs. ☒ Always ☐

Adverse Immediate Effect(s) if Uncorrected (justification attached):

Safety Hazard	<input checked="" type="checkbox"/>	Code Violation	<input type="checkbox"/>	Campus/Facility Closure	<input type="checkbox"/>
Inconvenience	<input type="checkbox"/>	Disruption of Program(s)	<input type="checkbox"/>	Greater Future Damage/Costs	<input type="checkbox"/>
				Potential/Future Damage/Costs	<input checked="" type="checkbox"/>

Corrective Method: Repair/Refinish Existing ☐ Replace w/comparable Unit ☒ Upgrade ☐

Budget Summary (Where Maximums Apply, % Based on Construction Costs)

1. Permits and Fees (Architect/Engineer, Plan Check Fees, Misc.-11% max.)	\$	0
2. Construction Costs (@ CCI 4019)	\$	362,000
3. Inspection	\$	18,100
4. Contingency (7% maximum)	\$	0
5. Total Project (Sum of items 1 through 4)	\$	380,100

I hereby certify that if this project is approved for funding from the 2001-02 Budget Act, that the district will be able to provide all match requirements and it is the district's intent to award a contract during the 2001-02 fiscal year.

District Certification

Business Manager: _____

Project Director: _____

Telephone Number: () _____

Return to: California Community Colleges
Facilities Planning and Utilization
1102 Q Street
Sacramento, CA 95814-6511

X-ASG-Debug-ID: 1278627353-067081c20001-tthXVs
X-Barracuda-Envelope-From: lyuan@CCCCO.edu
X-Barracuda-Apparent-Source-IP: 153.18.96.114
X-ASG-Whitelist: Client
X-Propel-Return-Path: <lyuan@CCCCO.edu>
Subject: RE: 08-09 SM project fund adds and subtracts
Date: Thu, 8 Jul 2010 15:13:56 -0700
X-ASG-Orig-Subj: RE: 08-09 SM project fund adds and subtracts
X-MS-Has-Attach:
X-MS-TNEF-Correlator:
Thread-Topic: 08-09 SM project fund adds and subtracts
Thread-Index: Acse6UC/GAbf/CXcR/uf/A5mxJAoawAAOptQ
From: "Yuan, Lan" <lyuan@cccco.edu>
To: "Frank Nunez" <nunezfrancisco@fhda.edu>
X-Propel-ID: C9dG0a78mfS0
X-EPG-Version: 3.1.1.9503
X-Propel-RCPT: fnn4726@fhda.edu
State approval of final PF PR for State SM 08/09
Quarantine.fhda.edu/showquarantine?C3D46BBABAE0&v=3.1.1.9503;1278627354;pid=C9dG0a78mfS0;a.com;mgr=1
du[153.18.96.114]53
a.edu:8000/cgi-mod/mark.cgi
a.edu
d-printable to 8bit by mx1.fhda.edu id
X-Keywords:
X-Antivirus: AVG for E-mail 7.5.560 [270.12.36/2126]

Hello Frank,
Right...your revised PFPs are fine.

-----Original Message-----

From: Frank Nunez [<mailto:nunezfrancisco@fhda.edu>]
Sent: Thursday, July 08, 2010 3:04 PM
To: Yuan, Lan
Subject: RE: 08-09 SM project fund adds and subtracts

Project Detail Report

PROMPT

Foothill De Anza CCD

#273 - PE Quad Roof and Trellis Repair

Notes:

Reimbursables are not included in Contract Balance
ALL Change Orders are shown - not just approved ones
ALL Transactions are shown - not just Paid transactions

PetersonDean Commercial Inc

BPO#: MC101046

Bik Pak#:

MC101046 Bid #1233-273

Status: Open

Reimb.Amt.: \$0.00 Orig. Amt.: \$903,696.00

No Change Orders or Amendments for this contract

Transactions:

Total Contract + Amendments: \$903,696.00

	<u>Inv. Date</u>	<u>Inv. Type</u>	<u>Inv. #</u>	<u>Status</u>	<u>Dt. Paid</u>	<u>Chk. #</u>	<u>Total Amount</u>
Mes C April 2010	04/27/2010	Invoice	MC101046-01	Paid	05/18/2010	000732	\$4,175.00
June 2010	06/22/2010	Invoice	MC101046-03	Paid	06/29/2010	000848	\$192,445.75

Total Transactions: \$196,620.75

Percent Complete: 21.76 %

Contract Balance: \$707,075.25

PetersonDean Commercial Inc

BPO#: MC101046

Bik Pak#:

MC101046 SM Trellis 471273

Status: Open

Reimb.Amt.: \$0.00 Orig. Amt.: \$176,564.00

No Change Orders or Amendments for this contract

Transactions:

Total Contract + Amendments: \$176,564.00

	<u>Inv. Date</u>	<u>Inv. Type</u>	<u>Inv. #</u>	<u>Status</u>	<u>Dt. Paid</u>	<u>Chk. #</u>	<u>Total Amount</u>
St SM 50-50 Apr 2010	04/27/2010	Invoice	MC101046-01	Paid	05/18/2010	000732	\$39,329.80
May 2010	05/25/2010	Invoice	MC101046-02	Paid	06/29/2010	000848	\$75,676.87
June 2010	06/22/2010	Invoice	MC101046-03	Paid	06/29/2010	000848	\$61,557.53

Total Transactions: \$176,564.00

Contract Balance: \$0.00

PetersonDean Commercial Inc

BPO#: MC101046

Bik Pak#:

MC101046 SM Roofing

Status: Open

Reimb.Amt.: \$0.00 Orig. Amt.: \$161,740.00

No Change Orders or Amendments for this contract

Transactions:

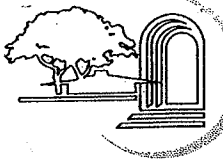
Total Contract + Amendments: \$161,740.00

	<u>Inv. Date</u>	<u>Inv. Type</u>	<u>Inv. #</u>	<u>Status</u>	<u>Dt. Paid</u>	<u>Chk. #</u>	<u>Total Amount</u>
St SM 100% April 2010	04/27/2010	Invoice	MC101046-01	Paid	05/18/2010	000732	\$9,832.40
May 2010	05/25/2010	Invoice	MC101046-02	Paid	06/29/2010	000848	\$44,300.00
June 2010	06/22/2010	Invoice	MC101046-03	Paid	06/29/2010	000848	\$95,897.60

Total Transactions: \$150,030.00

Percent Complete: 92.76 %

Contract Balance: \$11,710.00



**Foothill-De Anza
Community College District
Material and Purchasing Services**
12345 El Monte Road Los Altos Hills, CA 94022-4599

PURCHASE ORDER

PO Number:	MC101046
Trans Date:	05/18/2010
Delivery Date:	03/01/10
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, DELIVERY SLIPS, AND CORRESPONDENCE	

Vendor ID: 20010067

V PetersenDean Commercial Inc
E 707 Aldridge Rd Ste A
N Vacaville CA 95688-9282
D
O
R

Bill to: Unless otherwise instructed below, send original invoices to the address above, "Attention: Accounts Payable." Indicate PO number and your Federal Tax ID or Social Security Number on your invoice.

Ship to: Foothill-De Anza CCD
21250 Stevens Creek Blvd
Cupertino CA 95014
ATTN: I Thornton/Measure C #27

Buyer	Buyer Phone	Terms	F.O.B.
Gina Bailey	(650) 9496165	Net 30 Days	Not Applicable

Description	Quantity	Unit Cost	Total Cost
Remit all invoices to: De Anza College 21250 Stevens Creek Blvd. Cupertino, CA 95014-5793 Attn: Gilbane/MAAS - Bond Program Project #273 Roof and Trellis Repair: PE1-2-6 and S7-8, De Anza College \$1,242,000 Contract Amount			
1 Furnish all labor and materials to perform all work related to Project #273 Roof and Treillis Repair: PE1-2-6 and S7-8 at De Anza College all in accordance with the plans and specifications of Bid #1233-273 awarded by the		OTH	903,696.00

	Taxes:
	Total: CONTINUED

Foothill-De Anza Community College District's Standard Instructions and Conditions form a part of this Purchase Order. A copy is available from District Purchasing Services upon request at <http://purchasing.fhda.edu/forms>.

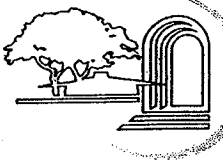
Req. No(s):

Purchasing Agent

Date

5-21-10

White - Vendor Copy
Yellow - Accounting
Pink - Requesting Department



**Foothill-De Anza
Community College District
Material and Purchasing Services**
12345 El Monte Road Los Altos Hills, CA 94022-4599

Page 2

PURCHASE ORDER

PO Number:	MC101046
Trans Date:	05/18/2010
Delivery Date:	03/01/10
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, DELIVERY SLIPS, AND CORRESPONDENCE	

Vendor ID: 20010067

V PetersenDean Commercial Inc
E 707 Aldridge Rd Ste A
N Vacaville CA 95688-9282
D
O
R

Bill to: Unless otherwise instructed below, send original invoices to the address above, "Attention: Accounts Payable." Indicate PO number and your Federal Tax ID or Social Security Number on your invoice.

Ship to: Foothill-De Anza CCD
21250 Stevens Creek Blvd
Cupertino CA 95014
ATTN: I Thornton/Measure C #27

Buyer	Buyer Phone	Terms	F.O.B.
Gina Bailey	(650) 9496165	Net 30 Days	Not Applicable

Description	Quantity	Unit Cost	Total Cost
Board of Trustees on March 1, 2010 to Petersen Dean Roofing and Solar Systems (PetersenDean Commercial Inc. in the aggregate amount of \$1,242,000. Work under the contract began March 22, 2010 and substantial completion must be achieved no later than by September 14, 2010. \$903,696 - Measure C funding			
2 Scheduled Maintenance - one time no match funds	OTH		161,740.00
3 Scheduled Maintenance - ongoing 1:1 match funds	OTH		176,564.00

	Taxes: .00
	Total: 1,242,000.00

Foothill-De Anza Community College District's Standard Instructions and Conditions form a part of this Purchase Order. A copy is available from District Purchasing Services upon request at <http://purchasing.fhda.edu/forms>.

Req. No(s):

Purchasing Agent

Date

White - Vendor Copy
Yellow - Accounting
Pink - Requesting Department

Revision 05 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.

F

REVISION DATE: August 30, 2010

SCOPE OF WORK:

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

1. Coordination with Allana, Buick & Bers for roofing details
2. Architectural & structural details, layout, and coordination for roofing replacement and restoration
3. Construction Administration for additional scope
4. Roofing details

DELIVERABLES:

1. Design, coordination with structural and roofing consultant, DSA
coordination and submissions, and site visits (27 hours/2 staff) Cost: \$3,280
2. CAD drafting (16 hours/1 staff) Cost: \$1,720
3. Structural Consultant AKH - Review of structural repairs submitted
previously in relation to roofing details Cost: \$1,000
4. Roofing Consultant AB&B - Roofing details, construction monitoring, submittal
review, inspections, and punchlist Cost: \$5,000

COMPENSATION:

Original contract value:	\$ 646,786
Net change in contract value from previous revisions:	\$ 253,007
Contract value prior to this revision:	\$ 899,793
Net change in contract value due to this revision:	<u>\$ 11,000</u>
New contract value including this revision:	\$ 910,793

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

Revision 05 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

Signature

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

CONSULTANT

Signature

Carl Salas
Salas O'Brien Engineers



Prime Contract Change Order

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

G

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: 8/30/2010
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: 016

The Contract is hereby revised by the following items:

Change Order #16

PCO	Description	Amount
062A	PG&E Fees for Shutdown 4 Above Allowance #3 - Owner Directive	\$1,310
111	Re-attach Conduits and Plumbing at S2 & S6 - Architect Directive	\$1,194
112B	PR 9 Point of Connection Autotech Mechanical - Architect Directive	\$(2,677)
114	Revise Milestone #4 to July 9th, 2010 and Milestone #4A August 17, 2010 - Field Condition	\$0
123	RFI 173.3 Penetrations of Acoustical Wall at S2&S6 - Architect Directive	\$3,869
143B	PR 19 Fence at TX6 & 6A - Field Condition	\$21,109
152	RFI 233 Control Valve at PE-2 & PE-6 - Architect Directive	\$826
154	RFI 236 Escutcheon at Utilidor Manhole - Architect Directive	\$(244)
165	RFI 239.1 Revise Hydronic Piping Riser at PE1 - Field Condition	\$2,317
167	Field Observation 28 - Rework Hydronic Pipe in S2 - Architect Directive	\$0
168	RFI 246 Hanger for Existing Light Fixtures - Architect Directive	\$4,300
170	RFI 251 Up size Feeders from H6 to CH1 - Field Condition	\$8,220
172	RFI 253 Conduits for Main at Autotech - Architect Directive	\$9,492
174	Connect Feeders to PGE Transformer - Owner Directive	\$5,709
176	PR 29 Temporary Power During Shutdown 5 Above Allowance #1 - Owner Directive	\$23,438

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$1,027,000
The Contract Value prior to this Prime Contract Change Order was.....	\$10,424,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$78,863
The new Contract Value including this Prime Contract Change Order will be.....	\$10,502,863
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

CONTRACTOR

390 Bridge Parkway
Redwood Shores, CA 94065

Address

By Cleveland, Mike

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

1 - Prime Contract Change Order

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

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

College Approval

By: Letha Jeanpierre _____

Signature _____

Date: _____

**Revision #1 to the Master Form of Agreement Between
The Foothill-De Anza Community College District
and
Allana, Buick & Bers, Inc.**

AGREEMENT made as of August 31st 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 Design Professional:

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

***For the following work: Measure C Campus-Wide Projects at
Foothill De Anza College District***

Paragraph two of the cover page on the original Master Agreement dated October 9, 2008 is amended to allow design services for the Foothill College Campus:

Paragraph two of the cover page:

WHEREAS, the District has identified Projects (the "Project") to be designed, bid and constructed at the District's De Anza College Campus. From time to time, the District will authorize the Architect to commence with basic Services or Additional Services, as included in this Master Form of Agreement, for an identified Project by issuing an amendment to this Agreement for the identified Project by issuing a Project Authorization Amendment (PAA) mutually acceptable to the District and the Architect.

is replaced with the following paragraph:

WHEREAS, the District has identified Projects (the "Project") to be designed, bid and constructed at the District's Foothill College Campus and De Anza College Campus. From time to time, the District will authorize the Architect to commence with basic Services or Additional Services, as included in this Master Form of Agreement, for an identified Project by issuing an amendment to this Agreement for the identified Project by issuing a Project Authorization Amendment (PAA) mutually acceptable to the District and the Architect.

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

"DISTRICT"
Foothill-De Anza Community College District

"DESIGN PROFESSIONAL"
Allana, Buick & Bers, Inc.

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

Eugene Buick
Principal and COO

I

**Project Authorization Amendment F01
Between Foothill-De Anza Community College District
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the 31st Day of August in the year Two Thousand & Ten between the District:

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

and the Consultant:

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

For the following Project: MEASURE C - BOND PROJECT # 100G BUILDING 3500 GLULAM AND GUTTER REPAIR.

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and Allana Buick & Bers, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated October 9, 2008 and Revision #1 to the same Agreement, dated August 31, 2010 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:

BUILDING 3500 GLULAM AND GUTTER REPAIR

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 F01:

The PAA for this project includes the following: Provide investigation and preparation of design documents, bid phase services, construction administration, and closeout phase, for glulam and gutter repair on the Building 3500 (Library).

Scope of Work for Professional Services includes:

Design Services:

Design – Project Specific Requirements

- Investigation of existing conditions, including but not limited to roof edge conditions, development of temporary flashing solutions, and tie-in solutions.
- Prepare a roof plan from As-Built drawings; annotate the roof plan for scope of work, including specific repair for each beam and gutter sections.

- Provide details of each beam repair type annotated on the roof plans and assist in the coordination of the project manual to include unit costs for each beam repair type.
- Prepare details on gutter repair and GSM liner.
 - Prepare details to replace the wood gutter, front facing and bottom board.
 - Prepare details to replace the back gutter board (abutting the roof structure).
 - The back gutter board shall include a unit cost provided by the contractor. The back gutter board shall only be replaced if field conditions require replacement.
 - Assist the District with the coordination to include a unit price for the replacement of the back gutter board.
- Prepare tie in details for GSM flashing and replacement of cement shake roof.
- Create specifications and details as required for the Contractor to perform water testing on flashing and gutters to ensure the roof is water-tight.

Design - General Requirements:

- This is a design to scope project.
- Design services per the Master Agreement, with the following exceptions
 - Two Design Phases that include:
 - 50% Construction Document (CD)
 - 100% CD
- Design Review Meetings anticipated but not limited to the following:
 - Kick-off Meeting: validate scope, schedule, and provide a conceptual construction estimate.
 - 50% CDs - Design Professionals first pass at 100% Construction Documents.
 - 100% CDs - Complete construction documents ready for Bid Phase. All conflicts and ambiguity in documents removed or resolved.
- Respond to District's review comments, actions taken or not taken and reason for actions.
- Provide five (5) sets of drawings and specifications for each design review meeting and two (2) sets of drawings for Bid Phase.
- Collaborate with Program Manager to coordinate and remove redundancies between Front Ends and Technical Specifications.
- Provide construction estimates; Preliminary (conceptual), 50% CD, and 100% CD Design Phases.
- Consultant shall provide schedule information to establish the program schedule including time requirements for shop drawings; fabrication/procurement; and installation.
- Technical Specifications per 2004 CSI Master Format.

Bid Phase Services:

- Bid phase services per the Master Agreement, which includes but not limited to:
 - Attend pre-bid meeting and bid walk with prospective bidders and answer questions that arise in regards to the scope of work and the construction documents.
 - Provide addendum period services and provide addenda to contract documents.
 - Provide clarifications and responses to Requests for Information, if required.

Construction Administration Services:

- Construction Administration phase services per the Master Agreement, which includes but is not limited to:
 - Construction Phase shall include a Product and General Conditions submittal period for shop drawings and approvals to procure long lead procurement items to expedite the site access phase of the project.
 - Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions generated by the contractor or owner.

- Provide structural analysis as required when field conditions require new details due to field conditions identified but not included in the construction documents.
- Provide a construction submittal register and review the submittal register with the Contractor for all required submittals, schedule, and process to achieve on time completion of the project.
- Review construction submittals for compliance with the contract documents. In the event the contractor supplies inadequate submittals, consultant will continue to request revised submittals from the contractor until submittals adequately meet the intended design.
- Reply to Requests for Information (RFI's) with appropriate technical answers.
- Meet weekly with the Contractor and District representatives. Meeting dates shall be established at the Construction Kickoff Meeting.
- Review and approve Schedule of Values and Applications for Payment issued by the contractor and direct the contractor to resolve field conditions in an expeditious manner.

Construction Monitoring Services – Allowance #1:

- Provide monitoring during construction activities to ensure work is performed in accordance to the construction documents and design intent of the project.
- The allowance shall be used at the District's discretion' if the allowance is not exercised then the total contract value shall be reduced by the allowance value.

Closeout Services:

- Provide a punch-list for correction of non-compliant construction items.
- Review project for approval of substantial completions and supply AIA G704 Certificate of Substantial Completion
- Assist with project closeout documents and requirements.
- Provide a letter to the District at Final acceptance stating that all requirements of the contract documents have been completed and accepted

2. Consultant Compensation:

The Project Authorization Amendment F01 Contract Price for the Consultant Services shall be based upon the following:

LUMP SUM CONTRACT PRICE

*The Contract Price for the Consultant Services is a lump sum of twenty-eight thousand and twenty dollars; **\$28,020.***

Schedule of Values (includes reimbursable):

Design Services:	
50% CDs:	\$ 6,380
100% CDs:	\$ 3,470
Bid Phase Services:	\$ 1,450
Construction Monitoring (Allowance #1)	\$ 8,000
<u>Construction Administration/Closeout Services:</u>	<u>\$ 8,720</u>
Total:	\$ 28,020

The above allowance shall be used at the District's discretion; if the allowance is not exercised then the total contract value shall be reduced by the allowance value. The district may exercise a partial value of the allowance by mutual agreement.

3. 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 two additional six month periods.

Design Services	
Kick-off meeting:	09/15/10
50% CDs:	09/15/10 - 10/26/10
100% CDs:	10/27/10 - 11/23/10
Bid Phase Services:	12/17/10 - 03/16/11
Construction Administration:	04/07/11 - 09/06/11
Closeout Services:	09/07/11 - 11/15/11
Expiration date of this PAA	09/15/12

4. Invoicing Requirements.

Remit all invoices to the following address:

Gilbane/MAAS Accounting
Foothill Community College
12345 El Monte Road
Los Altos Hills, CA 94022

All invoices should include the following information:

- Measure C
- Project Number and Name: *100G BUILDING 3500 GLULAM AND GUTTER REPAIR*
- All items billed against Schedule of Values, with percent of completion
- Purchase Order Number

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

and Construction Management

DISTRICT

Foothill – De Anza Community College District
A California Community College District

By: _____
Charles Allen,
Executive Director of Facilities, Operations,

Dated: _____

CONSULTANT

Allana Buick & Bers, Inc.

By: _____
Eugene Buick,
Principal and COO

Dated: _____

Foothill-DeAnza Community College District**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)**

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

This Agreement entered this 30 day of August, 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 "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 \$ 114,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to 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 August 31, 2010 through August 31, 2012 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.

*****Page 1 of 6

PROJECT # 160 PSEC CONTRACTOR Cleary Consultants, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation

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 Design Professional.

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.

*****Page 2 of 6

PROJECT # 160 PSEC

CONTRACTOR Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation

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.

*****Page 3 of 6

PROJECT # 160 PSEC

CONTRACTOR Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date

Print Name

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 160 PSEC

CONTRACTOR Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation

Agreement for Design Professional Services

Rev. 4/8/08

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District Cleary Consultants, 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)

Services consist of testing, inspecting, rendering recommendation to the design and construction teams, and supplementary reports requested by the CGS.

See attached scope of work for additional context.

- 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 payment payable per completed service listed under Cleary's proposal, attached.

In any event, the total payment for services of Design Professional shall not exceed \$ 114.00 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 August 31, 2 012.

*****Page 5 of 6

PROJECT # 160 PSEC CONTRACTOR Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation

Foothill-DeAnza Community College District

Exhibit "T" Insurance Requirements

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

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

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

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.

*****Page 6 of 6

PROJECT # 160 PSEC CONTRACTOR Cleary Consultants, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Soil testing and observation



CLEARY CONSULTANTS, INC.

Geotechnical Engineers and Geologists

*J. Michael Cleary, CEG, GE
Christophe A. Ciechanowski, GE
Grant F. Foster, GE*

June 7, 2010
Project No. 558.64
Ser. 2941

Mr. Thierry Hsu
Gilbane Building Company
c/o Foothill Community College
12345 El Monte Road
Los Altos Hills, CA 94022

**RE: PROPOSAL FOR SOIL ENGINEERING SERVICES DURING CONSTRUCTION
PHYSICAL SCIENCES AND ENGINEERING CENTER PROJECT
FOOTHILL COMMUNITY COLLEGE
LOS ALTOS HILLS, CALIFORNIA**

Dear Mr. Hsu:

Introduction

As requested, we are submitting this proposal to provide soil engineering observation and testing services during the construction of the Physical Sciences and Engineering Center project at Foothill Community College in Los Altos Hills, California. Our geotechnical engineering report, which provided recommendations for the soil and foundation engineering aspects of the project, was submitted January 28, 2009. We have also prepared a supplemental geologic hazards report, submitted June 2, 2010, as required by CGS to respond to their request for additional information regarding the Monta Vista Fault.

As shown on the architectural plans prepared by Ratcliff dated January 5, 2010 (DSA Permit Set), new facilities will include a Classroom Wing, Commons Wing, Lab Wing (four buildings total) and a central courtyard area. The Lab Wing will have a below grade "walkout" basement floor level set approximately 15 feet below the first floor. The buildings and retaining wall foundations will consist of spread footing bearing in the Franciscan Assemblage bedrock which underlies the site, or in properly engineered fill (i.e the Commons wing will be supported on approximately five to 10 feet of engineered fill). The planned elevator at the east side of the Lab Wing will be supported on a mat slab foundation with ground anchor installations.

As indicated on the plans, required grading for the project will be balanced, with approximately 15,500 cubic yards of cut and fill.

Mr. Thierry Hsu
Gilbane Building Company
c/o Foothill Community College
June 7, 2010
Page 2

Parking Lot 4 will be regraded with fills of up to seven feet at the south (new buildings) end and paved with a new asphalt/baseroack section. A new asphalt paved access road will be constructed to traverse the slope at the east side of the site connecting the Loop Road with the northeast corner of Parking Lot 4; the existing slopes on the east and south portions of the site will be regraded with new staircases installed to provide access to the new buildings. Retaining walls associated with the new staircases and Lab Wing basement will also be constructed.

New asphalt and concrete sidewalks and pathways will be installed around the new buildings. New underground storm drain, sanitary sewer, gas/electric/communication and water utilities will also be installed with trench depths ranging from approximately three to ten feet. A six foot deep bioretention basin with a concrete header wall will be constructed on the southwest corner of the Laboratory Wing.

As a basis for this proposal, we have reviewed the project plans and discussed the project with you. We understand that construction will begin in December 2010, and last about 28 months with a planned completion date of Spring 2013.

Scope of Services

Based on the planned construction as described above, our scope of services during construction of the Physical Sciences and Engineering Center will include soil engineering observation and testing during the site grading, building pad subgrade preparation, foundation installation, ground anchor installation, retaining wall backfilling and backdrain installation, utility trench backfilling, bioretention basin installation, concrete flatwork, baseroack placement and compaction during AC/concrete pavement installation phases of the project.

Specific details of the contractor's schedule to complete the various phases of the work are not known, therefore we propose to provide our services on an hourly time and materials basis. The scope of our services will include full time to intermittent on-site observations and field density testing (rough estimate of required man-days in parentheses) as required for the following:

1. Site grading and building pad preparation (25.0 MD)
2. Observation of building and retaining wall foundation and ground anchor installations (15.0 MD)

CLEARY CONSULTANTS, INC.

Mr. Thierry Hsu
Gilbane Building Company
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June 7, 2010
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3. Retaining wall backdrain installation and wall backfill compaction (18.0 MD)
4. Subgrade and baserock compaction for concrete slabs, sidewalks, pathways and new AC pavements and driveways, including Parking Lot 4 (25.0 MD)
5. Utility trench backfill compaction (35.0 MD)
6. Bioretention basin installation (3.0 MD)

Arrangements

Usually, the cost of our services on the basis of full-time observation and testing during a normal eight-hour work day would be about \$900 per day, \$450 per half-day and \$150 minimum per site visit. These estimates include field and office supervision and laboratory testing. Consultations and report preparation are billed in addition at the appropriate hourly rate. We project that we will be required on-site during the project for approximately 121 man-days. The estimated cost of our services (including our June 2, 2010 supplemental geohazard report cost of approximately \$4600) is \$114,000. Our billings will be submitted monthly or upon completion of those phases of the work involving our services.

All services rendered by us consist of professional opinions and recommendations made in accordance with generally accepted soil and foundation engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

Under no circumstances is it our intent to directly control the physical activities of the contractor or the contractor's workmen's accomplishment of work on this project. The presence of our field representative at the site is to provide the District with a continuing source of professional advice, opinions, and recommendations based on the field representative's observation of the contractor's work and does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen.

Any construction review of the contractor's performance conducted by us is not intended to include and does not include review of the adequacy of the contractor's safety measures in, on, or near the job site.

CLEARY CONSULTANTS, INC.

Mr. Thierry Hsu
Gilbane Building Company
c/o Foothill Community College
June 7, 2010
Page 4

As our authorization to provide the above services, please sign and return one copy of this proposal.
Should you have any questions, please do not hesitate to call.

We look forward to being of continued service to the District on this project and ask that you call if
you have any questions. As our authorization to provide the above services, please sign and return
one copy of this agreement.

Yours very truly,

CLEARY CONSULTANTS, INC.



Grant Foster
Geotechnical Engineer 2662



J. Michael Cleary
Geotechnical Engineer 222

GF/JMC:cm

Copies: Addressee (2)
Foothill Community College District (1) Attn: Art Heinrich

CLEARY CONSULTANTS, INC.

CLARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant.....	45.00/hr
Drafting/Laboratory.....	50.00/hr
Staff Engineer/Staff Engineering Geologist.....	85.00/hr
Senior Engineering Technician.....	95.00/hr
Senior Project Engineer/Senior Project Engineering Geologist.....	105.00/hr
Senior Engineer/Senior Engineering Geologist.....	125.00/hr
Principal.....	\$145.00/hr*
*Expert witness fees for appearance at court and depositions are \$1600/day and \$800 half day. There is a minimum of one-half day for all court and deposition appearances.	

EQUIPMENT/LABORATORY CHARGES

Automobile.....	\$0.55/mile
Mobile Laboratory.....	3.00/hour
Nuclear Moisture/Density Gauge.....	5.00/test
Laboratory Compaction Curve, ASTM D1557.....	225.00/test

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at \$25.00 for the first copy and \$10.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Clary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of \$50,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. In the event of any litigation arising or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. If suit is filed, a reasonable attorney's fee, to be set by the court, and other costs incurred in collecting any delinquent account, shall be included in any judgement in favor of CCI.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.

**Revision #3 to Project Authorization Amendment #F01 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Enovity, Inc. dated August 31, 2010**

Purchase Order No.: MC100387
Master Agreement: 08/04/09
PAA #F01: 08/04/09
PAA Rev. #1: 10/01/09
PAA Rev. #2: 11/20/09
PAA Rev. #3: 08/31/10

1. Assigned Project Description:

Measure C – Foothill College
PROJECT # 100E Krause Center for Innovation – HVAC Upgrades

2. Consultant's Compensation:

A. Allocation of Project Lump Sum Contract Price:

Original contract value (PO MC100387):	\$ 30,855
Net change in contract value from previous revisions:	\$ 5,415
Contract value prior to this revision:	\$ 36,270
<u>Net change in contract value due to this revision:</u>	<u>\$ 13,330</u>
New contract value including this revision:	\$ 49,570

B. Revised Schedule of Values (includes reimbursable, except DSA Fees)

Design Services:	\$ 28,250
Bid Phase Services:	\$ 1,420
Construction Administration Services:	\$ 9,680
Commissioning Services:	\$ 8,470
<u>DSA Fee - Reimbursable Expenses:</u>	<u>\$ 1,750</u>
Total:	\$ 49,570

3. Schedule:

Basic Services Completion Schedule shall be revised as follows:

Design Services - 50% CD:	08/05/09 - 09/23/09
Design Services - 100% CD and DSA Approval:	09/23/09 - 12/01/10
Bid Phase Services:	12/02/10 - 03/01/11
Construction Administration/Closeout Services:	03/16/11 - 12/30/11
Commissioning Services:	09/12/11 - 09/16/11
Contract Expiration Date:	12/30/12

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 two (2) additional six month periods.

4. Basic Services & Scope of Work:

- Design, construction administration, and commission services to incorporate the District's new Building Automation System (BAS). Revise the standard specification, (Document titled: Division 25 00 00 BMS Standard Version 2.0.docx) and provide schematics or other drawing required to convert the entire building to the new Direct Digital Controls (DDC) including but not limited to the following:
 - New roof top air handling units (AHUs), RTU-1 and RTU-2 serving upper level classrooms.
 - All existing and new VAV boxes
 - Existing built up VAV air handler
 - Existing 2 X packaged rooftop AHUs serving the Cyber Café
 - New AC unit for server room
 - Existing boiler and hot water pump
 - Sub-metering for building; chilled water, gas, electric, and water supply
 - Controls of lighting systems and fire life safety interfaces
 - Consultant shall generate Bid Documents, obtain DSA approval, and provide addenda to incorporate all design requirements into the Bid Documents.
 - Consultant shall conduct design reviews and respond and incorporate user comments into the Bid Documents
 - Construction administration, testing, commissioning, inspections, and closeout requirements shall be included for the new BAS.
- All contract terms addressed in The Master Agreement, Project Authorization Amendment (PAA) F01, Revision #1 to PAA F01, Revision #2 to PAA F01, and Revision #3 to PAA F01 shall remain in place.

5. Invoicing Requirements

Remit all invoices to the following address:

Gilbane/MAAS Accounting
Foothill Community College
12345 El Monte Rd.,
Los Altos Hills, CA 94022

All invoices should include the following information:

- Measure C Project Number and Name: 100E Krause Center for Innovation – HVAC Upgrades
- All items billed against Schedule of Values, with percent of completion
- Purchase Order Number
- Commissioning Invoices shall be submitted separately and independent of the design, bid phase, and construction administration services.

6. Insurance Requirements

All insurance requirements addressed in The Master Agreement and Project Authorization Amendment #F01 shall ensue.

Revision agreed to by:

“DISTRICT”

Foothill – De Anza Community College District,
California Community College District

“CONSULTANT”

Enovity, Inc.

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

By: _____
Jonathan Soper,
Principal

Dated: _____

Dated: _____

**Revision #4 to Project Authorization Amendment #F01 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Enovity, Inc. dated August 31, 2010**

Purchase Order No.: MC100387
Master Agreement: 08/04/09
PAA #F01: 08/04/09
PAA Rev. #1: 10/01/09
PAA Rev. #2: 11/20/09
PAA Rev. #3: 08/31/10
PAA Rev. #4: 08/31/10

1. Assigned Project Description:

Measure C – Foothill College
PROJECT # 100E Krause Center for Innovation – HVAC Upgrades

2. Consultant's Compensation:

A. Allocation of Project Lump Sum Contract Price:

Original contract value (PO MC100387):	\$ 30,855
Net change in contract value from previous revisions:	\$ 18,715
Contract value prior to this revision:	\$ 49,570
<u>Net change in contract value due to this revision:</u>	<u>\$ 4,980</u>
New contract value including this revision:	\$ 54,550

B. Revised Schedule of Values (includes reimbursable, except DSA Fees)

Design Services:	\$ 33,230
Bid Phase Services:	\$ 1,420
Construction Administration Services:	\$ 9,680
Commissioning Services:	\$ 8,470
<u>DSA Fee - Reimbursable Expenses:</u>	<u>\$ 1,750</u>
Total:	\$ 54,550

3. Schedule:

Basic Services Completion Schedule shall be revised as follows:

Design Services - 50% CD:	08/05/09 - 09/23/09
Design Services - 100% CD and DSA Approval:	09/23/09 - 12/01/10
Bid Phase Services:	12/02/10 - 03/01/11
Construction Administration/Closeout Services:	03/16/11 - 12/30/11
Commissioning Services:	09/12/11 - 09/16/11
Contract Expiration Date:	12/30/12

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 two (2) additional six month periods.

4. Basic Services & Scope of Work:

- Design services for drawings and specifications for added finishes to the cyber café, including; cork flooring, interior paint, and associated finishes.
- All contract terms addressed in The Master Agreement, Project Authorization Amendment (PAA) #F01, Revision #1 to PAA F01, Revision #2 to PAA F01, Revision #3 to PAA F01, and Revision #4 to PAA F01 shall remain in place.

5. Invoicing Requirements

Remit all invoices to the following address:

Gilbane/MAAS Accounting
Foothill Community College
12345 El Monte Rd.,
Los Altos Hills, CA 94022

All invoices should include the following information:

- Measure C Project Number and Name: 100E Krause Center for Innovation – HVAC Upgrades
- All items billed against Schedule of Values, with percent of completion
- Purchase Order Number
- Commissioning Invoices shall be submitted separately and independent of the design, bid phase, and construction administration services.

6. Insurance Requirements

All insurance requirements addressed in The Master Agreement and Project Authorization Amendment #F01 shall ensue.

Revision agreed to by:

“DISTRICT”

Foothill – De Anza Community College District,
California Community College District

“CONSULTANT”

Enovity, Inc.

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

By: _____
Jonathan Soper,
Principal

Dated: _____

Dated: _____

Revision #3 to PAA #F-HMC-#2B

Revision #3 to Project Authorization Amendment #F-HMC-#2B dated August 30, 2010 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: 8/30/10

SCOPE OF WORK:

This added scope is to revise the DSA approved contract documents to include the new BAS (Building Automation System) that was specified by a District consultant. Specifically this increase in scope is to include the following:

- Implement a new system of automated Mechanical and Electrical controls (BAS) that will report to a centralized processing workstation in a location to be determined on the Foothill campus.
- Work included will involve Incorporating and Coordinating the new Specification Section 25 00 00, prepared by a District Consultant, and provided to HMC by the District, into our Bid Set Documents for 6201, 6300, 6500 modernization.
- Control Diagrams in the Bid Set documents for the 6201, 6300, 6500 modernization project will be modified to coordinate with the new approach to building control systems.
- KW meters and BTU meters are to be added at each building also, and additional electrical work to provide conduit and connectivity of the metering is anticipated as well.

That this work will be prepared as an Addendum to the DSA approved Bid Set documents, and that the work will be submitted to DSA for approval as part of the Bid Addendum.

COMPENSATION:

PAA value including previous revisions:	\$ 203,950.00
Net change in contract value due to this Revision #3:	\$ 20,750.00
New contract value including this amendment and Reimbursables:	\$ 224,700.00

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

Revision #03 to the Agreement of Services dated July 15, 2009 between Foothill-De Anza Community College District and TBP Architects.

REVISION DATE: **August 30, 2010**

SCOPE OF SERVICES

(PE Lab Space)

1. Provide BMS that include connections for the BMS
2. Provide telecom connection to the BMS
3. Provide one additional submeter
4. Replace the existing sink within the janitor closet
5. Replace all floor tiles with new at both women's and men's toilet rooms
6. Design two additional ADA parking stalls
7. Design new loading aisle drop off for future shuttle
8. Provide design coordination, bidding and construction administration services relating to the above design
9. Replace the single ply system currently in design with a preferred material chosen by the District (Press Box)
10. Provide revised drawings and specifications related to the above items.

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

TBP	<u>Revisions #03</u>
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Items 1 through 9	\$6,200
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A. Total Services Authorized:	\$6,200
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COMPENSATION SUMMARY:

Contract value prior to this revision:	\$ 287,490
Net change in contract value due to this revision:	<u>\$ 6,200</u>
New contract value including this revision:	\$ 293,690

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

Date

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Verde Design – Revision #02

Revision #02 to the Agreement (G877560) dated April 8, 2008 between Foothill-De Anza Community College District and Verde Design.

REVISION DATE: August 30, 2010

SCOPE OF SERVICES: (#142)

Includes additional fees for creating a color board for administrative approval for the fields and the modular team rooms.

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:

BASIC SERVICES	Authorized by <u>Revision #02</u>
A. Total Basic Compensation Authorized	\$ 303,049
REIMBURSABLE EXPENSES	
B. Not included in Basic Services	2,000
TOTAL FEES AUTHORIZED BY THIS AGREEMENT (A+B)	305,049 NTE

COMPENSATION SUMMARY:

Contract value prior to this revision:	\$ 305,049
Net change in contract value due to this revision:	<u>\$ 3,500</u>
New contract value including this revision:	\$ 308,549

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

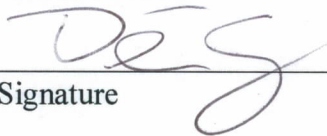
Date

Charles Allen

Executive Director of Facilities, Operations, and Construction Management

Foothill-De Anza Community College District

ARCHITECT


Signature

8/12/10
Date

Prime Contract Change Order

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

Date: 8/30/2010

To Contractor:

Zolman Construction and Development Inc.

565 Bragato Road

San Carlos, CA 94070

DSA Number

Architect's Proje

3449003

Contract Date:

Contract Number: MC101031

Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order #6 - August BOT

PCO	Description	Amount
047	Remove and Replace Redwood Siding in 1900 per IB#8. New substantial completion date for Phase I of 1900 is August 31, 2010.	\$28,839
026	Install new raceways from utility tunnel to building 5500 for fiber and fire alarm in open hydronic trench. Remove and Replace fiber utilizing new pathway.	\$20,998

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$199,629
The Contract Value prior to this Prime Contract Change Order was.....	\$4,942,629
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$49,837
The new Contract Value including this Prime Contract Change Order will be.....	\$4,992,466
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

Zolman Construction and Development Inc.

Foothill-De Anza Community College
District

ARCHITECT

1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

CONTRACTOR

565 Bragato Road
San Carlos, CA 94070

Address

By

SIGNATURE

DATE

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

Signature

Date: