

Board of Trustees Agenda Item

Board Meeting Date: December 6, 2010

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$692,230.25

De Anza College –

- A) Architectural Resources Group – Revision #3 to Purchase Order #G979220/PAA-3C – Baldwin Winery & East Cottage - \$3,197
- B) Architectural Resources Group – Revision #4 to Purchase Order #G979220/PAA-3C – Baldwin Winery & East Cottage - \$4,630
- C) Consolidated Engineering Laboratories – Agreement for Services – Mediated Learning Center - \$111,810
- D) Cleary Consultants, Inc. – Agreement for Services – Mediated Learning Center - \$28,800
- E) John Plane construction, Inc. – Change Order #8 – Seminar Building & Multicultural Center - \$6,058
- F) Petersen Dean Commercial, Inc. – Change Order #4 – Final – Roof & Trellis Repair – PE 1-2-6 & S7-8 - \$3,360
- G) Quali-Con Enterprise, Inc. – Agreement for Services – Mediated Learning Center - \$398,000

Foothill College

- H) City of Palo Alto – Change Order #2 to Rental contract – Time Extension – Soccer & Softball Complex - \$4,131.25
- I) Cleary Consultants, Inc. – Geotechnical Testing Services – Soccer & Softball Complex - \$39,475
- J) Quali-Con Enterprise, Inc. – Agreement for Services – PE Lab Space - \$33,000
- K) Valley Crest Landscape Development – Change Order #1 – Soccer & Softball Complex - \$36,692
- L) Zolman Construction & Development, Inc. – Change Order #9 – Modernization of Administration Building & General Classrooms - \$23,077

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

**Revision Number 3 to Project Authorization Amendment #3C
Between Foothill-De Anza Community College District
& Architectural Resources Group, Inc.**

Revision Number 3 to PAA #3C dated May 6, 2008 between Foothill - De Anza Community College District and Architectural Resources Group, Inc for Measure C Project 203 – Baldwin Winery

REVISION DATE: December 6, 2010

SCOPE OF WORK:

Provide additional structural engineer administration services due to the construction schedule extension.

COMPENSATION:

Original contract value:	\$ 131,701
Net change on contract value prior to this revision:	\$ 23,760
Contract value prior to this revision:	\$ 155,461
Net change in contract value due to this revision:	\$ 3,197
New contract value including this revision:	<u>\$ 158,658</u>

SCHEDULE:

Completion Date: 11/15/2011

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

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

Stephen Farneth

Principal
Architectural Resources Group, Inc

ARCHITECTURAL RESOURCES GROUP, INC.
Architects, Planners & Conservators



October 14, 2010

Tom Armstrong
Director, De Anza College Bond Program
Foothill-DeAnza Community College District
12345 El Monte Road
Los Altos, CA 94022

Re: Baldwin Winery Additional Services Request for
Degenkolb Engineers

Dear Tom:

Architectural Resources Group is submitting an additional services request based on the contingent additional services outlined in our contract for the Baldwin Winery construction contract extension. This additional services request is for Degenkolb Engineers.

The proposed fees to produce the work are as shown below.

	Redesign
Degenkolb	\$3,045
10% Consultant Mark-up	152
Total	\$3,197

The above fees do not include any time for value engineering or program revisions. If required, these would be additional services. We are available to start this work immediately. Please feel free to give me or Adria Oswald a call if there are any questions.


Aaron Jon Hyland, AIA
Principal

Attachments: Degenkolb Engineers Additional Services Request

Principals

BRUCE D. JUDD, FAIA
STEPHEN J. FARNETH, FAIA
TAKASHI FUKUDA
AARON JON HYLAND, AIA
NAOMI O. MIROGLIO, AIA
DAVID P. WESSEL, AIC, FAPT

Senior Associates

ANDREW G. BLYHOLDER, AIA
DEBORAH J. COOPER, AIA
GEE HECKSCHER, AIA
ARNIE HOLLANDER
M. BRIDGET MALEY
CATHLEEN MALMSTROM, AIA
SUSAN McDONALD, AIA
KATHERINE T. PETRIN
W. DEAN RANDLE, AIA

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fax 415.421.0127
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www.argsf.com



ADDITIONAL SERVICES AUTHORIZATION REQUEST

Client: Architectural Resources Group
Project Name: DeAnza College Winery Construction Schedule Extension
Location: San Francisco, California
Contract: All Terms and Conditions of the original contract between Degenkolb and Architectural Resources Group shall remain in effect.

Contact: Ms. Adria Oswald
Date: September 27, 2010
Job No.: A7445023.01 BG 001/070

ADDITIONAL SERVICES

We understand that the original completion of construction for the Winery Renovation was August 8, 2010. The current schedule has completion of construction on November 4th. Due to the schedule extension, we have had to keep engineering staff available to respond to construction related issues longer than anticipated and budgeted.

ADDITIONAL COMPENSATION

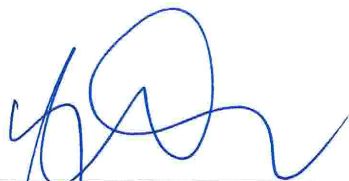
We request an increase to our contract total of \$3,045. Below is the worksheet used to estimate our efforts.


CONSTRUCTION DOCUMENTS:			
Designer staffed at 1.5 hrs/wk for 12 weeks extension	18 hours	@ \$135	
Project manager oversight	3 hours	@ \$205	
		Total:	\$3,045

Degenkolb Engineers:

Degenkolb Engineers:

Accepted by Client:


(Signature)
Kirk Johnston / Principal
(Printed Name / Title)


(Signature)
Raymond S. Pugliesi / Principal
(Printed Name / Title)

(Signature)

(Printed Name / Title)
Architectural Resources Group
(Company Name)

The following Degenkolb Engineers' personnel are licensed by the
California Board for Professional Engineers and Land Surveyors
(Effective July 26, 2010)

<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>	<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>
Ahlport, Jennifer	75896	.	Johnston, Laurie K.	57348	4522
Alexander, Nick	74344	.	Karim, Zubaid	29885	2306
Allen, Michael G.	65045	5414	Kayir, Hulya	73521	.
Ash, Cale R.	68913	5305	Kim, Insung	77087	.
Bansal, Anuj	53916	4583	Kneer, Erik	66230	5252
Barnard, Matthew P.	65063	5087	Lee, David	70897	.
Bartoletti, Stacy J.	53922	4293	Leuenberger, John F.	65293	5016
Bersofsky, Andrew M.	71688	.	Liu, James	63776	4935
Blaisdell, Mary Lisbeth	72770	.	Love, Jay	35034	2806
Bonneville, David R.	27717	2355	Low, Wayne A.	55830	4463
Braund, Michael	71576	.	Lumbard, Devon	71487	.
Brown, Wayne	77118	.	Malley, James O.	38451	3044
Burton, Henry	70193	5471	McNeill, Sean E.	55878	5316
Callister, Jeremy	72779	.	Mester, Matthew J.	73115	.
Celestino, Alvaro	71948	.	Mitchell, Andrew	64077	4960
Chatman, Kyle	74833	.	Mitchell, Carrie E.	57853	4558
Chen, Yu-Ning	73279	.	Mora, Christopher	67584	5225
Cheng, Chih-hung	57179	4501	Nacamuli, Adrian	62486	4857
Closs, Chad	75942	.	Nelson, Timothy A.	75415	.
Comber, Matthew	75424	.	Newell, James	76286	.
Dal Pino, John A.	36332	3114	Parra, Roger	57543	4510
DiBamaba, Brian A.	66500	5202	Pekelnicky, Robert G.	64989	5083
Drexler, Andrew P.	73496	.	Poland, Chris D.	27243	2336
Eggers, Jennifer B.	69544	.	Pugliesi, Raymond S.	48086	3968
Everingham, Lisa C.	73268	.	Razzano, Holly J.	49972	4107
Flores Ruiz, Jose	76286	.	Roi, Jeffrey S.	73953	.
Fougner, Lucie	67787	5262	Rookstool, Michael	68853	5301
Franco, Richard	58940	4886	Ruggeri, Luke M.	74339	.
Garza, Omar	71839	.	Sanders, Paul T.	71880	.
Gonzalez, David	64200	5111	Sandoval, Gina	62477	4855
Graf, Timothy	68039	5297	Scott, Andrew	61655	4809
Graff, Robert M.	65047	5113	Sinclair, K. Mark	59240	4712
Grogan, William	60281	4803	Steuck, Kyle	76269	.
Gross, Jennifer	72755	.	Suen, Wing Kam	57660	4761
Gross, L. Shane	65340	5128	Taylor, Chad	70484	5479
Halle, Jorn E.	47347	3933	Wray, Gordon	68548	5273
Halterman, Arne W.	65800	5090	Wyllie, Loring A.	17179	1648
Hernandez, Ricardo	61817	4932	Yaprak, Taskin Tolga	72927	.
Holman, Adam	75002	.	Yu, Kent	68958	5420
Jhutti, Pardeep	70935	.	Zepeda, Daniel	68493	5260
Johnston, Kirk	59031	4705			

This information is provided pursuant to section 138 of the Business and Professions Code and
Title 16, Chapter 5 California Code of Regulations section 463.5.

**Revision Number 4 to Project Authorization Amendment #3C
Between Foothill-De Anza Community College District
& Architectural Resources Group, Inc.**

Revision Number 4 to PAA #3C dated May 6, 2008 between Foothill - De Anza Community College District and Architectural Resources Group, Inc for Measure C Project 203 – Baldwin Winery

REVISION DATE: December 6, 2010

SCOPE OF WORK:

Provide additional services to update LEED credits for the Baldwin Winery & East Cottage Project due to required redesign caused by the Cottage collapse.

COMPENSATION:

Original contract value:	\$ 131,701
Net change on contract value prior to this revision:	\$ 26,957
Contract value prior to this revision:	\$ 158,658
Net change in contract value due to this revision:	<u>\$ 4,630</u>
New contract value including this revision:	\$ 163,288

SCHEDULE:

Completion Date: 11/15/2011

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

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

Stephen Farneth

Principal
Architectural Resources Group, Inc

ARCHITECTURAL RESOURCES GROUP, INC.
Architects, Planners & Conservators



October 14, 2010

Tom Armstrong
Director, De Anza College Bond Program
Foothill-DeAnza Community College District
12345 El Monte Road
Los Altos, CA 94022

Re: Additional Services Request for
LEED credit updates due to East Cottage Redesign

Dear Tom:

Architectural Resources Group is submitting an additional services request to update the LEED credits affected by the East Cottage collapse and redesign.

Our proposed fees to produce the work are as shown below.

	Redesign
ARG	\$1,400
List	3,230
10% Consultant Mark-up	323
Total	\$4,630

The above fees account for the following LEED credit revisions.

EAp2 Minimum Energy Performance

EAc1 Optimize Energy Performance

IEQp1 Thermal Comfort

MRc1.1 Building Reuse

The above fees do not include any time for value engineering or program revisions. If required, these would be additional services. We are available to start this work immediately. Please feel free to give me or Adria Oswald a call if there are any questions.

Aaron Jon Hyland, AIA
Principal

Principals

BRUCE D. JUDD, FAIA
STEPHEN J. FARNETH, FAIA
TAKASHI FUKUDA
AARON JON HYLAND, AIA
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www.argsf.com

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

This Agreement entered this 6th day of December, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories 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 \$ 111,810.00.
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 December 6, 2010 through December 5, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. **Non-Discrimination.**

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

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

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

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

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

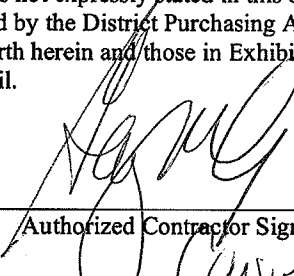
12. **Expenditure Of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period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

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

Foothill-DeAnza Community College District

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

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

 _____ Authorized Contractor Signature	<u>11-16-10</u> _____ Date
<u>Camel Dental Engineering</u> _____ Contractor's Company Name	
<u>94-2988193</u> _____ 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 Consolidated Engineering Laboratories _____, 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 Agreement for Services includes special inspection, testing, observation, and reporting services (excluding geotechnical and waterproofing scopes) required to meet applicable codes, regulations, and DSA requirements for all newly installed work including the MLC building and landscape improvements. These services shall be provided as required by the project documents and DSA requirements for owner provided third-party inspection.

Documents required by this Agreement for Services include, but are not limited to, daily site visit reports, monthly progress reports, lab test results reports, and appropriate final verified reports. Submittal reviews will be necessary as required by DSA for the following: concrete and asphalt concrete mix designs, structural and miscellaneous steel welding procedure specifications, procedures qualifications records and welder certifications. Special inspection and testing related meetings will include regular attendance at pre-installation meetings, and attendance as requested at weekly construction meetings and unique meetings scheduled to resolve specific issues which arise during the course of construction. Off-site inspections shall be included in this scope of services particularly for shop fabricated steel, batch plant mixes and any other items required by DSA and/or the project documents.

The scope for this Agreement for Services is based on the following attached documents: Consolidated Engineering Laboratories' response to request for proposal dated November 10, 2010, DSA form ORS-6, and DSA Form-103. If any additional services are required of the Special Inspector, and approved by the District, they shall be billed on a time and materials basis according to the hourly rates shown on Consolidated Engineering Laboratories' proposal.

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

The pricing for this Agreement for Services is based on Consolidated Engineering Laboratories' response to request for proposal dated November 10, 2010, The contract amount shall be a NTE amount of \$111,810. Payment to be billed on a monthly basis, and provided to Gilbane/Maas (Program Manager) for District approval.

Consolidated Engineering Laboratories shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2) 75% of the proposed number of specific tests/inspections have been performed, Consolidated Engineering Laboratories believes they have been directed to perform tests/inspections which are not included in the scope of this Agreement for Services.

The Agreement for Services contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional twelve month periods.

In any event, the total payment for services of contractor shall not exceed \$ 111,810 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 5th, 2012.

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

\$100,000

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.

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

This Agreement entered this 6th day of December, 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 \$ 28,800.00.
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 December 6, 2010 through December 5, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. Non-Discrimination.

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

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

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

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

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

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

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

Foothill-DeAnza Community College District

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

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

Authorized Contractor Signature

Date

Contractor's Company Name

Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

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

_____, hereinafter called "Contractor".

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

The scope of services for this project include Geotechnical testing, inspection, observation, and reporting services required to meet applicable codes, regulations, and DSA requirements for all newly installed work including the MLC building and landscape improvements. These services shall be provided as required by the project documents and DSA requirements for owner provided third-party inspection. Documents required by this contract include, but are not limited to, site visit reports, monthly progress reports, lab test reports and final verified reports. Geotechnical related meetings may include, but are not limited to, pre-installation meetings, weekly construction meetings as needed, and meetings to resolve specific issues which arise during the course of construction. The Geotechnical Inspector will be expected to provide site examination visits and consultation to the owner in matters of unforeseen and irregular conditions as they are discovered.

The scope for this Agreement for Services is based on the following attached documents: Cleary Consultants Proposal for soil engineering services dated November 10, 2010, DSA form ORS-6, and DSA Form-103. If any additional services are required of the Geotechnical Inspector, and approved by the District, they shall be billed on a time and materials basis according to the hourly rates shown on Cleary Consultant's proposal.

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

The pricing for this Agreement for Services is based on Cleary Consultants Proposal for soil engineering services dated November 10, 2010, The contract amount shall be a lump sum NTE \$28,800. Payment to be billed on a monthly basis, and provided to Gilbane/Maas (Program Manager) for District approval.

Cleary Consultants shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2) 75% of the proposed number of specific tests/inspections have been performed, Cleary Consultants believes they have been directed to perform tests/inspections which are not included in the scope of this Agreement for Services.

The Agreement for Services contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional twelve month periods.

In any event, the total payment for services of contractor shall not exceed \$ 28,800.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 5, 2012.

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 \$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.

Date: 12/6/2010

To Contractor:John Plane Construction, Inc.
100 North Hill Dr., Ste. 12
Brisbane, CA 94005

DSA Number

01-110252

Project #

Contract Date:

3/18/2010

Contract Number: 001

Change Order Number: 008

The Contract is hereby revised by the following items:

Change Order #8, December 6, 2010 BOT Meeting

PCO	Description	Amount
054	MCC: Empty Conduits for Flea Market - OD	\$3,806
045	RFI 145, MCC Broken Gas Vault - FC	\$1,195
055	Seminar door lite to window changes - OD	\$1,057

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$187,484
The Contract Value prior to this Prime Contract Change Order was.....	\$2,893,684
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$6,058
The new Contract Value including this Prime Contract Change Order will be.....	\$2,899,742
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/6/2010

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.

Noll & Tam Architects & Planners

ARCHITECT729 Heinz Street, #7
Berkeley, CA 94710

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

CONTRACTOR100 North Hill Dr., Ste. 12
Brisbane, CA 94005

Address

By

SIGNATURE

DATE

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

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

273 Roof and Trellis Repair: PE1-2-6 and S7-8
21250 Stevens Creek Blvd. Cupertino CA 95014

Project # 273
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/9/2010

To Contractor:

Petersen Dean Commercial, Inc.
7980 Enterprise Drive
Newark, CA 94560

Contract Date: 3/16/2010
Contract Number: MC101046
Change Order Number: 004

The Contract is hereby revised by the following items:

Change Order #4: This is the FINAL change order for this project. The total cost of this change order is \$3360. There shall be no extension of time for this change order

PCO	Description	Amount
020	Repair rotten ledger and tongue & groove deck boards at PE6 east facing roof	\$3,360

The original Contract Value was.....	\$1,242,000
Sum of changes by prior Prime Contract Change Orders.....	\$9,990
The Contract Value prior to this Prime Contract Change Order was.....	\$1,251,990
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,360
The new Contract Value including this Prime Contract Change Order will be.....	\$1,255,350
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/14/2010

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.

Allana Buick & Bers, Inc.

ARCHITECT

990 Commercial Street
Palo Alto, CA 94303

Address

By Mike Johns

SIGNATURE 

DATE 11.12.10

Petersen Dean Commercial, Inc.

CONTRACTOR

7980 Enterprise Drive
Newark, CA 94560

Address

By Joaquim Pereira

SIGNATURE 

DATE 11/9/10

Foothill-De Anza Community College District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 6th day of December, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, 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 \$ 398,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from December 6, 2010 through June 30, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. **Non-Discrimination.**

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

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

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

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

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

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

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

Foothill-DeAnza Community College District

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

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



Authorized Contractor Signature

11/16/2010
Date

QUAL-CON ENT. INC.

Contractor's Company Name

94-2360731

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 Quali-Con Enterprise, 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 Agreement for Services includes, but is not limited to, providing Division of the State Architect (DSA) and District required quality assurance inspection services for the construction of the Mediated Learning Center and landscape improvements at De Anza College. To ensure that the work is in compliance with DSA-approved plans and specification as well as all applicable codes, regulations and quality control required of public schools in the State of California, Quali-Con will provide all DSA required inspections, supervision and scheduling of special inspections, verification of materials using the Gilbane "Quality in Construction" program.

The specific activities required by this Agreement for Services are detailed in the attached Exhibit B. Quali-Con will provide (2) Class-I inspectors for the Mediated Learning Center project as well as administrative support. Project closeout activities are included in this Agreement for Services.

The scope for this Agreement for Services is based on the following attached documents: Quali-Con Enterprise, Inc's proposal dated November 10, 2010, Exhibit B – Inspector of Record Description of Services, DSA form ORS-6, and DSA Form-103. If any additional services are required of the Inspector of Record, and approved by the District, they shall be billed on a time and materials basis according to the hourly rates shown on Quali-Con Enterprise Inc's proposal.

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

The pricing for this Agreement for Services is based on Quali-Con Enterprise, Inc's proposal dated November 10, 2010. The contract amount shall be for a NTE amount of \$398,000.00. Payment shall be billed on a monthly basis, and provided to Gilbane/Maas (Program Manager) for District approval.

Quali-Con Enterprise, Inc. shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2), Quali-Con Enterprise Inc. believes they have been directed to perform services which are not included in the scope of this Agreement for Services.

The Agreement for Services contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional twelve month periods.

In any event, the total payment for services of contractor shall not exceed \$ 398,000.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2013.

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

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

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

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

Exhibit B
Construction of Mediated Learning Center

I. Inspector of Record Description of Services

The Inspector's services shall include, but not be limited to, providing Division of the State Architect (DSA) quality assurance inspection services, as requested by the District and required by DSA, for the Construction of the Mediated Learning Center construction project at De Anza College to ensure that the work is in compliance with DSA-approved project plans and specification as well as codes, regulations and quality control required of public schools in the State of California.

1. Perform the duties required of the DSA Project Inspector as required by Title 24, Part I as summarized in DSA IR-A8.
2. Issue correction and stop work notices and notify the Architect, the District and its Program/Construction Manager in writing if work does not conform to contract documents, including plans and specifications. If the Contractor fails to immediately correct the deviation, send copies of such notices to DSA.
3. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
4. Maintain liaison with District, Architect, Program/Construction Manager, and Special Testing & Inspection consultant, Geotechnical consultant, Waterproofing consultant, as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
5. Keep a file of approved contract documents on the Project site at all times, including all reports of test and inspections required by the construction documents, and shall immediately return any unapproved contract documents to the Architect.
6. The inspector shall at all times have immediate access to codes and regulations referred to in the construction documents.
7. Organize and maintain a complete system of construction records including, but not limited to:
 - a. Log book and/or inspection reports
 - b. Correspondence file
 - c. Change order file
 - d. Shop drawing and sample submittal file
 - e. Test and inspection file
 - f. DSA reports
 - g. Daily Reports
 - h. Monthly Reports
8. Submit, on a daily basis, an activity report to the Architect, District and Program Manager, including the following information:
 - a. Activities performed by the Contractors, and areas where work is performed.
 - b. Manpower assigned to each Contractor and Subcontractor.
 - c. Weather conditions.
 - d. Equipment and materials delivered to the site.
 - e. Construction equipment and vehicles utilized.
 - f. Nature and location of the work being performed.
 - g. Inspection by representatives of regulatory agencies.
 - h. List visitors to the site, titles, and reasons for visit.
 - i. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 - j. Verbal communication and clarifications of the work given to the Contractor.
 - k. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 - l. Record any work or material in place that does not comply with the codes, drawings or specifications applicable to the project, as well as resulting action taken to resolve those inconsistencies. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note collective actions taken.
 - m. Record start and completion dates for various portions of the work as well as substantial and final completions of the work.
9. Notwithstanding anything express or implied to the contrary, Inspector shall comply with all federal, state, county, and local government requirements.
10. Review and monitor Contractor's construction methods and procedures during all construction activities.

11. Attend all meetings as required by contract documents and/or requested by District and/or its Architect, and/or its Program/Construction Manager, including but not limited to: pre-construction, pre-installation, specification review, schedule review, coordination, weekly progress, payment review, substantial completion, punch list preparation, and final inspection walk-throughs.
12. Schedule all special Inspections and testing as required by the contract documents and also maintain all necessary backup information for processing invoice billings related to special inspections and tests of the project. Observe and record dates and times of all test procedures and results.
13. Maintain a record of all observed construction and of all inspections and tests, in a format acceptable to the Architect, District and DSA. All records shall be kept on site until completion of the project, and then shall be transmitted to the appropriate parties.
14. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur immediately and within 24 hours of Contractor's delivery to the job site.
15. Submit to the Architect and Program Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued.
16. Copies of inspection and observation results shall be sent to the District's Bond Director, the District's Program/Construction Manager, the Architect, and DSA as required by that agency. Copies may be required by other authorities having jurisdiction, such as the local fire department or environmental control districts.
17. Copies of reports sent to DSA shall be sent by the Inspector to the District, the District's Program/Construction Manager, the contractor and the Architect.
18. Work with the District, District's Program/Construction Manager, general contractor, subcontractors, and manufacturer's representatives as part of a Commissioning Team, according to all sections of the specifications that require testing, documentation and acceptance of all installed and working equipment.
19. Review and approve the Contractor's Payment Requests at payment review meetings.
20. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Program/Construction Manager.
21. Conduct final inspections, in coordination with the District's Program/Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.
22. At completion of project, deliver a copy of all inspection records and project correspondence to the District.
23. Prior to commencement of work, review the approved construction documents and shall provide the District's Program/Construction Manager with a list of anticipated inspections required by applicable codes.
24. Submit final verified reports, and DSA Form 6 to DSA in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal inspection of the construction work in all stages of its progress at the site.
25. The Inspector shall NOT:
 - a. Perform duties prohibited by DSA IR A8.
 - b. Authorize deviation from the construction documents.
 - c. Interfere with the work of the contractor or the District's Program/Construction Manager.
 - d. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
 - e. Coordinate activities of the District, District's Program/Construction Manager, College or contractor.
26. The Inspector shall not be responsible or liable for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the project.

II. Amount and Method of Payment:

Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.

1. Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
2. The District will pay the Inspector for services at the following rates: Class I Inspector: \$87.50 per hour, Class II: \$85 per hour, Class III for \$75 per hour, and administrative assistant for \$45 per hour.

3. Remit payment applications to:
Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022
4. In any event, the total payment for services of contractor shall not exceed \$398,000.00. The District shall have the right to withhold payment if it determines that the quantity or quality of the work performed is unacceptable.

III. Insurance Requirements per the Master Agreement:

All insurance requirements are applicable per the Agreement for Services. The following entities shall be named additionally insured per the Agreement for Services:

1. Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022
2. Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903
3. MAAS Companies, Inc
59857 Cascadel Drive
North Fork, CA 93643

End of Exhibit B

Quali-Con Enterprise, Inc.

Construction Consulting & Inspection Services

4004 Hope Lane ♦ Dunsmuir, CA 96025 ♦ (650) 291-3614 ♦ Fax (650) 949-7034

November 8, 2010

Scot Chamberlain
Gilbane Building Company for the,
Foothill/De Anza College District

Dear Scot,

In response to your inquiry about inspection services for the DeAnza MLC project, I have put together the following proposal.

Based on a construction duration of 18 months, starting in early 2011, and the scope information provided by you; Quali-Con will provide all DSA required inspections, supervision and scheduling of special inspections, verification of materials using the Gilbane "Quality in Construction" program, and administrative service for this project for a sum not to exceed \$398,000. Billing will be based on hours actually worked.

Per DSA requirement we will provide 2 DSA class one inspectors who will be available for the project. This proposal is based on my estimate that both inspectors will not be needed full time. One inspector will start the project, as the project ramps up the second inspector will start. During the course of the MLC project we will be inspecting several other smaller jobs for the District. This will help reduce the costs for the inspection of the MLC. As the project starts to wind up we will cut back to one inspector. Punchlist and closeout is anticipated to continue for an additional several months and is included in this proposal.

Sincerely,

Brook C. Bowman
DSA General Inspector--Class 1

Quali-Con Enterprise, Inc.

Construction Consulting & Inspection Services

4004 Hope Lane ♦ Dunsmuir, CA 96025 ♦ (650) 291-3614 ♦ Fax (650) 949-7034

January 21, 2010 revised November 10, 2010

Foothill/DeAnza College District
Art Heinrich and Tom Armstrong
12345 El Monte Road
Los Altos Hills, CA 9402

RATES FOR INSPECTION SERVICES IN 2010 and 2011

Basic hourly rate:

***Class 1 Inspector: \$90 per hour
Class 2 Inspector: \$85 per hour
Class 3 Inspector: \$75 per hour
Administrative Assistant: \$45 per hour

There is no overtime rate for occasional hours worked in excess of 8 hours as we do not anticipate this happening on a regular basis.

If a job requires regular overtime, the rate for weekdays and any work required on Saturdays is:

Class 1 Inspector: \$135 per hour
Class 2 Inspector: \$127.50 per hour
Class 3 Inspector: \$112.50 per hour

If we work on a Saturday for our convenience catching up on paperwork, filing, etc. there is no overtime charged.

Sunday and Holiday work is charged at:

Class 1 Inspector: \$180 per hour
Class 2 Inspector: \$170 per hour
Class 3 Inspector: \$150 per hour

***Discount rate for large MLC Project: \$87.50 per hour

Sincerely,

Brook C. Bowman
DSA General Inspector--Class 1

Quali-Con Enterprise, Inc.

Construction Consulting & Inspection Services

4004 Hope Lane ♦ Dunsmuir, CA 96025 ♦ (650) 291-3614 ♦ Fax (650) 949-7034

November 10, 2010

Scot Chamberlain
Gilbane Building Company for the,
Foothill/De Anza College District

Dear Scot,

Here is a likely breakdown of MLC Project Inspection time.

Class 1 inspectors;

Brook Bowman 2000 hours

John Riewerts 2000 hours

Administrative assistant

Donna Smith 1066 hours

Sincerely,

Brook C. Bowman
DSA General Inspector--Class 1

**Rental Contract / Permit**

Printed: 17-Nov-10, 04:21 PM

User: sgeminder

Contract #: 82156
Date: 13-Oct-10**User:** shiag
Status: Tentative**i) Purpose of Use** Field Rental
Foothill College softball**ii) Conditions of Use** Listed on "Field waiver"**iii) Date(s) and Time(s) of Use** # of Bookings: 55 Starting: Mon 08 Nov 10 01:00 PM
Ending: Fri 10 Dec 10 03:30 PM Expected: 0

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Sports Complex - Cubberley - Field #2	Mon	08-Nov-10	01:00 PM	08-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Mon	08-Nov-10	01:00 PM	08-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Tue	09-Nov-10	01:00 PM	09-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Tue	09-Nov-10	01:00 PM	09-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Wed	10-Nov-10	01:00 PM	10-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Wed	10-Nov-10	01:00 PM	10-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Thu	11-Nov-10	01:00 PM	11-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Thu	11-Nov-10	01:00 PM	11-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Fri	12-Nov-10	01:00 PM	12-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Fri	12-Nov-10	01:00 PM	12-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Mon	15-Nov-10	01:00 PM	15-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Mon	15-Nov-10	01:00 PM	15-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Tue	16-Nov-10	01:00 PM	16-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Tue	16-Nov-10	01:00 PM	16-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Wed	17-Nov-10	01:00 PM	17-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Wed	17-Nov-10	01:00 PM	17-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Thu	18-Nov-10	01:00 PM	18-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Thu	18-Nov-10	01:00 PM	18-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Fri	19-Nov-10	01:00 PM	19-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Fri	19-Nov-10	01:00 PM	19-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Mon	22-Nov-10	01:00 PM	22-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Mon	22-Nov-10	01:00 PM	22-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Tue	23-Nov-10	01:00 PM	23-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25

Rental Contract / Permit

Contract #: 82156
Date: 13-Oct-10

User: shiag
Status: Tentative

Sports Complex - Cubberley - Football	Tue	23-Nov-10	01:00 PM	23-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Wed	24-Nov-10	01:00 PM	24-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Wed	24-Nov-10	01:00 PM	24-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Thu	25-Nov-10	01:00 PM	25-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Thu	25-Nov-10	01:00 PM	25-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Fri	26-Nov-10	01:00 PM	26-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Fri	26-Nov-10	01:00 PM	26-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Mon	29-Nov-10	01:00 PM	29-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Mon	29-Nov-10	01:00 PM	29-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Tue	30-Nov-10	01:00 PM	30-Nov-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Tue	30-Nov-10	01:00 PM	30-Nov-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Wed	01-Dec-10	01:00 PM	01-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Wed	01-Dec-10	01:00 PM	01-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Thu	02-Dec-10	01:00 PM	02-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Thu	02-Dec-10	01:00 PM	02-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Fri	03-Dec-10	01:00 PM	03-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Fri	03-Dec-10	01:00 PM	03-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Field #2	Mon	06-Dec-10	01:00 PM	06-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Mon	06-Dec-10	01:00 PM	06-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Softball #1	Mon	06-Dec-10	01:30 PM	06-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Field #2	Tue	07-Dec-10	01:00 PM	07-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Tue	07-Dec-10	01:00 PM	07-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Softball #1	Tue	07-Dec-10	01:30 PM	07-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Field #2	Wed	08-Dec-10	01:00 PM	08-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Wed	08-Dec-10	01:00 PM	08-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Softball #1	Wed	08-Dec-10	01:30 PM	08-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Field #2	Thu	09-Dec-10	01:00 PM	09-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Thu	09-Dec-10	01:00 PM	09-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Softball #1	Thu	09-Dec-10	01:30 PM	09-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Field #2	Fri	10-Dec-10	01:00 PM	10-Dec-10	03:30 PM	\$56.25	\$0.00	\$0.00	\$56.25
Sports Complex - Cubberley - Football	Fri	10-Dec-10	01:00 PM	10-Dec-10	03:30 PM	\$100.00	\$0.00	\$0.00	\$100.00
Sports Complex - Cubberley - Softball #1	Fri	10-Dec-10	01:30 PM	10-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00

iv) Additional Fees

Rental Contract / Permit

Contract #: 82156
Date: 13-Oct-10

User: shiag
Status: Tentative

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$4,131.25	\$0.00	\$0.00	\$4,131.25	\$0.00	\$0.00	\$4,131.25	\$0.00

Balance of rental due and payable immediately

vi) Other Information

Prompt	Answer
Activity?	Foothill College softball
Equipment?	none

vii) Additional Notes

Field #2 - Sports Complex - Cubberley

Football - Sports Complex - Cubberley

Softball #1 - Sports Complex - Cubberley

X: _____

Mike Legarza

Foothill College - Fields
12345 El Monte Road
Los Altos Hills CA 94022
USA

Home: ()

Fax: (650)

Business: (650)949-7741

Date: _____

X: _____

Name:  SHIA GEMINDER

Title: RECREATION SUPERVISOR

City of Palo Alto Community Services

Date: 11-17-10

Foothill - De Anza Community College District

INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☐ Foothill College ☒ District Office ☐ District PO No: _____

This Agreement entered into this 16th day of November, 2010 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$76,700 or more. If sealed bids are required, this form of agreement cannot be used;
- C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost that exceeds \$20,000, it is not valid and services shall not commence unless and until the Board of Trustees grants approval. **Do not use this form for public project contracts of \$15,000 or more.**

1. CONTRACTOR INFORMATION:

Contractor's Name Cleary Consultants, Inc.

Address 900 N. San Antonio Road City Los Altos Zip 94022

Business Phone 650/948-0574 Fax No 650/948-7781 Home _____

Social Security Number _____ *Fed. Tax I.D. Number 94-2686609

*CONTRACTOR MUST PROVIDE W-9

Business License Number _____

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date last worked _____

If yes, specify last work location

Work Assignment

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) _____

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$76,700) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

Cleary Consultants, Inc. Was the soils engineer who performed the geotechnical investigation report for the Soccer and Softball Complex project.

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation if possible):

1. Laboratory testing of synthetic turf aggregate materials (base) every 250 to 500 tons (gradation, permeability, LA Abrasion, Durability, Sulfate Soundness, compaction) and review of submittals.
2. Site grading and building pad preparation, including fill placement and compaction.
3. Observation of footing excavations for restroom/team room, retaining walls, and drilled pier installations for gates/fences, batting cages.
4. Retaining wall backfilling and compaction.
5. Collection, delivery, testing, analysis, approval and transmittal of laboratory test

B. Contractor Fee for Services: \$ 39,475.00

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.)

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above:
\$ _____

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 39475.00
INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date November 16, 2010 Contract Ending Date November 16, 2011

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

6. STANDARD TERMS AND CONDITIONS:

- A.** CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B.** 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 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.
- C.** CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage. 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 combined single limit 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 combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
 4. Professional Liability insurance when applicable, 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.
- 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. Contractor shall not commence work under this Agreement until required insurance has been obtained.
- D.** The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 3 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- E.** Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- F.** Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.

- G.** Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.
- H.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- I.** Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- J.** The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees.

[Required prior to commencement of services if the total cost exceeds \$20,000.]

J

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 11th day of November, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, 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 \$ 33,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from November 11, 2010 through November 9, 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

INSURANCE CERTIFICATE ATTACHED - BACK PAGE

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).

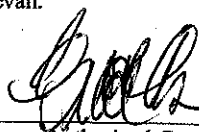
12. Expenditure Of Public Funds. Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three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

11/11/2010
Date

QUALI-CON ENT. INC.

Contractor's Company Name

94-2360731

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.)

Exhibit A
PE Lab Space

I. Description of Services

The Inspector's services shall include, but not be limited to, providing Division of the State Architect (DSA) quality assurance inspection services, as requested by the District, for the Modernization of Administration Building and General Classrooms construction project at Foothill College to ensure that the work is in compliance with DSA-approved project plans and specification as well as codes, regulations and quality control required of public schools in the State of California.

1. Perform the duties required of the DSA Project Inspector as required by Title 24, Part 1 as summarized in DSA IR-A8.
2. Issue correction and stop work notices and notify the Architect, the District and its Construction Manager in writing if work does not conform to contract documents, including plans and specifications. If the Contractor fails to immediately correct the deviation, send copies of such notices to DSA.
3. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
4. Maintain liaison with District, Architect, Construction Manager, Testing Lab, Asbestos & Lead Based Paint Abatement Monitor as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
5. Keep a file of approved contract documents on the Project site at all times, including all reports of test and inspections required by the construction documents, and shall immediately return any unapproved contract documents to the Architect.
6. The inspector shall at all times have immediate access to codes and regulations referred to in the construction documents.
7. Organize and maintain a complete system of construction records including, but not limited to:
 - a. Log book and/or inspection reports
 - b. Correspondence file
 - c. Change order file
 - d. Shop drawing and sample submittal file
 - e. Test and inspection file
 - f. DSA reports
 - g. Daily Reports
 - h. Monthly Reports
8. Submit, on a daily basis, an activity report to the Architect, District and Construction Manager, including the following information:
 - a. Activities performed by the Contractors, and areas where work is performed.
 - b. Manpower assigned to each Contractor and Subcontractor.
 - c. Weather conditions.
 - d. Equipment and materials delivered to the site.
 - e. Construction equipment and vehicles utilized.
 - f. Nature and location of the work being performed.
 - g. Inspection by representatives of regulatory agencies.

- h. List visitors to the site, titles, and reasons for visit.
 - i. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 - j. Verbal communication and clarifications of the work given to the Contractor.
 - k. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 - l. Record any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note collective actions taken.
 - m. Record start and completion dates for various portions of the work as well as substantial and final completions of the work.
9. Notwithstanding anything express or implied to the contrary, Inspector shall comply with all federal, state, county, and local government requirements.
 10. Review and monitor Contractor's construction methods and procedures during all construction activities.
 11. Attend all meetings as required by contract documents and/or requested by District and/or its Architect, and/or its Construction Manager, including but not limited to: pre-construction, pre-installation, specification review, schedule review, coordination, weekly progress, payment review, substantial completion, punch list preparation, and final inspection walk-throughs.
 12. Schedule all special Inspections and testing as required by the contract documents and also maintain all necessary backup information for processing invoice billings related to special inspections and tests of the project. Observe and record dates and times of all test procedures and results.
 13. Maintain a record of all observed construction and of all inspections and tests, in a format acceptable to the Architect, District and to DSA. All records shall be kept on site until completion of the project, and then shall be transmitted to the appropriate parties.
 14. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur immediately and within 24 hours of Contractor's delivery to the job site.
 15. Submit to the Architect and Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued.
 16. Copies of inspection and observation results shall be sent to the District's Bond Director, the District's Construction Manager, the Architect, and to DSA as required by that agency. Copies may be required by other authorities having jurisdiction, such as the local fire department or environmental control districts.
 17. Copies of reports sent to DSA shall be sent by the Inspector to the District, the District's Construction Manager, the contractor and the Architect.
 18. Work with the District, District's Construction Manager, general contractor, subcontractors, and manufacturer's representatives as part of a Commissioning Team, according to all sections of the specifications that require testing, documentation and acceptance of all installed and working equipment.

19. Review and approve the Contractor's Payment Requests at payment review meetings.
20. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
21. Conduct final inspections, in coordination with the District's Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.
22. At completion of project, deliver a copy of all inspection records and project correspondence to the District.
23. Prior to commencement of work, review the approved construction documents and shall provide the District's Construction Manager with a list of anticipated inspections required by applicable codes
24. Submit final verified reports to DSA in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal inspection of the construction work in all stages of its progress at the site.
25. The Inspector shall NOT:
 - a. Perform duties prohibited by DSA IR A8
 - b. Authorize deviation from the construction documents.
 - c. Interfere with the work of the contractor or the District's Construction Manager.
 - d. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
 - e. Coordinate activities of the District, District's Construction Manager, College or contractor.
26. The Inspector shall not be responsible or liable for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the project.

II. Amount and Method of Payment:

Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.

1. Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
2. The District will pay the Inspector for services at the following rates:
Class I Inspector: \$90 per hour. Administrative assistant \$45 per hour.
3. Remit payment applications to:
Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022
4. In any event, the total payment for services of contractor shall not exceed \$33,000.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of Agreement

The length of this Agreement shall commence on the date specified in the first paragraph of this contract, and shall continue until November 9, 2011. The Agreement may be extended for an additional length of time as agreed upon by both parties.

End of Exhibit A

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 \$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.

Prime Contract Change Order

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

Date: 12/6/2010

To Contractor:

Valley Crest Landscape Development
7039 Commerce Circle, Suite A
Pleasanton, CA 94588

DSA Number

Architect's Proje

142

Contract Date:

Contract Number: MC101462

Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order #1 - December 2010 BOT

PCO	Description	Amount
005	Supply and Install modular retaining wall as directed in Verde Field Directive #13.	\$36,692

The original Contract Value was.....	\$2,587,700
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$2,587,700
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$36,692
The new Contract Value including this Prime Contract Change Order will be.....	\$2,624,392
The Contract duration will be changed by.....	5 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

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

Verde Design

ARCHITECT

2455 The Alameda, Ste.200
Santa Clara, CA - 95050

Address

By Dennis Bethke

SIGNATURE

DATE

Valley Crest Landscape Development

CONTRACTOR

7039 Commerce Circle, Suite A
Pleasanton, CA 94588

Address

By

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:

Prime Contract Change Order

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

Date: 12/1/2010

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: 009

The Contract is hereby revised by the following items:

Change Order #9 - December BOT

PCO	Description	Amount
048	Vapor Emissions barrier in 5500 and 6400	\$12,107
051	Modify framing details at 5500 mezzanine for field conditions and can lights.	\$4,773
055	Blocking at 5500 Mezzanine for redwood siding per architect direction at 8/25/10 field walk	\$533
056	Credit for fire alarm cable pull to building 5500.	\$(1,101)
057	Zero cost time extension for completion of 1900 due to late move and mobilization of phase II.	\$0
058	Additional joist framing as required due to existing structural members in building 1900	\$1,369
059	Redwood trim work per RFI 189 that addressed field conditions	\$5,396

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$322,524
The Contract Value prior to this Prime Contract Change Order was.....	\$5,065,524
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$23,077
The new Contract Value including this Prime Contract Change Order will be.....	\$5,088,601
The Contract duration will be changed by.....	30 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	2/27/2011

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

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road
San Carlos, CA 94070

Address

By

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

1 - Prime Contract Change Order

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

College Approval

Signature

Date: _____
