

Board of Trustees Agenda Item

Board Meeting Date: May 2, 2011

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$423,827.67

De Anza College (only) –

- A) Allana Buick & Bers, Inc. – Project Authorization Amendment #D11 to Master Agreement – L-Quad Roofing & L7 HVAC Repairs - \$178,534
- B) Consolidated Engineering Laboratories – Special Inspection Services – Install Photovoltaic Arrays – Campus Wide (Lots A & B and Kirsch Center) - \$32,884 (Hourly, Not-to-Exceed value)
- C) Consolidated Engineering Laboratories – Revision #2 to Agreement – Baldwin Winery & East Cottage “Historic Renovation” - \$26,766.57
- D) John Plane Construction – Change Order #13 – Seminar Building and Multicultural Center - \$15,684
- E) Noll & Tam – Agreement for Services – Revision #3 to PAA 4C – Corporation Yard - \$3,013
- F) Quali-Con Enterprise, Inc. – Agreement for Services/Inspector of Record – Install Photovoltaic Arrays – Campus Wide (Lots A & B and Kirsch Center) - \$38,250 (Hourly, Not-to-Exceed value)

Foothill College (only) -

- G) Allana Buick & Bers, Inc. – Revision #1 – Building 3500 Glu-Lam Beam and gutter Repair - \$7,945
- H) Calstate – Change Order #4 – PE Lab Space Remodel - \$15,223
- I) HP Inspections, Inc. – Change #1 to Agreement of Services – Soccer and Softball Complex - \$6,750
- J) Carpet Standards
- K) Quali-Con Enterprise, Inc. – Agreement for Services/Inspector of Record – Soccer and Softball Complex - \$22,500
- L) Ratcliff Architects – Professional Services – Revision #10 – Physical Sciences & Engineering Center - \$54,857
- M) Salas O’Brien – Revision #4 to Design Professional Agreement – Utility and Technology Infrastructure Upgrades - \$4,200
- N) Zolman Construction and Development, Inc. – Change Order #12 – Modernization of Administration Building and General Classrooms - \$13,618
- O) Zolman Construction and Development, Inc. – Change Order #5 – Renovation of Language Arts Classrooms, Building 6200, 6300 and 6500 - \$3,603

***De Anza College & Foothill College -
None***

***Central Services –
None***

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

Submitted by: Charles Allen, Executive Director, Facilities, Operations, & Construction Management

Additional contact names: Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Director, Bond Program Management, Foothill College

Is backup provided? Yes

Title: Project Authorization Amendment D11 to Master Agreement

Vendor: Allana Buick & Bers, Inc.

Agreement Date: October 9, 2008

Campus: De Anza College

Project Number: 236D

Project Name: L-Quad Roofing & L7 HVAC Repairs

Amount: \$ 178,534

For: Professional Services including: design, bid phase, construction administration, and closeout phase. The project includes: 1) Roofing repairs on building L1, L2, L7, & L8 and, 2) new Building Automation System (BAS) and HVAC repairs on building L7.

Funding for this project is available within the current project budget.

Action Requested: Approval

**Project Authorization Amendment D11
Between Foothill-De Anza Community College District**

AMENDMENT made as of the 3rd day of May in the year Two Thousand & Eleven between the District:

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

and the Consultant:

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

For the following Project: MEASURE C - BOND PROJECT # 236D L-QUAD ROOFING & L7 HVAC REPAIRS

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

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

L-QUAD ROOFING & L7 HVAC REPAIRS

WHEREAS, the Consultants are duly qualified and properly licensed/registered to provide and perform the Basic Services under this PAA in conjunction with the Agreement.

1. Scope of Services

The PAA for this project includes the following: Provide investigation and preparation of design documents, bid phase services, and construction administration, closeout, and construction monitoring services for a maintenance project at De Anza Community College. The scope of work includes roofing maintenance on building L1, L2, L7, and L8, and HVAC repairs on building L7.

Design Phase Scope and Services:

General Requirements:

- Design services per the Master Agreement, with clarifications as follows:
 - L-Quad Roofing & L7 HVAC Upgrades is a "Design to Budget" project, with a maximum construction budget of \$1,390,000. In the event of budget scope conflict, the District shall have the option to reduce scope of work or increase the construction budget to proceed with the scope as established in this PAA, with no additional costs incurred by the District.

- All information and requirements identified in the Request for Proposal, dated April 4, 2011 and subsequent Amendment #1 apply to this agreement.
- Reconciliation of scope and budget shall be established in the Design Development Phase of the project, and all subsequent design phases.
- Basis of Design (BOD) shall be established by the following:
 - Previous flat and tile roofing projects completed in the Measure C Bond Program.
 - Consultant's field investigations and energy calculations to replace building L7's three (3) Air Handling Units (AHUs), which have reached serviceable life. The intent of this maintenance project is to replace existing AHUs with "like units" currently in operation. No performance issues are reported by the maintenance operations for cooling capacity; heating problems are reported for AHU # 2. Remove and reinstall the two (2) existing rooftop package units for the Data Center in building L7; the two rooftop packaged units have been in service for less than five (5) years.
 - Consultant's field investigation to determine air duct replacement requirements.
 - MS Word® document, titled Division 25 00 00 BMS Standard Version 2.0.docx, which contains a user guide and a generic Building Automation Specification (BAS) that shall be customized for building L7.
 - Consultant's field investigations and analysis for mold remediation, if required.
- Design phases shall include 50% Design Development, 100% Design Development Phase, and 100% Construction Documents.
 - At 50% Design Development Phase, the consultant shall complete as-built drawing and acquire all information to make decisions on the system repairs. Progress shall be made and communicated through drawings and specifications at the 50% Design Phase Review Meeting. The 50% Design Development Review meeting shall be used for decision points to move the project to final construction documents. The consultant shall provide recommendations to resolve scope budget conflicts, if required.
- Reconcile and provide input to the District on Scope, Budget, and Schedule. On time completion of construction is of critical importance to mitigate any impact to college operations. Construction duration is limited due to the availability of the facilities. Assessment of the scope of work and construction duration shall be assessed for 1) risk to a timely completion of the construction, 2) mitigation to those risks, and 3) revised scope to accomplish as much work as possible if required. Creative measures and potential compromise may be required for a successful outcome of the project objectives in regards to scope and schedule.
- Design Meetings: At a minimum the review process will include a design kickoff meeting, and three (3) formal design reviews; 50% Design Development (post field investigation), 100% Design Development Review, and 100% Construction Documents Review. Additional meetings: if the successful completion of this project requires additional meetings then the Program Manager shall adjust the design schedule as required by mutual agreement.
- Consultant shall provide meeting minutes for all design meetings.
- Respond to District's review comments, with actions taken or not taken and reasons.
- Provide six (6) sets of drawings and specifications with electronic copies of all documents at each design review meeting and two (2) sets of drawings and specifications for the Bid Phase Documents.
- Collaborate with Program Manager on Front Ends and Technical Specification to coordinate and remove redundancies between Front Ends and Technical Specifications.
- Provide updated construction estimates with electronic copies in Microsoft Excel Format at each design review meeting. Provide a revised 100%CD estimate after DSA back check, if required.
- Technical Specifications per 2004 CSI Master Format.
- The Consultant shall determine all Authorities Having Jurisdiction (AHJ) for this project including but not limited to the Division of the State Architect (DSA). If this project requires

AHJ approval, then the consultant shall attain approvals required by all AHJ to produce approved Construction Documents for the Bid Phase of the project. If this project does not require AHJ approval then the consultant shall advise the client three (3) weeks before the 100% Design Development Review meeting. The consultant shall assist with schedule changes for design and bid document approval phases to ensure start date for bid phase as defined in the Section 3; Basic Services Completion Schedule.

- Collaborate with the District's representatives to provide site logistics plans.
 - Prepare a site logistics plan to ensure safety and protection of students, faculty, the public at large, and property.
 - Project construction shall occur during the college summer session and the logistics plan will ensure access to all required entrances and protect the public from accidental falling objects from roofs and construction zones.
 - Site logistic plans will include staging locations and paths of travel for construction activities and pedestrian traffic.
 - Temporary measures shall be identified to include but not limited to fencing, barricades, overhead canopies and walkways, scaffolding, mesh screen, signage, points of connection for sanitary sewer for tile wash water discharge, and other means to protect the public during the construction period.
 - Identify protection measures of existing flat roofs that will not be replaced; buildings L1, L2, and L8.
 - Identify location of temporary cooling for the Data Center in buildings L7.
- Collaborate and coordinate with District representatives to access the construction activities and establish milestones for phasing of the work to complete the project on time with minimum disruption to the college's operations.
- Provide demolition plans for all associated maintenance and repairs.
- Collaborate with Newcomb Anderson McCormick (NAM), District/PG&E consultant to provide application and ruling for incentive or rebate programs via the CCC-IOU program with PG&E.
- Provide field investigations to verify new design is constructible and maintainable by plant personnel after construction is complete.

Specific Requirements:

Buildings L1, L2, and L8

- Tile roof repairs including removal and re-use of existing tile, replace broken tiles, installation of new underlayment and related new sheet metal flashings, including flashing to tile at concrete wall transitions.
- Parapet cement plaster replacement system with integral color finish coat and new Kynar coated coping.
- Remove and replace signage and associated lighting. Lighting under tile roof shall be relocated to fascia board. Design tile roof system with no tile roof penetrations.
- Fastener schedule to ensure material compatibility of roofing, blocking, and flashing systems.
- Repair details for substrate, decking, and fascia repairs.
- Painting of fascia boards and concrete wall above tile roof line and adjacent to parapet wall.
- Site logistics plan (see general requirements) shall identify tile wash areas and associated approved sanitary drain inlet locations for discharge of wash water.

Building L7

Roofing Maintenance:

- Tile roof repairs including removal and re-use of existing tile, replace broken tiles, installation of new underlayment and related new sheet metal flashings, including flashing to tile at concrete wall transitions
- Tile Roof and Parapet: L7 shall receive the same scope as described above for buildings L1, L2, and L8.
- Flat Roof Replacement
 - Provide field investigation to document as-built conditions; including but not limited to the following:
 - Location and dimensions of roof top equipment, appurtenances, and all associated roof penetrations.
 - Main and overflow drains; roof top locations and piping in attic
 - Existing slope and water pond issues
 - Above roof utilities, electrical, condensate, gas, water, etc.
 - Curb and sleeper locations
 - Decking and attachment; required for repairs to substrate
 - Perform roof test cuts to understand existing roof cross-sections, coordinate with the District's Lead and Asbestos consultant; provide test cut samples to consultant for the lead and asbestos survey, which shall be included in the bid documents.
 - Provide a single ply membrane roof, insulation, and substrate.
 - Provide walkway pad layout plan for maintenance activities.
 - Correct water ponding issues by re-sloping and provide additional drains, if required. Develop cricket and framing plan layout, or identify requirements for contractor supplied shop drawings. Consultant may use tapered insulation to correct water ponding, by mutual agreement with the District.
 - Identify penetrations to be raised, including electrical, gas, and misc. items during the course of the field investigation.
 - Removal and replacement of existing roof drains and overflow drains, and associated piping where applicable (consultant to determine piping replacement, if required - based on field investigations).
 - Provide additional drains as required by code, if required.
 - Additional roof drains and overflow drains with dedicated leader piping to attach to existing drain lines, if required by codes. The capacity of the drainage piping has not been a problem for the District.
 - Replacement of deteriorated decking; inspect attic space for deterioration during field investigation. Unknown locations are expected and identified during demolition.
 - Sleeper supports and associated membrane and flashing details
 - Installation of new base flashings
 - Installation of miscellaneous sheet metal flashings include edge metal and counter flashings
 - Condensate, electrical, and other utility lines layout.
 - Deck enclosure details at abandoned sleeper supports and curbs.
 - Flashing and storm collars at pipe penetrations.
 - Provide new curbing and flashing details for new central plant AHUs and existing HVAC Packaged Units for the Data Center, which shall be removed and reinstalled.
 - Condensate and electrical line layout with sleepers to support any roof conduit or pipe.
 - Repair and refinish wood sunscreen (not required on buildings L1, L2, and L8).
 - The flat roof has been leaking for an unknown period of time. Water damage has been reported and observed in the some of the classrooms. Mold may be associated with the leaking roof.

- Consultant shall perform field investigations to determine if repairs are required..
- Consultant shall employ a qualified consultant to access water damage and determine if mold exist in the attic space and work areas associated with this project. In the event water damage or mold is identified during the field investigation the consultant shall provide locations and details for repairs from the water damage. The investigation of water damage and mold conditions including sampling, testing, and reporting shall be included in the lump sum compensation of this PAA.
- Water Damage – Mold Remediation Allowance: Provide field investigation, sampling, and testing to determine if water damage or mold is identified during the field investigation phase of design, and provide a Specification in the Construction Documents to document the investigation and findings. The Consultant shall provide the following:
 - Design details to repair the water damage.
 - Provide a Mold Remediation Work Plan (CSI 02 85 00) that identifies scope of work, locations of work, and field tests required to remediate mold conditions and validate mold remediation is completed, if mold is identified.
 - Water damage – Mold Remediation Allowance is a lump-sum (not to exceed value); use of the allowance shall be approved by the District representative.

HVAC System Maintenance:

- The project objective is to perform HVAC maintenance on equipment and components that have reached serviceable life. The project constraints include 1) educational use of the facilities, which establishes the start and completion dates of the construction schedule, and 2) uninterrupted service of the Data Center for normal operations of the Data Center, including electrical, data, and cooling infrastructure services. Consultant shall make provisions and establish design requirement to accommodate temporary power and cooling for the Data Center for the construction activities. Site logistics and planning shall be incorporated in the drawings to accommodate temporary power and cooling for the Data Center if required. Construction activity phasing and sequencing shall be assessed to minimize the need for temporary power and cooling requirements.
 - The consultant shall provide leadership and incorporate requirements for uninterrupted service to the Data Center. The Data Center shall NOT have down time associated with the construction activities for the project. Creative measures must be developed by the Consultant to achieve the project intent, which may include phasing of construction, and/or temporary cooling and power, or other measures required to achieve the project's objectives.
 - Project requirements to provide a new BAS for the building shall be included in the design, construction phasing, and temporary measures of the construction activities.
- Field investigation for as-built drawings: Prepare as-built drawings required for HVAC repairs; which include but not limited to:
 - Three AHUs
 - Two (2) Packed Units for the Data Center
 - Ducts to diffusers/registers/grill (reuse outlets and inlets to serviced space and do not disturb if possible)
 - Reheat coils, ten (10) identified
 - BAS, existing Novar Controls
 - Electrical circuits and components required to complete the maintenance repairs.
 - Other utilities required for flat roof replacement
- Replacement and repairs shall include, but not limited to the following components:
 - Replace three (3) AHUs and associated equipment.
 - Remove and reinstall packaged units that service the Data Center

- Replace ducting and reheat coils as required; reasons shall include serviceable life, improved distribution, and improved efficiency.
- Evaluate and incorporate the addition of VAV boxes if the construction budget is adequate to include the new components.
 - VAV Design Allowance: the Consultant shall provide an assessment of the overall design parameters and construction budget constraints. If the Consultant determines that the construction budget allows incorporation of the VAV boxes, then the allowance shall be used to incorporate this feature into the repairs of the HVAC system. This allowance shall compensate the Consultant for all phases of the project. The allowance shall NOT be used to evaluate the feasibility of this feature. The Allowance shall NOT be used if the consultant determines that the construction budget is not adequate to support incorporation of this feature in the construction documents.
 - VAV Design Allowance is a lump-sum (not to exceed value); use of the allowance shall be approved by the District representative.
- The Consultant shall assess and design required Fire Alarm System features as required by building codes and the Division of the State Architect (DSA), if required.
 - Fire Alarm Systems Allowance: As-built documentation for the existing Fire Alarm System is not available. The consultant shall provide field investigation; employ consultant(s); and provide other means to provide AHJs with Building Fire Alarm Systems requirements to successfully obtain approved construction documents.
 - Fire Alarm Systems Allowance is a lump-sum (not to exceed value); use of the allowance shall be approved by the District representative.
- Provide recommendations and specification for the District to procure HVAC components that have lead times that prevent the Contractor from completing the project before the start of Fall Quarter 2012 (if required).
- Provide a new BAS, pursuant to Specification 25 00 00 Building Automation System (provided) and customize the specification and requirements in the Construction Documents to achieve the project objectives. Provide a pathway to connect the Building Controller to the network for connectivity to the Front End.
- Provisions are established to allow consultations with the author of the generic BAS specification. The Consultant shall have the ability to obtain clarifications from the author of the generic BAS specification. Costs incurred by the author of the BAS specification shall be borne by the District. Cost incurred by the Consultant for consultation and clarifications with the author of the generic specification shall be borne by the Consultant.
- A new BAS Front End is NOT a requirement of this project. It is anticipated that the new Front End shall be installed by the time this project enters the Bid Phase of the project. If the new Front End has been installed or is planned to be installed with another project initiated by the District, prior to the "Bid Phase" of this project, then the Consultant shall ensure that connectivity to the Front End shall be a requirement of this project.
- Provide metering for all building utilities including domestic water, gas, hydronic BTU meters, electric, etc., per the Generic BAS Specification, identified above.
- New conduit and/or pathways as required for all required system components, such as new field devices, actuators, temperature sensors, data pathways for BAS.
- Assessment of VAV boxes to be added to the project if budget constraints allow for improved design features.
- Electrical requirements to support the replacement of equipment, new circuits breakers, starters, and conduit as determined by the Consultant after field investigations and as-built drawings are prepared.
- New electrical conduit and wiring required as ascertained from the field investigations.
- Coordinate location and dimensions of roof top equipment, appurtenances, and all associated roof penetrations between HVAC, Electrical, and Waterproofing consultants
- Technical specifications for start-up and balancing.

- Technical specifications for independent third party commissioning of the upgraded HVAC systems.

AHJ Approval and Bid Phase Services – per the Master Agreement

Construction Administration Services

Construction Administration phase services per the Master Agreement, and includes but is not limited to any additional requirements identified below:

- Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that may arise.
- Construction meetings: Weekly per Section 3: Basic Services Completion Schedule.
- Provide and manage a submittal log at the construction kick off meeting for minimum requirements for a successful completion of the project.
- Review and approve Schedule of Values and Applications for Payment issued by the contractor.
- Review project for approval of substantial completions and supply AIA G704 Certificate of Substantial Completion.
- Provide a letter to the District at Final Acceptance stating that all requirements of the contract documents have been completed and accepted.
- After completion of the project, Consultant shall provide a list of preventative maintenance items for follow up by District maintenance personnel.

2. Consultant Compensation:

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

LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is a lump sum of
One hundred seventy-eight thousand five hundred thirty-four Dollars (\$178,534).

Schedule of Values (includes reimbursable, except DSA fees - if required):

50% Design Development Phase:	\$ 34,027
100% Design Development Phase:	\$ 31,972
100% Construction Documents Phase:	\$ 21,750
Bid Phase Services:	\$ 7,250
Construction Administration Services:	\$ 52,900
Closeout Phase Services:	\$ 5,560
Allowances:	
DSA – AHJ Approval Phase	\$ 8,075
Water Damage – Mold Remediation	\$ 4,900
VAV Design	\$ 3,300
Fire Alarm Systems	\$ 8,800
Total Lump Sum Fee including Allowance:	\$ 178,534

The above allowances shall be used at the District's discretion; if the allowances are not exercised then the total contract value is reduced by the allowance value. All allowances are not to exceed values. Partial use of the allowances shall be allowed with approval by the District.

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

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

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Design Kickoff Meeting	05/04//2011	05/04/2011
50% Design Development	05/04/2011	06/07/2011
100% Design Development	06/08/2011	07/05/2011
100% Construction Documents	07/06/2011	08/02/2011
DSA – AHJ Approval Phase (if required)	08/03/2011	11/22/2011
Bid Phase & pre-qualification of contractors	11/23/2011	03/20/2012
Construction Phase	03/21/2012	09/14/2012
Closeout Phase	09/17/2012	12/28/2012

4. **Invoicing Requirements.**

Remit all invoices to the following address:

Gilbane/MAAS Accounting
De Anza Community College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

All invoices should include the following information:

- Measure C
- Project Number and Name: 236D L-QUAD ROOFING & L7 HVAC REPAIRS
- All items billed against Schedule of Values, with percent of completion, past billing, current billing, and remaining balance by line item, with totals in each category
- Purchase Order Number

5. **Insurance Requirements per the Master Agreement.**

- All insurance requirements are applicable per the Master Agreement.
- Additionally Insured:
 - The following entities shall be named additionally insured per the Master Agreement:

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 9364

DISTRICT


Foothill – DeAnza Community College District
A California Community College District

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

Dated: _____

CONSULTANT

Allana Buick & Bers, Inc.

By:  _____
Eugene Buick,
Principal and COO

Dated: 4/19/11 _____

B.

Title: Special Inspection Services
Vendor: Consolidated Engineering Laboratories
Agreement Date: May 3, 2011
Campus: De Anza
Project Number: 251C
Project Name: Install Photovoltaic Arrays – campus wide
(Lots A & B and Kirsch Center)
Amount: \$32,884 (Hourly, Not-to-Exceed value)
For: Consolidated Engineering Laboratories will provide special inspections
and testing services as required by the DSA.

The funding for this contract is within the current budget.

Action Requested: Approval

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 3rd day of May, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 32,884.
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 May 3, 2011 through March 31, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to 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

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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

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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.

Charles Brice

Authorized Contractor Signature

04/18/11

Date

Consolidated Engineering Laboratories

Contractor's Company Name

94-2988193

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 Consolidated Engineering Laboratories, hereinafter called "Contractor".

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

Provide special inspection and testing services as required by the Division of the State Architect (DSA) and the Construction Documents for DSA Application Number 01-111923.

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

- 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 paid for ~~actual~~ hours, tests, and reports invoiced monthly, per the following:

OB **BILLED ON A TIME & MATERIALS BASIS, WITH 4 1/2 HOUR BILLING MINIMUMS**

Reinforced Concrete	\$ 9,814
Structural Steel Inspection	\$ 12,680
Epoxy Grouted Dowels	\$ 864
Contingency	\$ 7,948
Final Affidavit	\$ 350
Project Engineering and Management	\$ 1,328

TOTAL Not to Exceed \$ 32,884

Reference the attached Schedule of Values from Consolidated Engineering Laboratories for rates.

In any event, the total payment for services of contractor shall not exceed \$32,884 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until March 31, 2012.

Foothill-DeAnza Community College District

Exhibit "T" Insurance Requirements

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

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

1. Workers' Compensation (statutory limits) and Employers' Liability Insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability Insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability Insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with ☒ deductible not to exceed \$100,000 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.



Lot A and B, and Kirsch Photovoltaic Project
CEL #10-24690PW * March 14, 2011
Revised April 14, 2011

DE ANZA COLLEGE
LOT A AND B, AND KIRSCH PHOTOVOLTAIC PROJECT
CUPERTINO, CALIFORNIA
CEL #10-24690PW

SCHEDULE OF VALUES

Description	Quantity	Unit Rate	Subtotal	
REINFORCED CONCRETE				
Asa Design Review	1 Each	\$ 100.00	\$ 100.00	
Sampling and Tagging Reinforcing Steel	12 Hours	\$ 70.00	\$ 840.00	
Rebar Tensile and Bend Test	12 Each	\$ 60.00	\$ 720.00	
Periodic Ditch Plant Inspection	8 Hours	\$ 78.00	\$ 624.00	
Concrete Sampling	60 Hours	\$ 78.00	\$ 4,680.00	
Compression Tests	60 Cylinders / 15 Sets	\$ 35.00	\$ 2,100.00	
Sample Pick-Ups	15 Trips	\$ 50.00	\$ 750.00	
			SUBTOTAL:	\$ 9,814.00
STRUCTURAL STEEL INSPECTION				
Weld Procedure Review	1 Each	\$ 100.00	\$ 100.00	
Shop Fabrication Inspection	80 Hours	\$ 78.00	\$ 6,240.00	
Field Welding Inspection	80 Hours	\$ 78.00	\$ 6,240.00	
			SUBTOTAL:	\$ 12,580.00
PORTLAND CEMENT				
Placement Inspection	8 Hours	\$ 72.00	\$ 576.00	
Proctor Road Testing	4 Hours	\$ 72.00	\$ 288.00	
			SUBTOTAL:	\$ 864.00
MISCELLANEOUS				
Overtime Contingency		\$ 117.00	\$ 7,048.40	
Final Affidavit	1 Per Permit	\$ 350.00	\$ 350.00	
Project Engineering and Management SM			\$ 1,327.82	
			SUBTOTAL:	\$ 8,726.22
MAN-HOURS			252	
			GRAND TOTAL:	\$ 32,884.22

CEL Client
Initials Initials

Title: Revision #2 to Standard Form of Agreement
Vendor: Consolidated Engineering Laboratories
Agreement Date: November 6, 2009
Campus: De Anza College
Project Number: 203
Project Name: Baldwin Winery & East Cottage "Historic Renovation"
Amount: \$26,766.57
For: Provide additional testing and inspection services for DSA Testing and Inspection due to an extended construction performance period.

Funding for this item is available within the current project budget.

Action Requested: Approval

Consolidated Engineering Laboratories – Revision #02

Revision #02 to the Standard Form of Agreement (Purchase Order #MC100899) dated November 6, 2009 between Foothill-De Anza Community College District and Consolidated Engineering Laboratories.

DATE OF REVISION:

May 2, 2011

SCOPE:

Provide testing and inspection services as required by DSA T&I sheet.

COMPENSATION:

Original contract value:	\$ 29,370.45
Net change in contract value from previous revisions:	<u>\$ 20,000.00</u>
Contract value prior to this revision:	\$ 49,370.45
Net change in contract value due to this revision:	<u>\$ 26,766.57</u>
New contract value including this revision:	\$ 76,136.57

SCHEDULE:

No Change

OTHER:

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 are to remain in place per the standard form of agreement 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

CONSULTANT

Signature Date

Print Name
Consolidated Engineering Laboratories



**CONSOLIDATED ENGINEERING
LABORATORIES**

March 14, 2011

Mr. Carlos Salazar
Gilbane/MAAS
De Anza College Project
21250 Stevens Creek Boulevard
Cupertino, California 95014

Via E-Mail: csalazar@gilbaneco.com

Subject: *De Anza Community College East Cottage Rebuild
CEL #10-23076PWA - Request for Change Order/Cost to Complete Addendum
Materials Testing and Construction Inspection Services*

Dear Mr. Salazar

As you are aware, CEL has incurred additional materials testing and special inspection costs during the construction duration for the East Cottage Rebuild. Based off of the revised DSA Form 103 outlining the inspections required, as well as the construction schedule dated January 26, 2011, our change order/cost to complete is as follows:

Original Contract Amount under CEL# 10-23076PW:	\$49,370.45
Total Billed through March 7, 2011:	\$60,105.66
Total Over Budget Amount:	\$10,735.21
Total Unbilled Inspections through March 18, 2011:	\$6,246.36
Anticipated Cost to Complete Amount:	\$9,785.00
Change Order Amount:	\$26,766.57
New Budget Amount:	\$76,137.02

We are requesting a change order for the amount of **\$26,766.57** in order to close out all projects associated with the De Anza College East Cottage project and receive final payments in order to release final affidavits. We will need this change order approved for the over-budgeted amount. If additional inspections are required by our Inspectors please notify CEL immediately to make changes to our cost to complete amount. In addition, should new phases of work for this project start in the future we will provide a new proposal and services agreement. Should you have any questions or require additional information, please do not hesitate to contact me at your convenience. On behalf of CEL it has been a pleasure working with you on this project.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Scott Thomas
Business Development Executive

Title: Change Order # 13
Vendor: John Plane Construction, Inc.
Agreement Date: March 18, 2010
Campus: De Anza College
Project Number: 205
Project Name: Seminar Building and Multicultural Center
Amount: \$ 15,684
For: Miscellaneous construction changes at the Seminar Building and Multicultural Center.

The total Change Orders to date represent 10.9% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Date: 5/2/2011

To Contractor:

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

DSA Number

01-110252

Project #

Contract Date:

3/18/2010

Contract Number: 001

Change Order Number: 013

The Contract is hereby revised by the following items:

Change Order #13

PCO	Description	Amount
088	MCC: RFI 99, Revised ceiling framing at arches - AD	\$1,830
089	Install additional layer of drywall to accomodate shades - AD	\$2,730
093	MCC: Existing Duct Replacement - FC	\$661
012	RFI 23 & 69: Mechanical Penetrations and Ceiling Access Panels - AD	\$6,440
086	Custom Stucco Color Samples - AD	\$2,547
091	Power to Minimum Ventilation Damper - AD	\$1,083
064	Provide power to FACP Transmitters at SEM and MCC - FC	\$393

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$278,812
The Contract Value prior to this Prime Contract Change Order was.....	\$2,985,012
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$15,684
The new Contract Value including this Prime Contract Change Order will be.....	\$3,000,696
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/6/2010

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

Noll & Tam Architects & Planners

John Plane Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

729 Heinz Street, #7
Berkeley, CA 94710

CONTRACTOR

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

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By

By Ben Ortiz

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Agreement for Services - Revision 3 to PAA 4C
Vendor: Noll and Tam
Agreement Date: March 22, 2010
Campus: De Anza College
Project Number: 766-214
Project Name: Corporation Yard
Amount: \$ 3,013
For: Provide additional civil engineering and design services for storm drain design at Campus Drive.

Action Requested: Ratification

REVISION # 3 to PAA4C between Noll & Tam and FHDA dated 2/2/2010

SCOPE OF WORK:

This negotiated agreement establishes total compensation for all additional design related services, 766-214 Corporation Yard.

Revision 3: Provide civil engineering to install new storm drains adjacent to campus drive between Seminar and E-7.

Original contract value:	\$ 136,190
New change in contract value from previous revisions	\$ 28,590
Contract value prior to this revision:	\$ 164,780
Net change in contract value due to this revision:	\$ 3,013
New contract value including this revision:	\$ 167,793

SCHEDULE:

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

Revision agreed to by:

OWNER

Signature

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

DESIGN PROFESSIONAL

Noll and Tam

By: _____
Chris Noll
Vice-President

**SANDIS**CIVIL ENGINEERS
SURVEYORS
PLANNERS**Revised February 17, 2011**

December 6, 2010

Project No. 208117.999

Elizabeth McLeod
Noll & Tam Architects
729 Heinz Avenue, # 7
Berkeley, CA 94710
Tel: 510/ 649-8295 Fax: 510/ 649-3008

**RE: DE ANZA COLLEGE – CORPORATION YARD
ADDITIONAL SERVICE REQUEST**

Dear Elizabeth,

This letter is our revised amendment to the original agreement dated July 30, 2009 for the above referenced project.

The following scope of work is included in this amendment:

- ◆ ~~Prepare Roadway Rehabilitation Plans per Exhibit "A".~~
- ◆ Prepare storm drain plans for relocating the storm drain into the roadway.
\$2,000

Our additional services will be provided for the sum of ~~\$8,500 (Eight Thousand Five Hundred Dollars)~~ and will be performed under the provisions of our current contract.

If this proposal meets with your approval, please return one signed copy of this letter to our Sunnyvale office as our authorization to proceed.

Very truly yours

Approved

SANDIS**NOLL & TAM ARCHITECTS**

Chad Browning, P.E.
Project Manager

By: _____

Title: _____

Date: _____



Bruce Chu
Associate Principal

Attachment: Exhibit

CB/meb

architects and planners

noll & tam

PAA 4-C: Corporation Yard Modifications

Revision 3

Roadway Rehabilitation Plans

N&T Project Number 2910.00

FEE PROPOSAL

Revised 03/23/2011

729 Heinz Avenue

Berkeley

CA 94710

510.649.8295

fax 510.649.3008

nollandtam.com

CONTRACT SUMMARY

Original contract value:	\$	136,190
New change in contract value from previous revisions:	\$	28,590
Contract value prior to this revision:	\$	164,780
Net change in contract value due to this revision:	\$	3,013
New contract value including this revisions:	\$	167,793

PROFESSIONAL FEE SUMMARY

Noll & Tam Architects	\$	813
Sandis - Civil	\$	2,200
TOTAL ADDITIONAL SERVICE REQUEST	\$	3,013

FEE BREAKDOWN

Phase / Task

Noll & Tam Architects	Prin	PM	Staff
	\$150	\$125	\$110
Construction Documents, including one meeting, if required		6.5	\$ 813
TOTAL ADDITIONAL SERVICE REQUEST	-	6.5	- \$ 813

Basis of Proposal

1. District request for design and construction documents fees for: **Storm Drains**. In conjunction with the Road Rehabilitation, this is to prepare storm drains plans for relocating the storm drains into the roadway.
2. Sandis Exhibit "A" (dated February 17, 2011), attached
3. Construction Documents work to commence immediately, and construction to occur simultaneous with original contract work.

Not included in Fee Proposal:

1. Geotechnical report
2. Any utility extension due to capacity issues and geotechnical report
3. Permit, utility, and other fees
4. Fees for phases other than those listed in the Professional Fee Summary above.
5. Design of telecommunications and security systems active equipment
6. Services, products, and meetings not described in fee breakdowns attached.
7. Meetings in addition to the meetings noted in detailed work plan
8. LEED certification is not part of this contract.

Title: Inspector of Record
Vendor: Quali-Con Enterprise, Inc.
Agreement Date: May 3, 2011
Campus: De Anza
Project Number: 251C
Project Name: Install Photovoltaic Arrays – campus wide
(Lots A & B and Kirsch Center)
Amount: \$38,250 (Hourly, Not-to-Exceed value)
For: Quali-Con Enterprise, Inc. will provide Class 1 DSA Inspector of Record services.

The funding for this contract is within the current budget.

Action Requested: Approval

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 3rd day of May, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 38,250.
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 May 3, 2011 through March 31, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to 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

4/15/2011
Date

QUALI-CON ENT. INC.

Contractor's Company Name

94-2360731

Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Quali-Con Enterprise, Inc.
_____, hereinafter called "Contractor".

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

Provide Class 1 Inspector of Record services as required by the Division of the State Architect (DSA) and the Construction Documents for DSA Application Number 01-111923.

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

- 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)

Invoices shall be submitted monthly. Payments shall be made based upon time and materials.

In any event, the total payment for services of contractor shall not exceed \$ 38,250 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until March 31, 2012.

Foothill-DeAnza Community College District

Exhibit "T" Insurance Requirements

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

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

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ☒.

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

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

Title: Revision #1
Vendor: Allana Buick & Bers, Inc.
Agreement Date: August 31, 2010
Campus: Foothill College
Project Number: 100
Project Name: Building 3500 Glu-Lam Beam and Gutter Repair
Amount: \$7,945.00
For: Additional design and construction administration services for bird remediation scope added to the project.

The funding is included in the current budget.

Action Requested: Ratification

Revision #1 to PO # MC110475

Revision #1 to Standard Agreement PO# MC11045 dated August 31, 2010 between Foothill-De Anza Community College District and Allana Buick & Bers, Inc. for Measure C Project #100G Building 3500 Glu-Lam and Gutter Repair.

AMENDMENT DATE: 08/31/10

SCOPE OF WORK:

Allana Buick & Bers, Inc. will provide the additional design and construction administration services of the bird remediation for the project of Building 3500 Glu-Lam and Gutter Repair. See Attachment "A".

COMPENSATION:

Original Contract value including Reimbursables:	\$ 28,020.00
Net change in contract value due to this Revision #1:	\$ <u>7,945.00</u>
New contract value including this Revision and Reimbursables:	\$ 35,965.00

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

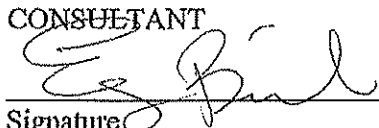
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

Eugene Buick
Principal and CO
Allana Buick & Bers, Inc.

Revision #1 to PO # MC110475

Revision #1 to Standard Agreement PO# MC11045 dated August 31, 2010 between Foothill-De Anza Community College District and Allana Buick & Bers, Inc. for Measure C Project #100G Building 3500 Glu-Lam and Gutter Repair.

AMENDMENT DATE: 08/31/10

SCOPE OF WORK:

Allana Buick & Bers, Inc. will provide the additional design and construction administration services of the bird remediation for the project of Building 3500 Glu-Lam and Gutter Repair. See Attachment "A".

COMPENSATION:

Original Contract value including Reimbursables:	\$ 28,020.00
Net change in contract value due to this Revision #1:	\$ <u>7,945.00</u>
New contract value including this Revision and Reimbursables:	\$ 35,965.00

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

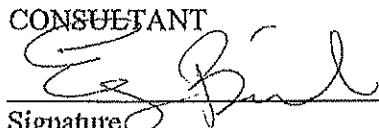
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

Eugene Buick
Principal and CO
Allana Buick & Bers, Inc.

H

Title: Change Order 04
Vendor: Calstate
Agreement Date: November 1, 2011
Campus: Foothill College
Project Number: 109
Project Name: PE Lab Space Remodel
Amount: \$ 15,223.00
For: Rafter repairs due to field conditions; owner-directed painting of existing and new roof rafters; purchase of tent used for temporary weight room, for usage beyond rental date; and replacement of one utility box due to site conditions.

This change plus all previously approved change orders equal to 7.25% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 4/13/2011
To Contractor:
Calstate Construction
3680 Yale Way
Fremont, CA 94538

DSA Number
Architect's Proj
Contract Date: 11/1/2010
Contract Number: MC110748
Change Order Number: 004

The Contract is hereby revised by the following items:

Change Order 4 - May 2011 BOT

PCO	Description	Amount
013	Bulletin 2 - Rafter Repair & New Exterior Silicone Sealant	\$1,055
014	Bulletin 3 - Painting Roof Trusses, and Skylight Framing	\$4,485
008	College purchase of temp tent for usage beyond rental date	\$9,355
012	Field condition requires replacement of 1 damaged Utility boxes and 1 lid	\$338

The original Contract Value was.....	\$597,888
Sum of changes by prior Prime Contract Change Orders.....	\$28,169
The Contract Value prior to this Prime Contract Change Order was.....	\$626,057
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$15,232
The new Contract Value including this Prime Contract Change Order will be.....	\$641,290
The Contract duration will be changed by.....	0 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

ARCHITECT
1000 Burnett Ave, Suite 140
Concord, CA 94520

Address

By

SIGNATURE

DATE

Calstate Construction

CONTRACTOR
3680 Yale Way
Fremont, CA 94538

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:

/

Title: Change No. 1 to Agreement for Services
Vendor: HP Inspections, Inc.
Agreement Date: January 20, 2011
Campus: Foothill College
Project Number: 142
Project Name: Soccer and Softball Complex
Amount: \$6,750.00
For: Additional Special Inspection services due to construction schedule and sequencing, DSA requirements, and inclement weather.

The funding is included in the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111236

CHANGE NO. 1 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 17th day of March, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and HP Inspections, Inc. 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. 1
To Agreement/Purchase Order No. MC111236

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
HP Inspections, Inc.
hereinafter called "Contractor".

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

Additional inspection time due to construction schedule and sequencing, IOR request, and inclement weather in order to meet DSA special inspection and testing requirements for the project.

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

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

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

ORIGINAL AGREEMENT AMOUNT \$ 35,025.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 6,750.00
NEW TOTAL AGREEMENT AMOUNT \$ 41,775.00

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111236

In any event, the total payment for services of contractor shall not exceed \$ 41,775.00
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 October 17 20 11.

Contractor Signature

Date

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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

J

Title: Foothill College Campus Carpet Standard
Project Name: Foothill College

For: Establishing a new campus standard. In order to establish design and construction consistency, operational efficiency and maintainability, while ensuring first class teaching and learning facilities, the District would like to standardize the following vendor to provide the best value for expenditure that is aligned with the Foothill-De Anza Community College District's long range goals.

Acceptance of this standard product line does not diminish or eliminate the standard of care owed by a consultant to the District or relieve, in any manner whatsoever, a consultant from any professional responsibility, duty or due diligence required toward the work.

On August 25, 2008 the Board of Trustees approved five product lines as District-wide and campus standards, for door locks, building automation system, irrigation controls and fire alarm system. This action establishes a sixth standard:

Standard 006 – Foothill Campus – Milliken Carpet Tile.

Since the Foothill De Anza Community College District currently utilizes this product at Foothill College, it is recommended that the Board of Trustees find that the product may be specified for all Foothill College projects in accordance with Public Contract Code Section 3400(b)(2). Continuation of the use of this particular product will allow the campus to more easily and expeditiously replace stained or worn carpet sections with matching product that is uniform in color, consistency and type.

Action Requested: Approval

K

Title: Agreement for Services
Vendor: Quali Con Enterprise, Inc.
Agreement Date: February 15, 2011
Campus: Foothill College
Project Number: 142
Project Name: Soccer and Softball Complex
Amount: \$22,500.00
For: DSA-required Project Inspector of Record services to verify compliance with the approved design of the second increment of construction (primarily the field house). This includes oversight and scheduling of the required Special Inspections required by the DSA-103 Structural Tests and Inspections form.

The funding is included in the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 15 day of February, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali Con Enterprise, Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 22,500.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from February 15, 2011 through February 15, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. **Non-Discrimination.**

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

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

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

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

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

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

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

Foothill-DeAnza Community College District

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

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

_____	_____
Authorized Contractor Signature	Date

Contractor's Company Name	

Contractor's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District _____
Quali Con Enterprise, Inc. _____, hereinafter called "Contractor".

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

Inspection services for the Foothill Campus Sports Field Project, Increment #2 covering the work shown on the plans drawn by Verde Design, and submitted to DSA under application #01-110839.

Quali-Con will provide any DSA required Project Inspector inspection and enough inspection time to verify compliance with the contract documents, including oversight and scheduling of the required Special Inspections shown on the DSA-103 Structural Tests and Inspections form.

- 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 by staff and billed monthly.

\$90/hr for Class 1 Inspector
\$75/hr for Class 3 Inspector
\$45/hr for administrative assistant

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

In any event, the total payment for services of contractor shall not exceed \$ 22,500.00 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 February 15, 2011.

Exhibit 'T' Insurance Requirements

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

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

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ____.

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

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

Title: Professional Services – Revision # 10
Vendor: Ratcliff Architects
Agreement Date: February 3, 2009
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences & Engineering Center
Amount: \$54,857.00
For: Services are to incorporate owner-initiated revisions into the DSA-approved design, including:

- Miscellaneous design revisions including electrical revisions, revised Student Testing Room layout, classroom lighting revisions;
- Responding to additional user comments and incorporating revisions as required;
- Preparing owner-furnished equipment list and coordinating power requirements;
- Revising grading design due to work at sports field;
- Design revisions due to revised survey information;
- Preparing cost estimate for electronic security system;
- Updating signage drawings per revised district signage standards.

The funding for these services is within the current budget.

Action Requested: Ratification

CHANGE NO. 10 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 2nd day of May, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architects hereinafter called "Contractor."

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

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

None

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Ratcliff Architects

hereinafter called "Contractor".

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

Services are to incorporate owner-initiated revisions into DSA Approval Set dated 10/2010, including:

- Miscellaneous MEP revisions, including 12KV site connection and electric car charging station
- Revising Student Testing Room layout
- Lighting revisions
- Responding to additional user comments and incorporating revisions as required
- Preparing OFOI Equipment list and coordinating power revisions
- Revising grading due to work at sports field
- Revising acoustical barrier for Laboratory fume hood exhaust
- Outside Plant revisions due to revised survey information
- Preparing cost estimate for electronic security system

Services also include updating signage drawings per revised district signage standards.
See Ratcliff fee proposal dated March 15, 2011 for more information.

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

This is a NOT TO EXCEED contract for \$54,857

ORIGINAL AGREEMENT AMOUNT\$ 845,140
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 4,997,439
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 54,857
NEW TOTAL AGREEMENT AMOUNT\$ 5,052,296

Foothill-DeAnza Community College District Change No. 10
To Agreement/Purchase Order No. PG877560

In any event, the total payment for services of contractor shall not exceed \$ 54,857
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 May 2 20 11.

Contractor Signature

Date

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

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

Title: Revision #4 to Design Professional Agreement
Vendor: Salas O'Brien
Agreement Date: August 4, 2009
Campus: Foothill College
Project Number: 135
Project Name: Utility and Technology Infrastructure Upgrades
Amount: \$4,200
For: Additional professional consulting services for design and construction administration for underground conduit needed for the PG&E incoming service. The original overhead service scheme was not allowed by the Town of Los Altos Hills.

The funding is included in the current budget.

Action Requested: Ratification

Revision #4 to PO#MC100391

Revision #4 to Design Professional Agreement PO#MC100391 dated August 4, 2009 between Foothill-De Anza Community College District and Salas O'Brien Engineers, Inc., for Measure C Project 135-Utility and Technology Infrastructure Upgrades.

AMENDMENT DATE: April 13, 2011

The District and the Design Professional agree to modify the existing Design Professional Agreement as follows:

- I. Modify ARTICLE 2.1 SCOPE OF DESIGN PROFESSIONAL'S SERVICES to include:
Design and C/A for underground conduit infrastructure to MSB-2 for PG&E incoming service, including relocation of MSB2. Coordination with PG&E for review and approval of underground conduit infrastructure design.
- II. Modify ARTICLE 11.1 COMPENSATION FOR SERVICES as follows. Increase the lump sum amount for Basic Services by **\$4,200** resulting in a total amount for Basic Services of **\$724,280**. The fee breakdown for Basic Services shall now be as follows.

Basic Services (Lump Sum)	Percentage	Fees
Schematic Design	20%	\$90,131
Design Development	25%	\$112,660
Construction Documents	30%	\$135,190
DSA and Bidding	5%	\$22,530
Construction Administration	15%	\$67,600
Closeout	5%	\$22,530
	Subtotal	\$450,641
Temporary Generator Power Design		\$20,000
Design and Bidding of Alternates 1,2,3		\$77,949
Rev #3 – Shutdown Planning & Bid Addenda		\$102,600
Rev #3 – Additional CA Responsibilities		\$68,890
Rev #4 – PG&E Conduit Underground Infrastructure Design & Coordination		\$4,200
Subtotal of Basic Services		\$724,280

Additional Basic Services (lump sum)	Fees
Survey utility tunnels to determine "most constructible"	\$5,680
HHW and CHW piping options Verify and document existing hydraulic equipment and services in coordination with new system design	\$1,860
Verify existing electrical and telecom duct bank capacities	\$3,200
Survey and document Building utility closet HHW and CHW piping and controls	\$12,600

Coordinate PG&E utility service upgrade	\$6,800
Coordinate PG&E temporary electrical service	\$5,000
Coordinate utility rebates (Central Plant to PSEC only)	\$5,460
Coordinate (balancing, tie-in, controls) of 5500 CHW and HHW connections to utilidor	\$940
Campus-wide pump conditions assessment and recommendations	\$5,200
Structural evaluation of boiler room ceilings in 3000 & 5200	\$3,600
Controls scope per SOBE proposal dated 7/13/10 (Attachment "1")	\$35,000
Subtotal	\$85,340
Reimbursable Expenses	\$9,000
Total Contract Price for all Basic Services and Reimbursable Expenses	\$818,620

COMPENSATION SUMMARY:

Original PAA value including Reimbursables:	\$344,963
Net change in contract value due to Prior Revisions:	\$469,457
Change in contract value due to this Revision #4:	\$4,200
New contract value including this amendment and Reimbursables:	\$818,620

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



Carl Salas

Founding Principal
Salas O'Brien Engineers, Inc.

Title: Change Order 12

Vendor: Zolman Construction and Development. Inc.

Agreement Date: February 1, 2010

Campus: Foothill College

Project Number: 112

Project Name: Modernization of Administration Building and General Classrooms

Amount: \$13,618

For: Addition and reconfiguration of several electrical outlets and data ports due to plan changes; addition of mini blinds on existing doors to match new doors and project finishes; repair of an existing condition to the fire sprinkler riser in to pass final fire inspection; removal and replacement of flooring in the teachers' lounge and mailroom due to unforeseen field condition; relocation of lighting control panel due to field condition.

This change represents 0.29% change to the contract value. Total project changes represent a 8.25% change to the contract value.

The funding for this change is within the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 5/2/2011

To Contractor:

Zolman Construction and Development Inc.

565 Bragato Road

San Carlos, CA 94070

DSA Number

Architect's Project

3449003

Contract Date:

Contract Number: MC101031

Change Order Number: 012

The Contract is hereby revised by the following items:

Change Order 12 - May Board of Trustees

PCO	Description	Amount
074	Add 4 data ports in room 1931 at Owners direction	\$1,230
075	Relocation of horn strobe from wall to ceiling to increase visibility.	\$458
078	Blinds at Existing Door Lites per Punch List and Owner Directive	\$1,574
080	Removal and replacement of Marmoleum in rooms 1931 and 1934A due to vapor emissions. Floor was tested and fell within manufacturers acceptable tolerance.	\$6,728
076	Replacement of the original outside stem and yoke valve on the 1931B fire sprinkler riser to be code compliant.	\$1,345
069	Relocate LCP to West side Electrical room 1907A due to field condition.	\$2,690

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$377,513
The Contract Value prior to this Prime Contract Change Order was.....	\$5,120,513
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$13,618
The new Contract Value including this Prime Contract Change Order will be.....	\$5,134,131
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	2/27/2011

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

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330

San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road

San Carlos, CA 94070

Address

By

SIGNATURE

DATE

OWNER

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:

Title: Change Order 5
Vendor: Zolman Construction and Development, Inc.
Agreement Date: October 18, 2010
Campus: Foothill College
Project Number: 110
Project Name: Renovation of Language Arts Classrooms, Building 6200, 6300 and 6500
Amount: \$3,603.00
For: Change to tempered glass at windows, as required by code.

Total project changes represent 6.89% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 4/15/2011

To Contractor:

Zolman Construction and Development Inc.

565 Bragato Road

San Carlos, CA 94070

The Contract is hereby revised by the following items:

C.O. #5

DSA Number

Architect's Project

Contract Date: 10/18/2010

Contract Number: MC110737

Change Order Number: 005

PCO	Description	Amount
024	Replace two pieces of non-tempered glass at Room 6201 per code requirement. The new glass will be 1/4" tempered with the size of 44" x 91" and new wood trim will be installed.	\$3,603
The original Contract Value was.....		\$2,140,000
Sum of changes by prior Prime Contract Change Orders.....		\$143,740
The Contract Value prior to this Prime Contract Change Order was.....		\$2,283,740
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....		\$3,603
The new Contract Value including this Prime Contract Change Order will be.....		\$2,287,343
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 DeAnza Community College
District

OWNER

12345 El Monte Road
Los Altos, CA 94022

Address

By

SIGNATURE

DATE

College Approval

By:

Signature

Date: