

Board of Trustees Agenda Item

Board Meeting Date: July 11, 2011

Title of Item: Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$202,474

De Anza College –

- A) Cleary Consultants, Inc. – Revision #1 to Agreement for Services – Mediated Learning Center - \$8,000
- B) Cleary Consultants, Inc. – Revision #1 to Agreement for Services – Seminar Building & Multicultural Center - \$0
- C) Enovity, Inc. – Revision #2 to Project Assignment Amendment #1 – Baldwin Winery & East Cottage “Historic” Projects - \$0
- D) Enovity, Inc. – Revision #3 to Project Assignment Amendment #2 – Baldwin Winery & East Cottage “Historic” Projects - \$0
- E) Enovity, Inc. – Revision #2 to Project Assignment Amendment #3 – Seminar Building & Multicultural Center - \$0
- F) Enovity, Inc. – Revision #2 to Project Assignment Amendment #4 – Seminar Building & Multicultural Center - \$0
- G) SunPower, Inc. – Change Order #1 – Lots A & B and Kirsch PVS - \$123,700
- H) Ecovation Group – Agreement for Services – Environmental Studies Area: Pond Repair Project - \$37,500

Foothill College -

- I) Clark Inspection Group, inc. – Agreement for Inspector of Record Services – Smithwick Theater - \$58,800
- J) Engineering Economics, Inc. – Revision #1 to Project Assignment Amendment #F01 – Modernization of Administration Building & General Classrooms - \$18,500
- K) Gilbane-Maas – Revision #1 to Standard Form of Agreement Project Management Services – (\$47,966)
- L) Hometown Construction Inc. – Change Order #1 – Krause Center for Innovation – HVAC Upgrades - \$0
- M) Zolman Construction and Development, Inc. – Change Order #7 – Renovation of Language Arts Classrooms, Building 6200, 6300 and 6500 - \$3,940

Recommendation: 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, recommend 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: Revision #1 to Agreement for Services

Vendor: Cleary Consultants, Inc.

Agreement Date: December 6, 2010

Campus: De Anza College

Project Number: 261

Project Name: Mediated Learning Center

Amount: \$8,000

For: The scope for this change includes additional geotechnical testing, inspection, observation and reporting services not included in the original contract.

Specific scope is as follows:

- Sewer ejector pit excavation and backfill inspection
- Unsuitable soil fill removal observation, compaction testing, cement slurry recommendations and installation observation
- Foundation plane of influence review
- Backfill compaction test & inspection around building stem wall

Pricing for this revision is based on Cleary Consultants, Inc's proposal for additional services dated June 22, 2011. Funding for this revision is available within the current project budget.

Action Requested: Approval

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. MC111022

CHANGE NO. 01 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 11th day of July, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, 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. 01
To Agreement/Purchase Order No. MC111022

Revised EXHIBIT "A"

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

The scope for this change includes additional geotechnical testing, inspection, observation and reporting services not included in the original contract.

Specific scope is as follows:

- Sewer ejector pit excavation and backfill inspection
- Unsuitable soil fill removal observation, compaction testing, cement slurry recommendations and installation observation
- Foundation plane of influence review
- Backfill compaction test & inspection around building stemwall

Pricing is based on Cleary Consultants, Inc proposal for additional services 6/22/2011.

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

Standard payment terms apply. Original contract start date of 12/6/2010 and contract end date of 12/5/2012 are unchanged by this revision.

ORIGINAL AGREEMENT AMOUNTS	\$	28,800
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO.	\$	0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO.	\$	8,000
NEW TOTAL AGREEMENT AMOUNTS	\$	36,800

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. MC111022

In any event, the total payment for services of contractor shall not exceed \$ 36,800
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until December 5th 20 12.

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.

B

Title:	Revision #1 to Agreement for Services
Vendor:	Cleary Consultants, Inc.
Agreement Date:	March 12, 2010
Campus:	De Anza College
Project Number:	205
Project Name:	Seminar Building & Multicultural Center
Amount:	\$0
For:	Extend contract schedule only.
Action Requested:	Ratification

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC101459

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 11 day of July, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants 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)
Time extension only.

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC101459

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Cleary Consultants 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)
Time extension only. All other terms per original agreement.

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

ORIGINAL AGREEMENT AMOUNT \$ 13,050.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0
NEW TOTAL AGREEMENT AMOUNT \$ 13,050.00

Foothill-DeAnza Community College District Change No. ¹
To Agreement/Purchase Order No. MC101459

In any event, the total payment for services of contractor shall not exceed \$ 13,050.00
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 July 31 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 #2 to Project Assignment Amendment #1
Vendor: Enovity, Inc.
Agreement Date: September 9, 2008
Campus: De Anza College
Project Number: 203
Project Name: Baldwin Winery and East Cottage "Historic" Projects
Amount: \$ 0
For: Schedule extension for commissioning for Baldwin Winery

Action Requested: Ratification

**Revision Number 2 to Project Assignment Amendment #1
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 2 to PAA #1 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College Baldwin Winery is a schedule extension.

REVISION DATE: July 11, 2011

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 28,536
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 28,536
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 28,536

SCHEDULE:

Original Completion Date	March 1, 2011
Revised Completion Date	December 20, 2011

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

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


Amendment agreed to by:

OWNER

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

CONSULTANT

	<u>6/22/11</u>
Signature	Date

President
Enovity, Inc.

D

Title: Revision #3 to Project Assignment Amendment #2
Vendor: Enovity, Inc.
Agreement Date: September 9, 2008
Campus: De Anza College
Project Number: 203
Project Name: Baldwin Winery & East Cottage "Historic" Projects
Amount: \$ 0
For: Schedule extension for commissioning for East Cottage

Action Requested: Ratification

**Revision Number 3 to Project Assignment Amendment #2
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 3 to PAA #2 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College East Cottage is a schedule extension.

REVISION DATE: July 11, 2011

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 18,287
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 18,287
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 18,287

SCHEDULE:

Original Completion Date	March 1, 2011
Revised Completion Date	December 20, 2011

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



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

Amendment agreed to by:

OWNER

Signature	Date
Charles Allen <i>Executive Director of Facilities, Operations, and Construction Management</i> Foothill-De Anza Community College District	

CONSULTANT

	
Signature	Date

President
Enovity, Inc.

E

Title: Revision #2 to Project Assignment Amendment #3
Vendor: Enovity, Inc.
Agreement Date: September 9, 2008
Campus: De Anza
Project Number: 205
Project Name: Seminar Building and Multicultural Center
Amount: \$ 0
For: Schedule Extension for Commissioning at the Seminar Building.

Action Requested: Ratification

**Revision Number 2 to Project Assignment Amendment #3
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 2 to PAA #3 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College Seminar Building is a schedule extension.

REVISION DATE: July 11, 2011

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 21,842
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 21,842
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 21,842

SCHEDULE:

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

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

Amendment agreed to by:

OWNER

Signature

Date

Charles Allen

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

CONSULTANT

Signature

Date

President
Enovity, Inc.

Title: Revision #2 to Project Assignment Amendment #4
Vendor: Enovity, Inc.
Agreement Date: September 9, 2008
Campus: De Anza
Project Number: 205
Project Name: Seminar Building and Multicultural Center
Amount: \$ 0
For: Schedule Extension for Commissioning Services at the Multicultural Center.

Action Requested: Ratification

**Revision Number 2 to Project Assignment Amendment #4
Between Foothill-De Anza Community College District
And Enovity, Inc.**

Revision Number 2 to PAA #4 dated September 9, 2008 between Foothill - De Anza Community College District and Enovity, Inc. for Commissioning Services for the De Anza College Multicultural Center is a schedule extension.

REVISION DATE: July 11, 2011

SCOPE OF WORK: None.

COMPENSATION:

Original contract value:	\$ 21,842
Net change in contract value from previous revisions:	\$ 0
Contract value prior to this revision:	\$ 21,842
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	\$ 21,842

SCHEDULE:

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

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

Amendment agreed to by:

OWNER

Signature

Date

Charles Allen

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

CONSULTANT

Signature

Date

President
Enovity, Inc.

Title: Prime Contract Change Order #1
Vendor: SunPower, Inc.
Agreement Date: March 25, 2011
Campus: De Anza
Project Number: 251C
Project Name: LOTS A & B AND KIRSCH PVS
Amount: \$123,700
For: PCO #8: Additional material, labor, and design costs associated with DSA determination of Exposure C, ADA shading requirement, and late-night lighting controls. Additive change of \$125,000.

PCO #9: Removal of trees in transformer pad location.
Deductive change of -\$1,300.

This Prime Contract Change Order is 1.41% of 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 - De Anza with
DSA Number

251C Lots A & B and Kirsch PVs

Project # 251C

Gilbane/MAAS

Tel: Fax:

Date: 6/27/2011

DSA Number 111923

To Contractor:

Project #

SunPower

Contract Date: 3/25/2011

1414 Harbour Way South

Contract Number: MC111066

Richmond, CA 94804

Change Order Number: 001

The Contract is hereby revised by the following items:

251C Lots A & B and Kirsch PVs - Exposure C, ADA Shading, Lighting Controls, and Tree Removal

PCO	Description	Amount
008	251C Lots A & B and Kirsch PVs - ADA Shade, Exposure C, & Lighting Controls	\$125,000
009	251C Lots A & B and Kirsch PVs - Tree Removal	\$(1,300)

The original Contract Value was.....	\$8,750,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$8,750,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$123,700
The new Contract Value including this Prime Contract Change Order will be.....	\$8,873,700
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/15/2011

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.

SunPower

Foothill-De Anza Community College
District

CONTRACTOR

OWNER

1414 Harbour Way South
Richmond, CA 94804

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

By Sam Pratt

By Charles Allen

SIGNATURE

SIGNATURE

DATE

DATE

SUNPOWER

PROPOSED CHANGE ORDER

FROM:SunPower Corporation, Systems

Contractor's Name

1414 Harbour Way South

Contractor's Address

Richmond, CA 94804

City State Zip

510.540.0550510.548.0308

Telephone

Fax

TO:Tom Armstrong

Client's Name

21250 Stevens Creek Blvd

Client's Address

CupertinoCA95014

City

State

Zip

Telephone

Fax

PCO NO.:

1

DATE:

6/28/2011

PROJECT:

PV Parking Trackers

LOCATION:

DeAnza College Parking Lots

SP PROJECT NO.:

10981

WORK ORDER NO.:

N/A

This EXTRA WORK ORDER includes all material, labor and equipment necessary to complete the following work:

- ☐ The work below to be paid for at actual cost of labor, materials and equipment plus _____ percent (____%)
- ☒ The work below to be completed for the sum of \$123,700.

DESCRIPTION

1) Wind exposure (all related issues i.e.: additional design, steel purchases, concrete, labor, and SunPower will proceed with steel fabrication) 2) ADA /equal facilitation / array shading to ensure DSA compliance (all required design, materials, and labor) 3) Kirsch mock roof support structure upgrade to steel construction (all required design, materials and labor), and 4) Parking lot A & B lighting controls 1/3 -2/3 (all required design, materials and labor). 5) \$1300 deduction for owner removal of trees and roots at equipment pad area as needed.

The work covered by this order shall be performed under the same Terms and Conditions as that included in the original contract unless stated otherwise above.

Submitted by:

(Project Manager)

Client's Approval:

6/28/11

Date

Date

Title: Agreement for Services
Vendor: Ecovation Group
Agreement Date: June 28, 2011
Campus: De Anza College
Project Number: 229
Project Name: Environmental Studies Area: Pond Repair Project
Amount: \$37,500
For: Programming, Scope Developing and Schematic Design for the Measure C project #229 -Environmental Studies Area (ESA) at De Anza College has been completed. The investigation and preliminary design has been developed by Ecovation Group in collaboration with Gilbane, the De Anza College staff, De Anza College faculty from the Kirsch Center for Environmental Studies and District staff (College team).

The investigation identified areas where water is lost throughout the ESA's waterfall, stream and ponds system. Ecovation Group developed and presented recommendations to the College team to best address minimizing this water loss. The College team reviewed the recommendations and directed the Ecovation Group to further pursue the most desirable and feasible option and provide costs to develop construction documents.

This Agreement for Services with Ecovation Group is for professional design services to provide construction drawings and technical specification and to provide for construction administration through project close-out. The Agreement includes:

- A combined Design Development and Construction Document design phase
- Technical specifications specifically written for this project
- Bidding phase support
- Construction Administration and field visits.
- Closeout and as-built documentation

Action Requested: Ratification

Foothill-DeAnza Community College District

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

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

This Agreement entered this 28 day of June, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Ecovation Group a division of Ecovation Builders, Inc. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$37,500.00.
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 Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from July 11, 2011 through July 11, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # 229 DESIGN FIRM Ecovation Group
BRIEF DESCRIPTION OF TYPE OF SERVICE Construction Documents

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

8. Non-Discrimination.

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

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PROJECT # 229 DESIGN FIRM Ecovation Group

BRIEF DESCRIPTION OF TYPE OF SERVICE Construction Documents

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

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PROJECT # 229 DESIGN FIRM Ecovallon Group

BRIEF DESCRIPTION OF TYPE OF SERVICE Construction Documents

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District



Authorized Design Professional Signature

BRUCE OLIVER

Print Name

ECOAVATION BUILDERS INC.

Design Professional's Company Name

3224153

Design Professional's Tax I.D. Number

6/28/2011

Date

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

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PROJECT # 229 DESIGN FIRM Ecovation Group

BRIEF DESCRIPTION OF TYPE OF SERVICE Construction Documents

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Ecovation Group a division of
Ecovation Builders, Inc., hereinafter called "Design Professional".

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

See Attachment "A"

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

The Contract Price for the Consultant Services is a Not To Exceed up to thirty-seven thousand five hundred dollars; \$37,500

In any event, the total payment for services of Design Professional shall not exceed \$37,500.00 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 July 11, 2013.

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PROJECT # 229 DESIGN FIRM Ecovation Group

BRIEF DESCRIPTION OF TYPE OF SERVICE Construction Documents

Agreement for Design Professional Services

Rev. 10/01/08

June 27, 2011

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

Reference: ESA Aquatic Remediation Project
Design Development & Construction Documents

The recommendations contained in the Resource Investigation & Analysis Report and the executive summary document have been accepted as submitted. The following proposal addresses and includes the subsequent Design Development and Construction Document Phases.

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT DEVELOPMENT

Based on the refined and revised Schematic Design approved by the Client, the Construction Document Development will take the concept plan and refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

1. Spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
2. Prepare a complete construction plan based on the aquatic system, including-
 - 2.1. Identifying those areas to be fenced off or otherwise protected for general access points and the construction staging area.
 - 2.2. Define in detail the main elements of the aquatic system design.
 - 2.3. Prepare a grading and drainage plan of the aquatic system and the immediate adjacencies that directly influence the design of water containment within the system (ponds, streams, wetlands, marshes, and waterfalls).
 - 2.4. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements in terms of weirs, waterfalls, water drops, bio-filters, edge treatments responsive to preferred aquatic ecosystems, and water depth relationships throughout the aquatic system as a basis for the design.
 - 2.5. Prepare construction specifications for the proposed improvements.
 - 2.6. Submit the requested number of hard copies of the Construction Documents and an appropriate electronic copy for bidding. Copies shall be a reimbursable costs as provided for in the agreement.

2.7. Prepare a design based project construction cost breakdown and the budget.

RFQ/RFP

The Landscape Architect shall assist the Client during the bidding process to evaluate the construction proposals and qualifications and provide recommendations to the College. The Landscape Architect will develop a scoring matrix to assist in the evaluation process which will be incorporated into the bid documents.

Landscape Architect shall:

1. Establish contractor qualification to work on project
2. Attend bid walk
3. Respond to bid RFI's, assist with bid addendums/amendments if required
4. Establish warranty standards
5. Establish project milestone – liquidated damages – tied to milestones

CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

The Landscape Architect shall provide the following administrative services associated with the construction of the Project:

1. Attend weekly construction meeting
2. Undertake periodic observation of the work in progress for conformance with Construction Documents and provide field reports
3. Evaluate the complete work to determine acceptance or no-acceptance based on conformity with the design intent expressed in the Construction Documents
4. Review all project submittals by the Contractor for approval
5. Review shop drawing and change order requests
6. Conduct observations to determine final completion and acceptance of the work
7. Review Contractor's marked-up as-built drawings

POST-CONSTRUCTION SERVICES-CLOSE –OUT

The Landscape Architect shall provide the following administrative services associated with the construction closeout of the Project:

1. Prepare record drawings of the actual construction base on marked-up drawings and other data furnished by the contractor
2. Generate final project punch list and provide project acceptance to ensure that all corrections were made and the project is in conformance with construction documents.

PROFESSIONAL FEE: \$37, 500.00

Attachment "A"

General Requirement:

Design Professional Responsibilities:

- The Design Professional's Services consist of all services performed by the Design Professional, Design Professional's employees and Design Consultants as described within this document. The services shall be performed in an expeditious manner, consistent with professional skill and care and the orderly progress of Project design. The Design professional and District mutually agree on the start and finish dates as set in this agreement. Compensation will also follow the design schedule and set milestones.
- The Design Professional and Consultants shall provide or perform services consistent with their respective applicable standards of care for school construction under all applicable laws, codes, and standards for those providing such services for projects of the type, scope and complexity of the Project.
- If additional services are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the District in writing prior to commencing such services, stating the reason for the change and estimated changes, if any, in the Design Professional's Project Contract Price or Design Professional Schedule. The District will give prompt written notice to the Design Professional accepting or rejecting the Additional Services.
- The Design Professional's basic Services shall also include the coordination of documents provided by District consultants. Design Professional shall cooperate with other professionals District may employ for related work.
- The Design Consultant shall attend a maximum of three meetings during Construction Document Phase and shall attend weekly meetings during the construction phase. All meeting will be held at the De Anza College site. The Design Professional shall prepare an electronic written record of all meetings and consultations and shall provide the Program Manager with the resulting notes for distribution within five (5) days.
- Design Professional shall submit all reports and plans consistent to industry. All written reports shall be in 8 ½ x 11 bounded. All drawings shall be drawn at a scale of 1/8" = 1'-0" and details at a scale appropriate to reflect the details accurately. Unless otherwise noted within Design Professional shall submit 2 hard copies and plus two electronic copies of each report.

Attachment "A"

Scope and Services:

Design Development / Construction Documents:

- Based on the approval of the Schematic Design the Design Professional shall prepare a combined Design Development / Construction Documents consisting of drawings and specification and other documents setting forth in detail the requirement for the construction of the Project.
- The drawings shall spatially define the proposed new improvement in addition to the existing improvements.
- Design Professional shall provide a report projecting percentage of plant and animal loss during the construction phase.
- The Design Professional shall prepare a detailed Construction Cost Estimate of the fifty percent (50%) completed Construction Documents. If the Construction Cost Estimate exceeds the District's Construction Budget for the Project by more than 10%, without fault or neglect of the District, the Design Professional shall revise the documents so that the detailed Cost Estimate conforms to the District's Construction Budget for the Project. If requested by the District, the Architect shall propose additive or deductive bid alternates and incorporate those approved by the District into the Construction Documents
- Upon achieving one hundred percent (100%) completion of the Construction Documents, the Design Professional shall provide four (4) printed copies and two (2) copies in an approved electronic format of the same to the District for review. The Design Professional shall conduct a meeting to review the 100% Construction Documents with the District, College and staff to review and approve them.
- The Design Professional shall prepare a detailed Construction Cost Estimate of the one hundred percent (100%) completed Construction Documents. If the Construction Cost Estimate exceeds the District's Construction Budget for the Project, without fault or neglect of the District, the Design Professional shall revise the documents so that the detailed Cost Estimate conforms to the District's Construction Budget for the Project.
- Upon acceptance of the final Construction Cost Estimate and Construction Documents the Design Professional shall produce a final set of documents suitable for reproduction for bidding. The Bid Documents shall include the design review, constructability comments approved by the District into the Bid Documents, The Bid Documents shall incorporate the requirements of governmental authorities having jurisdiction
- The Design Professional shall prepare a document itemizing all District review comments, constructability comments, government review and requirements and proposed value engineering measures, and shall document the resolution of

Attachment "A"

each item and the inclusion of items approved by the District into the Bid Documents.

- **Schedule:** The above shall be completed fifteen (15) days after issuance of Notice to Proceed
- **Deliverable:** Design Professional shall submit the Following:
 - Construction Documents at 1/8"=1'-0", details in a suitable scale
 - Technical Specification
 - Plant and Animal protection plan.
 - Proven plan of preserving eco-system
 - Estimated Construction cost.
 - Estimated construction timeline.

Bidding Phase:

- The Design Professional shall assist the District in obtaining bids from contractor for construction of the Project, and shall assist the District in evaluation proposal and qualification and provide recommendations. The Design Professional shall assist in developing a scoring matrix to assist the evaluation process which will be incorporated into the bid document.
- The Design Professional shall conduct one pre-bid job walk, respond to bidder questions, and assist the District in issuing bid amendments, recommendations for developing alternate bid items and selection of the same in the Construction Contract to be awarded, bid proposal reviews and recommendations for award of the Construction Contract.

Construction Administration:

- The Design Professional shall provide administration of the Construction Contract for the Project as set forth below.
- Unless direct communication has been specifically authorized, the design professional and Contractor shall communicate through the Project manager
- The Design Professional services in connection with administration of the Construction Contract for the Project shall be performed in a manner complementary to others providing services related to construction of the Project and/or administration of the Construction Contract for the Project, including, without limitation, the District, the Inspector of Record (IOR), the Program Manager, and providers of testing and/or inspection services required for Project construction.
- The Design Professional shall attend weekly construction meetings. The Design Professional and any of his consultants appropriate to the stage of work shall visit the construction site and attend weekly on-site job meetings to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents and approved

Attachment "A"

Contract Schedule. The Design Professional shall submit a Field Report three (3) days after a site visit has been performed.

- The Design Professional consultants shall perform a minimum of two (2) site visits during the course of construction.
- The Design Professional shall review and take appropriate action of submitted Shop Drawings, Product Data and samples required by the Contractor by the Construction Documents. The Design Professional and his consultants shall complete their review no later than ten (10) days after received. The design Professional or its consultant shall not approve any substitutions proposed by the Contractor without written approval by the District.
- Upon District review the Design Professional shall receive and answer Request for Information (RFI) issued for the Project. Responses to RFI shall be answered no later than seven (7) day after received.
- In consultation with the District the Design Professional shall assist in the development of changes to the Construction Contract. The Design Professional shall prepare Changes with supporting documentation and data. The Design Professional will assist the District in evaluating Change Proposal.
- The Design Professional shall assist in determining the date of Substantial Completion and the date of Final Completion. The Design professional and his consultants shall generate a punch list when requested by the Program Manager.
- The Design Professional shall assist the Program Manager in meeting its obligation to closeout the construction phase of the Project within ninety (90) days of substantial completion.
- **Deliverable:** Design Professional shall submit the Following:
 - Punch List
 - Final Certification

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

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

PROFESSIONAL FEES

• Principal	250.00/hr
• Senior Biologist & Aquatic Plant Specialist	185.00/hr
• Landscape Architect (Associate)	165.00/hr
• AutoCAD Technician	95.00/hr
• Field Technician	95.00/hr
• Administration/Clerical	75.00/hr

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Ecovation in the interest of the Project and will be billed at the actual cost to Ecovation plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include, without limitation, cost of items such as the following:

- Copying of drawings, specifications, reports, cost estimates and other documents prepared in connection with the services of Ecovation under this agreement.
- Plotting of design documents.
- Photographic reproductions or design boards for presentation and documentation purposes.
- Renderings and models or other promotional material approved in advance by Client
- Messenger service & special mailing.
- Fees and expenses of special consultants approved in advance by Client.
- Travel per Client request outside the local area for the benefit of the Project.

TEAM MEMBERS OF ECOVATION GROUP

• Principal Landscape Architect	Bruce Oliver
• Senior Marine Biologist	Steve Crook
• Aquatic Plant Specialist	Diane Knight
• Associate Landscape Architect	Don Wilson
• AutoCAD Technician	Kumudini Gopalan
• Field Technician	Martin Brix
• Field Technician	Susan Lamoureux
• Clerical	Jessica Encheff

Title: Agreement for Inspector of Record Services
Vendor: Clark Inspection Group, Inc.
Agreement Date: July 11, 2011
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$58,800
For: Perform the duties required of the District's Project Inspector of Record as required by the Division of the State Architect.

The funding for this agreement is within the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 11th day of July, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Clarke Inspection Group, Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 58,800.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from July 11, 2011 through July 10, 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.)

Exhibit A
Smithwick Theater

I. Description of Services

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

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

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

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

II. Amount and Method of Payment:

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

1. Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
2. The District will pay the Inspector for services at the following rates:
Class II Inspector: \$70 per hour
3. Remit payment applications to:
Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022
4. In any event, the total payment for services of contractor shall not exceed \$58,800.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of Agreement

The length of this Agreement shall commence on the date specified in the first paragraph of this contract, and shall continue until July 10, 2012. The Agreement may be extended for an additional length of time as agreed upon by both parties.

End of Exhibit A

Exhibit "I" Insurance Requirements

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

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

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

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

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

Title: Revision #1 to PAA #F01
Vendor: Engineering Economics, Inc.
Agreement Date: September 21, 2009
Campus: Foothill College
Project Number: 112
Project Name: Modernization of Administration Building and General Classrooms
Amount: \$18,500.00
For: Commissioning of building mechanical systems including heating, cooling, ventilation and controls. The consultant will review the installed controls to verify the sequence of operations are working as designed, review trend log data to identify any programming-related issues in the controls, review temperature set points and review overall system operation.

The funding is included in the current budget.

Action Requested: Ratification

Revision #1 to PAA #F01

Revision to Project Authorization Amendment #F01 dated September 21, 2009 between Foothill-De Anza Community College District and Engineering Economics, Inc. for Measure C projects 112 – Modernization of Administration Building and General Classrooms

AMENDMENT DATE: 7/11/11

SCOPE OF WORK:

- I. Scope of Services are defined as Fundamental Commissioning, Enhanced Commissioning is not included in this project. Scope of services to include:
 - a. Review available building documentation
 - b. Review current BMS, and verify the system complies with the Sequence of Operation
 - c. Review current building temperature set points
 - d. Evaluate system operation
 - e. Evaluate systems for qualitative emergency efficiency and balance
 - f. Set up trends on the BMS and return to collect and evaluate data
 - g. Provide on-going reports of the findings and evaluations
- Systems to be evaluated include:
- a. HVAC including heating, cooling, ventilation and controls.

COMPENSATION:

Original PAA value including Reimbursables:	\$	41,500.00
Net change in contract value due to this Revision #1:	\$	18,500.00
New contract value including this amendment and Reimbursables:	\$	60,000.00

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

Kevin Quigley
Engineering Economics, Inc.

K

Title: Revision #1 to Standard Form of Agreement for Project Management Services
Vendor: Gilbane-Maas
Agreement Date: October 1, 2010
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences & Engineering Center (PSEC)
Amount: (\$47,966) credit
For: Revision to the project staffing support personnel for the project management agreement for the Physical Sciences & Engineering Center.

This change represents a 5.2% saving to the contract value.

The funding for this change is within the current budget.

Action Requested: Ratification

Revision #01 to PO#MC110742 for the Measure C Agreement for Project Management Services between Foothill – De Anza Community College District and Gilbane - Maas dated October 1, 2010 for the Physical Sciences & Engineering Center (PSEC).

Reference 11.1.1 Contract Price

By mutual consent, the Contract Price for Basic Services shall be a lump sum fee based upon personnel hours and applicable personnel rates established in accordance with Revised Exhibit C of the project management agreement dated June 3, 2011 and attached to this Addendum #01.

Reference 11.1.2 The Contract Price shall not exceed:

	Original Amount	Revised Amount	Net Change due to Revision #1
Basic Services	\$907,148	\$860,123	
Reimbursables	\$5,000	\$5,000	
Subtotal	\$912,148	\$865,123	
Staff Contingency	\$18,143	\$17,202	
TOTAL	\$930,291	\$882,325	(\$47,966)

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

“District”
Foothill-De Anza Community College
District, a California Community
College District

“Consultant”
Gilbane Building Company

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

By _____

Maas Companies, Inc.

By _____

Proposed Construction Phase Personnel & Expense

	2010 / 2011												2011 / 2012												2012 / 2013																							
	2010				2011				2010				2011				2011				2012				2012				2013																			
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total																	
Design																																																
Construction																																																
Close Out																																																
Field Personnel																																																
Senior Project Engineer (AW)	165 165 165 165 165 165 165 165												1,320																																			
Senior Superintendent (TE)	87 87 87 87 87 87 87 87												783												1,044												393											
Project Engineer (MH)	165												165												1,980												990											
Office Personnel																																																
Estimating Manager	8 8 8 8 8 8 8 8												56												96												24											
Scheduling Manager	40 8 8 8 12 8 8 8												92												112												28											

Reimbursables:	5,000
SUBTOTAL:	865,123
Staffing Contingency/Additional Services Allowance (2%):	17,202
TOTAL:	882,325

L

Title: Construction Change Order #1
Vendor: Hometown Construction Inc.
Agreement Date: April 14, 2011
Campus: Foothill College
Project Number: 100
Project Name: KRAUSE CENTER FOR INNOVATION – HVAC UPGRADES
Amount: \$ 0
For: Addition of 22 days to the project duration to allow for administrative work completed before the construction phase. This is a no-cost change order.

Action Requested: Approval



Prime Contract Change Order

100E Krause Center for Innovation - HVAC Upgrades

FHDA - Gilbane/MAAS

Date: 5/31/11

To Contractor:
Hometown Construction Inc.
2507 Elkhorn Blvd.
Rio Linda, CA 95673

Project # 100E
Contract Date: 4/14/11
Contract Number 1
Change Order Number: 1

The Contract is hereby revised by the following items:

Change Order # 1

KCI - HVAC Upgrades

PCCO	Description	Amount
1	Change to Special Conditions 00 73 10 - CCD #1 - Calendar Days Adjust duration of the project from 126 calendar days to 148 calendar days, adding 22 additional days to the submittal and paperwork phases.	\$ -
		Total
		\$ -

The original Contract Value was	\$ 396,033.00
Sum of changes by prior Prime Contract Change Orders	\$ -
The Contract Value prior to this Prime Contract Change order was	\$ 396,033.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ -
The new Contract Value including this Prime Contract Change Order will be	\$ 396,033.00
The Contract duration will be changed by	22 Days
The revised Substantial Completion date as of this Contract Change Order is	9/9/11

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.

Enovity, Inc.
ARCHITECT
100 Montgomery St., Ste 600
San Francisco, CA 94104

Hometown Construction
CONTRACTOR
2501 Elkhorn Blvd.
Rio Linda, CA 95673

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

By Jonathon Soper
SIGNATURE
DATE 6-9-11

By Jack Johnstone Vice President
SIGNATURE
DATE 5-31-11

By Charles Allen
SIGNATURE
DATE June 20/2011

COLLEGE APPROVAL

By ~~Lotha Jeanpierre~~ **SHIRLEY BAKER**
SIGNATURE
DATE



Measure C Bond Program
Construction Document Change Form

Construction Change Directive	<input checked="" type="checkbox"/>
Supplemental Instructions	<input type="checkbox"/>
Proposal Request	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

Project: KCI HVAC Upgrades	Directive Number: 001	Owner: <input checked="" type="checkbox"/>
12345 El Monte Rd.	Date: 4/15/11	Architect: <input type="checkbox"/>
Los Altos Hills, CA 94022	Contract for: General Construction	Consultant: <input type="checkbox"/>
To Contractor:	Contract Dated: 4/14/11	Contractor: <input type="checkbox"/>
Hometown Construction Inc.	Project Number: 100E	Field: <input type="checkbox"/>
2507 Elkhorn Blvd.		Inspector: <input type="checkbox"/>
Rio Linda, CA 95673		Other: <input type="checkbox"/>

You are hereby directed to make the following change(s) in this Contract:
See Special Conditions 00 73 10. - Changes are in *italic and underlined font*. Adjust the duration of the project from 126 calendar days to 148 calendar days, adding 22 additional days to the submittal and paperwork phases. All milestones remain the same as outlined in the attached Special Conditions 00 73 10.

Proposed Adjustments:

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Price is:

<input checked="" type="checkbox"/>	Lump Sum: \$ 0
<input type="checkbox"/>	Unit Price of \$ _____ per _____
<input type="checkbox"/>	As Follows: _____

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any is to (add 22 calendar days).

Contractor signature agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this document	
Enovity, inc	Foothill DeAnza CCD
ARCHITECT (firm name)	OWNER (Firm name)
100 Montgomery St., Ste 600	12345 El Monte Rd.
San Francisco, CA 94104	Los Altos Hills, CA 94002
ADDRESS	ADDRESS
BY (Signature)	BY (Signature)
<i>Matthew S. [Signature]</i>	<i>[Signature]</i>
(Typed name)	(Typed name)
DATE 4/15/2011	DATE 5/2/11

HomeTown Construction
CONTRACTOR (Firm name)
2507 Elkhorn Blvd.
Rio Linda, CA 95673
BY (Signature)
Jack Johnstone
Jack Johnstone, Vice President
(Typed name)

forty eight (148) calendar days after the date for commencement of the Work as set forth in the Notice to Proceed issued by the District, or construction shall be substantially completed on or before **September 9, 2011, which ever comes first.** Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages. The following milestone dates in section 4.1 depict the required phasing for this project

4.1 Construction Milestones – Total Calendar Days: 148

If the Notice to Proceed is not issued by **April 14, 2011**, then the 148 calendar days will be reduced and the substantial completion date of **September 9, 2011** and all Construction Milestone substantial completion dates shall still remain in effect as the contract requirement deferment, for the project.

Construction Milestones			
Milestones	Start Date	Substantial Completion	Calendar Days
1. Submittals for Specification Section 23 81 19	April 21, 2011 or 7 days after Notice to Proceed	May 21, 2011 or 45 days after Notice to Proceed	45
2. Submittals and Long Lead Procurement	April 14, 2011 or upon Notice to Proceed	June 20, 2011	72 or less (dependant on Notice to Proceed)
3. Site Access and Construction	July 05, 2011	September 09, 2011	48
4. Power Shut Down	August 19, 2011	August 28, 2011	9
5. Occupancy/Move In	September 14, 2011	September 21, 2011	7
6. Commissioning	Ongoing	September 16, 2011	
7. Punchlist	Ongoing	September 23, 2011	

Milestone 1 – Submittals for Specification Section 23 81 19: Submittals for Specification Section 23 81 19 are required 7 days after NTP to the Program Manager for review and approved by the design team in accordance with the Submittal Procedures of the specifications.

Milestone 2 – Submittals and Long Lead Procurement: All other Product Data, Shop Drawings, Samples, and General Condition Submittals, including but

to, from and around the work area(s) in accordance with all applicable regulations, including but not limited to American Disabilities Act. Contractor is also responsible for supplying a safe and unobstructed path of travel around the work area(s). Signage, fencing and other means/methods must be utilized by the contractor to achieve proper access and protection for the work area(s). The perimeter construction fence may require rearranging for construction duration to accommodate Campus functions.

- 7.1 Staging Area.** Staging, material lay down, and equipment storage areas shall be approved by the District through submittal of a logistics plan due 14 days after Notice to Proceed. Areas adjacent to work shall not be utilized to stockpile construction waste or debris. Lot 4-A will be available for parking and staging, Lot 4 will not be available unless specifically coordinated with adjacent construction work and approved by Program Manager.
- 7.2 Fire Lanes.** Contractor shall be responsible for just in time delivery of materials and removal of waste and debris.. Contractor shall make every effort to maintain the minimum Fire Lane requirements while working in these areas. Fire Lanes must be maintained at all times. Contractor shall be on standby to move vehicles in Fire Lanes in the event of an emergency. Construction debris bins, even though removed daily, are not allowed in Fire Lanes.
- 7.3 Coordination with other Work.** The contractor shall coordinate and cooperate with any and all other contractors and operations in the area and with the District in order to minimize disruption to the Campus and ensure satisfactory completion of the projects as defined by the Construction Documents. The contractor shall coordinate work with these contractors for utility connections, access to work, and other items as set forth in Article 9 of General Conditions.
- 7.4 Access to Job Site.** Adjacent PSEC project will be utilizing Lot 4 for construction. Access pathway to this Contractor's job site may be redirected due to adjacent work, the District will notify Contractor within 72 hours for coordination purposes. Access to this Contractor's job site will not be obstructed. Deliveries to be coordinated with adjusted access pathways.
- 7.5 Protection of Existing.** Items that are within the Krause Center of Innovation and its surrounding shall be protected against damage during construction. Any and all existing structures, hardscape, landscaping, walls, finishes, furnishing, electronics, restrooms, etc shall be turned over in a like condition as prior to start of construction. This Contractor is responsible for protecting items as necessary to see they are returned in

- 14 Hazardous Materials.** Hazardous materials abatement work must be done by a properly licensed and certified contractor.
- 15 Site Utilization.** Contractor is responsible for conforming to, and containing their activities within the confines of the project area. Contractor shall submit a Site Utilization Plan to be approved by the Program Manager.
- 16 Special Care.** During demolition and construction designated areas must be given special care to ensure the equipment is not damaged. Any "protective cover" must be approved by the Program Manager and Campus Representatives before hand and any disconnections, etc. must be coordinated 72 hours in advance, no exceptions.
- 17 Or Equal.** In circumstances throughout the technical specifications and drawings where the information regarding the request to substitute a specified item for an "or equal" may conflict with Document 00 21 13 - Instruction for Bidders, Item 23 - Substitution of Specified Items, the latter shall prevail. In circumstances throughout the technical specifications and drawings where only one brand or model is listed, and such item is not designated as a District standard, the term "or equal" shall apply and is hereby inserted.
- 18 Markups.** Materials, labor and equipment markup for added scope and reductions in scope percentages are defined in Section 01 26 00.
- 19 General Conditions Article 6.3.1 - Submittal of Preliminary Construction Schedule.** Add the following sentence to this Article: "Submit the project construction schedule in both printed and electronic format, with scheduling logic that identifies critical path for review and approval by the Program Manager." The contractor shall use programs such as Primavera or Microsoft Project.
- 20 Architect.** Enovity, Inc. shall act as the Architect for this project. All references to "Architect" in the contract documents refer to Enovity, Inc., (Mechanical Engineers).
- 21. Campus Wide Power Shutdowns and Temporary Generators.**
- Scheduled Electrical Power Shut Downs.** Campus-wide electrical power shut downs may be scheduled for other groups to perform their work on campus. This project's Contractor shall provide their own temporary power during the scheduled electrical outage in order to maintain their construction schedule. This project's Contractor is responsible for providing, securing, permitting, maintaining, and fueling their portable generator/s. They are also required to fully adhere to all applicable Santa Clara County Environmental Health Department and the Bay Area Air Quality Management District mandatory requirements for temporary generators, payment of permit fees, supplying required connections,

Title: Change Order #7
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: \$3,940.00
For: Additional electrical outlets at teacher consoles in 13 locations in Building 6200, 6300 & 6500 for the telecommunications system, as requested by the District.

Total project changes represent 7.31% 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: 6/24/2011

To Contractor:

Zolman Construction and Development Inc.

565 Bragalo Road

San Carlos, CA 94070

The Contract is hereby revised by the following items:

CO #7

DSA Number

Architect's Project

Contract Date: 10/18/2010

Contract Number: MC110737

Change Order Number: 007

PCO	Description	Amount
031	Provide labor and material to install two external 4 plex receptacles from the wiremold to teacher consoles in 13 locations in Building 6200, 6300 and 6500.	\$3,940
The original Contract Value was.....		\$2,140,000
Sum of changes by prior Prime Contract Change Orders.....		\$152,490
The Contract Value prior to this Prime Contract Change Order was.....		\$2,292,490
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....		\$3,940
The new Contract Value including this Prime Contract Change Order will be.....		\$2,296,430
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 Bragalo Road

San Carlos, CA 94070

Address

By Kashanian, Mark

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: