

Board of Trustees Agenda Item

Board Meeting Date: August 29, 2011

Title of Item: Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$268,570

De Anza College –

- A) Noll & Tam Architect's – Revision #6 to *PAA #1C – Seminar Building - \$ 0/Extend Contract Schedule Only
- B) Noll & Tam Architect's – Revision #5 to *PAA #2C – Multicultural Center - \$0/Extend Contract Schedule Only
- C) Quali-Con Enterprise, Inc. – Revision #1 to Agreement for Services – Seminar and Multicultural Center - \$0/Extend Contract Schedule Only
- D) The Ratcliff Architects – Revision #11 to Agreement – Mediated Learning Center - \$24,360
- E) Sundt Construction, Inc. – Change Order #4 – Mediated Learning Center - \$28,452

Foothill College –

- F) Allana, Buick & Bers, Inc. – *PAA-F-ABB-03 – Modernization of Building 5700 - \$58,240
- G) Applied Materials & Engineering, Inc. – Agreement for Services – Smithwick Theater - \$13,136
- H) Hathaway Dinwiddie Construction Company – Change Order #3 – Physical Science and Engineering Center - \$82,186
- I) Hometown Construction, Inc. – Change Order #2 – Krause Center for Innovation – HVAC Upgrades - \$6,356
- J) Ratcliff Architects – Agreement for Services – Fine Arts, Print Shop & Plant Services - \$33,900
- K) Ratcliff Architects – Change #11 to Agreement for Services – Physical Sciences & Engineering Center - \$6,940
- L) WRNS Studio, LLP – Revision #4 to *PAA-F-WRNS – 1B – Central Campus Site Improvements - \$15,000

***Project Authorization Amendment**

Executive Director of Facilities, Operations, and Construction Management Charles Allen, Director, Bond Program Management, De Anza College Tom Armstrong, and Bond Program Management, Foothill College Art Heinrich, recommend Board ratification/approval of the Measure C consent items.

Submitted by:	Charles Allen x6150
Additional contact names:	Tom Armstrong Art Heinrich
Is backup provided?	Yes

Title: Revision #6 to PAA 1C
Vendor: Noll & Tam Architect's
Agreement Date: May 6, 2008
Campus: De Anza College
Project Number: 205
Project Name: Seminar Building
Amount: Extend contract schedule only.
For: This revision is for time extension required due to DSA certified closeout activity delays. There is no cost associated with this change.
Original Contract Duration: May 6, 2008 to December 31, 2010
Revised Contract Duration: May 6, 2008 to December 31, 2012

Action Requested: Ratification

**Revision Number 6 to Project Authorization Amendment #1C
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

Revision Number 6 to PAA #1C dated May 6, 2008 between Foothill - De Anza Community College District and Noll & Tam Architects for Seminar Building.

REVISION DATE: August 29, 2011

SCOPE OF WORK:

This revision is for time extension required due to DSA certified closeout activity delays. There is no cost associated with this change.

Original Contract Duration: May 6, 2008 to December 31, 2010

Revised Contract Duration: May 6, 2008 to December 31, 2012

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

COMPENSATION:

Original contract value:	\$103,255
Net change in contract value from previous revisions:	\$ 29,538
Contract value prior to this revision:	\$ 132,793
Net change in contract value due to this revision:	\$ 0
New contract value including this revision:	\$132,793

All other contract terms to remain in place per the Master 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

ARCHITECT

Signature

Date

Chris Noll

Principal

Noll & Tam Architects

B

Title: Revision #5 to PAA 2C
Vendor: Noll & Tam Architect's
Agreement Date: May 6, 2008
Campus: De Anza College
Project Number: 205
Project Name: Multicultural Center
Amount: Extend contract schedule only.
For: This revision is for time extension required due to DSA certified closeout activity delays. There is no cost associated with this change.
Original Contract Duration: May 6, 2008 to December 31, 2010
Revised Contract Duration: May 6, 2008 to December 31, 2012

Action Requested: Ratification

**Revision Number 5 to Project Authorization Amendment #2-C
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

Revision Number 5 to PAA #2-C dated May 6, 2008 between Foothill - De Anza Community College District and Noll & Tam Architects for Multicultural Center.

REVISION DATE: August 29, 2011

SCOPE OF WORK:

This revision is for time extension delays related to DSA Closeout activities. There is no cost associated with this change.

Original Contract Duration: May 6, 2008 to December 31, 2010

Revised Contract Duration: May 6, 2008 to December 31, 2012

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

COMPENSATION:

Original contract value:	\$ 147,372
Net change in contract value from previous revisions:	\$ 20,202
Contract value prior to this revision:	\$ 167,574
Net change in contract value due to this revision:	\$ 0
New contract value including this revision:	\$ 167,574

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

Amendment agreed to by:

OWNER

Signature

Date

Charles Allen

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

ARCHITECT

Signature

Date

Chris Noll

Principal

Noll & Tam Architects

Title: Revision #1 to Agreement for Services
Vendor: Quali-Con Enterprise, Inc
Agreement Date: March 15, 2010
Campus: De Anza College
Project Number: 205
Project Name: Seminar and Multicultural Center
Amount: Extend contract schedule only.
For: This revision is for time extension required due to DSA certified closeout activity delays. There is no cost associated with this change.
Original Contract Duration: March 1, 2010 to June 30, 2011
Revised Contract Duration: March 1, 2010 to December 31, 2012

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC101269

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 29 day of August, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, 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.

Original Contract Duration: March 1, 2010 to June 30, 2011

Revised Contract Duration: March 1, 2010 to December 31, 2012

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC101269

Revised EXHIBIT "A"

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

This revision is for time extension required due to DSA certified closeout activity delays. There is no cost associated with this change.

Original Contract Duration: March 1, 2010 to June 30, 2011

Revised Contract Duration: March 1, 2010 to December 31, 2012

Revised 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 the additional fee for increased scope of work or the deductive amount for decreased scope of work)

Per original agreement.

ORIGINAL AGREEMENT AMOUNTS \$ 61,000
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0
NEW TOTAL AGREEMENT AMOUNTS \$ 61,000

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC101269

In any event, the total payment for services of contractor shall not exceed \$ 61,000
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

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

Title: Revision #11 to Standard Form of Agreement
Vendor: The Ratcliff Architects
Agreement Date: June 17, 2008
Campus: De Anza College
Project Number: 261
Project Name: Mediated Learning Center
Amount: \$24,360
For:

- Provide research, meetings, and analysis necessary to respond to District requested changes related to telecommunications submittals.
- Provide research, analysis, and updated contract documents necessary to respond to District requested lighting fixture changes.
- Provide research, analysis, and updated contract documents necessary to respond to District request that the DeAnza College Emergency Operations Center be located in the Mediated Learning Center. Changes involve electrical, telecommunications, and security documents.
- Provide research, analysis and updated contract documents necessary to respond to District requested changes to student lounge area. Changes involve electrical, telecommunications and plumbing documents.

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

Action Requested: Approval

The Ratcliff Architects – Revision #11

Revision #11 to the Standard Form of Agreement (Purchase Order #G979234)
dated June 17, 2008 between Foothill-De Anza Community College District and
The Ratcliff Architects.

DATE OF REVISION:

August 29, 2011

SCOPE:

- Provide research, meetings, analysis and bulletins necessary to respond to District requested changes related to telecommunications submittals.
- Provide research, analysis, and updated contract documents necessary to respond to District requested lighting fixture changes.
- Provide research, analysis, and updated contract documents necessary to respond to District request that the DeAnza College Emergency Operations Center be relocated in the Mediated Learning Center. Changes involve electrical, telecommunications, and security documents.
- Provide research, analysis and updated contract documents necessary to respond to District requested changes to student lounge. Changes involve electrical, telecommunications and plumbing documents.

COMPENSATION:

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	\$ 426,020.00
Contract value prior to this revision:	\$ 5,050,320.00
Net change in contract value due to this revision:	\$ 24,360.00
New contract value including this revision:	\$ 5,074,680.00

SCHEDULE:

No Change

OTHER:

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

Revision agreed to by:

OWNER

Signature	Date
Charles Allen	
FHDACCD - Executive Director of Facilities, Operations, and Construction Management	

CONSULTANT

Signature	Date
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Print Name
The Ratcliff Architects

July 25, 2011

Mr. Tom Armstrong
Director Bond Program Management, Planning, Design, & Construction Management,
De Anza College
21250 Stevens Creek Blvd
Cupertino, California 95014

Subject: **Proposal for Additional Services (#13)**
De Anza College Mediated Learning Center (MLC)
Measure C PROJECT NO. 261
Ratcliff Project No. 27046

Dear Mr. Armstrong:

RATCLIFF presents this proposal for Additional Services on the De Anza Mediated Learning Center project. Over the past several months RATCLIFF has received a number of requests from the District for elective (discretionary) design modifications. This additional scope is for architectural services provided by RATCLIFF and its consultants for the management, design, documentation, and coordination necessary to provide architectural, structural, and specialty consultants for the expanded scope of work. With this expansion of the work RATCLIFF is requesting an increase to our original contract. This letter is to seek formal authorization from you for the performance of Additional Services by RATCLIFF and its consultant under Article 3.3 of the June 17, 2008 Standard Form of Agreement Between The Foothill-De Anza Community College District & "New" Architects (*Purchase Order G979234*).

The scope of Additional Services is as follows:

A) Telecommunications: CA Phase

Telecommunications / Division 27: Efforts necessary to review and respond to new questions and challenges to the design and to make changes to a design that are not related to any District standard nor required for functionality. .

B) Lighting: CA Phase

Lighting: The District has requested several changes to fixture specifications and requested validation of elements of the existing design.

C) Emergency Operations Functionality : CA Phase

Revise electrical and telecommunications services as defined in July 15, 2011 Gilbane email (with attachments) to Ratcliff.

D) Student Lounge Cart Utilities: CA Phase

Revise plumbing, electrical and telecommunications services as defined in July 15, 2011 Gilbane email (with attachments) to Ratcliff.

Mr. Tom Armstrong
July 25, 2011
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RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Twenty Four Thousand Three Hundred and Sixty Dollars (\$24,360) without written authorization by the Owner.

The following are the breakdown totals for the *De Anza MLC Work: 27046 – Expanded Scope of Work:*

A) Telecommunications:

Total Ratcliff's Fee		
Design Revisions & Additional Detailing:	\$3,300	\$3,300
Consultant Fees		
SFMI (Telecom/AV consultant):	\$6,300	
Consultant Markup 10%:	630	
Total Consultant Fee:	\$6,930	\$6,930
Total – Task A:		\$10,230

B) Lighting:

Total Ratcliff's Fee		
Extra Meetings & Coordination:	\$1,300	\$1,300
Consultant Fees		
Flack + Kurtz (MEP/FP consultant):	\$1,000	
Consultant Markup 10%:	100	
Total Consultant Fee:	\$1,100	\$1,100
Total – Task B:		\$2,400

C) Emergency Operations Functionality:

Total Ratcliff's Fee		
Additional Design & Coordination:	\$1,300	\$1,300
Consultant Fees		
SFMI (Telecom/AV consultant):	\$2,950	
Flack + Kurtz (MEP/FP consultant):	\$1,750	
Consultant Sub-Total	\$4,700	
Consultant Markup 10%:	\$470	
Total Consultant Fee:	\$5,170	\$5,170
Total – Task C:		\$6,470

RATCLIFF

Mr. Tom Armstrong
July 25, 2011
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D) Student Lounge Cart Utilities:

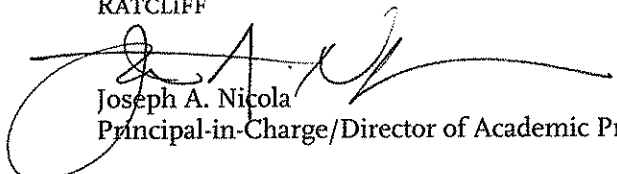
Total Ratcliff's Fee		
Additional Design & Coordination:	\$1,300	\$1,300
<u>Consultant Fees</u>		
SFMI (Telecom/AV consultant):	\$1,600	
Flack + Kurtz (MEP/FP consultant):	\$2,000	
Consultant Sub-Total	\$3,600	
Consultant Markup 10%:	\$360	
Total Consultant Fee:	\$3,960	\$3,960
<u>Total – Task D:</u>		\$5,260

TOTAL FEE for Expanded Scope of Work services: \$24,360

Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Very truly yours,
RATCLIFF


Joseph A. Nicola
Principal-in-Charge/Director of Academic Practice

cc: Diana Mizuhara, Ratcliff Accounting
Mike Matson, Ratcliff
Bill Blessing, Ratcliff

RATCLIFF

Title: Prime Contract Change Order #04
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 28,452
For: Prime Contract Change Order #04 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by increasing the value of the Guaranteed Maximum Price (GMP). The increase in the GMP is related to changes involving the mechanical louver screen materials, rooftop parapet details, mechanical room ceiling insulation, and added structural elements required to support the mechanical shafts and strengthen the atrium topping slab.

The total Change Orders to date represent -1.1% against the original contract amount. Funding for this change is included in the current budget. There are no changes to the project schedule.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 8/29/2011

To Contractor:

Sundt Construction, Inc.
2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

DSA Number

43-C2 110956

Project #

Ratcliff #27046.01

Contract Date:

12/17/2010

Contract Number: MC111053

Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Description	Amount
008	SCI COR #014 / Bulletin-3 - Change atrium louver screen material to stainless (Owner Directive), revise rooftop double parapet wall details, and add mechanical room ceiling insulation (Architect Directive).	\$11,932
048	SCI COR # 016 / RFI 399 - Mechanical shaft structural framing changes (sheet D5/A-524) to provide additional structural integrity. Architect directive.	\$6,986
049	SCI COR #017 / RFI 387 / CCD #03 - Added Welded wire fabric in atrium topping slab for structural integrity. Architect directive.	\$9,534

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(410,957)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,571,398
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$28,452
The new Contract Value including this Prime Contract Change Order will be.....	\$34,599,850
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/15/2012

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.

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR

2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By Michael Whittaker

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Project Authorization Amendment PAA-F-ABB-03
Vendor: Allana, Buick & Bers, Inc.
Agreement Date: August 10, 2011
Campus: Foothill College
Project Number: 106
Project Name: Modernization of Building 5700
Amount: \$58,240.00
For: Design professional services for construction documents and construction administration phases of the project. The project scope includes re-roofing building 5700, demolition of the old horticulture Green House structure, and rebuilding and waterproofing the West facing wall which will be exposed once the green house is demolished.

The funding is included in the current budget.

Action Requested: Ratification

**Project Authorization Amendment F-ABB-03
Between Foothill-De Anza Community College District
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the 10th Day of August 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 # BUILDING5700 ROOF REPLACEMENT.

For Construction Documents, Bidding, and Construction Administration Phases

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 HMC Architects, (Architect) have a fully executed Standard Form of Master Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect.

WHEREAS, the Architect and its Design Consultants are each duly qualified and properly licensed/registered to provide and perform all Services under the agreement and all subsequent Project Authorization Amendments.

NOW THEREFORE this Project Authorization Amendment (PAA) is incorporated into the Agreement, by agreement between the District and Architect, for the Project named above and described below.

1. Architect's Authorized Scope of Services
 - a. Provide full Construction Document, Bidding, and Construction Administration Phase services as described in articles 2.2, 2.3, 2.4, 2.5 and 2.6 of the Agreement.
2. Project Scope
 - a. Replacement of existing roof with a new, 4-ply, white mineral cap sheet built up roof system
 - b. Raise the existing perimeter edge to create a parapet wall condition.
 - c. Installation of plumbing required for three (3) new roof drains with tie-in to existing exterior drainage system.
 - d. Demo and removal of existing Green House structure.
 - e. Destructive testing at exterior brick façade for design of waterproofing system at one location.
 - f. Waterproofing of exterior perimeters.

- g. Demo of existing door with installation of new curb details at doorways leading to greenhouse structure.
- h. Demo of existing wall mounted HVAC unit.
- i. Exterior Painting Roll-up doors, doors and trim. (Prime and Painting)
- j. Demo of existing windows and installation of seven (7) new windows as per design details established for the Project #227 DeAnza project. Windows to be insulated glass/tinted with no window treatment.
- k. New siding on west elevation 1x8 redwood.

3. Project Contract Price – Architect's Compensation

- a. Services shall be provided by the Architect for the fixed fee stated below.
- b. Payment will be made to the Architect by the District monthly in proportion to work completed in the previous month.
- c. Summary of Fees:

Basic Services	
Construction Documents	\$ 39,240.00
Construction Administration	\$ 19,000.00
Total not to Exceed	\$ 58,240.00

4. Architect's Schedule

a. Construction Documents	August 2011 – November 2011
b. 50% CD Submittal and Estimate	TBD
c. 100% CD Submittal and Estimate	12/1/11
d. College CD Review	TBD
e. Procurement	December 2011 – March 2012
f. Construction	March 2012 – June 2012

"District"

FOOTHILL- DE ANZA COMMUNITY COLLEGE DISTRICT
a California Community College District

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

"Consultant"

ALLANA BUICK & BERS, INC.

By: _____ Date: _____
Eugene Buick,
Principal and COO
Allana Buick & Bers, Inc.

Title: Agreement for Services
Vendor: Applied Materials & Engineering, Inc.
Agreement Date: July 29, 2011
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$13,136.00
For: Special inspection services as required by the Division of the State Architect.
The funding for this contract is within the current budget.

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 29th 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 Applied Materials & Engineering, 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 \$ 13,136.00.
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 29, 2011 through June 29, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

8. Non-Discrimination.

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

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PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

FootHill DeAnza Community College District

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

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

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

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

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

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

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

*****Page 3 of 6

PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

Authorized Design Professional Signature

Date _____

Authorized Design Professional Signature

Print Name _____

Design Professional's Company Name

Design Professional's Tax I.D. Number

AmB₃

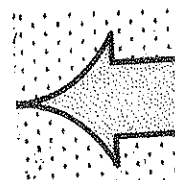
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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



Page 4 of 6

PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District _____
Applied Materials & Engineering, 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)

DSA Special Inspection Services as required by DSA form 103:

- Structural Steel & High Strength Bolts: 104 hours of Shop and Field Welding, Review of ten welding procedures, and one set of high strength bolt tests.
- Post Installed Anchors: 24 inspection hours to test post installed anchors.
- Final Affidavit: preparation of final inspection affidavit required to close the project out with DSA certification.

- 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 personnel and billed monthly.

Submit Invoices to:
Gillbane/MAAS Accounting
RE: Project 120 - Smithwick Theater
12345 El Monte Road
Los Altos Hills, CA 94022

In any event, the total payment for services of Design Professional shall not exceed \$13,136.00 _____ and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 29, 2012.

*****Page 5 of 6

PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

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

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

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

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

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

*****Page 6 of 6

PROJECT # 120 - Smithwick Theater DESIGN FIRM _____

BRIEF DESCRIPTION OF TYPE OF SERVICE Special Inspection Services as required by DSA

Title: Change Order 3
Vendor: Hathaway Dinwiddie Construction Company
Agreement Date: February 10, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Science and Engineering Center
Amount: \$ 82,186.00
For: Site utility revisions per Purissima Hills Water District requirements; fire line rerouting due to unforeseen conditions; Architect-directed change to steel framing connections; and a credit for re-routing a storm drain line.

This change plus all previously approved change orders equal to 0.64% of the base contract value. The funding for this change is included in the budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 8/1/2011
To Contractor:
Hathaway Dinwiddie Construction
565 Laurelwood Rd.
Santa Clara, Ca 95054

DSA Number 01 - 111001
Architect's Project
Contract Date: 2/10/2011
Contract Number: MC111059
Change Order Number: 003

The Contract is hereby revised by the following items:

Change Order 3 - August 29, 2011 BOT

PCO	Description	Amount
012	(HD COR 1006) Bulletin 14 Revised Contract Documents to Double Bolted Collector Connections Between Wide Flange Beams, and Wide Flange Columns	\$4,372
022	(HD COR 1006) RFI 2339-E-030 Change Original 3x5 Vault to a larger Manhole Box	\$24,581
024	(HD COR 1010) Bulletin Number 11R1 - Retaining wall Subdrain & PHWD Revision (Sanco)	\$19,694
026	(HD COR 1012) Bulletin Number 27 - Fireline Routing Revisions	\$25,470
027	(HD COR 1013) RFI 2271-C-042.001 Invert at Storm Drain	\$(1,949)
028	(HD COR 1014) RFI 2272 & 2288 Back Flow Preventor & the Domestic Waterline	\$10,018

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$184,116
The Contract Value prior to this Prime Contract Change Order was.....	\$41,760,298
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$82,186
The new Contract Value including this Prime Contract Change Order will be.....	\$41,842,484
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/8/2012

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 that arise out of this change order.

Ratcliff

Hathaway Dinwiddie Construction

Foothill-De Anza Community College
District

ARCHITECT
5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR
565 Laurelwood Rd.
Santa Clara, Ca 95054

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By

By Steve McCoid

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

**HD Project 160 PSEC ONLY - Prime Contract Change
Order**
Detailed, Based on Unit Prices, Architect - Foothill with
DSA Number

College Approval

Signature

Date: _____

Title: Agreement for Services
Vendor: Ratcliff Architects
Agreement Date: August 12, 2011
Campus: Foothill College
Project Number: 115
Project Name: FAPPS
Amount: \$33,900.00
For: Design professional services to prepare a site study and feasibility study for the Plant Services and Print Shop facilities related to the FAPPS (Fine Arts, Print Shop & Plant Services) project.
The funding is included in the current budget.

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 12th day of August, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architects 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 \$ 33,900.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from August 12, 2011 through August 12, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

*****Page 1 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Feasibility Study

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

8. Non-Discrimination.

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

*****Page 2 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects

BREIF DESCRIPTION OF TYPE OF SERVICE Feasibility Study

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.

*****Page 3 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Feasibility Study

Foothill-DeAnza Community College District

_____	_____
Authorized Design Professional Signature	Date

Print Name	

Design Professional's Company Name	

Design Professional's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Feasiblity Study

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District _____
Ratcliff Architects _____, 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)
- Feasibility Study scope of work includes:
1. Document existing conditions.
 2. Meet with user group representatives to confirm and/or develop program.
 3. Coordinate Civil, MEP, Cost, and Modular Consultants as required.
 4. Study site options.
 5. Study modular building options.
 6. Prepare cost estimated for one or two options.
 7. Present and review options with District, College and user representatives.
 8. Prepare report of final findings including Architectural site plan, civil plan, floor plan, elevations, MEP plans, service yard details, and cost estimate as required.

- 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)

This work will be completed on a time and materials basis not to exceed \$33,900. Invoices will be submitted monthly based on actual hours worked on the project. Billing rates are attached to this contract at Attachment B.

Please submit all invoices to:
Gilbane/MAAS Accounting
RE: Project 115 FAPPS
12345 El Monte Road
Los Altos Hills, CA 94022

In any event, the total payment for services of Design Professional shall not exceed \$39,900.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until August 12, 2012.

*****Page 5 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Feasibility Study

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

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

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

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

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

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

*****Page 6 of 6

PROJECT # 115 FAPPS DESIGN FIRM Ratcliff Architects
BRIEF DESCRIPTION OF TYPE OF SERVICE Feasibility Study

K

Title: Change #11 to Agreement for Services
Vendor: Ratcliff
Agreement Date: February 3, 2009
Campus: Foothill College
Project Number: 160
Project Name: PHYSICAL SCIENCES & ENGINEERING CENTER
Amount: \$ 6,940.00
For: Design changes to simplify control of Lot 4 and Loop Road lighting circuits, and additional design for electrical coordination of the existing PSEC traffic signal with the signal to be installed at the PSEC Threshold as part of Project 162, Parking and Circulation.

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

Action Requested: Consent

CHANGE NO. 11 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 30th day of August, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Ratcliff 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. 11
To Agreement/Purchase Order No. PG877560

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Ratcliff

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 design services for revisions to the PSEC Lot # 4 Lighting, Loop Road Street Lighting and interfacing the PSEC traffic signal equipment with the new traffic signal and equipment that will be a part of the PSEC Threshold. See the attached proposal from Ratcliff & Gayner Engineers.

- 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 \$6,940.00

ORIGINAL AGREEMENT AMOUNT\$ 845,140.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 5,052,296.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 6,940.00
NEW TOTAL AGREEMENT AMOUNT\$ \$5,904,376.00

In any event, the total payment for services of contractor shall not exceed \$ 6,940.00
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

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

Wm. J. Blay
Contractor Signature

8/1/11
Date

Ratcliff
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By AMA
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 \$20,000.



5856 Doyle Street
Emeryville CA 94608

Tel 510 899 6400
Fax 510 899 6404
www.ratcliffarch.com

July 29, 2011

Mr. Art Heinrich
Bond Manager
Foothill College
12345 El Monte Road
Los Altos Hills, California 94022

Subject: Proposal for Additional Services (#11)
Foothill College Physical Sciences and Engineering Center (PSEC)
Measure C PROJECT NO. 766-160
FOOTHILL COLLEGE PHYSICAL SCIENCES AND ENGINEERING
CENTER
FH Project No. 12699A
Ratcliff Project No. 27045

Dear Mr. Heinrich:

We are requesting additional services for architectural services provided by Ratcliff and its consultants for the management, documentation, and coordination necessary to provide architectural, structural, and specialty consultants for the expanded scope of work as described below. With this expansion of the work Ratcliff is requesting an increase to our original contract.

Reference Contracts:

Pre-Design Phase:	Purchase Order G876095
Schematic Design Phase:	Measure C PROJECT NO. 766-160
Design Development – Construction Phase:	Revision #01
LEED & FFE	Revision #02
Utility Extension, Sports Field Coordination	Revision #03
Schematic Design Extension	Revision #04
Miscellaneous Tasks	Revision #05
Acoustical Barrier	Revision #06
Pre-Construction Services	Revision #07
Miscellaneous Tasks	Revision #08
Path to KCI	Revision #09
Miscellaneous Tasks	Revision #10

Mr. Art Heinrich
July 29, 2011
Page 2 of 2

The scope of Additional Services includes:

Miscellaneous MEP Revisions

At district request, the design team has been asked for additional MEP Engineering Services for revisions to Parking Lot 4 Lighting, Street Lighting, and Tesco Pedestal Traffic Signal Light. See attached proposal from Gayner.

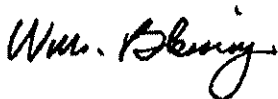
<u>Total Ratcliff's Fee</u>		
Coordination meetings and Bulletin:	\$1,000	\$1,000
<u>Consultant Fees</u>		
Gayner:	\$5,400	
Consultant Markup 10%:	<u>\$540</u>	
Total Consultant Fee:	\$5,940	
Total Add Service:		<u>\$6,940</u>

TOTAL FEE for Expanded Scope of Work services: **\$6,940**

Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Sincerely,
RATCLIFF



William Blessing
Associate Principal

cc: Diana Mizuhara, Ratcliff Accounting
Patricia Alarcón, Foothill PSEC Project Manager, Ratcliff

RATCLIFF

GAYNER ENGINEERS



1133 Post Street • San Francisco, CA 94109 • Telephone 415.474.9500 • Fax 415.474.1363

July 20, 2011
Proposal
Via email & mail

Ratcliff
5856 Doyle Street
Emeryville, CA 94608

Attention: Patricia Alarcon, AIA, Project Manager
Subject: Proposal for Additional MEP Engineering Services for Parking Lot 4
Lighting, Street Lighting, Tesco Pedestal, & Traffic Signal Light
Revision;
Foothill College North Hill Science Lab

Dear Patricia:

We are pleased to submit this proposal to provide electrical engineering services for the subject project. Our scope of work shall be limited to the followings:

1. Provide electrical design to revise the lighting pedestal control for connection to parking lot lighting and Loop Road Street Light per our telephone conversation with Robert Williamson and the College Representatives on 19th of July, 2011.
2. Provide electrical design and revision for additional traffic signal light with input from Traffic Signal Consultant.

Our engineering fee for the above scope of work shall be a not-to-exceed **Fee of Five Thousand Four Hundred Dollars (\$5,400.00)**.

I hope this proposal meets your approval. Please do not hesitate to call me if you have any question.

Sincerely
Gayner Engineers

Daniel Lee, PE

Cc: File, NM, DP
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traffic signal revision Proposal.doc

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Title: Revision #4 to PAA F-WRNS-1B
Vendor: WRNS Studio, LLP
Agreement Date: October 6, 2009
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$15,000
For: Incorporation of supplemental topographic survey data into the Construction Documents for areas outside the original scope, and clarifications to previous survey data provided by the District.

The funding is included in the current budget.

Action Requested: Ratification

Revision #4 to PAA F-WRNS-1B

Revision #4 to Project Authorization Amendment F-WRNS-1B dated October 6, 2009 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 144 – **Central Campus Site Improvements.**

SCOPE OF WORK:

I. Survey Review & Updates:

Incorporate supplemental topographic survey data from Sandis into the Construction Documents.

- a. Identification of erroneous survey, documentation of problems and meeting to discuss next steps (services provided in June 2010).
- b. Review proposed strategy to modify the survey, meeting to discuss, markup of conform points for surveyors.
- c. Integration of new survey into Construction Document set, modification of Grading sheets L301B-L304B, Drainage sheets L410B-L404B, and applicable Detail sheet, project restart.

COMPENSATION:

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 57,490.00
Net change in contract value due to this Revision #4:	<u>\$ 15,000.00</u>
New contract value including this revision plus Reimbursables:	\$ 754,490.00

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

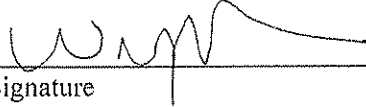
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

Wright Sherman
Associate Partner
WRNS Studio, LLP

PAA F-WRNS-1B Revision #4
Revision Date: August 29, 2011