

Board of Trustees Agenda Item

Board Meeting Date: August 6, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is \$945,048.

De Anza College –

- A) Arch-Pac, Inc. – Revision #1 to Project Authorization Amendment #D01 – Pool Tile and Plaster Renovation - \$48,418
- B) Arch-Pac, Inc. – Revision #2 to Project Authorization Amendment #D01 – Furniture and Equipment - \$32,680
- C) Joseph J. Albanese Inc. – Change Order #7 – Combined Site Improvements Phase I - \$75,938
- D) Newcomb Anderson McCormick – Change #1 to Agreement – Lots A & B and Kirsch PVs - \$10,500
- E) Noll & Tam Architects – Project Authorization Amendment #D09-B to Master Agreement – A-8 - \$171,138
- F) Sundt Construction, Inc. – Change Order #16 – Media & Learning Center - \$186,929

Foothill College –

- G) Allana Buick & Bers, Inc. – Revision #1 to Project Authorization Amendment F-ABB-04 – Storage Building at Swimming Pool - \$11,915
- H) Robert A. Bothman, Inc. – Change Order #1 – Parking and Circulation Phase I - \$51,184
- I) Cleary Consultants, Inc. – Agreement for Services – Parking and Circulation - \$175,000
- J) Ratcliff – Revision #17 to Agreement – Physical Sciences and Engineering Center - \$35,018
- K) Rolf Jensen & Associates, Inc. – Agreement for Design Professional Services – Fire Alarm Systems Replacement Phase III - \$85,000
- L) Taber construction, Inc. – Change Order #2 – Central Campus Site Improvements - \$3,338
- M) WRNS Studio, LLP – Revision #6 to Project Authorization Amendment F-WRNS-2B – Parking and Circulation - \$57,990
- N) WRNS Studio, LLP – Change of Name and Assignment of Contract – Various Projects - \$0

Central Services -

- O) Vlaming and Associates – Change #3 to Agreement for Services – Overhead Account - \$0

Executive Director of Facilities, Operations, and Construction Management Charles Allen; Director, Bond Program Management, De Anza College, Tom Armstrong; Director, Bond Program Management, Foothill College, Art Heinrich; and Carmen Redmond, Director, Purchasing Services, recommend ratification/approval 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 Gina Bailey, Senior Buyer, Purchasing Services
Is backup provided?	Yes

Title: Revision #1 to PAA #D01.

Vendor: Arch-Pac, Inc

Agreement Date: August 3, 2010

Campus: De Anza

Project Number: 200F

Project Name: 200F De Anza Pool Tile and Plaster Renovation

Amount: \$48,418

For: Design and Construction Services to modify the PE Locker Room
handicap showers stalls as requested by DSA. Design and Construction
Services to modify the swimming pool drinking water fountains.
Construction Administrative Services for plaster re-work in the lap and
dive pools.

Action Requested: Approval

**Revision #1 to Project Authorization Amendment (PAA) # D01 dated August 3, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and
ARCH-PAC INC, dated August 3, 2010.**

Revision #1 to PAA #D01 made as of the 6th day of August in the year Two Thousand & Twelve

Assigned Project Description:

Measure C - Bond Project # 200F DE ANZA COLLEGE POOL TILE AND PLASTER REPLACEMENT

1. Revision to Basic Services and Scope of Work:

Project Authorization Amendment (PAA) # D01, scope of work remains unchanged, with the exception of the scope of work identified in Revision #1 of PAA D01.

Revision #1 to PAA # D01 for this project includes the following Additional Service Request (ASR):

- | | |
|--|-----------------|
| 1. COP dated July 20, 2012 – Additional Construction Design Services as follows: | \$ 31,423 |
| • Construction Design Services for DSA Plans for PE Building handicap shower stalls | |
| 2. COP dated May 15, 2012 – Additional Construction Administrative Services as follows: | \$ 7,986 |
| • Re-plastering work demolition and installation inspection | |
| • Re-plastering final inspection | |
| • Re-plastering punchlist | |
| 3. COP dated May 15, 2012 – Additional Construction Administrative Services as follows: | \$ 1,917 |
| • Pre-Plaster inspection | |
| 4. COP dated July 20, 2012 – Additional Construction Administrative Services as follows: | \$ 5,092 |
| Construction Administrative Services for handicap shower stalls | |
| 5. Allowance – Additional Construction Administrative Services as follows: | |
| Unforeseen Construction Administrative Services during Construction | \$ 2,000 |
| Total: | \$48,418 |

2. Revised Consultant Compensation:

The Project Authorization Amendment D01, Revision 1 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 Thirty One Thousand Four Hundred Twenty Three dollars; \$31,423

ITEM #2 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of Seven Thousand Nine Hundred Eighty-Six dollars; \$7,986

ITEM #3 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of One Thousand Nine Hundred Seventeen dollars; \$1,917

ITEM #4 – LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of Five Thousand Ninety Two dollars; \$5,092

ITEM #5 – LUMP SUM ALLOWANCE

The Allowance for Unforeseen Conditions Services is revised to a lump sum of Two Thousand dollars; \$2,000

Master Agreement PAA D01:	\$ 99,840
Revision #1:	\$ 48,418
Current Agreement:	\$148,258
Maximum Revised Agreement:	\$148,258

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

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost by mutual agreement, for up to two additional six month periods, from the date of Revision #1 to PAA D01.

<u>Activity</u>	<u>Finish</u>
Construction Design Service DSA Approval	08/30/2012
Re-Plastering Administration	06/15/2012
Pre-Plastering Inspection	06/15/2012
Construction Administration Service and DSA Closeout	07/31/2013

4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D01.
5. Insurance Requirements per the Master Agreement remain unchanged per PAA D01.

DISTRICT
 Foothill – DeAnza Community College District
 A California Community College District

CONSULTANT
 Arch-Pac Inc

By: _____

By: _____

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

Ken Moeller, Principal

Date: _____

Date: _____



Change Order Proposal No. 001:

July 20, 2012

Paul W. Lum
Gilbane/MAAS Accounting
DE ANZA COMMUNITY COLLEGE
21250 Stevens Creek Blvd.
Cupertino, CA 95014

- Project 200F De Anza Pool Tile and Plaster Replacement
PO #MC110734

RESTROOM REVISIONS

• DSA Plan Check		
Principal Hours	8 x \$180/hr.	\$1,440.00
Southwest (Mar. 5)		\$463.60
Enterprise (Mar. 5)		\$131.19
Airport Parking (Mar. 5)		\$53.00
Hotel (Mar. 5)		\$96.12

• DSA Back Check – Round 1		
Associate Hours	16 x \$150/hr.	\$2,400.00
	Total Cost:	*2/5 of the Cost:
Southwest (Apr. 17&18)	\$467.60	\$187.04
Avis (Apr. 17&18)	\$311.92	\$124.77
Airport Parking (Apr. 17&18)	\$182.00	\$72.80
Hotel (Apr. 17&18)	\$406.08	\$162.43

*Note: Alejandro was there from Apr. 17 – 21. His work Apr. 17 – 18 pertained to CO #1 so 2/5 of the trip cost will be charged to CO #1.

• DSA Back Check – Round 2		
Associate Hours	10 x \$150/hr.	\$1,500.00
	Total Cost:	*1/2 of the Cost:
Southwest (May 8)	\$467.60	\$233.80
Avis (May 8)	\$150.25	\$75.13
Airport Parking (May 8)	\$55.00	\$27.50
Hotel (May 8)	\$150.12	\$75.06

*Note: Alejandro was there from May 8 – 9. His work May 8 pertained to CO #1 so 1/2 of the trip cost will be charged to CO #1.

Access Drawings		
CAD Tech Hours	30 x \$125/hr.	\$3,750.00
Associate Hours	40 x \$150/hr.	\$6,000.00
DSA Oakland Fee		\$8,964.10

• Site Visit (Shower Walk Through)		
Associate Hours	10 x \$150/hr.	\$1,500.00
Southwest (July 13)		\$467.60
Avis (July 13)		\$75.00
Airport Parking (July 13)		\$23.00
• Modification to DSA Approved Plans with Specs		
Associate Hours	24 x \$150/hr.	\$3,600.00

TOTAL: \$31,422.14

PLEASE REMIT: \$31,422.14



Change Order Proposal No. 002:

May 15, 2012

Eugene R. Estipona
Gilbane/MAAS Accounting
DE ANZA COMMUNITY COLLEGE
21250 Stevens Creek Blvd.
Cupertino, CA 95014

- Project 200F De Anza Pool Tile and Plaster Replacement
PO #MC110734

RE-PLASTER

• Plaster Demo & Installation Inspection		
Associate Hours	16 x \$150/hr.	\$2,400.00
Southwest (Apr. 23 & 24)		\$451.60
Avis (Apr. 23 & 24)		\$150.21
Airport Parking (Apr. 23 & 24)		\$56.00
Hotel (April 23 & 24)		\$96.12

• Plaster Inspection		
Associate Hours	16 x \$150/hr.	\$2,400.00
	Total Cost:	*3/5 of the Cost:
Southwest (Apr. 19 - 21)	\$467.60	\$280.56
Avis (Apr. 19 - 21)	\$311.92	\$187.15
Airport Parking (Apr. 19 - 21)	\$182.00	\$109.20
Hotel (Apr. 19 - 21)	\$406.08	\$243.65

*Note: Alejandro was there from Apr. 17 - 21. His work Apr. 19 - 21 pertained to CO #2
so 3/5 of the trip cost will be charged to CO #2.

• Re-plaster Punch List		
Associate Hours	8 x \$150/hr.	\$1,200.00
	Total Cost:	*1/2 of the Cost:
Southwest (May 9)	\$467.60	\$233.80
Avis (May 9)	\$150.25	\$75.13
Airport Parking (May 9)	\$55.00	\$27.50
Hotel (May 9)	\$150.12	\$75.06

*Note: Alejandro was there from May 8 - 9. His work May 9 pertained to CO #2
so 1/2 of the trip cost will be charged to CO #2.

TOTAL: \$7,985.98

PLEASE REMIT: \$7,985.98



Change Order Proposal No. 003:

May 15, 2012

Eugene R. Estipona
Gilbane/MAAS Accounting
DE ANZA COMMUNITY COLLEGE
21250 Stevens Creek Blvd.
Cupertino, CA 95014

- Project 200F De Anza Pool Tile and Plaster Replacement
PO #MC110734

PRE-PLASTER INSPECTION THAT DIDN'T HAPPEN

Ken Moeller was told the plaster was ready to be inspected for both the lap & dive pools so he traveled but it wasn't ready.

• Trip		
Principal Hours	8 x \$180/hr.	\$1,440.00
Southwest (Mar. 26)		\$431.60
Enterprise (Mar. 26)		\$44.50

PLEASE REMIT:

\$1,916.10



Change Order Proposal No. 004:

July 20, 2012

Paul W. Lum
Gilbane/MAAS Accounting
DE ANZA COMMUNITY COLLEGE
21250 Stevens Creek Blvd.
Cupertino, CA 95014

- Project 200F De Anza Pool Tile and Plaster Replacement
PO #MC110734

RESTROOM MODIFICATION

- **Construction Administration**

- Submittals**

- Associate Hours 6 x \$150/hr. \$900.00

- RFIs**

- Associate Hours 3 x \$150/hr. \$450.00

- Coordination**

- Associate Hours 3 x \$150/hr. \$450.00

- Site Visit**

- Associate Hours 8 x \$150/hr. \$1,200.00
 - Southwest \$465.00
 - Enterprise \$100.00
 - Airport Parking \$27.00

- **DSA Closeout**

- Associate Hours 10 x \$150/hr. \$1,500.00

TOTAL: \$5,092.00

PLEASE REMIT: \$5,092.00

Title: Revision #2 to PAA #D01.

Vendor: Arch-Pac, Inc

Agreement Date: August 3, 2010

Campus: De Anza

Project Number: 701

Project Name: Furniture and Equipment

Amount: \$32,680

For: Structural, Electrical and Architectural design services for a new scoreboard / time clock for the swim complex, including mounting supports, electrical, and data connections. Obtain DSA approval of the plans and specifications. Construction services including review of submittals, RFI's, construction progress, As-Built document reviews, and DSA closeout.

Action Requested: Ratification

**Revision #2 to Project Authorization Amendment (PAA) # D01 dated August 3, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and
ARCH-PAC INC, dated August 3, 2010.**

Revision #2 to PAA #D01 made as of the 6th day of August in the year Two Thousand & Twelve

Assigned Project Description:

Measure C - Bond Project # 200F DE ANZA COLLEGE POOL TILE AND PLASTER REPLACEMENT

1. Revision to Basic Services and Scope of Work:

Project Authorization Amendment (PAA) # D01, scope of work remains unchanged, with the exception of the scope of work identified in Revision #2 of PAA D01.

Revision #2 to PAA # D01 for this project includes the following Additional Service Request (ASR):

- | | |
|--|------------------|
| 1. COP dated July 20, 2012 – Additional Construction Design Services as follows: | \$ 25,680 |
| • Structural Design Services for DSA Plans and Construction for PE Building scoreboard. | |
| • Electrical Design Services for DSA Plans and Construction for PE Building scoreboard. | |
| • Architectural Design Services for DSA Plans and Construction for PE Building scoreboard. | |
| 2. Allowance – DSA Permit Fees | \$ 7,000 |
| Total: | \$ 32,680 |

2. Revised Consultant Compensation:

The Project Authorization Amendment D01, Revision 2 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 Twenty Five Thousand Six Hundred Eighty dollars; \$25,680

ITEM #2 – LUMP SUM ALLOWANCE

The Contract Price for DSA Permit Fees is revised to a lump sum of Seven Thousand dollars; \$7,000

Master Agreement PAA D01:	\$148,258
Revision #2:	\$ 32,680
Current Agreement:	\$180,938
Maximum Revised Agreement:	\$180,938

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

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost by mutual agreement, for up to two additional six month periods, from the date of Revision #2 to PAA D01.

<u>Activity</u>	<u>Finish</u>
Construction Design Service DSA Approval	08/30/2012
Construction Administration Service and DSA Closeout	01/31/2013

4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D01.
5. Insurance Requirements per the Master Agreement remain unchanged per PAA D01.

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

By: _____

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

Date: _____

CONSULTANT

Arch-Pac Inc

By: _____

Ken Moeller, Principal

Date: _____

Title: Prime Contract Change Order # 07 - FINAL
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: \$ 75,938
For: Prime Contract Change Order #07 – FINAL revises the original contract sum between the District and Joseph J Albanese, Inc. for the following changes:
Replacing the concrete landing at the bottom of the eastern Sunken Garden historical stairs; changing the joint around the granite pavers from grout to caulk for better life span and ease of maintenance; upgrading the decorative gravel in the Sunken Garden to minimize maintenance; and extending the ADA access route on the north side of Building F3 with additional curbs and hand rails to maintain DSA access compliance.

This Change Order also includes credit for the unused portion of Allowance #2 for Erosion Control, credit for the Flint entry fence that was not installed per plans, and credit for data cabling and a valve at the irrigation controller in the Sunken Garden that was not installed in the contract.

The total Change Orders to date represent 14.93% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



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: 8/6/2012
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: 007

The Contract is hereby revised by the following items:

PCO	Description	Amount
169	Close Out Allowance #2 - Erosion Control Measures as shown on the drawings - OD	\$(9,371)
170	Sunken Garden Gravel Mitigation - OD	\$49,677
171	Credit for Flint Entry Fence not installed per contract drawings - OD	\$(3,500)
172	Add Hand Rails to along ADA pathway at F3 - ADDC	\$22,089
173	Credit for Data & Valve at IRR Controller In Sunken Garden - ADDC	\$(3,500)
174	F3 access compliance grade redesign - ADDC	\$6,843
175	Remove & Replace Concrete Landing at East Historical Staircase - FC	\$6,700
177	Remove Grout & Add Caulking around Granite Pavers - ADDC	\$8,600

This is the FINAL change order for this project. There shall be no extension of time for this change order

The original Contract Value was.....	\$4,606,000
Sum of changes by prior Prime Contract Change Orders.....	\$611,657
The Contract Value prior to this Prime Contract Change Order was.....	\$5,216,657
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$75,938
The new Contract Value including this Prime Contract Change Order will be.....	\$5,292,595
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
938 E. Duane Avenue
Sunnyvale, CA 94012

Address
By Ghad-Browning *Ken Olcott*

SIGNATURE *[Signature]*

DATE *7/12/12*

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

Address
By *John Albanese*

SIGNATURE *[Signature]*

DATE *7/17/12*

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

Address
By Charles Allen

SIGNATURE _____

DATE _____

Title: Change #1 to Agreement for Services
Vendor: Newcomb Anderson McCormick
Agreement Date: March 15, 2011
Campus: De Anza
Project Number: 251C
Project Name: Lots A & B and Kirsch PVs
Amount: \$10,500
For: Professional analysis and recommendations for proposed electric vehicle charging stations; providing technical review of SunPower's 30-Day proving period report, project closeout documents, project as-builts drawings, and one annual review of PV production output vs. contracted PV system performance guarantee; and technical or engineering support required to support the projects goals.

Action Requested: Approval

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 6th day of August, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Newcomb Anderson McCormick hereinafter called "Contractor."

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

1. Services to be performed by Contractor.

(check one box)

☐ No Change

☒ 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.

(check one box)

☐ No Change

☒ 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" which is attached hereto and by this reference made a part hereof.

3. Contract Term.

(check one box)

☐ No Change

☒ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. 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.

(check one box)

☐ No Change

☐ Describe applicable changes in detail:

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Newcomb Anderson McCormick,

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.)

- Perform an analysis of proposed vehicle charging stations and provide a recommendation.
- Review Sunpower's 30-day proving period report and ensure that the contract requirements are being fully met.
- Review and provide comments on outstanding punch list items and closeout documents, including as-built drawings.
- Perform one annual review of the production from Lots A & B PV system and advise of any deviations from the performance guarantee.
- Provide technical support on issues that exceed the scope of the tasks described in the proposal.

See Attachment A.

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 amount of \$10,500. Application for payment shall be made on a monthly basis. The Contractor shall notify the Program Manager in writing when any of the following conditions are met:

1. 75% of the total contract value has been reached.
2. The Contractor believes they have been directed to perform services which are not included in the scope of this Agreement for Services.

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

ORIGINAL AGREEMENT AMOUNT \$ 249,825.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 0.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 10,500.00
NEW TOTAL AGREEMENT AMOUNT \$ 260,325.00

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111557

In any event, the total payment for services of contractor shall not exceed \$ 10,500
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 the contract shall commence on the date specified in the first
paragraph of the contract, and shall continue until February 28, 2013.

Authorized Contractor Signature

Date

Print name _____

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 \$20,000.00



July 19, 2012

P-2427.04

Mr. Tom Armstrong
Measure C Bond Manager
De Anza College
21250 Stevens Creek Blvd
Cupertino, CA 95015

Subject: Solar Photovoltaic Project 251C
"Owner's Engineer" Support

Dear Tom:

Newcomb Anderson McCormick, Inc. (NAM) is pleased to submit this proposal to provide technical, engineering, and operations support services to De Anza College as an "Owner's Engineer" during the Design-Build operating phase of the 251C solar photovoltaic projects at Lot A&B and the Kirsch Center.

Matt Sullivan has provided a draft of the scope of work that is similar to the tasks presented in this letter proposal in an email dated 6/20/12. The following sections describe the detailed scope of work for this proposal, which has been updated based on discussions that took place 7/17/12 with Gilbane.

Scope and Approach

Overview

The work described herein is an extension of the contract and implementation support NAM has been pleased to offer to De Anza College and looks forward to continuing the important work of verifying the proper operation of the system that is now installed and operation at De Anza.

Task 1 – Vehicle Charging Station Analysis and Recommendations

De Anza has identified vehicle charging a potential service to offer students, faculty, and staff in parking stalls located in parking Lot B. NAM has previously prepared and delivered a paper analyzing several different options to consider in implementing a vehicle charging system on campus. This task would update the results of the previous paper in light of changing technology and deliver the report to De Anza.

Task 2 – Review and Comment on 30-Day Proving Period Report

SunPower has installed and commissioned the PV system covering portions of Lots A & B at De Anza. It remains for SunPower to demonstrate that the system is performing in accordance with the contract requirements. NAM will work with the College and SunPower to review SunPower's 30-day proving period report and to ensure that the contract requirements are being fully met. NAM understands that the production offsets from the PV system are critical to the College's budgeting process and that the system verification is extremely important to ensure budgets are met.

Task 4 - Review and Comment Lot A&B and Kirsch Center Closeout Docs/As-Builts

NAM will provide review and feedback to the College on outstanding punch list and closeout documentation, including as-built drawings, for De Anza. This will ensure there are no missing or incomplete submittals.

Task 5 - Review of Performance Guarantee/CSI Payments

Critical to the College and operations of the system are the continued monthly payments from the California Solar Initiative program. NAM detailed the requirements in SunPower's scope of work that require compensation to the College for missing the minimum production levels, including incentive payments. NAM will perform one annual review of the production of the Lots A&B PV system and advise of any deviations from the performance guarantee and if payments are owed to De Anza.

Task 5 – Engineering Support

As the need arises during the course of the project, NAM is available to provide technical support on issues that exceed the scope of the tasks described in this proposal. This work will be performed as ad-hoc engineering support at the direction of the College.

Budget

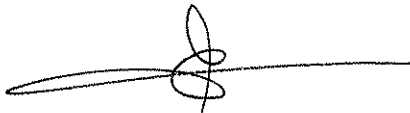
To accomplish the proposed scope of work, we estimate a total cost of \$10,500, including travel and expenses. The cost of each task is shown below, along with an estimate of direct expenses such as travel and document production. Direct expenses will be billed to De Anza for actual costs incurred by NAM.

Task	Est. Hours	Total
Vehicle Charging Station Analysis and Recommendations	6	\$1,050
Review and Comment on 30-Day Proving Period Report	12	\$2,100
Review and Comment Lot A&B and Kirsch Center Closeout Docs/As-Builts	14	\$2,450
Annual Review of Performance Guarantee/CSI Payments (1 year @ 8 hrs/year)	8	\$1,400
Engineering Support	17	\$2,975
Travel/Site Visits		\$525
Total		\$10,500

Estimated at Composite Rate of \$175 /hr

We are enthusiastic regarding this opportunity and our team is prepared to begin work as soon as De Anza's needs require. We look forward to a follow-up conversation at your earliest convenience to further discuss our proposal. Please contact Jeff Klompus at (415) 230-8412 to schedule a meeting and to answer any questions you may have. We look forward to working with you and your staff.

Sincerely,



John M. Newcomb
Principal

Title: Project Authorization Amendment D09-B to Master Agreement
Vendor: Noll & Tam Architects
Agreement Date: July 20, 2012
Campus: De Anza College
Project Number: 201
Project Name: A-8
Amount: \$171,138
For: Professional Services including: completion of renovation design services, bid phase assistance, construction administration, and project closeout. The project includes specific renovation to the A-8 building to accommodate the relocation of campus mail & receiving; bookstore receiving & storage; ETS receiving, storage & surplus; and Campus Police facilities. Associated site work includes providing an ADA accessible path into the building on the north side.

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

Action Requested: Approval

**Project Authorization Amendment D09-B
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 20th of July in the year Two Thousand and Twelve between the District:

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

and the Architect:

**Noll & Tam Architects
729 Heinz Avenue, Suite #7
Berkeley, CA 94710**

For the following Project: MEASURE C - BOND PROJECT #766201 – A8 RENOVATIONS; DESIGN DEVELOPMENT, COMPLETE CONSTRUCTION DOCUMENTS, PROCUREMENT, CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT PHASES

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

WHEREAS, the District and Noll & Tam Architects, (Architect) have a fully executed Standard Form of Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Renovations to the A8 Building to accommodate the relocation of Campus Mail & Receiving, Bookstore Receiving & Storage, ETS Receiving, Storage & Surplus and Campus Police and associated site work to provide an accessible path currently accessible only by stairs.

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

1. Project Authorization Assignment D09-B: De Anza College A8 Renovations

The PAA for this project includes the following: Develop all Design Documents during the Design Development and Construction Document Phases based on the outcome of the professional services performed under PAA D09 and meetings with the College's designated groups to coordinate the Architect's efforts with, and incorporation of comments from all parties. Assist the Program Manager and the District during the bidding process for the Procurement Phase. Provide Construction Administration services to respond to construction communications, and document the construction practices through the course of the project, attend weekly meetings, and provide close-out documentation for all related activities.

Scope of Services includes:

Design Development Documents:

- Provide services for the Design Development Phase as set forth in the Agreement between the District and the Architect.
- Conduct a minimum of one (1) scope review meeting to confirm the scope with the stakeholders and Owner's representatives.
- Conduct at least one (1) page turn review/work session for the Construction Design Documents with the College's designated design team representatives. The Architect shall document review comments and proposed value engineering measures and shall respond to each item, indicating the proposed disposition of each. The Architect shall identify those items that may have unintended effects on the Project design.
- Prepare a detailed Construction Cost Estimate for the completed Design Development documents.
- Suggest alternative materials, systems or solutions to improve value to the District and/or reduce project cost, and shall provide design information and alternatives, and necessary cost calculations to the District and/or the Program Manager to support their suggestions. The architect shall provide feedbacks on value engineering suggestions provided by the stakeholders.

Construction Design Documents:

- Provide services for the Construction Design Phase as set forth in the Agreement between the District and the Architect.
- Prepare the required construction documents not limited to drawings and specifications in order for the District to seek competitive bids from qualified general contractors.
- Conduct a minimum of two (2) meetings to review the project scope and progress. The stakeholders may choose to hold an additional page turn review meeting in lieu of a scope review meeting.
- Conduct at least one (1) page turn review/work session for the Construction Design Documents with the College's designated design team representatives. The Architect shall document review comments and proposed value engineering measures and shall respond to each item, indicating the proposed disposition of each. The Architect shall identify those items that may have unintended effects on the Project design.
- Present a detailed Construction Cost Estimate for 50% Construction Design documents and a detailed Construction Estimate following the receipt of DSA approved documents.
- Coordinate with the District and the Program Manager so that the final Construction Design documents costs conform to the construction budget and suggest alternative materials, systems, and/or solutions to improve the value and/or reduce the cost to meet that budget.
- File documents and obtain approval from the Division of the State Architect (DSA) for the project.
- Prepare a document itemizing all District review comments, constructability review comments, governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the Bid Documents.

Procurement Phase:

- Provide services for the Bidding Process as set forth in the Agreement between the District and the Architect.
- Assist the District in the awarding and preparing of the Construction Contract for the Project execution.

Construction Administration

- Provide Construction Administration services as set forth in the Agreement between the District and the Architect.

- Participate in a project kick-off meeting to review the administration of the construction contract with the Contractor and their sub-contractors prior to commencement of construction activities.
- Review and take appropriate actions for the contractor's construction submittals such as but not limited to Shop Drawings, Product Data, Lab Reports, Calculations, Certificates and Samples as required by the Construction Documents. The submittals shall be managed through Prolog's web-based Project Management System.
- Respond to the contractor's Requests for Information (RFI) with appropriate technical answers and/or clarifications as required to maintain the construction progress. The RFI's shall be managed through Prolog's web-based Project Management System.
- Attend a weekly on-site Owner, Architect and Contractor's meetings to become familiar with the construction progress.
- Visit the project jobsite at a minimum of one (1) time per week to assess the quality of construction and determine if the work is being performed in accordance with the Contract Documents and approved Contract Schedule. The Architect shall provide the Program Manager a written Field Report outlining the work in place to date and any notification of deficiencies.
- Assist the District in evaluating Changes and/or Potential Changes to the Work and shall advise the District of the nature, extent and scope of Change Proposals along with alternatives. The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives.
- Review and comment on the Applications for Payment issued by the Contractor.
- Generate one (1) punch list of work requiring correction, replacement, removal or other action necessary to comply and conform to the Contract Documents. The Architect and their consultants shall verify that the items are completed by the Contractor and are acceptable based on one (1) punch list verification inspection.

Project Closeout:

- Review and approve that the project is substantially complete and supply the AIA G704 Certificate of Substantial Completion. The Architect shall assist with the closeout of the construction phase within 90 days of Substantial Completion of the Project, as defined in the Agreement between the District and the Architect.
- Coordinate and obtain DSA Closeout with Certification by responding to and obtaining all DSA approvals, and verifying the construction is complete. The Architect shall be responsible in submitting all the required DSA documentation.
- Conduct and coordinate an 11-month Post-Construction Warranty Walk and report back in writing the findings and any required recommendations to the District.

2. Consultant Compensation:

The Project Authorization Assignment Contract Price for Professional Services is for One Hundred and Seventy One Thousand One Hundred Thirty Eight Dollars and No Cents (\$171,138.00).

Schedule of Values (includes reimbursable):

Design Development	\$ 41,355
Construction Documents	\$ 66,401
Procurement and Bidding Phase	\$ 9,936
Construction Administration	\$ 44,635
Project Closeout	\$ 8,811
Total:	\$ 171,138

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

<u>Phase</u>	<u>Schedule</u>
Design Development	08/20/12 – 10/26/12
Construction Documents	10/29/12 – 01/25/13
DSA Review and Approval	01/28/13 – 06/28/13
Procurement and Bidding Phase	07/01/13 – 09/27/13
Construction Administration	01/02/14 – 07/03/14
Project Closeout	07/07/14 – 09/26/14

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: 201 – A8 RENOVATION
- Purchase Order Number
- All items billed against Schedule of Values, with percent of completion and earned values
- Invoices shall be by campus and submitted in duplicate to accommodate accounting structure at both campuses

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

Dated: _____

"DISTRICT"
Foothill-De Anza Community College District

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

"ARCHITECT"
Noll & Tam Architects

By: _____
Chris Noll
Principal

Title: Prime Contract Change Order #16
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIA & LEARNING CENTER
Amount: \$186,929
For: PCCO #16 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). This change is for the following scope:

Architect-directed changes include revisions to Building Automation System for increased system efficiency, solar thermal heat rejection, and temperature set point adjustments for LEED certification. Revisions to telecom pathway between MLC & Flint Center, storm drain layout at landscape runnels, flatwork modifications at campus/MLC entrances, resilient flooring and wood paneling modifications in the atrium are also included.

Owner-directed changes including revisions to atrium wood paneling layout, an additional lighting override switch in the atrium, and a credit for SCI use of the Owner's power during construction.

Total Change Order spending to date, including this change, is 2.5% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Media & Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 8/6/2012

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: 016

The Contract is hereby revised by the following items:

PCO	Description	Amount
017	COR 135 - Temporary utilities credit for contractor use of owner electricity during construction. Owner directive.	\$(13,457)
057	Bulletin #55.1 / COR 72 - Building Automation System revisions and programming modifications for coordination with hydronic leak detection and solar thermal collection points. Architect directive.	\$14,065
063	Bulletin #63 / COR 110 - Revised telecom pathway between MLC and Flint Center to avoid structural wall conflicts and utilize underground pathway for aesthetics at Flint box office. Field Conditions.	\$45,015
082	RFI 526 / COR 43 - Building Automation System revisions and programming modifications for temperature set point adjustments and thermostats required to achieve LEED 6.2 Controllability of Systems: Thermal Comfort. Architect directive.	\$38,573
103	Bulletin #55 / COR 73 - Building Automation System revisions and programming modifications for mechanical shaft heat rejection/dehumidification function. Architect directive.	\$44,458
122	Bulletins #120 & 124 - RFI 805 / CORs 120 & 124 - Revise elevations, storm sewer slope and added catch basin at runnel #1 for proper drainage. Architect directive.	\$14,229
123	Bulletin #119 / COR 90 - Building Automation System revisions and programming modifications to manage waste heat from solar thermal system. Architect directive.	\$5,263
138	Bulletin #131 / COR 129 - Arrange and install AWP-1 by grain and color to achieve owner requirements beyond specification at atrium storefront. Owner directive.	\$5,571
142	Bulletin #113 / COR 116 - Add building lighting override switch at main entrance for increase safety during building non-operating hours. Owner directive.	\$2,178
145	COR 130 - Additional site survey required by revised flatwork design at Northeast corner of site. Field condition.	\$626
156	Bulletin #145 / COR 121 - Mechanical vent and fuel alarm modifications at emergency power generator to achieve County Fire Hazmat permit. Architect directive.	\$4,177
176	Bulletin #154 / COR 122 - WD1 mounting detail revision to conceal fastener accessories from view at classroom door locations. Architect directive.	\$3,089
181	Bulletin #163 / COR 125 - Added flatwork at MLC/CHC/LCW pathways for connection to adjacent buildings, surface water drainage and ADA access. Architect directive.	\$11,739
184	Bulletin #164 / COR 126 - Provide transition strip at second level resilient flooring between raised access floor and curb wall. Architect directive.	\$2,995
185	Bulletin #155 / COR 123 - Provide automatic door bottoms at MDF/IDFs. Architect directive.	\$1,434
187	RFI 840 / COR 127 - Provide tamper switch monitors at Fire Water double detector/check valve in lieu of chain locks. Owner directive.	\$4,734
188	Bulletin #167 / COR 128 - Replace existing walkway adjacent Seminar building.	\$1,579

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

195 COR 133 - Revise trouble/alarm wiring and program at MDF/IDF fire suppression system to signal FACP at Campus Center. Owner directive.

\$661

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$688,622
The Contract Value prior to this Prime Contract Change Order was.....	\$35,670,977
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$186,929
The new Contract Value including this Prime Contract Change Order will be.....	\$35,857,906
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/30/2012

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

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT
5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR
2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By Michael Whittaker

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Revision #1 to PAA F-ABB-04

Vendor: Allana Buick & Bers, Inc.

Agreement Date: February 12, 2012

Campus: Foothill College

Project Number: 118

Project Name: Storage Building at Swimming Pool

Amount: \$11,915.00

For:

Destructive testing, including removal of the sidewalk topping slab and trenching, required to document existing conditions required to design waterproofing details.

The funding is included in the current budget.

Action Requested: Approval

Revision #1 to PAA #F-ABB-04

Revision to Project Authorization Amendment #F-ABB-04 dated February 6, 2012 between Foothill-De Anza Community College District and Allana Buick + Bers, Inc. for Measure C Project 118 – Building 2700 Pool Storage Rooms.

AMENDMENT DATE: 7/13/12

SCOPE OF WORK:

Destructive testing including removal of the sidewalk topping slab and trenching required to document existing conditions required to design waterproofing termination details.

COMPENSATION:

Original PAA value including Reimbursables:	\$ 63,345.00
Net change in contract value due to this Revision #1:	<u>\$ 11,915.00</u>
New contract value including this amendment and Reimbursables:	\$ 75,260.00

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

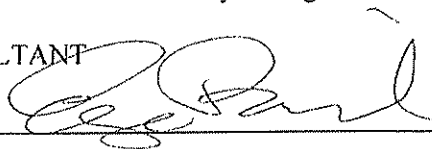
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

Eugene Buick
Principal
Allana Buick + Bers, Inc.

Title: Change Order #1
Vendor: Robert A. Bothman, Inc.
Agreement Date: June 18, 2012
Campus: Foothill College
Project Number: 162
Project Name: Parking and Circulation Phase I
Amount: \$ 51,184.00
For: Additional backfill and compaction at Building 5800 as required by site conditions; demolition of unforeseen drain pipe and concrete; and purchase of two new red emergency phones to meet the District standard not available during design.

Total project changes represent 2% 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: 7/20/2012
To Contractor:
Robert A. Bothman, Inc.
650 Quinn Ave.
San Jose, CA 95112

DSA Number 112282
Architect's Project
Contract Date:
Contract Number: MC - 120999
Change Order Number: 001

The Contract is hereby revised by the following items:

Project #162 - CO #1 - Robert A Bothman, Inc.

PCO	Description	Amount
004	RFC #4 - Provide labor and materials to install (2) two Red Emergency Phones to meet District Standard.	\$37,644
009	RFC#5 - Provide labor and materials to backfill the District Utility Trench at Bldg. 5800. The scope includes curbs and footings demo and off-haul requested by Plant Services.	\$4,180
010	RFC #6 - Demo additional 85LF of unforeseen storm drain, concrete, (4) four large boulders and two trees at PSEC Threshold per RFI #2.	\$9,360

The original Contract Value was.....	\$2,574,452
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$2,574,452
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$51,184
The new Contract Value including this Prime Contract Change Order will be.....	\$2,625,636
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/2/2012

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.

WRNS Studio

ARCHITECT
501 2nd Street
Suite 402

Address

By Wright Sherman

SIGNATURE

DATE

Robert A. Bothman, Inc.

CONTRACTOR

650 Quinn Ave.
San Jose, CA 95112

Address

By Tony Tran

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:

/

Title: Agreement for Services
Vendor: Cleary Consultants, Inc
Agreement Date: July 24, 2012
Campus: Foothill College
Project Number: 162
Project Name: Parking & Circulation
Amount: \$175,000
For: Perform a subsurface exploration program to better constrain the nature and location of the Monta Vista fault in the vicinity of the proposed vehicle/pedestrian bridge across Adobe Creek between Parking Lot 1 and the District Road. The work plan includes drilling continuously sampled rotary mud borings (8 total) under the supervision of a principal engineering geologist. A final report based on field and lab data and submitted to the California Geologic Survey (CGS) for approval in response to their request for additional geologic information regarding the nature and location of the fault.

The funding is included in the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

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

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

This Agreement entered this 24th day of July, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 175,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from July 24, 2012 through December 31, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

Page 1 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc
BRIEF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Foothill-DeAnza Community College District

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

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

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Sections 2778 and 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Design Professional.

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

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

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

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

8. Non-Discrimination.

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

Page 2 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc

BRIEF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

Page 3 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc
BRIEF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date

Print Name

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Page 4 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc

BREIF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Cleary Consultants, Inc.
_____, hereinafter called "Design Professional".

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

SCOPE OF WORK: Perform a subsurface geological investigation of the Monta Vista fault in the vicinity of the planned vehicular/pedestrian bridge across Adobe Creek at Parking Lot 1. This investigation shall supplement previous investigations of the fault in order to respond to the California Geological Survey (CGS) letters dated 2/9/12 and 3/30/12 requesting additional information to characterize fault rupture hazard. The work shall be based on the 5/3/12 work plan letter submitted by Cleary to CGS and is comprised of deep continuously sampled rotary mud borings (8 total) drilled in the vicinity of the bridge. Specific activities include:

- 1) A site reconnaissance to located borings and to facilitate underground utility locating
- 2) Field subsurface exploration program under the supervision of a principal engineering geologist consisting of 8 continuously sampled rotary mud borings.
- 3) Engineering geologic analysis of field and laboratory data.
- 4) Preparation of a geologic investigation report to be submitted to CGS for approval.

SCHEDULE: Drilling operation is estimated to take 20 working days depending on site conditions. Lab work, analysis of data and final report submitted to DSA within 6 weeks of completing field work.

- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

The work shall be billed on a Time & Material not to exceed \$175,000 basis. The fee schedule is estimated as follows and may vary depending on actual site conditions encountered during drilling operations:

Drilling Subcontractor (approx. 20 days @ \$4,500 per day)	\$90,000
Cleary Supervision of Drilling (Approx. \$2,200 per day)	\$44,000
Lab Work, Data Analysis & Report Preparation	\$34,000
Allowance for Unforeseen Conditions	\$7,000

Total Not to Exceed Fee \$175,000

Send Invoices to:
Gilbane/Maas
Attn: Susan Moore
12345 El Monte Road
Los Altos Hills, CA 94022

In any event, the total payment for services of Design Professional shall not exceed \$ 175,000.00 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, 2 013.

***** Page 5 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc
BRIEF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

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

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

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

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

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

Page 6 of 6

PROJECT # 162 Parking & Circulation DESIGN FIRM Cleary Consultants, Inc
BRIEF DESCRIPTION OF TYPE OF SERVICE Geological Subsurface Investigation of Monta Vista Fault

Title: Revision #17 to Standard Form of Agreement
Vendor: Ratcliff
Agreement Date: February 3, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 35,018.00
For: Additional design service requested by the College for adding data room improvements for a blade server installation; lighting revisions at the Classroom building breezeway and the Lab building stairway; additional power and data connections for future flat panel displays; and sales tax for product mockups completed by the signage consultant which was erroneously excluded in previously approved revisions.

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

Action Requested: Ratification

Ratcliff Architect - Revision #17

Revision #17 to the Standard Form of Agreement (PG877560) dated April 8, 2008 between Foothill-De Anza Community College District and Ratcliff Architects for Measure C project 160 – Physical Sciences and Engineering Center.

REVISION DATE: July 18, 2012

SCOPE OF SERVICES:

The following Tasks shall be included in the Scope of Services:

1. Blade Server - Revisions to the Contract Documents, based on the alternates selected in programming phase. Scope also includes construction administration services for revised area of work.
2. Flat Panel Display - Revision to power and data plans to reflect new flat panel displays at Lab Building.
3. Lighting Revisions -- Revision to the lighting to meet minimum egress lighting requirements at the Classroom building breezeway and the Lab building entry/stairway.
4. Sales Tax for work completed by Propp + Guerin - 8.25% sales tax, based on Los Altos Hills, Santa Clara County tax rates was erroneously excluded from previously approved revisions #07, 10, 12 & 13.

ADDITIONAL SERVICES:

1. Blade Server SD-CA Services	\$ 13,370.00
2. Flat Panel Displays	\$ 2,950.00
3. Lighting Revisions	\$ 16,025.00
4. Propp + Guerin Sales Tax	\$ 2,673.00
TOTAL FEES AUTHORIZED:	\$ 35,018.00 NTE

COMPENSATION:

Original PAA value including Reimbursables:	\$ 845,140.00
Net change in contract value due to previous Revisions:	\$ 5,161,827.00
Net change in contract value due to this Revision #17:	\$ 35,018.00
New contract value including this amendment and Reimbursables:	\$ 6,041,985.00

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

Bill Blessing
Principal
Ratcliff Architects

K

Title: Agreement for Design Professional Services
Vendor: Rolf Jensen & Associates, Inc.
Agreement Date: July 18, 2012
Campus: Foothill College
Project Number: 174
Project Name: Fire Alarm Systems Replacement Phase III
Amount: \$ 85,000
For: Design services for completion of upgrading the fire alarm system at Foothill College.

Action Requested: Approval

Foothill-DeAnza Community College District

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

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

This Agreement entered this 18 day of July, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Rolf Jensen & Associates, Inc. hereinafter called "Design Professional."

WITNESSETH

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

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

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$85,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from August 8, 2012 through August 1, 2014 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

*****Page 1 of 6

PROJECT # 174 DESIGN FIRM Rolf Jensen & Associates

BREIF DESCRIPTION OF TYPE OF SERVICE Fire Alarm Systems Replacement Phase III

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

8. Non-Discrimination.

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

*****Page 2 of 6

PROJECT # 174 DESIGN FIRM Rolf Jensen & Associates

BRIEF DESCRIPTION OF TYPE OF SERVICE Fire Alarm Systems Replacement Phase III

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

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

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

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

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

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

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

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

*****Page 3 of 6

PROJECT # 174 DESIGN FIRM Rolf Jensen & Associates

BREIF DESCRIPTION OF TYPE OF SERVICE Fire Alarm Systems Replacement Phase III

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

Authorized Design Professional Signature

Date

Print Name

Design Professional's Company Name

Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Director, Planning Design & Construction
Title

12345 El Monte Road
Address

Los Altos Hills, California

Date Approved By Board of Trustees

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

*****Page 4 of 6

PROJECT # 174 DESIGN FIRM Rolf Jensen & Associates

BREIF DESCRIPTION OF TYPE OF SERVICE Fire Alarm Systems Replacement Phase III

Agreement for Design Professional Services

Rev. 10/01/08

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Rolf Jensen & Associates
_____, hereinafter called "Design Professional".

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

- II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)
See Exhibit "B"

In any event, the total payment for services of Design Professional shall not exceed \$85,000.00
and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until August 1, 2 014.

*****Page 5 of 6

PROJECT # 174 DESIGN FIRM Rolf Jensen & Associates

BRIEF DESCRIPTION OF TYPE OF SERVICE Fire Alarm Systems Replacement Phase III

Exhibit "B" to Agreement for Services

SCOPE OF SERVICES & PAYMENT

GENERAL

1. This Agreement provides for design, bidding, construction administration, close-out, and DSA designer services to design the upgrade to the Foothill College Campus (Campus) fire alarm system and infrastructure in order to improve the existing campus-wide network communications. This project is being conducted to minimize communication faults with the existing network and to expand the network to support the addition of fire alarm panels not currently on the network and new systems being added as part of new building construction projects. The design services provided by RJA will be in accordance with the California Department of General Services – Division of the State Architect (DSA) Document IF A-24, Section 2 (Duties of the Designer):

SCOPE OF SERVICES

The Design Professional, Rolf Jensen and Associates (RJA) shall provide the following services:

DESIGN PHASE

1. Based upon the Raceway Verification Phase, RJA will conduct additional site visits to review and verify the Campus underground infrastructure identified for telecommunications to support the new Campus fire alarm system network. This site survey will utilize the drawings and Telecommunications Report provided to RJA by the Client and prepared by Salas O'Brien and RJA's findings during the Raceway Verification Phase. The additional site visits will be used to provide detailed requirements for the installation and modifications to the existing fire alarm equipment and the placement of the new fiber optic terminal cabinets and splice points.
2. Based upon RJA findings during the Raceway Verification Phase, RJA will prepare preliminary performance-based project specifications for the fire alarm system network upgrade for competitive bid purposes. In addition to the technical requirements, the project specifications will include project requirements to address the following:
 - a. Fiber installation, termination, and testing;
 - b. Record drawings;

- c. System testing;
- d. Warranty periods;
- e. Service and maintenance during the warranty periods;
- f. Spare parts list;
- g. Painting and patching;
- h. Termination for future security system.

Under the project approach, these specifications will outline the system performance requirements, project scope of work, general equipment locations such as fire alarm panels and interface to telecommunication pull boxes, fiber optic cable termination, testing requirements, and Siemens Network Command Center (NCC). It is intended that these specifications will provide sufficient project details on a Campus-Wide basis to receive competitive bids from the qualified contractors. The specifications will also include the requirement for updating the Campus Annunciator that is currently installed at the Campus entrance to include the new and future buildings.

3. Preparation of bid/design drawings that will show the intended routing of the new fiber optic network cabling and location of building termination boxes. Drawings will include a site plan, typical termination box detail for fiber, and/or copper conductors, relocation of the Network Command Center, fire alarm panel locations for existing and new (future) buildings. All drawings will be drawn to scale. The drawings and specifications will also include the upgrade of the existing Siemens MXL Fire Alarm Control Units that are currently installed within the Campus Center and Lower Campus Buildings (a total of 6) control units to match the rest of the College Campus Siemens XLS Fire Alarm Control Units.
4. Submit the project specifications, drawings, and revised project estimate prepared by Leland Saylor Associates to the Client for review and comment at the 50% and 100% CD stages. Specifications to be in 2004 CSI Master Format. Provide five (5) sets of drawings at half-size and specifications at each stage for District review.
5. Participate in meetings at the Client's office to discuss the project specifications and drawings with the Client and to coordinate design issues at the 50% and 100% CD stages.
6. Finalize the contract documents to incorporate comments generated during the District review of the documents. Respond to any District comments with action taken (ie if incorporated action would be 'closed'). The District will supply comments within 10 days of receipt of the documents.
7. Submit copies of approved specifications and drawings for the submittal to the Division of the State Architects office (DSA).

BID PERIOD PHASE (PRE-CONSTRUCTION)

1. Attend a pre-bid meeting with bidders at the Client's office to review the project scope of work and to conduct a walk-through of scope of the project. This will familiarize prospective bidders with the design requirements.

2. Respond to contractor's technical questions during the bidding period (up to 8 man-hours have been budgeted). Provide addendums to drawings if necessary due to bidders questions.

CONSTRUCTION PHASE

1. Attend a pre-construction meeting with selected contractor at the Campus to review submittal requirements, project scheduling, and construction procedures to be followed while working on the project. Meeting minutes will be prepared and distributed to all attendees.
2. Attend weekly construction meetings during the anticipated four (4) month construction schedule. A letter report documenting RJA's findings will be provided during monitoring site visits. RJA is budgeting up to sixteen (16) site visits.
3. Prepare project Bulletins during the course of the project and/or respond to contractor Requests for Information (RFI) and review Contractor's submittals for compliance with contract documents. Review of contractor Progress Payment Applications, initial Schedule of Values, and Change Order Requests during the course of the four (4) month construction schedule.
4. Review and provide recommendations regarding potential Change Orders/Change Order Requests, and provide initial determination of disputes/disagreements between the District and project contractor(s) regarding project activities related to the contract documents.
5. Provide direction the contractor to resolve field conditions in an expeditious manner.
6. Witness the final acceptance testing of the installed fire alarm system network cabling, confirm proper network system operation, and completion of all contractor obligations to the project such as owner training, provision of spare parts, and completion of accurate Record Drawings. A letter report documenting our observations will be provided.
7. Provide a punch-list for correction of non-compliant construction items.
8. Visit the Campus to review the final installation to confirm compliance with any outstanding items noted during final testing for the Construction Phase. If any outstanding items remain an additional letter report will be provided.
9. Coordinate and attend the final inspection with the DSA Inspector of Record.
10. Provide a letter to the District at Final acceptance stating that all requirements of the contract documents have been completed and accepted.
11. Review of contractor's close-out documents for conformance with the contract documents.

12. Review project for approval of substantial completion and supply AIA G704 Certificate of Substantial Completion.

DISTRICT RESPONSIBILITIES

The District will perform or provide the following:

1. Timely responses to RJA's questions.
2. Coordination of the project including requesting visits, scheduling meetings, and setting up meeting rooms.
3. Overall project management and preparation of Division 0 and 1 of the Project Manual to which RJA will coordinate the technical specifications with.

PAYMENT AND FEES

1. Payment will be made monthly in proportion of tasks completed to the satisfaction of the District.
2. Services shall be provided by RJA for the fees stated below.
3. Services provided on a time-and-expense basis shall be billed at the hourly rates stated on the Bill Rates Sheet from Phase I.
4. Reimbursable Expenses (for such items as travel, reproduction, courier, and other incidental costs) will be reimbursed at a RJA's direct cost, not to exceed the amount stated below without written authorization by the District.
5. The total fee for the services of this Agreement shall not exceed: \$85,000.

PHASE	FEE	
DESIGN PHASE	\$36,800	Fixed
-BID PERIOD PHASE	\$ 6,200	Fixed
CONSTRUCTION PHASE	\$32,000	Time and Expense
SUBTOTAL	\$75,000	
REIMBURSABLE EXPENSES	\$3,000	1.0 x Direct Cost

DESIGN AND CONSTRUCTION ALLOWANCE	\$7,000	Allowance
TOTAL	\$85,000	

6. Remit payment applications to:
 Susan Moore
 Gilbane/MAAS
 c/o Foothill College
 12345 El Monte Road
 Los Altos Hills, CA 94022

SCHEDULE

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
50% Construction Documents	08/06/2012	09/10/2012
75% Construction Documents	9/10/2012	10/22/2012
100% Construction Documents	10/22/2012	12/03/2012
DSA Review (tentative)	12/17/2012	03/17/2013
Bid Phase	03/17/2013	07/01/2013
Construction Phase	07/15/2013	11/01/2013
Closeout Phase	11/01/2013	02/01/2014

Contract Term

1. The length of this Agreement shall be per Contract to allow for administrative closure of the Agreement; all invoices from the Design Professional must be submitted for payment 45 days before termination of the Agreement.

End of Exhibit B

L

Title: Change Order #2
Vendor: Taber Construction, Inc.
Agreement Date: May 28, 2012
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$ 3,338.00
For: Relocation of a memorial olive tree from a lawn area to the Fine Art
Courtyard to replace a dying tree at that location.

Total project changes represent 0.05% 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: 7/20/2012
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number 112283
Architect's Project 144
Contract Date: 5/28/2012
Contract Number: MC-120988
Change Order Number: 002

The Contract is hereby revised by the following items:

Project #144 - CO #2 - Taber Construction, Inc.

PCO	Description	Amount
007	TPCO #3 - Relocate (1) existing Olive Tree from Building 5500 to the Fine Art Courtyard requested by the college.	\$3,338

The original Contract Value was.....	\$6,360,000
Sum of changes by prior Prime Contract Change Orders.....	\$300,000
The Contract Value prior to this Prime Contract Change Order was.....	\$6,660,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,338
The new Contract Value including this Prime Contract Change Order will be.....	\$6,663,338
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.

WRNS Studio

Taber Construction

Foothill-De Anza Community College
District

ARCHITECT
601 2nd Street
Suite 402

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Wright Sherman

By Bret Taber

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

Title: Revision #6 to PAA F-WRNS-2B
Vendor: WRNS Studio, LLP
Agreement Date: March 22, 2010
Campus: Foothill College
Project Number: 162
Project Name: Parking & Circulation
Amount: \$57,990
For: Architectural and engineering services to incorporate the improvements known as the District Access Road into project #162 Parking & Circulation. Scope of services include preparing documentation suitable for DSA approval and bidding.

The funding is included in the current budget.

Action Requested: Ratification

Revision #6 to PAA F-WRNS-2B

Revision #6 to Project Authorization Amendment F-WRNS-2B dated March 22, 2010 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 162 – Parking and Circulation.

AMENDMENT DATE: August 6, 2012

SCOPE OF SERVICES:

WRNS Studio and their team of design consultants shall provide architectural and engineering services to incorporate the improvements known as the District Access Road into project #162 Parking and Circulation. The design team shall advance the design of the District Access Road from the 50% CD set dated 12-16-11 prepared by Sandis and incorporate design revisions discussed with District representatives on May 3, 2012. The scope of services includes architectural and engineering services related to Design, DSA Approval, and Bidding phase(s). The Construction Administration phase fee for the District Access Road will be evaluated after the construction phasing for the work is determined by the College for Phase II of project #162 Parking and Circulation. Specific tasks relative to this Revision include:

- Supplemental topographic survey as required for grading and access design improvements
- Prepare a roadway improvement plan and associated parking including: grading, drainage, horizontal control plan, code required signage, and striping
- Roadway lighting improvements
- Wayfinding signage improvements
- Provide new guardrail and handrail along a portion of existing Loop Road retaining wall
- Relocate existing pedestrian crossing lights and pedestal
- Prepare Technical Specifications and Construction Documents for approval, bidding and construction purposes
- Attend (2) design coordination meetings and (2) meetings with DSA to obtain approval
- Respond to bidding questions

REVISION #6 FEE STRUCTURE

WRNS (Architectural) Fee	\$19,000
Sandis (Civil) Fee	\$21,490
Silverman + Light (Electrical) Fee	\$5,000
Crosby Group (Structural) Allowance	\$5,000
Fehr & Peers (Traffic) Allowance	\$2,500
Cost Estimate Allowance	\$1,500
Reimbursables Allowance	\$3,500
Total Revision #6 Fee Not to Exceed	\$57,990

COMPENSATION:

Original PAA value including Reimbursables:	\$ 643,307.00
Net change in contract value due to previous Revisions:	\$ 295,188.00
Net change in contract value due to this Revision #5:	\$ 57,990.00
New contract value including this amendment and Reimbursables:	\$ 996,485.00

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

Amendment agreed to by:

OWNER

Signature

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

CONSULTANT

Signature

WRIGHT SHERMAN
For JOHN RUFFO

John Ruffo
Partner
WRNS Studio, LLP

Title: Change of Name and Assignment of Contract

Vendor: WRNS Studio, LLP

Agreement Date: n/a

Campus: Foothill College

Project Number: Various

Project Name: Various

Amount: \$-0-

For: WRNS Studio, LLP has changed from a limited liability partnership (LLP) to a corporation. The name is changed to simply "WRNS Studio." This is a change in the form of legal entity only; there is no change in the terms of the contract(s).

WRNS Studio's current Measure C projects include: #115, Fine Arts Scene Shop; #144, Central Campus Site Improvements; and #162, Parking and Circulation.

Action Requested: Ratification

WRNS

July 5, 2012

Charles Allen, Executive Director
Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022


Re: Change of name from WRNS Studio, LLP to WRNS Studio
and Assignment of Contract

Dear Charles:

This letter is to inform you that, effective July 1, 2012, WRNS Studio has changed from a limited liability partnership (LLP) to a corporation. To effect this change, certain assets were transferred from WRNS Studio, LLP to the new corporation, which is called WRNS Studio. Among the assets transferred to the corporation was the contract between your firm and WRNS Studio, LLP (the "Contract"). WRNS Studio is bound by all the same terms and conditions in our existing agreement. Please provide your consent to the transfer of the Contract by signing the enclosed copy of this letter where indicated below and returning the original countersigned copy to me in the pre-paid envelope provided.

This was a change in the form of legal entity only; there has been no change in our leadership or personnel. You will continue to receive the same level of service and personal attention from WRNS Studio that you always have. Feel free to contact me if you have any questions. Thank you for your cooperation.

Sincerely,



David A. Englund
Chief Financial Officer

Foothill-De Anza Community College District hereby consents to the transfer of the Contract as described above.

By: Charles Allen
(signature)

Print name: _____

Print Title: _____

Title: Change #3 to Agreement for Services
Vendor: Vlaming and Associates
Agreement Date: Sept. 1, 2009
Campus: District
Project Number: 501
Project Name: Overhead Account
Amount: \$0
For: Project Stabilization Agreement legal administration services. This is a
\$0 cost time extension – terms of the contract shall be extended through
June 30, 2013.

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 3
To Agreement/Purchase Order No. MC100653

CHANGE NO. 3 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 second day of July, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Vlaming & Associates hereinafter called "Contractor."

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

1. Services to be performed by Contractor.
(check one box)
☒ No Change
☐ 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.
(check one box)
☒ No Change
☐ 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" which is attached hereto and by this reference made a part hereof.
3. Contract Term.
(check one box)
☐ No Change
☒ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. 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.
(check one box)
☒ No Change
☐ Describe applicable changes in detail:

Foothill-DeAnza Community College District Change No. 3
To Agreement/Purchase Order No. MC100653

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Vlaming & Associates

hereinafter called "Contractor".

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

The terms of the contract shall be extended through June 30, 2013

There is no dollar increase to the agreement.

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

No change.

ORIGINAL AGREEMENT AMOUNT \$36,000.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$20,000.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$0.00
NEW TOTAL AGREEMENT AMOUNT \$56,000.00

Foothill-DeAnza Community College District Change No. 3
To Agreement/Purchase Order No. MC100653

In any event, the total payment for services of contractor shall not exceed \$ 56,000.00
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 the contract shall commence on the date specified in the first
paragraph of the contract, and shall continue until June 30 20 13.

Authorized Contractor Signature

Date

Print name _____

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

August 6, 2012

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000.00