

Board of Trustees Agenda Item**Board Meeting Date:** November 7, 2011**Title of Item:** Measure C Consent**Background and Analysis:**

The aggregate of these items is: \$ 917,912

De Anza College –

- A) Allana Buick & Bers, Inc. – Revision #1 to Project Authorization Amendment #D11 – L1 & L8 Tile Roof Repair – (\$44,567)
- B) Allana Buick & Bers, Inc. – Revision #5 to Project Authorization Amendment #D06 to Master Agreement – Repair Tile Roofs – Phase III – E2-E3 & Administration Building - \$723
- C) Architectural Resources Group – Revision #1 to Project Authorization Amendment #2D to Master Agreement – Baldwin Winery & East Cottage - \$18,199
- D) Consolidated Engineering Laboratories, Inc. – Lots A & B and Kirsch PVS - \$66,867
- E) Cleary Consultants, Inc. – Revision #2 to Agreement – Stadium and Track - \$10,400
- F) Environmental Construction Services, Inc. – Project Assignment Amendment #D15 – ATC - \$5,350
- G) Environmental Construction Services, Inc. – Project Assignment Amendment #D16 – Stadium and Track Improvements - \$4,850
- H) Environmental Construction Services, Inc. – Project Assignment Amendment #D17 – Campus Center Phase II - \$510
- I) Joseph J. Albanese Inc. – Change Order #1 – Combined Site Improvements Phase I - \$224,436
- J) Joseph J. Albanese Inc. – Change Order #2 – Combined Site Improvements Phase I - \$173,968
- K) Romkon Inc. – Change Order #2 – Repair Tile Roofs – Phase III: E2-E3-Administration Building – (\$1,540)
- L) Sandis – Revision #3 to Project Authorization Amendment – Combined Site Improvements Phase I - \$71,966
- M) Sundt Construction, Inc. – Change Order #2 – Mediated Learning Center - \$175,682
- N) SunPower, Inc. Change Order #2 – Lots A & B and Kirsch PVS - \$4,508
- O) Valhalla Builders – Change Order #2 – Campus Center Renovation Phase II - \$3,029
- P) Wasinger Inspection Services – Revision #1 to Agreement – Combined Site Improvement Phase I - \$3,911

Foothill College –

- Q) B Brothers Construction, inc. – Change Order #2 – Building 3500 Glu-Lam Beam and Gutter Repair - \$5,637
- R) BSK Associates, Engineers & Laboratories – Change Order #1 – Physical Sciences and Engineering Center - \$2,000
- S) Cleary Consultants, Inc. – Revision #1 to Agreement – Parking and Circulation - \$7,800
- T) Engineering Economics, Inc. – Revision #2 to Project Authorization Amendment #F01 – Modernization of Administration Building and General Classrooms - \$0
- U) Hathaway Dinwiddie Construction Company – Change Order #4 – Physical Sciences and Engineering Center - \$44,185
- V) Lucas Parking Corporation – Attendant Parking Services Agreement – Physical Science and Engineering Center – Parking Replacement - \$26,310
- W) Ralph Larsen & Son, Inc. – Change Order #2 – Smithwick Theater - \$42,264
- X) Ratcliff – Add Service Agreement #12 – Physical Sciences and Engineering Center - \$61,468
- Y) Structure Consultants Inc. – Change Order #2 – Physical Sciences and Engineering Center - \$3,150
- Z) Taber Construction – Change Order #5 – Utilities Infrastructure Upgrades Phase I - \$6,806

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

| | |
|---------------------------|---|
| Submitted by: | Charles Allen, Executive Director, Facilities, Operations, & Construction Management |
| Additional contact names: | Tom Armstrong, Director, Bond Program Management, De Anza College, Art Heinrich, Director, Bond Program Management, Foothill College |
| Is backup provided? | Yes |

Title: Revision #1 to PAA # D11
Vendor: Allana Buick and Bers, Inc.
Agreement Date: May 3, 2011
Campus: De Anza
Project Number: 236D
Project Name: L1 & L8 TILE ROOF REPAIR
Amount: <\$44,567>
For: Scope reduction due to the removal of buildings L2 and L7 from the scope of this project resulted in reduction in fees. Additions include construction monitoring during construction and the repackaging of drawings and specifications.

The funding for this change is within the current budget.

Action Requested: Approval

**Revision #1 to Project Authorization Amendment (PAA) # D11 dated May 3, 2011 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

Revision #1 to PAA #D11 made as of the 7th day of November in the year Two Thousand & Eleven

Purchase Order No.: MC111602
Master Agreement: 10/09/08
PAA D11: 05/03/11
PAA D11 Rev. #1: 10/03/11

Assigned Project Description:

Current Project Description:

Measure C - Bond Project # 236D L-Quad Roofing & L7 HVAC Repairs

The Project shall be described as:

L1 & L8 Tile Roof Repair

1. Revision to Basic Services and Scope of Work:

Revision #1 to PAA # D11 addresses the removal of buildings L2 and L7 from the scope of work of this project and includes the following:

Design Phase Services:

- All requirements identified in PAA # D11 shall be applicable to buildings L1 and L8 only.
- Provide two (2) hard copy sets of drawings and specifications for the L2 and L7 portion of the project, independent of the L1 and L8 portion. Documents shall also be provided in electronic format.

Bid Phase Services:

- All requirements identified in PAA # D11 shall be applicable to buildings L1 and L8 only.

Construction Administration Services:

- All requirements identified in PAA # D11 shall be applicable to buildings L1 and L8 only.

Construction Monitoring:

- During demolition, the monitor shall be present to review the condition of the roof deck and parapet sheathing.
- During construction the construction monitor shall be present at critical phases of construction.
- The construction monitor shall determine if the construction is being performed in conformance with the plans and specifications by checking, at a minimum, the following:
 - o Specified materials are on the job.
 - o Materials are stored properly.
 - o Weather and job conditions are suitable.
 - o Substrate is sufficiently dry.
 - o Temporary water cutoffs are installed at end of each day's work and are removed before resuming work.
 - o Coverings, when required, are installed at curbs, edges, and penetrations.
 - o Membrane, flashings, and roofing materials are applied as specified.
 - o Protection boards are installed in high traffic areas.
 - o Tiles on the mansard roof are properly protected during storage.
 - o Membrane, flashings, and roofing materials are protected from other trades.
 - o Specialized requirements pertinent to the selected roofing materials, stucco replacement, parapet cap, and installation procedures are followed.

RB

Closeout Phase Services:

- All requirements identified in PAA # D11 shall be applicable to buildings L1 and L8 only.

Allowance: DSA – AHJ Approval Phase Services:

- All requirements identified in PAA # D11 shall be applicable to buildings L1 and L8 only.
- This project shall no longer require Division of the State Architect approval, per Consultant.
- This Allowance shall be considered closed and no future work may be applied to it.

Allowance: Water Damage – Mold Remediation Services:

- This Allowance shall not be exercised and shall be removed from the scope of this project.

Allowance: VAV Design Services:

- This Allowance was exercised to incorporate VAVs into the L7 building design. However, the Allowance includes compensation for all phases of work related to the VAVs.
- The Consultant shall be compensated for work performed to date and the Allowance shall be considered closed and no future work may be applied to it.

Allowance: Fire Alarm Systems As-Built Documentation Services:

- This Allowance was exercised in full to document the existing fire alarm systems in building L7.
- This Allowance shall be considered closed and no future work may be applied to it.

2. Revised Consultant Compensation:

The Project Authorization Amendment D11 Contract Price for the Consultant Services shall be revised based upon the following:

Revised LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of one hundred thirty three thousand nine hundred sixty seven dollars; \$133,967

Revised Schedule of Values (Includes reimbursable):

| | Original | Revision #1 |
|---|---------------------|---------------------|
| Professional Design Services | Contract Value | Contract Value |
| 50% Design Development Phase | \$34,027.00 | \$34,027.00 |
| 100% Design Development Phase | \$31,972.00 | \$31,972.00 |
| 100% Construction Documents Phase | \$21,750.00 | \$21,750.00 |
| Prepare Separate L2 & L7 Package | \$0.00 | \$1,200.00 |
| Bid Phase | \$7,250.00 | \$2,700.00 |
| Construction Administration | \$52,900.00 | \$16,470.00 |
| Construction Monitoring | \$0.00 | \$12,160.00 |
| Closeout Phase | \$5,560.00 | \$1,280.00 |
| <u>Allowances</u> | | |
| DSA - AHJ Approval Phase | \$8,075.00 | \$808.00 |
| Water Damage - Mold Remediation | \$4,900.00 | \$0.00 |
| VAV Design | \$3,300.00 | \$2,800.00 |
| Fire Alarm Systems As-Built Documentation | \$8,800.00 | \$8,800.00 |
| TOTAL | \$178,534.00 | \$133,967.00 |

3. Revised Basic Services Completion Schedule:

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

Remaining Schedule

| | |
|--|-------------------------|
| Bid Phase & Pre-Qualification of Contractors | 11/23/2011 – 03/20/2012 |
| Construction Phase: | 03/21/2012 – 09/14/2012 |
| Closeout Phase: | 09/17/2012 – 12/28/2012 |

4. Revised Invoice Requirements per PAA D11 remain unchanged:

All invoice requirements remain unchanged with the exception of the Project Name, which is revised to the following: *L1 & L8 Tile Roof Repair*

5. Insurance Requirements per the Master Agreement remain unchanged per PAA D11.

DISTRICT

Foothill – De Anza Community College District
A California Community College District

By: _____

Charles Allen; Executive Director of Facilities,
Operations, and Construction Management

Date: _____

Consultant

Allana Buick & Bers, Inc.

By:  _____

Eugene Buick; Principal and Chief Operating
Officer (COO)

Date: 10/19/11 _____

Title: Revision 5 to Project Authorization Amendment D06 to Master Agreement
Vendor: Allana Buick & Bers, Inc.
Agreement Date: January 6, 2010
Campus: De Anza College
Project Number: 236-C
Project Name: REPAIR TILE ROOFS – PHASE III – E2-E3 & ADMIN, BUILDING
Amount: \$ 723
For: Professional Services to provide additional site surveys to observe stucco
fogging at the Administration Building on Saturday 7/30/2011.
Funding for this revision is available within the current project budget.
Action Requested: Approval

**Revision #5 to Project Authorization Amendment (PAA) # D06 dated January 6, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

Revision #5 to PAA #D06 made as of the 16th day of September in the year Two Thousand & Eleven

| | |
|---------------------|----------|
| Purchase Order No.: | MC101201 |
| Master Agreement: | 10/09/08 |
| PAA D06: | 01/06/10 |
| PAA D06 Rev. #1: | 05/04/10 |
| PAA D06 Rev. #2: | 08/31/10 |
| PAA D06 Rev. #3: | 05/31/11 |
| PAA D06 Rev. #4: | 10/03/11 |
| PAA D06 Rev. #5: | 11/07/11 |

Assigned Project Description:

Current Project Description:

Measure C - Bond Project # 236C Repair Tile Roofs - Phase III - E2-E3 & Admin Building

The Project shall be described as:

Repair Tile Roofs - Phase III - E2-E3 & Admin Building

1. Revision to Basic Services and Scope of Work:

Revision #5 to PAA # D06 for this project includes the following:

ASA #6 – Provide additional site surveys to observe stucco fogging at Administration Building
Parapet walls on Saturday, 7/30/2011:

| | |
|---------------|-----------------|
| | <u>\$723.00</u> |
| TOTAL: | \$723.00 |

2. Revised Consultant Compensation:

The Project Authorization Amendment D06 Contract Price for the Consultant Services shall be revised based upon the following:

Revised LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of One hundred sixty-four thousands nine hundred sixty-eight dollars; \$164,968

| | |
|-----------------------------------|----------------------|
| Original Contract Value: | \$ 34,380.00 |
| Sum of Prior Revision | \$129,865.00 |
| <u>Amount of this Revision #4</u> | <u>\$ 723.00</u> |
| Revised Contact Amount | \$ 164,968.00 |

3. Revised Basic Services Completion Schedule:

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

Remaining Schedule

| | |
|-----------------------------------|---------------------|
| 100% CD Design: | 07/01/10 - 10/12/10 |
| Bid Phase Services: | 11/10/10 - 02/07/11 |
| Construction Administration: | 03/15/11 - 09/14/11 |
| Construction Monitoring Services: | 04/25/11 - 09/16/11 |
| Closeout Services: | 09/16/11 - 12/30/11 |

4. Revised Invoice Requirements per Revision 1 to PAA D06 remain unchanged:

All invoice requirements remain unchanged with the exception of the Project Name, which is revised to the following: *Repair Tile Roofs - Phase III - E2-E3 & Admin Building*

5. Insurance Requirements per the Master Agreement remain unchanged per PAA D06

DISTRICT

Foothill – DeAnza Community College District
A California Community College District


By: _____

Charles Allen; Executive Director of Facilities,
Operations, and Construction Management

Date: _____

Consultant

Allana Buick & Bers, Inc.

By:  _____

Eugene Buick; Principal and Chief Operating
Officer (COO)

Date: 10/18/11 _____

Title: Revision 01 to PAA-2D to Master Agreement

Vendor: Architectural Resources Group (ARG)

Agreement Date: July 12, 2010

Campus: De Anza College

Project Number: 203

Project Name: Baldwin Winery & East Cottage

Amount: \$ 18,199.

For: Provide additional investigation, assessment and design services required to evaluate the East Cottage structure collapse and to initiate appropriate redesign efforts necessary for DSA approval and Construction.

Funding required for this revision is within the current project budget. The District's Construction Management team will endeavor to recover costs for this revision from the contractor.

Action Requested: Ratification

**Revision Number 1 to Project Authorization Amendment #2D
Between Foothill-De Anza Community College District
& Architectural Resources Group, Inc.**

Revision Number 1 to PAA #2D dated July 12, 2010 between Foothill - De Anza Community College District and Architectural Resources Group, Inc for Measure C Project 203 – Baldwin Winery & East Cottage

REVISION DATE: November 8, 2011

SCOPE OF WORK:

Provide initial investigation, assessment and design services required to evaluate the East Cottage structure collapse and to initiate the appropriate redesign efforts necessary for DSA approval to start Construction.

COMPENSATION:

| | |
|--|------------|
| Original contract value: | \$ 194,290 |
| Net change on contract value prior to this revision: | \$ 0 |
| Contract value prior to this revision: | \$ 194,290 |
| Net change in contract value due to this revision: | \$ 18,199 |
| New contract value including this revision: | \$ 212,489 |

SCHEDULE:

Revised Completion Date: 6/15/2012

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

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

Amendment agreed to by:

OWNER

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

ARCHITECT

| | |
|--|------|
| Signature | Date |
| Stephen Farneth <i>Principal</i> Architectural Resources Group, Inc | |

Title: Revision #1 to Agreement for Services
Vendor: Consolidated Engineering Laboratories, Inc.
Agreement Date: May 3, 2011
Campus: De Anza
Project Number: 251C
Project Name: LOTS A & B AND KIRSCH PVS
Amount: \$66,867
For: Additional testing and inspection due to DSA required design changes due to field conditions - required structure modifications including additional columns; conflicts in scheduling field and in-plant inspections; and additional inspections required beyond the initial DSA submitted project documentation requirements.

The funding for this change is within the current budget.

Action Requested: Approval

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

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 8th day of November, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories hereinafter called "Contractor."

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

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

none

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

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Consolidated Engineering Laboratories _____,
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)

Provide special inspection and testing services as required by the Division of the State Architect (DSA) and construction documents for the projects identified by DSA application numbers 01-112107 and 01-111923.

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

Fees paid for hours, tests, and reports, invoiced monthly.

Additional services for Lots A & B: \$54,209
Additional services for Kirsch Center: \$12,658
Total additional services: \$66,867

ORIGINAL AGREEMENT AMOUNT \$ 32,884 _____
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0 _____
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 66,867 _____
NEW TOTAL AGREEMENT AMOUNT \$ 99,751 _____

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

In any event, the total payment for services of contractor shall not exceed \$ 99,751
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

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

E

Title: Revision No.2 to Agreement for Services
Vendor: Cleary Consultants, Inc.
Agreement Date: May 2, 2011
Campus: De Anza College
Project Number: 206
Project Name: STADIUM AND TRACK
Amount: \$10,400
For: The scope for this change includes investigation of soil for environmental screening purposes as an addition to the original contract scope of services.

Pricing for this revision is based on Cleary Consultants, Inc's proposal for Environmental Screening services dated October 11, 2011.

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

Action Requested: Approval

CHANGE NO. 2 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 8th day of November, 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

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)

- Provide sample collection of soils from the berm located at the south end of the track. Samples shall be taken at three to five locations along the portion of the berm to be removed. Consultant is to determine exact quantities and sample locations
- Provide sample collection of soils from the sloped area against G building on the west side of the track. Samples shall be taken at three to five locations along the portion of the slope to be removed. Consultant is to determine exact sample quantities and locations
- Test each sample individually, not as a composite
- Samples shall be tested for a minimum of the following contaminants: Metals, Pesticides, PCBs and Volatile Organic Compounds
- Provide a report detailing the following:
 - Lab Analysis Results
 - Drawings detailing locations where samples were taken
 - Written evaluation of the lab analysis including any recommendations regarding special handling of soils being excavated for this project

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

The additional fee for the increased scope of work shall be a lump sum Not-To-Exceed of \$10,400. The pricing and rates are based upon Cleary Consultants "Proposal for Environmental Screening Study" dated October 11, 2011. Payment shall be billed on a monthly basis and shall be provided to Gilbane/Maas (Program Manager) for District approval.

Cleary Consultants Inc. shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2) 75% of the proposed number of specific tests/inspections have been performed, 3) Cleary Consultants believes they have been directed to perform tests/inspections which are not included in the scope of this Agreement for Services.

ORIGINAL AGREEMENT AMOUNT\$ 13,500
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 27,775
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 10,400
NEW TOTAL AGREEMENT AMOUNT\$ 51,675

Foothill-DeAnza Community College District Change No. 2
To Agreement/Purchase Order No. MC111601

In any event, the total payment for services of contractor shall not exceed \$ 51,775
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until June 1 20 13.

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: Project Assignment Amendment, PAA D15
Vendor: Environmental Construction Services, Inc. (ECS)
Agreement Date: September 8, 2008
Campus: De Anza
Project Number: 245
Project Name: ATC
Amount: \$ 5,350
For: Provide sample collection and analysis for asbestos and lead, bid document preparation and bid phase services, and construction administration services for renovation of the Advanced Technology Center.
Action Requested: Approval

**Project Authorization Amendment D15
Between Foothill-De Anza Community College District
and Environmental Construction Services, Inc.**

AMENDMENT made as of the 8th Day of November 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:

**Environmental Construction Services, Inc.
P.O. Box 5277
Bay Point, CA 94565**

For the following Project: **MEASURE C - BOND PROJECT # 245 – ADVANCED TECHNOLOGY CENTER**

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 Environmental Construction Services, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated September 8, 2008, between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Renovation of the Advanced Technology Center, including minor reconfiguration of interior areas, new interior finishes, restroom upgrades, electrical and data upgrades, new IDF rooms, replace HVAC rooftop equipment, replace roofing, waterproof at terrace, paint building and updating signage.

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

1. Project Authorization Amendment D15:

The PAA for this project includes the following: Provide asbestos and lead collection and analysis, bid document preparation and bid phase services, and construction administration services for renovation of the Advanced Technology Center. The scope of work for professional services includes:

Sampling and Analysis Services:

- Perform surveys for asbestos containing materials (ACM) and testing of paints and ceramic tiles for lead.
- Provide a final report detailing the following:
 - Sample results
 - Drawings indicating sample locations

Bid Phase Services:

- Bid phase services per the Master Agreement, which includes but not limited to:
 - Provide requirements for removal or disturbance of ACM and lead containing paints.
 - Provide answers to Bid Phase questions or RFI's concerning hazardous materials, if required.

Construction Administration Services:

- Construction Administration phase services per the Master Agreement, which includes but not limited to:
 - Provide answers to Construction Phase RFI's concerning hazardous materials that may arise during the course of construction.
 - Review and coordinate any hazardous waste manifest generated during the project.
 - Update college records.

2. Consultant Compensation:

The Project Authorization Amendment D15 Contract Price for the Consultant Services shall be based upon the following:

TIME AND MATERIALS BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services is an hourly NOT-TO-EXCEED price of Five Thousand three hundred fifty dollars (\$5,350).

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

| | |
|---------------------------------------|-------------------------|
| Sampling and Analysis Services: | 11/08/2011 – 11/30/2011 |
| Bid Document & Bid Phase Services: | 12/01/2011 – 05/31/2012 |
| Construction Administration Services: | 12/01/2012 – 01/31/2013 |

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

4. Invoicing Requirements.

Remit all invoices to the following address:

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

All invoices should include the following information:

- Measure C
- Project Number and Name: 245 – ADVANCED TECHNOLOGY CENTER
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- Purchase Order Number

5. Insurance Requirements per the Master Agreement.

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

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

DISTRICT

Foothill – De Anza Community College District
A California Community College District

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

Dated: _____

CONSULTANT

Environmental Construction Services, Inc.

By: Ryan Govan
Ryan Govan
President.

Dated: 10/14/11

Title: Project Assignment Amendment, PAA D16
Vendor: Environmental Construction Services, Inc. (ECS)
Agreement Date: September 8, 2008
Campus: De Anza
Project Number: 206
Project Name: STADIUM AND TRACK IMPROVEMENTS
Amount: \$4,850.00
For: Provide asbestos and lead collection and analysis, bid document preparation and bid phase services, and construction administration services for renovation of the Stadium and track.
Action Requested: Approval

**Project Authorization Amendment D16
Between Foothill-De Anza Community College District
and Environmental Construction Services, Inc.**

AMENDMENT made as of the 7th Day of November 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:

**Environmental Construction Services, Inc.
P.O. Box 5277
Bay Point, CA 94565**

For the following Project: **MEASURE C - BOND PROJECT # 206 – STADIUM AND TRACK IMPROVEMENTS**

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 Environmental Construction Services, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated September 8, 2008, between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Project 206 Stadium and Track Improvements

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

1. Project Authorization Amendment D16:

The PAA for this project includes the following: Provide asbestos and lead collection and analysis, bid document preparation and bid phase services, and construction administration services for renovation of the De Anza Track and Fields. The scope of work for professional services includes:

Sampling and Analysis Services:

- Perform surveys for asbestos containing materials (ACM) and testing of paints and ceramic tiles for lead.
- Perform testing of Running track surface for CAM 17 Metals, PCB's and Formaldehyde
- Provide a final report detailing the following:
 - Sample results
 - Drawings indicating sample locations

Bid Phase Services:

- Bid phase services per the Master Agreement, which includes but not limited to:
 - Provide requirements for removal or disturbance of ACM and lead containing paints.
 - Provide answers to Bid Phase questions or RFI's concerning hazardous materials, if required.

Construction Administration Services:

- Construction Administration phase services per the Master Agreement, which includes but not limited to:
 - Provide answers to Construction Phase RFI's concerning hazardous materials that may arise during the course of construction.
 - Provide final clearance inspections in each work area at completion of abatement.
 - Review and coordinate any hazardous waste manifest generated during the project.
 - Update college records.

2. Consultant Compensation:

The Project Authorization Amendment D16 Contract Price for the Consultant Services shall be based upon the following:

TIME AND MATERIALS BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services is an hourly NOT-TO-EXCEED price of Four Thousand Eight Hundred fifty dollars (\$4,850).

Schedule of Values:

| Description | Rate | Qty | Amount |
|---|----------|-----|--------------------|
| Sampling and Analysis | | | |
| Site Work/Lead Survey-XRF | \$ 75.00 | 8 | \$ 600.00 |
| PLM Asbestos Bulk Sample Analysis | \$ 20.00 | 15 | \$ 300.00 |
| FAA Lead Paint sample Analysis | \$ 20.00 | 20 | \$ 400.00 |
| Track Surface Testing | \$400.00 | 1 | \$ 400.00 |
| Bid Document and Bid Services | | | |
| Bid Drawings and Specifications | \$ 75.00 | 8 | \$ 600.00 |
| Bid Phase Administration | \$ 75.00 | 4 | \$ 300.00 |
| Construction Administration Services | | | |
| Construction Administration | \$ 75.00 | 30 | \$ 2,250.00 |
| Total (Not to Exceed) | | | \$ 4,850.00 |

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

| | |
|---------------------------------------|-------------------------|
| Sampling and Analysis Services: | 11/08/2011 – 11/11/2011 |
| Bid Document & Bid Phase Services: | 12/01/2011 – 01/18/2012 |
| Construction Administration Services: | 01/22/2012 – 01/31/2013 |

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

4. **Invoicing Requirements.**

Remit all invoices to the following address:

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

All invoices should include the following information:

- Measure C
- Project Number and Name: 206 – STADIUM AND TRACK IMPROVEMENTS
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- Purchase Order Number

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

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

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

DISTRICT

Foothill – De Anza Community College District
A California Community College District

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

Dated: _____

CONSULTANT

Environmental Construction Services, Inc.

By: Ryan Govan
Ryan Govan
President.

Dated: 10/19/11

Title: Project Assignment Amendment, PAA D17

Vendor: Environmental Construction Services, Inc. (ECS)

Agreement Date: September 8, 2008

Campus: De Anza

Project Number: 256

Project Name: CAMPUS CENTER PHASE II

Amount: \$ 510

For: Perform a post mold remediation at Campus Center, room 130, to include the following:

- Visual inspection at completion of remediation activities;
- Provide invasive moisture testing and take humidity readings;
- Collect non-viable spore trap air samples (Air O Cell) at the exterior of the building and interior areas outside remediation containment areas for use as a background reading for comparative analysis;
- Collect non-viable spore trap air samples (Air O Cell) inside the containment to determine the effectiveness of the remediation work;
- Provide a post remediation clearance report.

Action Requested: Approval

**Project Authorization Amendment D17
Between Foothill-De Anza Community College District
and Environmental Construction Services, Inc.**

AMENDMENT made as of the 19th Day of October 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:

**Environmental Construction Services, Inc.
P.O. Box 5277
Bay Point, CA 94565**

For the following Project: **MEASURE C - BOND PROJECT # 256 – CAMPUS CENTER PHASE II**

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 Environmental Construction Services, Inc., (Consultants) have a fully executed Master Agreement (Agreement), dated September 8, 2008, between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Renovation of the Campus Center Phase II including the upper level bathrooms, the lower level accessible lift, the Financial Aid Suite (Rooms 117-120) and the DASB area (Rooms 126-130).

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

1. Project Authorization Amendment D17:

The scope of work for professional services includes:

Perform a post mold remediation at Campus Center, room 130, to include the following:

- Visual inspection at completion of remediation activities;*
- Invasive moisture testing; Humidity readings;*
- Collect non-viable spore trap air samples (Air O Cell) at the exterior of the building and interior areas outside remediation containment for use as a background reading for comparative analysis;*
- Collect non-viable spore trap air samples (Air O Cell) inside the containment to determine the effectiveness of the remediation work;*
- Provide a post remediation clearance report.*

2. Consultant Compensation:

The Project Authorization Amendment D17 Contract Price for the Consultant Services shall be based upon the following:

TIME AND MATERIALS BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services is an hourly NOT-TO-EXCEED price of Five hundred ten dollars (\$510.00).

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

Sampling and Analysis Services: 10/25/2011 – 12/31/2011

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

4. Invoicing Requirements.

Remit all invoices to the following address:

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

All invoices should include the following information:

- Measure C
- Project Number and Name: 256 – CAMPUS CENTER PHASE II
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- Purchase Order Number

5. Insurance Requirements per the Master Agreement.

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

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

DISTRICT

Foothill – De Anza Community College District
A California Community College District

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

Dated: _____

CONSULTANT

Environmental Construction Services, Inc.

By: _____
Ryan Govan
President.

Dated: _____

Title: Prime Contract Change Order # 01

Vendor: Joseph J Albanese Inc.

Agreement Date: July 20, 2011

Campus: De Anza College

Project Number: 274

Project Name: Combined Site Improvements Phase I

Amount: \$ 224,436

For: Prime Contract Change Order #01 revises the original contract sum between the District and Joseph J Albanese, Inc for the following changes: adding temporary lighting due to light pole delivery delays plus changes to permanent lighting fixtures at the Sunken Garden area for historical light fixtures; coordinating subcontractor work and addressing unforeseen underground obstructions including electrical, irrigation, and storm drains along with re-sequencing installation; and, covers additional cost for removal and disposal of soils removed from Lot A and Lot D.

This Change Order also includes a negotiated agreement for one hundred twenty (120) day compensable schedule extension for work associated with this Change Order and includes all PCOs associated with this project.

The total Change Orders to date represent 4.87% against the original contract amount. Funding is included in the current budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza
(WITH DSA Number)

274 Combined Site Improvements - Phase 1

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

Project # 274

Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/7/2011

To Contractor:

Joseph J. Albanese, INC.
986 Walsh Avenue
Santa Clara, CA 95050

DSA Number 01-111894

Project # 274

Contract Date: 7/8/2011

Contract Number: MC120214

Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order #1: The total cost of this change order is \$224,436. There shall be a 120 Days-Negotiated, compensable schedule extension for all work thru the end of the project, February 2, 2012, by JJ Albanese and its subcontractors.

Agreement is made by Owner, Architect, and Contractor to extend Substantial Completion for, all work performed by the Contractor and his Subcontractors to November 23, 2011 with the exception of the following:

Agreement is made by the Owner, Architect and Contractor to extend the Substantial Completion of the Flint Drop-Off and Sunken Garden to January 6, 2012

| PCO | Description | Amount |
|-----|---|-----------|
| 004 | ASI #001 - Audible Alarm Crosswalks - ADDC | \$7,423 |
| 011 | CCD #010/RFI #014 Additional sand for pavers - ADDC | \$4,555 |
| 012 | Sycamore Tree Removal - ADDC | \$0 |
| 013 | ASI #002 - Light Pole Receptacles - OD | \$3,211 |
| 014 | ASI #003 - A-Quad wall Logo - OD | \$(2,100) |
| 015 | ASI #004 - Monument Paver at ATC- OD | \$10,277 |
| 017 | ASI #006 - Historic Paver in Sunken Garden - OD | \$5,547 |
| 016 | ASI #005 - Additional Historical Lighting at Sunken Garden - OD | \$26,449 |
| 020 | ASI #009 - Irrigation Sleeving in S-Quad - OD | \$4,207 |
| 023 | Credit to not install 6" Irrigation line at Admin Bldg - OD | \$(3,969) |
| 059 | CCD #011 - RFI #076 - Campus Center Handicap Ramp Grate System - ADDC | \$1,391 |
| 062 | RFI #070/071 - ATC Lightpole base conflicts - ADDC | \$20,398 |
| 074 | RFI #013 - Removal of Existing Planter at ATC/SCS - ADDC | \$3,687 |
| 064 | Credit for District Installation of Pesticide - OD | \$(900) |
| 084 | Credit for purchase of reseeding materials - OD | \$(347) |
| 086 | Replace to traffic rated christie boxes - ADDC | \$5,847 |
| 008 | CCD #014 - RFI #023 - ATC stairs conflict - ADDC | \$1,611 |
| 089 | Repair of Irrigation line in Lot A - FC | \$3,250 |
| 090 | CCD #021/ASI #017 - Lot A Stop Sign relocation - ADDC | \$9,756 |
| 093 | CCD 24- Additional AC demo and replacement at various locations - ADDC | \$11,638 |
| 094 | CCD 25, ASI 14- additional lighting at north side of LCW - OD | \$15,987 |
| 095 | CCD 26- Provide Temp Lighting at ATC and S Quad - OD | \$22,826 |
| 099 | CCD 36- Added cost to off-haul soil - FC | \$18,096 |
| 101 | 120 Days-Negotiated, compensable schedule extension for all work thru the end of the project, February 2, 2012, by JJ Albanese and its subcontractors | \$30,000 |
| 102 | Remove and Transplant Trees - OD | \$617 |
| 103 | RFI #087 - Wall mounted Gardco Lights - ADDC | \$1,477 |

274 - PCCO #001Detailed, Based on Unit Prices, Architect - De Anza (WITH
DSA Number)112 Negotiated Schedule Acceleration to Complete Sunken Garden by
1/6/12

\$23,500

| | |
|--|-------------|
| The original Contract Value was..... | \$4,605,000 |
| Sum of changes by prior Prime Contract Change Orders..... | \$0 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$4,605,000 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$224,436 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$4,829,436 |
| The Contract duration will be changed by..... | 120 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | 2/2/2012 |

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.

Sandis

ARCHITECT

936 E. Duane Avenue
Sunnyvale, CA 94612

Address

By Chad Browning

SIGNATURE

DATE

Joseph J. Albanese, INC.

CONTRACTOR

986 Walsh Avenue
Santa Clara, CA 95050

Address

By John L. Albanese

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By Letha Jeanpierre

Signature

DATE

Title: Prime Contract Change Order # 02
 Vendor: Joseph J Albanese Inc.
 Agreement Date: July 20, 2011
 Campus: De Anza College
 Project Number: 274
 Project Name: Combined Site Improvements Phase I
 Amount:

| | |
|--------------------------|--------------|
| Original Contract Value: | \$ 4,605,000 |
| Prior Revisions | \$ 224,436 |
| Current Contract Value: | \$ 4,712,420 |
| Value of CO #2 | \$ 173,968 |

For: At the September 12th Board meeting, a Request for Authorization to Negotiate and Approve Change Orders in excess of \$50,000 was submitted for several items, specifically; Item 1- accelerate construction work at ATC, Item 2- accelerate construction work at S Quad, Item 3- additional soil excavation & disposal at Sunken Garden, Item 4- accelerate construction work at Flint drop-off area, and, Item 5- accelerate construction work at Parking Lot A. The Board authorized the Executive Director to approve these change orders up to a cumulative not-to-exceed amount of \$175,000.

RE: Item #1 above: PCO's 39, 79, 82 (\$40,477) During the course of construction at the area surrounding the ATC Building multiple unforeseen conditions were being encountered, i.e. shallow utility lines, un detected gas and irrigation pipes and abandoned concrete footings and light pole bases. PCO 39 was issued to accelerate work for Phase I thru September 5, 2011. PCO 79 was issued to the contractor to work on excavating and installation of a storm drain and irrigation line near the ADA entrance to the ATC building this work was accelerated to keep the entrance accessible during business hours. PCO 82 was issued to extend the acceleration schedule to September 19, 2011.

RE: Item #2 above: PCO 42, 78, 83 (\$58,273) During the course of construction at the S Quad, multiple unforeseen condition were encountered that threatened the completion date to be pushed beyond the start of the fall semester. PCO42 was issued to accelerate work for Phase I thru September 18, 2011. PCO 42 was issued to expedite the excavation and installation of a 12" PVC storm line located between LCW and S-9. PCO 83 was issued to accelerate work for Phase II thru September 18, 2011; work included is all underground utility and flat work. Additional future work (installation of light poles) will be required to fully complete the approved scope

RE: Item #3 above: PCO 46 (\$41,657) During the course of construction it was discovered that additional soil excavation and off-haul was required. PCO 46 was issued to direct the contractor to supply equipment and labor to expedite the removal of the additional soil.

RE: Item #4 above: PCO 41 (\$2,363) Accelerated work at Flint drop-off area is still under development and review. This work is to be forwarded to a future date. During the course of construction temporary fencing was erected to protect pedestrians but blocked access to the center of campus, PCO 41 directed to contractor to purchase and install temporary signs rerouting foot traffic into the campus.

RE: Item #5 above: PCO 38, 63, 81 (\$31,199) During the course of construction at Parking Lot A, multiple unforeseen condition were encountered that threatened the completion date to be pushed beyond the start of the fall semester. PCO 38 was issued to accelerate work thru September 2, 2011 to meet College commitments to outside vendors. PCO 63 was issued to the contractor to re-configure temp fencing to accommodate outside vendor using parking for weekend event. PCO 81 was issued to the contractor to expedite concrete flat work so that completion date is prior to the start of the Fall semester. Additional future work (installation of audible crosswalk lights) will be required to fully complete the approved scope.

This Change Order #02 to the contractor, Joseph J Albanese, Inc. provides a revision to the contract cost as detailed below to address Joseph J Albanese's work performed on items #1, #2, #3, #4 and #5. This change is required due to unforeseen field conditions.

Action Requested:

Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza
(WITH DSA Number)

274 Combined Site Improvements - Phase 1

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

Project # 274

Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/7/2011

To Contractor:

Joseph J. Albanese, INC.
986 Walsh Avenue
Santa Clara, CA 95050

DSA Number

Project

274

Contract Date:

7/8/2011

Contract Number: MC120214

Change Order Number: 002

The Contract is hereby revised by the following items:

Change Order #2: The total cost of this change order is \$173,968.00. There shall be no extension of time for this change order.

| PCO | Description | Amount |
|-----|---|----------|
| 046 | Sunken Garden Soil Midigation - FC | \$41,657 |
| 042 | CCD #016 - Acceleration to S-Quad Phase I - OD | \$39,687 |
| 041 | Pedestrian Detour at Flint Entrance - OD | \$2,363 |
| 039 | CCD #009 - ATC Phase I Acceleration - OD | \$17,657 |
| 038 | CCD #008 - Lot A Acceleration - OD | \$23,192 |
| 063 | CCD #007 - Parking Lot A & ATC Phase I Acceleration 8-20 Weekend - OD | \$4,599 |
| 078 | CCD #012 - Acceleration to S-Quad Phase I SD Line - OD | \$4,257 |
| 079 | CCD #013 - Acceleration to ATC Phase II - OD | \$6,495 |
| 081 | CCD #014 - Quick dry Concrete Parking Lot A - OD | \$3,408 |
| 082 | CCD #015 - Acceleration to ATC Phase II - OD | \$16,325 |
| 083 | CCD #017 - Acceleration to S-Quad Phase II - OD | \$14,329 |

| | |
|--|--------------------|
| The original Contract Value was..... | \$4,605,000 |
| Sum of changes by prior Prime Contract Change Orders..... | \$224,436 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$4,829,436 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$173,968 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$5,003,404 |
| The Contract duration will be changed by..... | 0 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | 2/2/2012 |

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.

Sandis

ARCHITECT

936 E. Duane Avenue
Sunnyvale, CA 94612

Address

By Chad Browning

SIGNATURE _____

DATE _____

Joseph J. Albanese, INC.

CONTRACTOR

986 Walsh Avenue
Santa Clara, CA 95050

Address

By John Albanese

SIGNATURE _____

DATE _____

Foothill-De Anza Community College District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

274 - PCCOs

Detailed, Based on Unit Prices, Architect - De Anza (WITH
DSA Number)

College Approval

By Letha Jeanpierre

Signature _____

DATE _____

K

Title: Change Order #2
Vendor: Romkon Inc.
Agreement Date: February 28, 2011
Campus: De Anza College
Project Number: 236C
Project Name: REPAIR TILE ROOFS – PHASE III: E2-E3-ADM BUILDINGS
Amount: (\$1,540)
For: Deduct of an unused 'in-scope' allowance for conduit abandonment; recovery for property damage and building repairs caused by the water leak incident at E2 and Administration Bldg.; recovery for ceiling damage at Administration Bldg. Rm 128; and reimbursement for additional A&E services for excessive submittal review and field observations. Accept a credit for not mechanically snaking the roof drains. Added costs for additional dry rot repair and replacement costs beyond the original contracted allowance amount.

All changes to date are equal to 0.006% of the original construction contract. Funding for these changes is available within the current project budget.

Action Requested: Approval



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

236C - Roof Repairs E2-E3-Admin Buildings
De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 236C
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 9/27/2011

To Contractor:

Romkon, Inc.
1856 Pacific Ave.
San Francisco, CA 94109

Contract Date: 2/28/2011

Contract Number: MC111062

Change Order Number: 002

The Contract is hereby revised by the following items:

Change Order #2: Total Amount is (\$1,540). There shall be no extension of contract time for this change order.

| PCO | Description | Amount |
|-----|--|------------|
| 012 | Unused Allowance #2: Conduit Abandonment/Repair - FC | \$(20,000) |
| 003 | Roof Leak Incident Damages - FC | \$(8,937) |
| 007 | Ceiling Damages at Admin Bldg - FC | \$(800) |
| 006 | Additional AE Submittal Review Services - COD | \$(1,345) |
| 016 | Roof Drain Snaking Credit - FC | \$(788) |
| 018 | AE Additional Time for Fogging Observation - COD | \$(723) |
| 020 | Additional Dry Rot Roof Repairs - FC | \$31,053 |

| | |
|--|-------------|
| The original Contract Value was..... | \$1,300,000 |
| Sum of changes by prior Prime Contract Change Orders..... | \$9,568 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$1,309,568 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$(1,540) |
| The new Contract Value including this Prime Contract Change Order will be..... | \$1,308,028 |
| The Contract duration will be changed by..... | 0 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | 9/12/2011 |

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.

Allana Bulck & Bers, Inc.

ARCHITECT

990 Commercial Street
Palo Alto, CA 94303

Address

By MICHAEL J. JONES

SIGNATURE [Signature]

DATE 10/12/2011

Romkon, Inc.

CONTRACTOR

1856 Pacific Ave.
San Francisco, CA 94109

Address

By Roman Knop

SIGNATURE [Signature]

DATE 10/08/2011

Foothill-De Anza Community College District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

Title: Revision #3 to PAA D02
Vendor: Sandis
Agreement Date: December 15, 2008
Campus: De Anza College
Project Number: 274
Project Name: COMBINED SITE IMPROVEMENTS PHASE I
Amount: \$ 71,966
For: Professional Services including: Availability of staff personnel to help with the accelerated schedule imposed upon the contractor thru the extended project completion of February 29, 2012; Prepare plans and specification for the Balustrade wall repairs / Historic Paver in Sunken Garden and Circular Monument paver at ATC; Provide documentation and recording of existing fountain required by the Mitigated Negative Declaration for the Sunken Garden; and additional environmental observation and testing at Sunken Garden area during soil removal.

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

Action Requested: Approval

**Revision #3 to Project Authorization Amendment (PAA) # D02 dated June 21, 2011 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and
SANDIS, dated December 15, 2008.**

Revision #3 to PAA #D02 made as of the 8th day of November in the year Two Thousand & Eleven

Assigned Project Description:

Measure C - Bond Project # 274 Combined Site Improvements – Phase I

1. Revision to Basic Services and Scope of Work:

Project Authorization Amendment (PAA) # D02, scope of work remains unchanged, with the exception of the scope of work identified in Revision #3 of PAA D02.

Revision #3 to PAA # D02 for this project includes the following Additional Service Request (ASR):

- | | |
|--|-----------------|
| 1. ASR dated August 31, 2011 – Additional Construction Administration Services as follows: | \$10,500 |
| • Construction Services to meet contractors Accelerated Schedule | |
| • Construction Administration Services thru extended project completion | |
| 2. ASR dated August 31, 2011 – Prepare Plans for the following: | \$39,566 |
| • Balustrade Wall Repair | |
| • Circular Monument Paver | |
| • Historic Paver in Sunken Garden | |
| 3. ASR dated October 3, 2011 – Provide documentation and recording of the existing fountain per Mitigated Negative Declaration at the Sunken Garden. | \$10,000 |
| 4. ASR dated October 6, 2011 – Additional Environmental Observations and Testing at the Sunken Garden as follows: | \$11,900 |
| – On-site Observation and Monitoring: | |
| – Confirmation Samples/Analysis | |
| – Voluntary Cleanup Plan - Completion Report | |
| Total: | \$71,966 |

2. Revised Consultant Compensation:

The Project Authorization Amendment D02, Revision 3 Contract Price for the Consultant Services shall be revised based upon the following:

ITEM #1 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of Ten Thousand Five Hundred dollars; \$10,500

ITEM #2 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of Thirty-nine Thousand Five Hundred Sixty-six dollars; \$39,566

ITEM #3 – TIME & MATERIALS PRICE NOT TO EXCEED

Revision #3, item #3, for Consultant Services shall be provided on a TIME & MATERIALS BASIS PRICE NOT TO EXCEED: Ten Thousand dollars (\$10,000)

ITEM #4 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of Eleven Thousand Nine Hundred dollars; \$11,900

Consultant and sub-consultants must provide invoices with time backup of hours expended on this revision.

| | |
|----------------------------|--------------------------------|
| Master Agreement PAA D02: | \$ 79,008 |
| Revision #1: | \$ 60,000 |
| Revision #2: | \$ 22,000 (T&M, Not to Exceed) |
| Current Agreement: | \$161,008 |
| Revision #3: | \$ 71,966 |
| Maximum Revised Agreement: | \$232,974 |

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

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost by mutual agreement, for up to four additional six month periods, from the date of Revision #3 to PAA D02.

| <u>Activity</u> | <u>Finish</u> |
|------------------------|---------------|
| Construction Phase | 02/2/2012 |
| Environmental Services | 10/31/2011 |
| Closeout Phase | 09/02/2012 |

4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D02.
5. Insurance Requirements per the Master Agreement remain unchanged per PAA D02

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

CONSULTANT

Sandis

By: _____

Charles Allen; Executive Director of Facilities,
Operations, and Construction Management

Date: _____

By: _____

Ken Olcott, Principal

Date: _____

Title: Prime Contract Change Order #05

Vendor: Sundt Construction, Inc.

Agreement Date: December 17, 2010

Campus: De Anza College

Project Number: 261

Project Name: MEDIATED LEARNING CENTER

Amount: \$ 175,682

For: PCCO #05 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by a net increase to the value of the Guaranteed Maximum Price (GMP). Changes include:

Reconcile minor changes mandated by the Division of State Architect Amendment #2 which were not included in the original GMP.
Provide wireless electronic locks in lieu of wired hardware to match recent District update to reader interface system.

Detail refinement and upgrades to building casework to accomplish user-group program requirements, such as anthropology display and storage systems, which were not accomplished during the design phase.

Division 27 (telecommunications) product changes per District request to meet ETS standards which were not achieved during the design phase, increase product warranty durations and provide ETS selected components for system compatibility and longevity.

Provide increased capacity and relocation of the Emergency Operations Center from Room 233 to Rooms 105 & 108 to support the College's Emergency preparedness program for the campus.

Provide metal closure detailing required by the mechanical engineer in addition to contract work, which will serve to ensure air-tight assemblies and increase ventilation effectiveness.

Increase access door height at ventilation shafts to accommodate operations and equipment during shaft maintenance operations.

The total Change Orders to date represent -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: 11/7/2011

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: 005

The Contract is hereby revised by the following items:

| PCO | Description | Amount |
|-----|---|-----------|
| 007 | Bulletin #05 / Addendum-2 - COR 28 - Storm drain realignment (credit), fire hydrant relocation, acoustical wall fabric changes, and structural bracing for rooftop mechanical equipment. Architect Directive. | \$(3,217) |
| 009 | Bulletin #08 / #08.1 - COR 13 - Revise hardwired electronic locksets to wireless model per Owner Directive. | \$(1,976) |
| 018 | Bulletin #50 / COR 30 - Casework Revisions (Anthropology & entire building). Owner directive | \$33,558 |
| 039 | Bulletin #32 / COR 26 / PCO 175 - Division 27 (telecommunications) product changes per Owner Directive. Excludes PCO #36 (telecom wire basket) approved separately. | \$78,685 |
| 040 | Bulletin #48 / COR 32 / PCO 184 - Revisions to Emergency operations Center - relocate, add infrastructure, add cart charging. Owner directive. | \$33,994 |
| 042 | Bulletin #29 / COR 20 - Mechanical Shaft corner closures at roof level to eliminate uncontrolled air passage between dampers. Architect directive. | \$27,303 |
| 044 | Bulletin #36 / COR 25 - Revise door 301 threshold at roof access to include steel plate for durability. Architect directive. | \$1,476 |
| 047 | Bulletin #42.1 / COR 27 - Revisions to classroom podia (remove keyboard tray, add modesty panels), deletion of podium in Rm 101 (provided with Group-II), revise floor tile grout material and topping slab control joints. Architect & Owner directives. | \$3,562 |
| 051 | Bulletin #45 / COR 22 - Revise mechanical shaft access door size to 3'x7' to allow safe entry into mechanical shafts. Owner Directive. | \$1,417 |
| 052 | Bulletin #47 / COR 19 - Revise interior partition types in TRG/Edit Captioning space to make walls more soundproof. Architect directive. | \$1,253 |
| 058 | Bulletin #56 / COR 24 - Revise exterior lights at Door 107-2 & 233-2 to align with exterior building material joints. Architect directive | \$(373) |

| | |
|--|--------------|
| The original Contract Value was..... | \$34,982,355 |
| Sum of changes by prior Prime Contract Change Orders..... | \$(382,505) |
| The Contract Value prior to this Prime Contract Change Order was..... | \$34,599,850 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$175,682 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$34,775,532 |
| 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

CONTRACTOR

OWNER

Prolog Manager

Printed on: 10/26/2011

WRO Foothill DeAnza

Page 1

PCCO -

Detailed, Based on Unit Prices, Architect - De Anza with
DSA Number

5856 Doyle Street
Emeryville, CA 94608

Address

By Mike Matson

SIGNATURE _____

DATE _____

2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

Address

By Michael Whittaker

SIGNATURE _____

DATE _____

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Title: Prime Contract Change Order #2
Vendor: SunPower, Inc.
Agreement Date: March 25, 2011
Campus: De Anza
Project Number: 251C
Project Name: LOTS A & B AND KIRSCH PVS
Amount: \$4,508
For: PCO #12: Time and Materials for shift differential to accelerate lighting fixture completion in order for lights under the arrays to be operable at the start of school.

PCO #13: Non-compensable time extension. Substantial Completion moved from 11/15/11 to 12/8/11. Electrical Completion Milestone moved from 10/31/11 to 11/14/11.

This Prime Contract Change Order is 0.05% of the original 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: 11/7/2011

To Contractor:

SunPower

1414 Harbour Way South

Richmond, CA 94804

DSA Number

111923

Project #

Contract Date:

3/25/2011

Contract Number: MC111066

Change Order Number: 002

The Contract is hereby revised by the following items:

251C - Lots A & B and Kirsch PVs - POCO #2

| PCO | Description | Amount |
|-----|--|---------|
| 012 | 251C Lots A & B and Kirsch PVs - Lighting Acceleration in Lot B | \$4,508 |
| 013 | 251C Lots A & B and Kirsch PVs - Non-Compensable Time Extension. Substantial Completion moved from 11/15/11 to 12/8/11. Electrical Completion Milestone moved from 10/31/11 to 11/14/11. | \$0 |

| | |
|--|-------------|
| The original Contract Value was..... | \$8,750,000 |
| Sum of changes by prior Prime Contract Change Orders..... | \$123,700 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$8,873,700 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$4,508 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$8,878,208 |
| The Contract duration will be changed by..... | 23 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | 12/8/2011 |

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

CONTRACTOR

1414 Harbour Way South
Richmond, CA 94804

Address

By Sam Pratt

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

Title: Prime Contract Change Order #02
Vendor: Valhalla Builders
Agreement Date: June 17, 2011
Campus: De Anza College
Project Number: 256
Project Name: CAMPUS CENTER RENOVATION PHASE II
Amount: \$ 3,029
For: Prime Contract Change Order #02 – Miscellaneous construction change orders at the Campus Center upstairs restrooms and lower level student chambers to improve facility performance and maintainability.

The total Change Orders to date represent .003% 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
(WITH DSA Number)

256 Campus Center Renovation Phase II
De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 256
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 10/5/2011
To Contractor:
Valhalla Builders
6985 Via Del Oro Suite A-5
San Jose, CA 95119

DSA Number 43-C2 111603
Project # 256
Contract Date:
Contract Number: 001
Change Order Number: 002

The Contract is hereby revised by the following items:

Change Order #2: Total Amount is \$3,029. There shall be no extension of contract time for this change order.

| PCO | Description | Amount |
|-----|--|---------|
| 003 | Plumbing Fixture Revisions per AS#002 - Replace specified sink (18 gauge) with custom order (16 gauge) stainless steel sink. | \$777 |
| 006 | AS#004 - Door Hardware Groups #1 & #4 - Revise the door loop IR-778c-18 to the power transfer EPT 10 type. | \$1,315 |
| 007 | Assistive Listening Changes - Change from specified ALS LT700/LR400 to stationary system LS03 Performance FM System. | \$937 |

| | |
|--|-------------|
| The original Contract Value was..... | \$1,532,275 |
| Sum of changes by prior Prime Contract Change Orders..... | \$2,996 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$1,535,271 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$3,029 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$1,538,300 |
| The Contract duration will be changed by..... | 0 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | |

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

Noll and Tam Architects and Planners

ARCHITECT
729 Heinz Avenue
Berkeley, CA 94710

Address

By Merideth Maronak

SIGNATURE

DATE

Valhalla Builders

CONTRACTOR
6985 Via Del Oro Suite A-5
San Jose, CA 95119

Address

By Scott Leifheit

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By Letha Jeanpierre

Signature

DATE

Title: Revision #1 to Agreement for Services
Vendor: Wasinger Inspection Services
Agreement Date: June 21, 2008
Campus: De Anza College
Project Number: 274
Project Name: Combined Site Improvement Phase I
Amount: \$3,911
For: This revision includes reimbursement for the cost of General and Professional Liability Insurance's to meet the Districts Insurance Requirements as well as for additional cost associated with the prolonged construction schedule.

Funding for this revision is available within the current project budget

Action Requested: Approval

CHANGE NO. 001 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 7th day of November, 2011, by and between the District, a community college district of the State of California, hereinafter called "District" and Wasinger Inspection Services, 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

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Wasinger Inspection Services, 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)

See attached EXHIBIT C dated 10/24/11.

- 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 time-and-materials basis contract with a total not-to-exceed estimate of \$20,011. Pay applications shall be submitted against the fee schedule provided in Exhibit C. Reference project "274-Combined Site Improvements" at the top of all invoices and remit to:

GilbaneMaas Companies
c/o Irina Thornton
De Anza College
21250 Stevens Creek Blvd
Cupertino Ca. 95014

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

ORIGINAL AGREEMENT AMOUNT \$ 16,100.00 (Not to Exceed)
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ -0-
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 3,911.00
NEW TOTAL AGREEMENT AMOUNT \$ 20,011.00 (Not to Exceed)

In any event, the total payment for services of contractor shall not exceed \$ 20,011.00
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 March 1, 20 2012.

Contractor Signature

Date

Wasinger Inspections Services, Inc.
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.

Exhibit C

SCOPE OF SERVICES AND FEE STRUCTURE

(Attachment to Agreement for Services)

1. CONTRACTOR SERVICES

The primary objective of this project is to achieve code compliant ADA upgrades to paving and site lighting. The services under this agreement shall be aimed at achieving the project objectives. The scope of services shall include the following:

- Provide construction monitoring and reporting services to assure the delivery of a quality project in conformance with the contract documents and applicable codes
- Maintain and make available to the program manager, detailed records of all inspections performed, including photographs, reports and an issues log
- Attend a maximum of twenty-five (25) construction meetings with the contractor and District representatives
- Assist in the review of submittals for conformance to contract documents and applicable codes
- Assist in obtaining DSA closeout complete with certification
- Collect and review reports from testing and inspection labs as required to ensure quality conformance to the documents

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

2. SCHEDULES OF VALUES

Rate Schedule:

| Staffing (classification) | | Rate (\$/hr) |
|------------------------------|--|-----------------|
| | | |
| Class 1 Inspector | | \$70 |
| Class 2 Inspector | | \$60 |
| Class 3 Inspector | | \$50 |
| | | |
| | | |

Fee Schedule:

| Fee Breakdown | | | | |
|--|----------|-------|-----------|----------|
| Description | Quantity | Units | Unit Rate | Total |
| Professional & General Liability Insurance | 1 | LS | \$1,461 | \$1,461 |
| Attend weekly Meetings | 50 | Hrs | \$50 | \$2,500 |
| Site Inspection (not concrete) | 143 | Hrs | \$50 | \$7,150 |
| Inspection (concrete placement) | 178 | Hrs | \$50 | \$8,900 |
| | | | | |
| | | | | |
| Not-To-Exceed Total: | | | | \$20,011 |

3. Anticipated Construction Schedule

(Dates shown are approximate; exact dates are subject to change by the District with no impact to fees)

Submittals-

6/20/11 - 7/29/11

Onsite Construction-

6/20/11 - 2/17/12

Title: Change Order #2
Vendor: B Brothers Construction, Inc.
Agreement Date: May 16, 2011
Campus: Foothill College
Project Number: 100
Project Name: Building 3500 Glu-Lam Beam and Gutter Repair
Amount: \$5,637.00
For: Replacement and repair of beams not included in the original scope of work, due to conditions discovered during construction.

Total project changes represent 5.18% 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: 10/18/2011

To Contractor:

B-Bros Construction Inc.

2988 Teagarden Street

San Leandro, CA 94577

DSA Number

Architect's Project

Contract Date:

Contract Number: MC111071

Change Order Number: 002

The Contract is hereby revised by the following items:

Project #100G - Building 3500 Glu-Lam Beams and Gutter Repair - CO #2

| PCO | Description | Amount |
|-----|--|---------|
| 008 | Provide labor and materials to patch, repair and change the construction beam detail per different existing conditions and RFIs. | \$5,637 |

| | |
|--|-----------|
| The original Contract Value was..... | \$484,400 |
| Sum of changes by prior Prime Contract Change Orders..... | \$19,455 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$503,855 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$5,637 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$509,492 |
| The Contract duration will be changed by..... | 0 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | |

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

Allana Buick & Bers

ARCHITECT

990 Commercial St.

Palo Alto, CA 94303

Address

By Eugene Buick

SIGNATURE

DATE

B-Bros Construction Inc.

CONTRACTOR

2988 Teagarden Street

San Leandro, CA 94577

Address

By Pandzic, Elvedin

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:

R

Title: Change Order #1
Vendor: BSK Associates, Engineers & Laboratories
Agreement Date: March 23, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 2,000.00
For: Additional testing & inspection services required for Parking Lot 4 retaining wall.

This change plus all previously approved change orders equal to 1% of the base contract value. The funding for this change is included in the budget.

Action Requested: Ratification

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 6 day of October, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and BSK Associates, Engineers & Laboratories hereinafter called "Contractor."

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

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

None

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
BSK Associates, Engineers & Laboratories

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 testing & inspection services at the park lot 4 retaining wall.

- Core 8 concrete samples from the retaining wall.
- Equipment for rebar scanning
- 8 concrete core compression strength testing.
- Engineering review and reporting.

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

The addition fee for this added services is a lump sum of \$2,000.00.

Remit Payment Application to:
Project 160 - PSEC
Susan Moore
Gilbane/MAAS
C/O Foothill College
12345 El Monte Rd.
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT\$ 192,533.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 2,000.00

NEW TOTAL AGREEMENT AMOUNT\$ 194,533.00

Foothill-DeAnza Community College District Change No. 01
To Agreement/Purchase Order No. MC111070

In any event, the total payment for services of contractor shall not exceed \$ 194,533.00
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 September 31, 20 12.

Elizabeth Fen
Contractor Signature

10/12/11
Date

BSK Associates
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 #1 to Agreement for Services
Vendor: Cleary Consultants, Inc.
Agreement Date: October 5, 2011
Campus: Foothill College
Project Number: 162
Project Name: Parking and Circulation
Amount: \$7,800
For: Additional design services associated with structural assessment of the proposed vehicle bridge at Lot 1 and the stairway from Smithwick Theater to Lot 1.

The funding for this change is included in the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. 162 Parking and Circulation

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 5th day of October, 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)

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)
1. Contractor shall perform LPILE analyses of the new vehicle bridge foundation system in Lot 1.
 2. Contractor shall locate the Monta Vista fault projection relative to the proposed bridge location in Lot 1.
 3. Contractor shall provide additional drilled pier foundation recommendations for the proposed elevated staircase below the Smithwick Theatre.

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

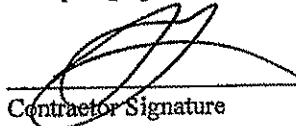
Services will be provided for the sum of \$7,800 (Seven Thousand, Eight Hundred Dollars) and will be performed under the terms and conditions of the current contract.

ORIGINAL AGREEMENT AMOUNT \$ 18500.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 7800.00
NEW TOTAL AGREEMENT AMOUNT \$ 26300.00

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. 162 Parking and Circulation

In any event, the total payment for services of contractor shall not exceed \$ 26300.00
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 31st 20 11.


Contractor Signature

10/6/11
Date

OLSON CONSULTANTS, INC.
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 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: \$0.00
For: This revision to PAA #F01 provides additional contract time at no additional cost.

The funding is included in the current budget.

Action Requested: Ratification

Revision #2 to PAA #F01

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

AMENDMENT DATE: 11/7/11

CONTRACT TIME:

This revision adds contract time to June 30, 2012 only. No change in scope is required from the original agreement and previous revision.

COMPENSATION:

| | | |
|--|----|-------------|
| Original PAA value including Reimbursables: | \$ | 41,500.00 |
| Net change in contract value due to Revision 1: | \$ | 18,500.00 |
| Net change in contract value due to Revision 2: | \$ | <u>0.00</u> |
| 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,

Title: Change Order #4
Vendor: Hathaway Dinwiddie Construction Company
Agreement Date: February 10, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 44,185.00
For: Additional conduit waterproofing due to unforeseen conditions; Architect-directed addition of steel framing at mechanical openings and added support at glass canopies; Owner-directed changes to the laboratory casework, addition of landscaping skateboard barriers, and aluminum stair nosings.

This change plus all previously approved change orders equal to 0.75% 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: 10/14/2011
To Contractor:
Hathaway Dinwiddie Construction
565 Laurelwood Rd.
Santa Clara, Ca 95054

DSA Number 01 - 111001
Architect's Project I
Contract Date: 2/10/2011
Contract Number: MC111059
Change Order Number: 004

The Contract is hereby revised by the following items:

Change Order 4 - November 7, 2011 BOT

| PCO | Description | Amount |
|-----|---|----------|
| 035 | (HD COR 1019) Bulletin 28 - Landscape Detail Clarifications | \$6,767 |
| 036 | (HD COR 1020) Bulletin 23 - Added Steel at Lab Mechanical Well | \$3,856 |
| 037 | (HD COR 1021) RFI 2157-A-017 Site Stair Nosing Change | \$5,251 |
| 038 | (HD COR 1022) Bulletin 24 - Glass Canopy Supports | \$8,665 |
| 045 | (HD COR 1028) Bulletin 26 - Laboratory Casework Revisions | \$3,567 |
| 046 | (HD COR 1029) RFI 2104-S-058.001 - Waterproofing at Lab Conduit | \$12,690 |
| 047 | (HD COR 1030) Bulletin 20 - Removal of 2 Trees in the Way of the New KCI Path | \$3,389 |

| | |
|--|--------------|
| The original Contract Value was..... | \$41,576,182 |
| Sum of changes by prior Prime Contract Change Orders..... | \$266,302 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$41,842,484 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$44,185 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$41,886,669 |
| 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

ARCHITECT
5856 Doyle Street
Emeryville, CA 94608

Address

By

SIGNATURE

DATE

Hathaway Dinwiddie Construction

CONTRACTOR
565 Laurelwood Rd.
Santa Clara, Ca 95054

Address

By Stephen McCold

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

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

Title: Attendant Parking Services Agreement
Vendor: Lucas Parking Corporation
Agreement Date: August 25, 2011
Campus: Foothill College
Project Number: 160
Project Name: PSEC - Parking Replacement
Amount: \$26,310.00
For: Attendant parking services in Foothill College Parking Lots 5 and 6 during the first four weeks of the Fall quarter, to mitigate the loss of parking due to closure of Parking Lot 4. Parking Lot 4 is being reconstructed as a part of the Physical Sciences and Engineering (PSEC) project.

The funding is included in the current budget.

Action Requested: Ratification

MEASURE "C"

Foothill - De Anza Community College District INDEPENDENT CONTRACTOR AGREEMENT

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

This Agreement entered into this 25 day of August, 2011 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$69,000 or more. If sealed bids are required, this form of agreement cannot be used;
- C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

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

1. CONTRACTOR INFORMATION:

Contractor's Name Lucas Parking Corporation
 Address 2102 Pullman Avenue City Belmont Zip 94002
 Business Phone (650) 921-4110 Fax No (650) 631-8073 Home _____
 Social Security Number _____ *Fed. Tax I.D. Number 94-3293808
 Business License Number 615096 *CONTRACTOR MUST PROVIDE W-9

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

If yes, date last worked _____

If yes, specify last work location _____

Work Assignment
Relaminate teaching console; 3 folding tables in 5307, 2 countertops in Dining Room

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

If yes, please identify the individual(s) _____

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services, Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$69,000) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

Lucas Parking was the lowest of three bids.
 Lucas Parking Corporation: \$16.95 per hr
 Corinthian: Supervisor: \$21.50 per hr/Crew \$17.50
 Soiree: \$25.00 per hour.

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

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

Contractor will provide attendant parking services for student/staff cars in Lots 5 & 6 for the first 4 weeks of the fall quarter. This is required because parking lot 4 is under construction and we need alternative parking during this critical time.

15 Days
 10/10/11 No Work on Columbus Day
 Services - Monday - Thursday only

B. Contractor Fee for Services: \$ 26,310.00

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

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

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 26,310.00
 INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date 9/26/11 Contract Ending Date 10/31/2011
 Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

None

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

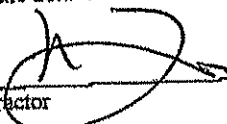
PSEE P4160
 410001 - 110001 - 5209 - 710000

W

6. STANDARD TERMS AND CONDITIONS:

- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. Confidentiality: In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- C. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage.
- D. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 4 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- E. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract.
- F. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.
- G. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.
- H. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- I. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- J. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

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


Contractor

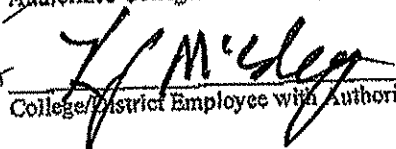
8/29/11
Date

APPROVED:

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


Authorized College/District Requestor/Budgeter

9/9/11
Date

CA 
College/District Employee with Authority to Sign Contract

9/13/11
Date

Date Approved by Board of Trustees.

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

Title: Change Order #2

Vendor: Ralph Larsen & Son, Inc.

Agreement Date: August 1, 2011

Campus: Foothill College

Project Number: 120

Project Name: Smithwick Theater

Amount: \$42,264.00

For: Work not shown on the construction documents: remove one existing steel beam, add framing for air registers in the ceiling, install additional ceramic tile in the restrooms, install roof hatch and ladder, and install a new HVAC unit and remove 6 asbestos-containing HVAC openings due to unanticipated site conditions.

Total project changes represent 2.15% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

X

Title: Add Service Agreement #12
Vendor: Ratcliff
Agreement Date: August 30, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 61,468.00
For: Additional design services for telecommunication revisions and security system design & documentation; expanded design for the pathways to KCI; civil engineering revisions; design of the shading/screening pattern for glazing at the canopies at the Classroom, Lab and Commons Buildings; and HVAC manufacturer factory testing, all as requested by the District. A credit is anticipated from the contractor for deletion of some HVAC testing from their contract scope.

Funding for these items is available within the current project budget.

Action Requested: Ratification

CHANGE NO. 12 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 10 day of October, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architect hereinafter called "Contractor."

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

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

None

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Ratcliff Architect

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 the following items:

- a) Miscellaneous telecommunication revisions
- b) Security system design/documentation
- c) Expanded scope for path to KCI
- d) Miscellaneous civil revisions
- e) Shading/screening pattern for glazing at the Classroom building
- f) Shading pattern for the glass canopies at the Classroom, Lab and Commons buildings
- g) HVAC manufacture factory testing

Please see Attachment A for more detail.

- 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 add service contract for \$61,468.00

See Attachment B for fee break down.

Remit Payment Application to:
Project 160 - PSEC
Susan Moore
Gilbane/MAAS
C/O Foothill College
12345 El Monte Rd.
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT\$ 845,140.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 5,940,376.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 61,468.00
NEW TOTAL AGREEMENT AMOUNT\$ 6,001,844.00

Foothill-DeAnza Community College District Change No. 12
To Agreement/Purchase Order No. PG877560

In any event, the total payment for services of contractor shall not exceed \$ 6,001,844.00
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. Blazy
Contractor Signature

10-19-11
Date

BATC/iff
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.

Attachment A

The scope of Additional Services includes:

- A) Miscellaneous TelCom Revisions**
At district request, the design team incorporated a number of miscellaneous revisions resulting from ETS submittal review. See attached proposal from SFMI.
- B) Security System Design and Documentation**
At district request, the design team will develop security system for PSEC. Scope includes client meetings, design, documentation and construction administration per attached proposal from SFMI.
- C) Expanded Scope for Path to KCI**
At district request, the design team incorporated additional scope to the Path to KCI revision, issued with Bulletins #20-A & 20-B. Additional scope included (3) paths instead of (1), additional grading and drainage, and added site lighting. See attached proposals from Gayner and CSW/ST2.
- D) Miscellaneous Civil Revisions**
At district request, the design team incorporated various revisions resulting from unexpected field conditions, additional requirements from PHWD, inaccurate topographic information, etc. See attached proposal from CSW.
- E) Shading/ Screening Pattern for Glazing at Classroom Building**
At district request, the design team will develop a shading/screening pattern for the glazing at the lecture rooms in the Classroom Building. The design team will provide an electronic file to the contractor, to be used for fabrication purposes. Scope includes (2) client meetings, one to review concepts and the other to finalize and approve design.
- F) Shading Pattern for Glass Canopies**
At district request, the design team will develop a shading pattern for the glass canopies at the Classroom, Lab and Commons Buildings. The design team will provide an electronic file to the contractor, to be used for fabrication purposes. Scope includes (2) client meetings, one to review concepts and the other to finalize and approve design. The meetings can be combined with item (A) above.
- G) HVAC Manufacturer Factory Testing**
At district request, the design team has been asked to witness the factory testing by the HVAC manufacturer. See attached proposal from SFMI for additional information.

Attachment B

A) Miscellaneous TelCom Revisions:

| | | |
|------------------------|---------|---------|
| Consultant Fees: | | |
| SFMI | \$1,290 | |
| Consultant Markup 10%: | \$ 129 | |
| Sub-Total: | | \$1,419 |

B) Security System Design and Documentation:

| | | |
|------------------------|----------|----------|
| Total Ratcliff's Fee | | |
| SD-CA: | \$1,200 | \$1,200 |
| Consultant Fees | | |
| SFMI: | \$9,920 | |
| Consultant Markup 10%: | \$992 | |
| Total Consultant Fee: | \$10,912 | |
| Sub-Total: | | \$12,112 |

C) Expanded Scope for Path to KCI:

| | | |
|------------------------|----------|----------|
| Total Ratcliff's Fee | | |
| SD-CA: | \$3,000 | \$3,000 |
| Consultant Fees | | |
| CSW/ST2: | \$4,950 | |
| Gayner: | \$4,850 | |
| Consultant Markup 10%: | \$980 | |
| Total Consultant Fee: | \$10,780 | |
| Sub-Total: | | \$13,780 |

D) Miscellaneous Civil Revisions:

| | | |
|------------------------|----------|----------|
| Consultant Fees | | |
| CSW/ST2: | \$14,299 | |
| Consultant Markup 10%: | \$1,430 | |
| Total Consultant Fee: | \$15,729 | |
| Sub-Total: | | \$15,729 |

E) Shading/ Screening Pattern for Glazing at Classroom Building:

| | | |
|------------------------|---------|---------|
| Total Ratcliff's Fee | | |
| SD-CA: | \$1,600 | \$1,600 |
| <u>Consultant Fees</u> | | |
| Prop + Guerin: | \$4,400 | |
| Consultant Markup 10%: | \$440 | |
| Total Consultant Fee: | \$4,840 | |
| Sub-Total: | | \$6,440 |

F) Shading Pattern for Glass Canopies:

| | | |
|------------------------|---------|---------|
| Total Ratcliff's Fee | | |
| SD-CA: | \$1,600 | \$1,600 |
| <u>Consultant Fees</u> | | |
| Prop + Guerin: | \$4,400 | |
| Consultant Markup 10%: | \$440 | |
| Total Consultant Fee: | \$4,840 | |
| Sub-Total: | | \$6,440 |

G) HVAC Manufacturer Factory Testing

| | |
|------------------------|---------|
| <u>Consultant Fees</u> | |
| SFMI: | \$5,044 |
| Consultant Markup 10%: | \$504 |
| Total Consultant Fee: | \$5,548 |

TOTAL FEE for Expanded Scope of Work services: \$61,468

Y

Title: Change Order #2
Vendor: Structure Consultants Inc.
Agreement Date: August 1, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 3,150.00
For: Additional Inspector of Record inspection services beyond that anticipated, for the placement of concrete in the month of September. Structure Consultants, previously known as Clark Inspection Group, Inc., is continuing services under a new corporate name.

This change plus all previously approved change orders equal to 0.58% of the base contract value.

The funding for this change is included in the budget.

Action Requested: Ratification

CHANGE NO. 02 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 6 day of October, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Structure 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

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Structure 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)

Additional Inspector of Record inspection services for the placement of concrete in the month of September 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)

This change order is a lump sum of \$3,150.00

| | Hours | Hourly Rate | Cost |
|------------|-------|-------------|------------|
| Mike Clark | 14 | 112.50 | \$1,575.00 |
| Matt Kelly | 14 | 112.50 | \$1,575.00 |
| Total: | 28 | 225.00 | \$3,150.00 |

ORIGINAL AGREEMENT AMOUNT\$ 545,000.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 3,150.00
NEW TOTAL AGREEMENT AMOUNT\$ 548,150.00

Foothill-DeAnza Community College District Change No. 02
To Agreement/Purchase Order No. MC111227

In any event, the total payment for services of contractor shall not exceed \$ 548,150.00
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 12.

M. Cell
Contractor Signature

10.14.2011
Date

SCI INC
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: Change Order #5

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: \$ 6,806.00

For: Providing temporary lighting at pathways along Building 5200 until new permanent light posts are delivered and installed; installation of new valves to replace leaking valves at Building 5200; and additional cleaning of open utility trenches, as requested by the District. Addition of wiring for pumps installed at building 5200 as directed by the Engineer.

This change plus all previously approved change orders equal to 2.02% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 10/12/2011

To Contractor:

Taber Construction

2278 Pike Court

Concord, Ca 94520

DSA Number

Architect's Project I

Contract Date:

1/3/2011

Contract Number: 001

Change Order Number: 005

The Contract is hereby revised by the following items:

CHANGE ORDER #05 - NOVEMBER 7 2011 BOT

| PCO | Description | Amount |
|-----|---|---------|
| 037 | [TPCO #027-R1] ME1 Temporary Lighting at Building 5200 Pathways | \$2,651 |
| 041 | [TPCO #029] Additional Valves for Bldg. 1000 CHW-R Lines | \$1,820 |
| 042 | [TPCO #031] M2A - M2B Clean out Utilidor of Debris and Dirt | \$1,041 |
| 047 | [TPCO #035] RFI 107 ME1 Bldg 5200 Power for Primary Pumps | \$1,294 |

| | |
|--|-------------|
| The original Contract Value was..... | \$4,616,000 |
| Sum of changes by prior Prime Contract Change Orders..... | \$86,265 |
| The Contract Value prior to this Prime Contract Change Order was..... | \$4,702,265 |
| The Contract Value will be changed by this Prime Contract Change Order in the amount of..... | \$6,806 |
| The new Contract Value including this Prime Contract Change Order will be..... | \$4,709,071 |
| The Contract duration will be changed by..... | 0 Days |
| The revised Substantial Completion date as of this Prime Contract Change Order is..... | 12/9/2011 |

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.

Selas O'Brien Engineering

ARCHITECT

305 South 11th St.

Address

By

SIGNATURE

DATE

Taber Construction

CONTRACTOR

2278 Pike Court

Concord, Ca 94520

Address

By Bret Taber

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road

Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date: