

Board of Trustees Agenda Item

Board Meeting Date: February 7, 2011

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$511,600.20

De Anza College –

- A) Architectural Resources Group – Revision #6 to PO #G979220/PAA-3C – Baldwin Winery & East Cottage - \$4,958
- B) Noll & Tam Architects – Revision #4 to PAA #2-C to Master Agreement – Seminar Building & Multicultural Center - \$1,442
- C) The Ratcliff Architects – Revision #8 to Agreement – Mediated Learning Center - \$109,795

Foothill College

- D) Calstate Construction – Change Order #1 – PE Lab Space Remodel - \$7,720
- E) Chevron Energy Solutions – Change Order #3 – Photovoltaic Arrays Lot 2/3 - \$31,791
- F) Clarke Inspection Group, Inc. – Service Agreement for Inspector of Record – Utilities Infrastructure Upgrades Phase I - \$71,746.20
- G) Cleary Consultants, Inc. – Agreement for Geotechnical and Soil Engineering Construction Services – Physical Sciences & Engineering Center - \$118,900
- H) HP Inspections, Inc. – Special Inspection and Testing Services – Soccer and softball Complex - \$35,025
- I) HP Inspections, Inc. – Change Order #1 – Photovoltaic Arrays Lots 2/3 - \$0
- J) Kleinfelder – Change Order #1 – Photovoltaic Arrays Lot 2/3 - \$0
- K) Quali-Con Enterprises – Change Order 31 – Photovoltaic Arrays Lot 2/3 - \$0
- L) WRNS Studio, LLP – Revision #1 to PAA F-WRNS-2B – Parking & Circulation - \$96,500
- M) Zolman Construction and Development, Inc. – Change Order #2 – Renovation of Language Arts Classrooms, Building 6200, 6300, and 6500 - \$33,723

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

Measure C Detail
2011

- A. Title:** Revision #6 to PO #G979220/PAA-3C
Vendor: Architectural Resources Group (ARG)
Agreement Date: November 6, 2007
Campus: De Anza College
Project No.: 203
Project Name: Baldwin Winery & East Cottage
Amount: \$4,958.90
For: Provide additional Architectural and Structural Engineering design services for the Baldwin Winery & East Cottage Project. Additional services required due to extended DSA re-build document review for the East Cottage.
Action: Approve
- B. Title:** Revision #4 to PAA #2-C to Master Agreement
Vendor: Noll & Tam Architects
Agreement Date: May 6, 2008
Campus: De Anza College
Project No.: 205
Project Name: Seminar Building & Multicultural Center
Amount: \$1,442
For: Additional structural design services.
Action: Funding is included in the current. Approval
- C. Title:** Revision #8 to Agreement
Vendor: The Ratcliff Architects
Agreement Date: June 17, 2008
Campus: De Anza College
Project No.: 261
Project Name: Mediated Learning Center
Amount: \$109,795
For: Additional design, studies, coordination and construction administration services necessary to address owner requested revisions and as required for resolution of the Department of the State Architect review comments.
Action: Funding for this item is available within the current project budget. Approval
- D. Title:** Change Order #1
Vendor: Calstate Construction
Agreement Date: November 1, 2011
Campus: Foothill College
Project No.: 109
Project Name: PE Lab Space Remodel
Amount: \$7,720

For: Costs associated with increasing the size of the temporary facility to house the weight room during construction: additional costs of larger tent and floor pad.

This change plus all previously approved change orders equal to 1.3% of the base contract value.

Action: Ratification

E. Title: Change Order #3
Vendor: Chevron Energy Solutions
Agreement Date: March 31, 2010
Campus: Foothill College
Project No.: 154
Project Name: Photovoltaic Arrays Lot 2/3
Amount: \$31,791
For: Installation of additional lighting in Lot 2/3, removal and replacement of concrete sidewalk to facilitate placement of new loop road light poles, and replacement of two existing electrical pullboxes with a new traffic rated pullbox, as requested by the District.

Total project changes represent 6.3% change to the contract value.

Action: The funding is included in the current budget.
Approval

F. Title: Service Agreement for Project Inspector of Record
Vendor: Clarke Inspection Group, Inc.
Agreement Date: December 7, 2010
Campus: Foothill College
Project No.: 135
Project Name: Utilities Infrastructure Upgrades Phase I
Amount: \$71,746.20
For: Inspector of Record inspection services for the Utilities Infrastructure Upgrades Phase I project, as required by the Division of the State Architect.

Action: The funding for this change is within the current budget.
Approval

G. Title: Agreement for Geotechnical & Soil Engineering Construction Services
Vendor: Cleary consultants, Inc.
Agreement Date: February 1, 2010
Campus: Foothill College
Project No.: 160
Project Name: Physical Sciences & Engineering Center
Amount: \$118,900
For: Geotechnical engineering, observation and testing services related to project construction, including services required for Division of State Architect closeout.

- The funding for these services is within the current budget.
- Action:* Approval
- H. Title:** Special Inspection and Testing Services
Vendor: HP Inspections, Inc.
Agreement Date: January 20, 2011
Campus: Foothill College
Project No.: 142
Project Name: Soccer and Softball Complex
Amount: \$35,025
For: Provide special inspection services as required by the Division of the State Architect.
- The funding for this contract is within the current budget.
- Action:* Ratification
- I. Title:** Change Order #1
Vendor: HP Inspections, Inc.
Agreement Date: June 18, 2010
Campus: Foothill College
Project No.: 154
Project Name: Photovoltaic Arrays Lot 2/3
Amount: \$0
For: A no-cost time extension for testing and inspection of the additional loop road lighting work.
- Action:* Ratification
- J. Title:** Change Order #1
Vendor: Kleinfelder
Agreement Date: June 18, 2010
Campus: Foothill College
Project No.: 154
Project Name: Photovoltaic Arrays Lot 2/3
Amount: \$0
For: A no-cost time extension for the geotechnical investigation of the additional loop road lighting work.
- Action:* Ratification
- K. Title:** Change Order #1
Vendor: Quali-Con Enterprises
Agreement Date: June 18, 2010
Campus: Foothill College
Project No.: 154
Project Name: Photovoltaic Arrays Lot 2/3
Amount: \$0
For: A no-cost time extension for Inspector of Record services for the additional loop road lighting work.
- Action:* Ratification
- L. Title:** Revision #1 to PAA F-WRNS-2B

Vendor: WRNS Studio, LLP
Agreement Date: March 22, 2010
Campus: Foothill College
Project No.: 162
Project Name: Parking & Circulation
Amount: \$96,500
For: Architectural services to coordinate a concept design of the PSEC Threshold and bus stop including input from the VTA that addresses pedestrian, vehicular, bus, and bicycle safety; for traffic consulting services for new traffic signals at Lot 1 and the PSEC Threshold; for architectural design services for accessibility improvements to parking lot 4B; and for coordination of the campus-wide approach to accessible parking with the DSA.

Action: The funding is included in the current budget.
Approval

M. Title: Change Order #2
Vendor: Zolman Construction and Development, Inc.
Agreement Date: October 18, 2010
Campus: Foothill College
Project No.: 110
Project Name: Renovation of Language Arts Classrooms, Building 6200, 6300 and 6500
Amount: \$33,723
For: Correction to some door hardware at both Building 6300 and 6500; Revisions to design of walls, roof structure and skylight at Building #6200 in response to uncovered site conditions; Change of specification of 18 projection screens as requested by ETS.

Total project changes represent 2.32% change to the contract value.

Action: The funding is included in the current budget.
Ratification

**Revision Number 6 to Project Authorization Amendment #3C
Between Foothill-De Anza Community College District
& Architectural Resources Group, Inc.**

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

REVISION DATE: February 7, 2011

SCOPE OF WORK:

Provide additional architectural and structural engineer design services due to extensive document coordination required by DSA.

COMPENSATION:

Original contract value:	\$ 131,701.00
Net change on contract value prior to this revision:	\$ 58,025.00
Contract value prior to this revision:	\$ 189,726.00
Net change in contract value due to this revision:	<u>\$ 4,958.90</u>
New contract value including this revision:	\$ 194,684.90

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



January 12, 2011

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
East Cottage Collapse Redesign

Dear Tom:

Attached please find a further additional service request from Degenkolb Engineers. We are currently carrying a \$10,000 line item in the approved PAA for the unknowns. Degenkolb is requesting \$13,599.00, plus our 10% mark-up of \$1,359.90 equals \$14,958.90.

We respectfully request an additional \$4,958.90 for the added work in the DSA coordination.

Please feel free to give me a call if there are any questions.

Sincerely,

Aaron Jon Hyland, AIA
Principal

Attachments: Degenkolb letter dated 1/7/11

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

Offices

SAN FRANCISCO
PASADENA
SEATTLE
PORTLAND

Northern California Office

Pier 9, The Embarcadero
San Francisco, California 94111
e-mail arg@argsf.com
fax 415.421.0127
415.421.1680
www.argsf.com

January 7, 2011

Mr. Aaron Hyland
Architectural Resources Group
Pier 9, The Embarcadero
San Francisco, California 94111

Reference: **DeAnza College East Cottage Collapse
New Building Redesign
Cupertino, California
[Degenkolb Job Number A7445023.02]**

Dear Aaron:

As you are aware, we recently completed the DSA back check for the DeAnza Cottage Redesign. When we began the redesign work after the collapse of the original building, we had made many design assumptions based upon our initial meetings with DSA and their verbal agreement on the approach to use. However, we found that there were a number of design issues that DSA required that were beyond our original design approach. In addition, DSA changed their mind on a few original aspects of the design that required us to redesign and re-analyze some components of the design. As a result we exceeded our original contract amount for the DSA Plan Review and Back Check phase of the project. The following is a list of additional items that were required to complete back check that had not been anticipated in the original scope of work:

1. **DSA Plan Reviewer Meeting:** The plan reviewer had many comments related to the design that were in conflict with the original approved design. As a result, there was a need to meet at DSA with the plan reviewer to discuss the plan review comments and try to get resolution of some of the conflicts.
2. **DSA Plan Reviewer Change:** The plan reviewer who provided plan review comments for the submittal drawings retired after we received his comments and while we were working to revise the drawings for back check. The meeting noted in item 1 was with the original plan reviewer. However, the final back check was with a different plan reviewer who became involved only after the original plan reviewer retired. This required us to do additional coordination with the new plan reviewer and get him to agree to items that we had already discussed with the original plan reviewer.
3. **Reanalysis for Higher Wind Exposure:** The original DSA approved cottage renovation was designed using a wind exposure of B, which correlates to a building being located in a city setting with other buildings around. Our initial meetings with DSA discussed the design criteria to use for the new design, and the design wind exposure was never mentioned. During plan review a comment was made that the building needed to be designed for wind exposure C. This exposure is for a building that doesn't have anything around it, creating higher design wind load. We made the argument that the original DSA approved design had exposure B and were told that DSA had discretion to require the higher exposure and they were doing so. Therefore, we had to reanalyze the building and lateral force resisting elements and adjust the design to compensate for the increased loading.

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4. **Wall and Chimney Framing Elevations:** DSA required us to draw specific wall and chimney framing elevations to include in the construction documents. These two items were covered well enough by the detailing in our drawings and the architectural drawings to construct them. However, the plan reviewer required explicit drawings to clarify the framing requirements. Therefore, we had additional drafting and engineering time to include these items.
5. **Roof Truss Deferred Approval:** The original approach for the DSA drawings was to include the pre-manufactured trusses with the construction document submittal. This was done for the initial plan review submittal. However, there were delays from the truss manufacturer getting the documents and design for the trusses finalized for the DSA back check in a timely manner. Therefore, in order to complete back check to allow the construction to proceed, the trusses were shifted to a deferred approval approach. This required us to include all the truss loading diagrams on our structural drawings and add notations for the truss designers. In addition, the truss manufacturer had some internal difficulties providing a complete DSA submittal in terms of the design loading criteria. Consequently, we needed do multiple reviews of their drawings and calculations to confirm they were complete prior to their DSA deferred submittal.
6. **Foundation to Floor Detailing:** The DSA plan reviewer objected to the original approved design detail for the floor framing at the concrete foundation. As a result there was additional correspondence with DSA and the plan reviewer trying to resolve the issue. The final result was to add a non-structural curb around the building to address the DSA concerns. Structurally we were asked to revise the foundation details at the chimney to incorporate the curb extension into the foundation.

The following is a breakdown of the additional time spent to resolve these issues:

DSA Plan Review & Back Check:	Hours	Rate	Total
Cad Specialist	36	\$96/hr	\$3,456
Design Engineer	63	\$136/hr.	\$8,568
Principal	7	\$225/hr.	\$1,575
		Total:	<u>\$13,599.00</u>

We made every effort possible to expedite the resolution of the DSA plan review comments and complete the back check process. However, as described above there were a number of challenges that were not anticipated in our original fee proposal.



January 11, 2011

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As you know, this project came as a result of the original building collapse during construction, causing us to start over with a new design. When we originally submitted our fee proposal for the reconstruction, we requested to bill hourly on the project so that we would be certain that our costs would be covered should any issues arise with the DSA plan review. However, such a fee arrangement could not be accommodated. As a result we are requesting additional services of \$13,599.00 for the items discussed above. Since this all came as a result of the building collapse, we feel that we should not have to take a loss on the redesign of the project.

Please call if you have any questions or comments. Please return a signed copy of this letter indicating your acceptance. We appreciate your efforts to obtain these extra service fees for us.

Very truly yours,

DEGENKOLB ENGINEERS

Kirk Johnston
Principal

James O. Malley
Senior Principal

ACCEPTED:

Architectural Resources Group

BY:

DATE:

PURCHASE ORDER OR
REFERENCE NUMBER:

This proposal is valid for 60 days. Please advise us immediately if an extension is necessary.

**Revision Number 4 to Project Authorization Amendment #2-C
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

Revision Number 4 to PAA #2-C dated May 6, 2008 between Foothill - De Anza Community College District and Noll & Tam Architects for Multicultural Center.

REVISION DATE: **February 7, 2011**

SCOPE OF WORK:

This Revision includes additional structural design services required due to the contractor coring an additional hole through an existing structural beam. The bracing had to be designed and submitted to DSA.

COMPENSATION:

Original contract value:	\$ 147,372
Net change in contract value from previous revisions:	\$ 18,760
Contract value prior to this revision:	\$ 166,132
Net change in contract value due to this revision:	<u>\$ 1,442</u>
New contract value including this revision:	\$ 167,574

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

Amendment agreed to by:

OWNER

Signature	Date
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Charles Allen

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

ARCHITECT

Signature	Date
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Chris Noll

Principal
Noll & Tam Architects

The Ratcliff Architects – Revision #08

Revision #08 to the Standard Form of Agreement (Purchase Order #G979234)
dated June 17, 2008 between Foothill-De Anza Community College District and
The Ratcliff Architects.

DATE OF REVISION:

February 07, 2011

SCOPE:

Attend additional meetings required to review 100% CD document comments.

Provide utilities and hard/landscape relocation required to coordinate with adjacent projects
under construction.

Provide additional structural engineering studies and coordination required to achieve
Department of the State Architect approval of plans for construction.

Provide additional design and construction administration services for owner requested revisions
at Anthropology department casework, Flint Center low voltage tie-in and building security
system augmentation.

COMPENSATION:

Original contract value:	\$ 4,624,300.00
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Net change in contract value from previous revisions:	\$ 124,325.00
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Contract value prior to this revision:	\$ 4,748,625.00
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Net change in contract value due to this revision:	\$ 109,795.00
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New contract value including this revision:	\$ 4,858,420.00
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SCHEDULE:

No Change

OTHER:

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

Amendment agreed to by:

OWNER

Signature	Date
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Charles Allen

FHDACCD - Executive Director of Facilities, Operations, and Construction Management

CONSULTANT

Signature	Date
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Print Name

The Ratcliff Architects

Prime Contract Change Order

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

Date: 1/19/2011
To Contractor:
Calstate Construction
3680 Yale Way
Fremont, CA 94538

DSA Number
Architect's Proje
Contract Date: 11/1/2010
Contract Number: MC110748
Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order 1 - February 2011 BOT

PCO	Description	Amount
001	Temporary weight room equipment pad	\$7,720

The original Contract Value was.....	\$597,888
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$597,888
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$7,720
The new Contract Value including this Prime Contract Change Order will be.....	\$605,608
The Contract duration will be changed by.....	9 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.

IBP Architecture

Calstate Construction

Foothill-De Anza Community College
District

ARCHITECT

1000 Burnett Ave. Suite 140
Concord, CA 94520

Address

By

SIGNATURE

DATE

CONTRACTOR

3680 Yale Way
Fremont, CA 94538

Address

By

SIGNATURE

DATE

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:



calstate
CONSTRUCTION INC.

Monday, December 20, 2010

Michael Hohl
Gilbane MAAS
12345 El Monte Road
Los Altos Hills, CA

Re: COR #1rev1 - Temporary Pad/Facilities/Tent
Foothill College PE Lab
Project #10-005

Mr. Hohl,

Calstate Construction, Inc. is pleased to provide the attached cost breakdown to perform additional work as follows:

Description:	Allowance
Total Cost:	\$7,719.61
Time Extension:	

Please provide prompt approval so work can commence with as little schedule impact as possible. Also note that any time requested as part of this change order request includes only time to perform work and does not include the review and approval process. CSCI reserves its right to additional time, should it be deemed necessary by CSCI solely. Please do not hesitate to contact our Office at 510.657.1800 with any questions with regards to the foregoing.

Respectfully,

Justin Borrego

cc: Project File

attach: Breakdown

Date: 12/20/2010

Project: Foothill College PE Lab

COR#: 1rev1

Directive: _____

Description: Temporary Pad/Facilities/Tent

CALSTATE CONSTRUCTION, INC.

LABOR			
CLASSIFICATION	HOURS	RATE	EXTENDED
Layout	2	82.5	\$ 165.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
MATERIAL			
DESCRIPTION	QUANTITY	RATE	EXTENDED
200' Hose	1	75	\$ 75.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
EQUIPMENT			
DESCRIPTION	Unit	RATE	EXTENDED
Temporary Fence (LF)	132	2	\$ 264.00
Temporary Toilet (Mos.)	4	4100	\$ 16,400.00
Temporary Tent (Mos.)	4	5176.43	\$ 20,705.72
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 37,369.72
		Calstate Subtotal	\$ 37,609.72
	15%	Overhead	\$ 5,641.46
	0%	Profit	\$ -
		Total CSCI	\$ 43,251.18
		Subcontractor Total	\$ 7,040.00
	5%	CSCI Markup	\$ 352.00
		Allowances	\$ (43,000.00)
		Total	\$ 7,643.18
	1%	Bond	\$ 76.43
		Grand Total	\$ 7,719.61

SUBCONTRACTOR: HSR Inc.

SUB REFERENCE: Alternate

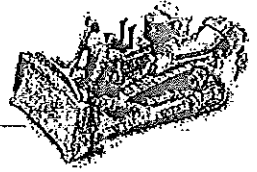
SUBCONTRACTOR PERFORMED WORK

LABOR			
CLASSIFICATION	HOURS	RATE	EXTENDED
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
MATERIAL			\$ -
DESCRIPTION	QUANTITY	RATE	EXTENDED
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
EQUIPMENT			\$ -
DESCRIPTION	HOURS	RATE	EXTENDED
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -
15% Subcontractor O&P			\$ -
Subcontractor Total			\$ 7,040.00



General Engineering Contractors

1345 Vander Way, San Jose, CA 95122 (408) 562-9956 (408) 562-9957 (fax) CSLB #574623



November 30, 2010

Project: Foothill College PE Lab Space – Los Altos Hills
Addenda 1 and 2 acknowledged

Calstate Contruction Inc.

Scope of Work: Site Demo, Earthwork and Paving

- [REDACTED]
- 1) Erosion control by others
 - 2) Sawcut for asphalt and vertical curb removal
 - 3) All asphalt and concrete will be recycled
 - 4) Rough grade site for new improvements
 - 5) Excavate trench and pit for new French drain system
 - 6) Offhaul excess soil (Approx 162 CY) – assumed clean soil
 - 7) Install filter fabric, fabric wrapped 4" ADS N-12 pipe and CL2 permeable rock in trench
 - 8) Install filter fabric and 8"-12" boulders in 4' deep pit (per plan)
 - 9) Make finish subgrade for new asphalt and concrete areas
 - 10) Place 6" of ¾" CL2 baserock for new concrete paving areas
 - 11) Place 5" of ¾" CL2 baserock for asphalt paving areas
 - 12) Place 3" of ½" medium asphalt for new asphalt paving areas
 - 13) Includes perimeter grind and overlay (detail 24 on sheet A1.3)
 - 14) Prime, tack and fog seal as required (new work only)
 - 15) Install new ADA signage, bumpers and striping
- [REDACTED]

Temporary Weight Equipment Pad - \$7,040.00

Install - \$5,540.00

- Prep area for baserock pad (3,200 sq ft) – Gilbane wants 1% slope prior to fabric placement
- Install 3,200 sq ft baserock storage pad (4" of ¾" baserock over Mirafi 500X fabric)

Removal - \$1,500.00

- After project completion, restore overflow parking grades

Jake French

Jake French

HSR Inc. (Union Signatory and SBE certified)

Estimator

(408) 533-1137



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc.
Chevron ES Project #: DWCES-32262
Chevron ES Contract # CU1117

Change Order No. 3

Customer Contract Title: Energy Services Contract	Customer Contract No. CU1117
Customer Contract Effective Date: March 31, 2010	Change Order Effective Date: February 7, 2011

Customer Name:	Foothill-DeAnza Community College District
Customer Address:	12345 El Monte Road, Los Altos Hills, California
Phone Number:	650-949-6150
Contact:	Attention: Charles Allen
Job Location:	Foothill College – 12345 El Monte Road, Los Altos Hills, CA

Reason for/Description of Change Order:	<u>Scope of Work:</u> See Attachment A. <u>Contract Amount:</u> \$31,791.00
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Original Contract Amount:	\$6,956,648.00
Prior Change Order(s) Will Add (Deduct):	\$407,112.00
This Change Order Will Add (Deduct):	\$31,791.00
Revised Contract Amount:	\$7,395,551.00
Original Contract Start Date (Signed):	03/31/10
Original Contract Complete Date:	09/06/10
Revised Contract Complete Date:	02/15/11

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street, 18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator



Attachment A

Scope of Work:

Provide all engineering, construction management, project management, equipment to:

- 1) Furnish and install two traffic rated Pull Boxes.**
- 2) Furnish and install 7 Wall Pack Lighting on Arrays**
- 3) Scope Change Loop Road Lighting (additional concrete)**
- 4) Light Tower rental, fuel and labor 9/15/10-2/15/11.**
- 5) Fencing and toilets for lighting project.**

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 7th 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 Clarke Inspection Group, 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 \$ 71,746.20.
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 01-03-11 through 06-30-12 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

12.08.2010

Date

CLARKE INSPECTION GROUP INC

Contractor's Company Name

20-1371315

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
Clarke Inspection Group, Inc., hereinafter called "Contractor".

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

Services to conform to DSA Inspector Duties and Performance Interpretations and Regulation Document IR A-8. See attached Exhibit "B" (Revision 2) to Agreement for Services, SCOPE OF SERVICES & PAYMENT for additional scope of services.

- 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)

Estimated contract amount was based on 20-hour work week over one year. Hours worked per week are expected to vary as the demand for inspector services will vary greatly throughout the project and after substantial completion. Demand for services may at some times require more than or less than or 20 hours per week and should be billed accordingly. Total contract is NOT TO EXCEED \$71,746.20 on time and material basis.

Send invoices to:
Gilbane/MAAS
Attention: Susan Moore
12345 El Monte Rd.
Bldg. 5998
Los Altos Hills, Ca. 94002

See attached Exhibit "B" (Revision 2) to Agreement for Services, SCOPE OF SERVICES & PAYMENT.

In any event, the total payment for services of contractor shall not exceed \$ 71,746.20 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, 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. Personal Automobile Liability insurance with limits not less than \$500,000 each occurrence for Bodily Injury and Property Damage shall be maintained on any personal vehicles throughout the course of the project;
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” to Agreement for Services

SCOPE OF SERVICES & PAYMENT

I. General

- 1.1 The Contractor shall hereinafter be referred to as the Inspector.
- 1.2 Acting as an independent contractor, the Inspector shall provide the District with inspection services for the Utilities Infrastructure Upgrades Phase 1 at Foothill College (Project).
- 1.3 The Inspector and its assistant inspectors shall be qualified building inspectors licensed by the California Division of the State Architect (DSA) at the classification level required by DSA, capable of providing competent, adequate inspections of the Project.
- 1.4 The District reserves the right to approve or disapprove assistant inspectors assigned by the Inspector to the Project.
- 1.5 The District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District’s own forces. The Inspector shall notify the District if any such independent action will in any way compromises the Inspector’s responsibilities under this Agreement.
- 1.6 The Architect for the Project is: Salas O’Brien Engineers
- 1.7 The Contractor is: Taber Construction
- 1.8 Construction Manager is: Gilbane MAAS
- 1.9 The District will provide the Inspector with office space at or near the Project site adequate for the performance of its work, including provision of furniture, telephone and data connection.

II. Inspector’s Responsibilities

- 2.1 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 on a continuous full-time or non-continuous basis, for the Project 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. The Inspector shall:

- 2.1.1 Perform the duties required of the DSA Project Inspector as required by Title 24, Part 1 as summarized in DSA IR-8.
- 2.1.2 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.
- 2.1.3 Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
- 2.1.4 Maintain liaison with District, Architect, Construction Manager, Testing Lab, and Asbestos & Lead-Based Paint Abatement Monitor as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
- 2.1.5 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.
- 2.1.6 Maintain immediate access to codes and regulations referred to in the construction documents.
- 2.1.7 Organize and maintain a complete system of construction records including, but not limited to:
 1. Log book and/or inspection reports
 2. Correspondence file
 3. Change order file
 4. Shop drawing and sample submittal file
 5. Test and inspection file
 6. DSA reports
 7. Daily Reports
 8. Monthly Reports
- 2.1.8 Submit, on a daily basis, an activity report to the Architect, District and Construction Manager, including the following information:

1. Activities performed by the Contractors, and areas where work is performed.
 2. Manpower assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed.
 7. Inspection by representatives of regulatory agencies.
 8. Visitors to the site, titles, and reasons for visit.
 9. Occurrences or conditions that might affect Contract Sum or Contract Time.
 10. Verbal communication and clarifications of the work given to the Contractor.
 11. 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.
 12. 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 corrective actions taken.
 13. Start and completion dates for various portions of the work as well as substantial and final completions of the work.
- 2.1.9 Notwithstanding anything express or implied to the contrary, comply with all federal, state, county and local government requirements.
- 2.1.10 Review and monitor Contractor's construction methods and procedures during all construction activities.
- 2.1.11 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.
- 2.1.12 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.
 - 2.1.13 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.
 - 2.1.14 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.
 - 2.1.15 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.
 - 2.1.16 Send copies of inspection and observation results to the District's Bond Director, the 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.
 - 2.1.17 Send copies of reports sent to DSA to the District, the Construction Manager, the Contractor and the Architect.
 - 2.1.18 Work with the District, 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.
 - 2.1.19 Review and approve the Contractor's Payment Requests at payment review meetings.
 - 2.1.20 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.
 - 2.1.21 Conduct final inspections, in coordination with the Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.

- 2.1.22 At completion of project, deliver a copy of all inspection records and project correspondence to the District.
- 2.1.23 Prior to commencement of work, review the approved construction documents and provide the Architect and Construction Manager with a list of anticipated inspections required by applicable codes
- 2.1.24 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.
- 2.1.25 The Inspector shall NOT:
1. Perform duties prohibited by DSA IR A-8
 2. Authorize deviation from the construction documents.
 3. Interfere with the work of the Contractor or the Construction Manager.
 4. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
 5. Coordinate activities of the District, Construction Manager, College or Contractor.
- 2.1.26 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.

III. Payment

- 3.1 Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.
- 3.2 Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
- 3.3 The District will pay the Inspector for services at the following rates:

Class 1 Inspector (Primary): Michael Clarke \$60.00/hour

Class 2 Inspector (Secondary): Thomas Clarke \$60.00/hour

3.4 The total fee for the services of this Agreement shall not exceed: \$71,746.20. The NTE cost reflects \$62,388.00 based on 12 months at 86.5 hours per month (20 hours per week) with a 15% contingency for any added inspection time, contractor scheduling or unforeseen delays.

3.5 Estimated contract amount was based on 20-hour work week over one year. Hours worked per week are expected to vary as the demand for inspector services will vary greatly throughout the project and after substantial completion. Demand for services may at some times require more than or less than 20 hours per week and should be billed accordingly.

3.6 Remit payment applications to:

Gilbane/MAAS, Bldg 5998
Attn: Susan Moore
12345 El Monte Road
Los Altos Hills, CA 94022

IV. Contract Term

4.1 Construction of the Project requiring on-site inspection services is anticipated to be 340 calendar days after a notice to proceed is given to the Contractor.

4.2 The length of this Agreement shall be a total of 522 calendar days; 340 calendar days plus 182 days (6 months) to allow for completion of DSA closeout and for administrative closure of the Agreement; all invoices from the Contractor must be submitted for payment 45 days before termination of the Agreement.

End of Exhibit B

Foothill-DeAnza Community College District

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

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

This Agreement entered this _____ day of _____, 2_____, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and _____ CLEARY CONSULTANTS, INC. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 118,900.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from AGREEMENT DATE through JUNE 1, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

*****Page 1 of 6

PROJECT # 160 - Physical Science & Engr Center DESIGN FIRM Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Construction Services

Foothill-DeAnza Community College District

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

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

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

8. Non-Discrimination.

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

*****Page 2 of 6

PROJECT # 160 - Physical Science & Engr Center DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Construction Services

Foothill-DeAnza Community College District

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

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

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

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

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

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

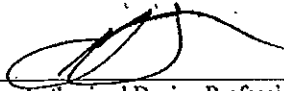
14. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations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

*****Page 3 of 6

PROJECT # 160 - Physical Science & Engr Center DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Construction Services

Foothill-DeAnza Community College District



Authorized Design Professional Signature

1/11/11

Date

GRANT FOSTER, G.E.

Print Name

CLEARY CONSULTANTS, INC.

Design Professional's Company Name

94-2686609

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Charles Allen, Executive Director

Title

12345 El Monte Road, Los Altos Hills, CA 94022

Address

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 160 - Physical Science & Engr Center DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Construction Services

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and CLEARY CONSULTANTS, INC
_____, hereinafter called "Design Professional".

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

SEE ATTACHED EXHIBIT "A" to AGREEMENT FOR SERVICES.

- 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)

In any event, the total payment for services of Design Professional shall not exceed \$ 118,900.00 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 1, 2013.

*****Page 5 of 6

PROJECT # 160 - Physical Science & Engr Center DESIGN FIRM Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Construction Services

Exhibit "A" to Agreement for Services

SCOPE OF SERVICES & PAYMENT

I. General

- 1.1 The Design Professional shall hereinafter be referred to as the Geotechnical Engineer.
- 1.2 Acting as an independent contractor, the Geotechnical Engineer shall provide the District with geologic/geotechnical and soil engineering services during construction for the Physical Sciences & Engineering Center at Foothill College (Project).
- 1.3 The Geotechnical Engineer shall base its services on the construction documents prepared by the Architect, and on the Geotechnical Engineer's previous geotechnical engineering report, supplemental geological hazards report, and other recommendations provided by the Geotechnical Engineer to the Architect and District.
- 1.4 The District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District's own forces. The Geotechnical Engineer shall notify the District if any such independent action will in any way compromises its responsibilities under this Agreement.
- 1.5 The Geotechnical Engineer shall coordinate its efforts with the District and its separate consultants and contractors to the benefit of the Project.
- 1.6 The Architect for the Project is: Ratcliff.
- 1.7 The Contractor is: Hathaway Dinwiddie
- 1.8 Construction Manager is: Gilbane Maas

II. Geotechnical Engineer's Services

The Geotechnical Engineer shall:

- 2.1 Perform soil engineering observation and testing during:
 - site grading
 - building pad subgrade preparation
 - foundation installation
 - ground anchor installation
 - retaining wall backfilling and backdrain installation
 - utility trench backfilling

- bioretention basin installation
- concrete flatwork preparation
- baserock placement and compaction during AC/concrete pavement installation

2.1.1 Observation may be continuous or intermittent as appropriate to the work in progress. The Geotechnical Engineer shall coordinate its services with the District's inspector of record and construction manager.

2.2 Perform all inspection and testing required by the California Building Code and as required by the Project's Division of the State Architect (DSA) form DSA-103:

2.1.2 Prepare and distribute reports as required by the California Building Code and DSA using forms approved by DSA.

2.1.3 Complete in a timely manner all geological/geotechnical-related reports required by DSA to close and certify the Project, including the Geotechnical Verified Report, DSA-293.

2.3 Attend Project meetings appropriate to the course of construction, including preconstruction meetings, as requested by the construction manager or inspector of record.

2.4 Review construction documents in preparation for its services and consult with the Contractor, Construction Manager and District during bidding and pre-construction phases, as requested.

2.5 The Geotechnical Engineer shall NOT:

- Authorize deviation from the construction documents without prior approval of the Architect and/or the District.
- Interfere with the work of the Contractor or the Construction Manager.
- Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.

2.6 The Geotechnical Engineer 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.

III. Payment

3.1 Payment for the supplemental geohazard report fee will be made as a lump sum payment.

3.2 Payment will be made to the Geotechnical Engineer for actual hours spent in providing the other geologic/geotechnical and soil engineering services of this Agreement, and for actual cost of equipment and laboratory charges.

3.3 Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.

3.4 The District will pay the Geotechnical Engineer for services at the following rates:

LUMP SUM

Supplemental Geohazard Report Fee (lump sum): \$4,600.00

HOURLY RATES

Principal:	\$145.00
Senior Engineer/Senior Engineer Geologist:	\$125.00
Senior Project Engineer/Senior Project Engineering Geologist:	\$105.00
Senior Engineering Technician:	\$ 95.00
Staff Engineer/Staff Engineering Geologist:	\$ 85.00
Drafting/Laboratory:	\$ 50.00
Administrative Assistant:	\$ 45.00

EQUIPMENT/LABORATORY CHARGES

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

3.5 The total fee for the services of this Agreement shall not exceed: \$118,900.00

3.6 Remit payment applications to:

Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022

IV. Contract Term

4.1 Construction of the Project requiring on-site geotechnical engineering services is anticipated to occur between February, 2011 and February, 2013.

4.2 This Agreement shall be in effect through June 1, 2013 to allow for completion of DSA closeout and for administrative closure of the Agreement; all invoices from the Geotechnical Engineer must be submitted for payment 45 days before termination of the Agreement.

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 \$50,000 each claim.

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

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

Foothill-DeAnza Community College District

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

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

This Agreement entered this 20th day of January, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and HP Inspections, Inc. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$35,025.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from January 20, 2011 through January 20, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

*****Page 1 of 6

PROJECT # 142 DESIGN FIRM _____
BRIEF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

8. Non-Discrimination.

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

*****Page 2 of 6

PROJECT # 142 DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

*****Page 3 of 6

PROJECT # 142 DESIGN FIRM _____

BREIF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date

Print Name

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 142 DESIGN FIRM _____

BREIF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District _____
HP Inspections, Inc. _____, hereinafter called "Design Professional".

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

Provide special inspection services for the Foothill College Athletic Field Improvement Project Phase II as required by the DSA-103 Statement of Structural Tests and Special Inspections.

- 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)

Fees for services are based on actual hours worked on the project staff and billed monthly.

Submit all invoices to:
Susan Moore
Gilbane/MAAS
Project 142
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022

In any event, the total payment for services of Design Professional shall not exceed \$35,025.00 _____ 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 _____ January 20 _____, 2 011 _____.

*****Page 5 of 6

PROJECT # 142 _____ DESIGN FIRM _____

BREIF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District

Exhibit "T" Insurance Requirements

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

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

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

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

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

*****Page 6 of 6

PROJECT # 142 DESIGN FIRM _____
BRIEF DESCRIPTION OF TYPE OF SERVICE _____

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

CHANGE NO. 001 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 11 day of January, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and HP Inspections hereinafter called "Contractor."

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

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

None.

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
HP Inspections _____,

hereinafter called "Contractor".

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

This is a no cost time extension to 4/30/11. Scope of work has not changed.

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

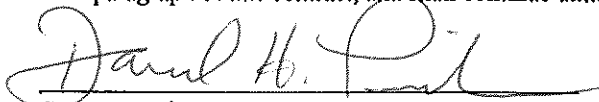
None.

ORIGINAL AGREEMENT AMOUNTS \$ 37,041.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0
NEW TOTAL AGREEMENT AMOUNTS \$ 37,041.00

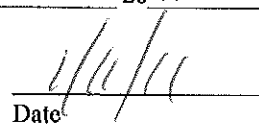
Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

In any event, the total payment for services of contractor shall not exceed \$ 37,041
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until April 30 20 11.



Contractor Signature


Date

HP Inspections

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

CHANGE NO. 001 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 11 day of January, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Kleinfelder hereinafter called "Contractor."

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

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

None.

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Kleinfelder _____,

hereinafter called "Contractor".

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

This is a no cost time extension to 4/30/11. Scope of work has not changed.

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

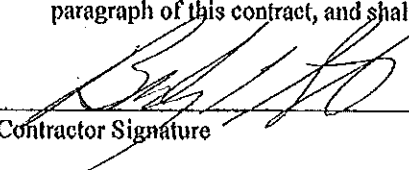
None.

ORIGINAL AGREEMENT AMOUNT \$ 13,550.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0
NEW TOTAL AGREEMENT AMOUNT \$ 13,550.00

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

In any event, the total payment for services of contractor shall not exceed \$ 13,550.00
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 April 30 20 11.


Contractor Signature

1/20/2011
Date

Kleinfelder

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

CHANGE NO. 001 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 11 day of January, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise hereinafter called "Contractor."

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

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

None.

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Quali-Con Enterprise _____,

hereinafter called "Contractor".

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

This is a no cost time extension to 12/31/11. Scope of work has not changed.

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

None.

ORIGINAL AGREEMENT AMOUNT \$ 28,200.00 _____
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0 _____
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0 _____
NEW TOTAL AGREEMENT AMOUNT \$ 28,200.00 _____

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. _____

In any event, the total payment for services of contractor shall not exceed \$ 28,200.00
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until December 31 20 11.

Contractor Signature

Date

Quali-Con Enterprise

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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

Revision #2 to PAA F-WRNS-2B

Revision #2 to Project Authorization Amendment F-WRNS-2B dated March 22, 2010 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 162 – Parking and Circulation.

AMENDMENT DATE: January 12, 2011

SCOPE OF SERVICES:

Replace Section I "General" with the following, where **bold text** indicates changes to the original PAA.

I. General:

1. Provide Full Design, Engineering, and Contract Administration Services for the following projects based on the approved concept design document and as shown on the "Attachment A – Parking & Circulation Projects":
 - a. Parking Lot 1
 - b. PE Access Road Widening
 - c. Parking Lots 2/3 (**buffer zone and central spine only**)
 - d. Parking Lot 5A
 - e. Parking Lot 5B (complete SD and DD phases only)
 - f. Parking Lot 6
 - g. **Parking Lot 4B (accessibility improvements)**
2. Whereas the funding source for the projects above in I.1.a-g are provided by the following Measure C projects:
 - a. Project #114; Lot 2/3 Security Improvements
 - b. Project #124; Loop Road Lighting & Safety
 - c. Project #127; Lot 6 and Lot 5a
 - d. Project #132; Loop Road Resurfacing
 - e. Project #134; Exterior Signage (partial funding)
 - f. Project #138; Slurry Coat and Re-stripe Lots 2 & 3
 - g. Project #139; Widen Access Road to PE
 - h. Project #155; Pedestrian Bridge to Lot 1
 - i. Project #162; Parking and Circulation
3. The following projects are excluded from Design Services, but the Architect will review them for conformance to Overall Campus Integration:
 - a. Project #115; FAAPS
 - b. Project #128; Complete Lot 1H
 - c. Project #126; Lot 4
 - d. Project #135; Utility and Technology Infrastructure
 - e. Project #160; Physical Science and Engineering Center (PSEC)
 - f. Project #113; Press Box

Replace Section II "Scope of Services" with the following, where **bold text** indicates changes to the original PAA.

II: Scope of Services:

1. The scope of services for the projects listed in section I.1 will be provided by WRNS Studio, LLP (Architect) and the following sub-tier design consultants unless otherwise noted as the District's consultant(s):
 - a. Meyer+Silberberg (Landscape/Soils/Arborist)
 - b. Sandis (Civil Engineer)
 - c. Fehr & Peers Transportation Consultants (Traffic)
 - d. Crosby Group (Structural Engineer)
 - e. Cleary Consultants (Geotechnical Engineer – District consultant)
 - f. Davis Langdon Associates (Estimating)
 - g. Silverman & Light (Lighting and Electrical)
 - h. Chevron Energy Solutions (Lot 2/3 Photovoltaics Design/Build – District Contractor)
2. Provide the scope of services as defined below.
 - A. Concept Design Review & Validation:
 - a. Collect and review existing drawings, reports and documents pertinent to the projects listed under I.1, I.2, and I.3.
 - b. Summarize site design parameters and constraints for each of the projects listed under I.1.
 - c. Coordinate site design documentation and analysis as required for ADA Transition Plan submittal to DSA, and District approval.
 - d. **Complete a Concept Design for the PSEC Threshold incorporating input from the Steering Committee, Police, VTA, and PSEC design team.**
 - B. Confirm Programming for projects listed under 1.1:
 - d. Schedule Meetings with Foothill College Steering Committee, Fire Dept, and Campus Police to confirm concept design scope and approaches.
 - C. Provide Base Drawing Documentation for Design:
 - a. Prepare preliminary base drawings using the Campus Survey – per section III below -- as the basis for design for the projects listed under I.1.
 - b. Deliverables as summarized under D below.
 - D. Summary of Design Deliverables:
 - a. Coordination of Parking & Circulation scope with the ADA Transition Plan developed for the Central Campus scope. **Prepare a Handicap Parking Hardship request and submit to DSA for approval.**
 - b. **100% Schematic Design / ~~Design Development~~ Package submittal, 100% Design Development Package submittal, and 50% and 100% Contract Document Package submittals** for the projects listed in I.1 above – including Loop Road and parking lot layouts, pathway connections to “threshold” areas, planting design & irrigation needs, storm water management, lighting and bicycle / pedestrian / vehicular circulation.
 - c. Drawings of projects shall be coordinated with future context of Central Campus scope including “thresholds”, ramp /stair /sidewalk and pedestrian safety fencing re-configurations.
 - d. Provide design documentation for widening / adding a sidewalk to existing PE road.
 - e. Document improvements to pedestrian and bicycle circulation, accommodations for bus traffic, fencing, and street lighting along the Loop Road.
 - f. Incorporate recommendations outlined in the Traffic Report to include mobility assessment for the loop road and access roads (to Smithwick Theater and PE complex); recommendations and design standards each study area: the pedestrian circulation, bicycle circulation, strategies for enhancing motor vehicle circulation, parking layout and traffic calming.
 - g. Incorporate new exterior signage into the construction documents, and renovate / relocate existing signage per the existing campus signage standards as appropriate within the limits of work for the projects in section I.1.

- E. Prepare Cost Estimate:
 - a. Develop a cost estimate defining probable construction costs, prepared by a professional estimator, based on the deliverables described in section D at the end of ~~SD/DD~~ SD, DD, and CD phases (100% Design Submittals).
 - b. Cost estimates shall be broken down by area, building or CSI division as appropriate to provide sufficient cost detail to support design stage cost management.
- F. Final Deliverables:
 - a. 100% Contract Documents ~~of final scope to be built in two phases and shall be submitted for bid at the agreed bid dates in accordance with article 2.5.9 of the Master Agreement~~ shall be organized in such a way that the projects in section I.1.a-g are delineated as separate construction phases providing the District with flexibility as to how and when construction phasing will be implemented.
 - b. Final determination of the grouping of projects in section I.1 into ~~two bid document separate construction bid packages~~ shall be determined by the District upon completion of the DD phase.
- G. Contract Administration during Construction
 - a. Construction Administration ~~services shall be provided for all projects in section I.1 in two phases as determined by the District at the completion of the DD phase. If projects are phased, grouped differently, or pursued piecemeal over a longer timeframe, the CA fee shall be adjusted accordingly.~~ fees shall be carried as an Allowance in section V.A and will be adjusted as needed once the District determines the bidding and construction phasing requirements.
 - b. Construction Administration services for the Photovoltaic Installation at Lots 2/3 is not included in the Architect's scope of services. If the District requires Contract Administration for the PVs and/or parking lot area during the PV project construction, then the CA fee shall be adjusted accordingly.
- H. Interface with Campus and District:
 - a. Attend meetings as required with College groups, including planning, user groups, and facilities staff, to collect data, review progress and seek approvals.
 - b. Architect shall include up to 2 coordination meetings during each design phase.
- I. Board Presentations:
 - a. Participate in one Board Presentation as required.

Replace Section IV "Schedule" with the following, where **bold text** indicates changes to the original PAA.

IV. Schedule:

- A. Complete all scope activities in section II.2.A-F by **September 1, 2011** ~~October 1, 2010~~. ~~Construction is anticipated to commence in 2011 with a completion date of no later than October 2012. If for any reason the schedule is delayed, or the construction is phased differently than section II.2.G.a, the fees may be adjusted accordingly.~~
- B. Complete all Cost Estimating as defined in II.2.E within 7 days after the completion of each design phase.
- C. Advance the Lot 2/3 and PE Access Road designs to support the design phase efforts of the District's design/build contractor (Chevron) for the photovoltaics at Lots 2/3. The design schedule for the PV's at Lots 2/3 is anticipated to be completed by June 15, 2010, and construction is anticipated to be completed by October 1, 2010 . If for any reason the schedule is delayed, the delivery model changes, or the construction is phased, fees may be adjusted accordingly.
- C. Architect shall submit an "Architectural Schedule" as defined in the Master Agreement Article 1.1.2 for District review within 2 weeks of the notice to proceed.

V. Project Construction Budget:

- A. The Project Construction Budget, as defined by Article 5.2 of the Master Agreement, shall be \$5,869,000.

Replace Section VI "Fees & Payment" with the following, where **bold text** indicates changes to the original PAA.

VI. Fees & Payment:

A. Fee Summary for Basic Services:

Schematic Design:	(15%)	\$ 91,319
Design Development	(25%)	\$153,436
Construction Documents	(35%)	\$211,070
DSA/Bidding Phase	(4%)	\$ 24,842
Construction Administration Allowance	(18%)	\$106,330
DSA Closeout	(4%)	\$ 23,810
<hr/>		
Subtotal		\$610,807
Traffic Allowance		\$ 15,000
Reimbursable Allowance		\$ 17,500
Total Not to Exceed Basic Services Fee		\$643,307
Revision #1 (Traffic Consulting)		\$ 10,000
Revision #2		\$ 96,500
PSEC Programming	\$ 25,000	
Lot 4B Design	\$ 23,500	
Traffic Signals at Lot 1 and PSEC	\$ 48,000	
Subtotal of Revisions #1 and #2		\$ 106,500
<hr/>		
Total Not to Exceed Fee		\$749,807

- B. Additional Services: On a time and materials basis based on rate schedule attached as Attachment "B".
- C. Reimbursable expenses: 1.1 times cost for reimbursables, including consultant reimbursables, based upon rate schedule attached as Attachment "C".
- D. Payment: Monthly for work performed the previous month.

COMPENSATION:

Original PAA value including Reimbursables:	\$	643,307.00
Net change in contract value due to previous Revision #1:	\$	10,000.00
Net change in contract value due to this Revision #2:	\$	<u>96,500.00</u>
New contract value including this amendment and Reimbursables:	\$	749,807.00

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


Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

John Ruffo
Partner
WRNS Studio, LLP

Prime Contract Change Order

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

Date: 1/19/2011

To Contractor:

Zolman Construction and Development Inc.

565 Bragato Road

San Carlos, CA 94070

DSA Number

Architect's Proje

Contract Date: 10/18/2010

Contract Number: MC110737

Change Order Number: 002

The Contract is hereby revised by the following Items:

PCCO#2

PCO	Description	Amount
001	Revised door hardware schedule per IB #1	\$6,632
009	Revised the door hardware schedule per IB #2	\$5,306
010	Provide furred wall and insulation per IB #3.	\$3,213
019	Enlarge the projection screen sizes and ratios from 58" x 104" 16:9 ration to 65" x 104" 16:10 & 45" x 80" to 57.5" x 92" requested by ETS.	\$1,683
020	Modify the existing door frame at Room #6201 from 3'-4" to 3'-0" per RFI #60 response.	\$545
018	Provide labor and material to replace the roofing and skylight at Room #6201 per IB#4.	\$16,344

The original Contract Value was.....	\$2,140,000
Sum of changes by prior Prime Contract Change Orders.....	\$16,132
The Contract Value prior to this Prime Contract Change Order was.....	\$2,156,132
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$33,723
The new Contract Value including this Prime Contract Change Order will be.....	\$2,189,855
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/17/2011

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

College Approval

Signature

Date: