

**Board of Trustees Agenda Item**

**Board Meeting Date:** November 5, 2012

**Title of Item:** **Measure C Consent**

**Background and Analysis:**

The aggregate of these items is: *\$560,758.01*

***De Anza College Only***

- A) Allana Buick& Bers, Inc. – Revision #1 to Project Authorization Amendment #D12 – L2, L3 & L6 Roofing Repairs - \$67,580
- B) Andy's Roofing Company – Change Order #1 (PCCO 01) – L1 & L8 Roofing - \$12,943.01
- C) Calstate Construction, Inc. – Change Order #1 – Elevator Repair – (\$1,023)
- D) OC Jones & Sons Inc. – Change Order #4 – Stadium and Track - \$32,423
- E) Quali-Con Enterprise, Inc. – Agreement for Services- Advanced Technology Center (ATC) - \$82,225
- F) Swenson Associates – Change Order #2 – Corporation Yard - \$16,912

***Foothill College Only –***

- G) Robert A. Bothman, Inc. – Change Order #3 – Parking and Circulation Phase I - \$92,259
- H) HMC Architects – Revision #6 to Project Authorization Amendment #F-HMC-#3A – Smithwick Theater - \$0
- I) Ratcliff Architects – Revision #1 to Standard Agreement – Library & ISC - \$9,809
- J) Ralph Larsen & Son, Inc. – Change Order #10 – Smithwick Theater – (\$12,862)
- K) Structure Consultants Inc. – Change #3 to Agreement for Services – Physical Sciences and Engineering Center - \$36,000
- L) Taber Construction, Inc. – Change Order #7 – Central Campus Site Improvements - \$54,697
- M) WRNS Studio – Revision #7 to Project Authorization Amendment #F-WRNS-#2B – Parking & Circulation - \$7,875
- N) WRNS Studio – Revision #8 to Project Authorization Amendment #F-WRNS-#1B – Central Campus Site Improvements - \$2,840
- O) WRNS Studio – Revision #9 to Project Authorization Amendment #F-WRNS-#1B – Central Campus Site Improvements - \$26,410
- P) WRNS Studio – Revision #2 to Master Agreement – Measure C Campus-Wide Projects - \$0

***Central Services –***

- Q) Vista Environmental Consulting – Agreement for Services for Hazardous Materials Assessment – Foothill-De Anza Educational Center - \$118,785

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 Gina Bailey, Acting 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, Acting Director, Purchasing Services
Is backup provided?	Yes

Title: Revision #1 to PAA D12  
Vendor: Allana Buick & Bers, Inc.  
Agreement Date: October 9, 2008  
Campus: De Anza College  
Project Number: 236E  
Project Name: L2, L3 & L6 ROOFING REPAIRS  
Amount: \$ 67,580.00  
For: This revision to PAA D12 includes Professional Services for construction administration, monitoring, and close-out of the tile roofing repairs needed for L2, L3, and L6 buildings. Total contract for consultant's services shall be \$123,790.00 for this project.

Funding for this project is available within project 236.

Action Requested: Ratification

**Revision #1 to Project Authorization Amendment (PAA) # D12 dated September 13, 2012  
to THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE  
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

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Revision #1 to PAA #D12 made as of the 18th day of October in the year Two Thousand & Twelve

Purchase Order No.: MC101201  
Master Agreement: 10/09/08  
PAA D12: 09/13/12  
PAA D12 Rev. #1: 10/18/12

**1. Revision to Basic Services and Scope of Work:**

Revision #1 to PAA # D12 for this project includes the following: Provide construction administration, construction monitoring, and close-out services for Project #236E - L2, L3 & L6 Roofing Repairs.

Scope of Work for Professional Services includes:

Construction Administration Services:

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

- Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that may arise.
- Construction meetings: weekly
- Provide and manage a submittal log. To be provided at the pre-installation meeting.
- Review Schedule of Values and Application for Payment issued by the contractor.
- Review project for approval of substantial completion and supply AIA G704 Certificate of Substantial Completion.
- Provide a letter to the District at Final Acceptance stating that all requirements of the contract documents have been completed and accepted.
- After completion of the project, provide a list of preventative maintenance items for follow up by District maintenance personnel.

Construction Monitoring Services:

- During demolition, the monitor shall be present to review the condition of the roof deck and parapet sheathing.
- During construction, the monitor shall be present at critical phases of construction.
- The monitor shall determine if the construction is being performed in conformance with the plans and specifications by checking, at a minimum, the following:
  - Specified materials are on the job
  - Materials are stored properly
  - Weather and job conditions are suitable
  - Substrate is sufficiently dry
  - Temporary water cut-offs are installed at the end of each day's work and are removed before resuming work.
  - Coverings, when required, are installed at curbs, edges, and penetrations
  - Roofing materials, flashings, and underlayment are applied as specified.
  - Protection is installed in high traffic areas
  - Roof tiles are protected and stored properly.
  - Roof tiles are cleaned properly.

- o Stucco installation is installed per the contract documents.

#### Close Out Services:

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

- Review of close-out documents provided by contractor is in compliance with contract documents.
- 11 month warranty walk with District to assess conditions of work in place and performance.

## **2. Revised Consultant Compensation:**

The Project Authorization Amendment D12 Contract Price for the Consultant Services shall be revised based upon the following:

#### **Revised LUMP SUM CONTRACT PRICE**

*The Contract Price for the Consultant Services is revised to a lump sum of One hundred twenty-three thousand seven hundred ninety dollars; **\$123,790***

*Revised Schedule of Values (includes reimbursable):*

Professional Services	Original Contract Value	Revision #1 Contract Value
Design Services	\$46,215	\$46,215
Bid Phase Services	\$ 2,220	\$2,220
Construction Estimating Services	\$5,775	\$5,775
Construction Admin Services	0	\$27,080
Construction Monitoring Services	0	\$22,500
Weekend Monitoring (allowance)	0	\$18,000
Reimbursable (allowance)	\$2,000	\$2,000
<b>Totals</b>	<b>\$56,210</b>	<b>\$123,790</b>

#### **DISTRICT**

Foothill – DeAnza Community College District  
A California Community College District

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

#### **Consultant**

Allana Buick & Bers, Inc.

By:  \_\_\_\_\_

Eugene Buick; Principal and Chief Operating  
Officer (COO)

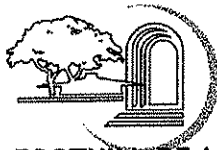
Date: 10/19/12

Title: Change Order #1 (PCCO 01)  
Vendor: Andy's Roofing Company  
Agreement Date: April 19, 2012  
Campus: De Anza College  
Project Number: 236D  
Project Name: L1 & L8 ROOFING  
Amount: \$12,943.01  
For: Additional costs are for additional dry rot discovered at the L1 and L8 roofs and for a patch to the roof to allow for underlayment. All conditions were unforeseen. The repairs are necessary for replacement of the roofing materials and for the maintenance of the buildings. A non-compensable seven (7) day time extension was also negotiated.

Credits are provided for signage that was damaged during construction and blocking that was modified in the field.

All changes to date are equal to 5.08% of the original construction contract. Funding for this change is available within the project budget.

Action Requested: Ratification



**FOOTHILL-DE ANZA**  
**Community College District**

**Prime Contract Change Order**

236D – L1 & L8 Roofing  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

**Project #236D**

**Date:** 10/9/12  
**To Contractor:**  
Andy's Roofing Company  
897 Ames Avenue  
Milpitas, CA 95035

**Contract Date:** April 19, 2012  
**Contract Number:** MC 120991  
**Change Order Number:** 01

**The Contract is hereby revised by the following items:**  
Change Order #1 – November 2012 BOT

PCO	Description	Amount
005	Broken Signage Letters	(\$381.00)
006	RFI #12 – Additional Dry Rot T&G L8	\$243.01
007	RFI #11 – Dry Rot T&G L1	\$11,488.00
009	ASI #001 – Grace Patch	\$514.00
010	RFI #3 – Blocking Credit	(\$905.00)
011	RFI #16 – Ledger Dry Rot Fix	\$1,984.00

The original Contract Value was.....	\$254,900.00
Sum of changes by prior Prime Contract Change Orders	\$0
The Contract Value prior to the Prime Contract Change Order was	\$254,900.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$12,943.01
The new Contract Value including this Prime Contract Change Order will be	\$267,843.01
The Contract duration will be changed by	7 Days
The revised Substantial Completion date as of this Prime Contract Change Order is	9/21/2012

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.

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

Andy's Roofin Comapny  
CONTRACTOR  
897 Ames Avenue  
Milpitas, CA 95035  
Address

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

By: ABB / MICHAEL JOHNS  
Signature: [Signature]  
Date: 10/12/2012

By: JUAN ANTONIO U. ENCINOS  
Signature: [Signature]  
Date: 10/10/12

By: Charles Allen  
Signature: [Signature]  
Date:

Title: Prime Contract Change Order # 01  
Vendor: Calstate Construction, Inc.  
Agreement Date: June 17, 2011  
Campus: De Anza College  
Project Number: 252/100F  
Project Name: Elevator Repair  
Amount: (\$ 1,023.00)  
For: Prime Contract Change Order #01 is the FINAL change order for this project. It includes the following items:  
-Added scope for addressable fire sprinklers at the Campus Center  
-A credit for an unused allowance.

The total Change Orders represent a NET CREDIT of 0.19% toward the original contract amount. Funding for this change is available within the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

252/100F Elevator Upgrades  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

Project # 252  
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 10/19/2012

**To Contractor:**

Calstate Construction  
3680 Yale Way  
Fremont, CA 94538

DSA Number

Project #

Contract Date:

Contract Number: R4041

Change Order Number: 001

**The Contract is hereby revised by the following items:**

This is the FINAL change order for this project. The result of this change is a NET CREDIT to the project of \$1023. There is no time extension for this change.

PCO	Description	Amount
001	DA-Allowance 1 Typical Pipe at Footing	\$(4,000)
002	Add two (2) Addressable Smoke Detectors	\$1,453
003	Fix Multiple Pre-Existing Trouble Signals on Campus Center FA Panel	\$1,524

The original Contract Value was.....	\$552,900
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$552,900
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(1,023)
The new Contract Value including this Prime Contract Change Order will be.....	\$551,877
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/10/2012

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 Ruffo, John

SIGNATURE

DATE

Calstate Construction

CONTRACTOR

3680 Yale Way  
Fremont, CA 94538

Address

By Andrew Borrego

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By Letha Jeanpierre

Signature

DATE

Title: Prime Contract Change Order # 04  
Vendor: OC Jones & Sons Inc.  
Agreement Date: February 15, 2012  
Campus: De Anza College  
Project Number: 206  
Project Name: Stadium and Track  
Amount: \$ 32,423  
For: Prime Contract Change Order #04 - revises the original contract sum between the District and OC Jones & Sons, Inc. for the following changes:

Additional scope for transport of materials to District storage facilities; work to mitigate and improve undocumented underground structures in conflict with new work; assisting District with repair to undocumented water utilities; and additional work for design changes on entry stairs and irrigation system required to ensure usability by the District.

The total Change Orders to date represent 6.24% against the original contract amount. Funding for this change is available within the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

206 Stadium and Track  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

Project # 206  
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 10/19/2012

To Contractor:  
OC Jones & Sons Inc.  
1520 Fourth St.  
Berkeley, CA 94710

DSA Number

Project # 206  
Contract Date: 2/15/2012  
Contract Number: MC120797  
Change Order Number: 004

The Contract is hereby revised by the following items:

PCO	Description	Amount
003	Overage of Allowance #003 (\$50K)- Construction and DSA Approval of two (2) Storage Sheds	\$611
025	CCD #008 - G-Bldg Power & Undocumented Underground Structures - FC	\$6,685
035	Transport of (E) Flagpoles to Foothill Storage Yard - OD	\$1,089
044	Additional grading of footing at NE corner due to added stair wall footing - ADDC	\$1,187
045	Bulletin 11 - Provide Electrical to Irrigation Controller - ADDC	\$3,630
048	CCD #008 - Demo undocumented concrete telecom encasement at east side of the project north of restrooms, where it conflicts with retaining wall footing - FC	\$3,055
058	Repair to undocumented 3" Irrigation tap and soil conditioning on NW corner at proposed driveway - FC	\$6,596
062	Expose and backfill undocumented water line to restrooms for district to repair- FC	\$1,271
064	CCD #008 Demo undocumented concrete telecom encasement south west of rest room building where it conflicts with new construction- FC	\$8,299

The original Contract Value was.....	\$5,394,000
Sum of changes by prior Prime Contract Change Orders.....	\$303,898
The Contract Value prior to this Prime Contract Change Order was.....	\$5,697,898
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$32,423
The new Contract Value including this Prime Contract Change Order will be.....	\$5,730,321
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/10/2012

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.

Verde Design, Inc.

ARCHITECT  
2455 The Alameda  
Suite 200

Address

By Dennis Bethke

SIGNATURE

DATE

OC Jones & Sons Inc.

CONTRACTOR  
1520 Fourth St.  
Berkeley, CA 94710

Address

By Pete Benson

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

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

College Approval

By Letha Jeanpierre

Signature \_\_\_\_\_

DATE \_\_\_\_\_

Title: Agreement for Services  
Vendor: Quali-Con Enterprise, Inc.  
Agreement Date: October 18, 2012  
Campus: De Anza College  
Project Number: 245  
Project Name: ADVANCED TECHNOLOGY CENTER (ATC)  
Amount: \$82,225.00  
For: The scope of this Agreement for Services includes providing Division of the State Architect (DSA) and District required quality assurance inspection/Inspector of Record services for the modernization of the Advanced Technology Center at De Anza College.

Pricing for this Agreement for Services is based on Quali-Con Enterprise, Inc's proposal dated October 18, 2012.

Based upon three proposals receive and on the satisfactory past performance of Quali-Con on District projects, Quali-Con was determined to be the firm best suited for this project.

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

Action Requested: Ratification

Foothill-DeAnza Community College District

**AGREEMENT FOR SERVICES**

This Agreement entered this 18th day of October, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con, Enterprise Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 82,225.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from November 6, 2012 through October 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 Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

7. Insurance. If applicable, insurance requirements are attached as Exhibit "1."

8. Non-Discrimination.

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

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

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

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

11. Contract Renewal. This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$81,000.00 for routine maintenance, or other services not described in (a).

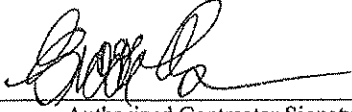
12. Expenditure Of Public Funds. Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three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

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

Foothill-DeAnza Community College District

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

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

  
\_\_\_\_\_

Authorized Contractor Signature

10/19/2012  
\_\_\_\_\_

Date

Print name Brook C. Bowman

Quali-Con, Enterprise, Inc.

Contractor's Company Name

94-2360731

Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Authorized signature and Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

12345 El Monte Rd., Los Altos Hills, CA 94022

\_\_\_\_\_  
Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

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

- I. Detailed description of services to be performed and work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)  
Refer to the attached Exhibit "B" for description of scope.

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

This is a time and material basis contract with a total not-to-exceed estimate of \$82,225.00 which includes but not limited to all labor, materials, equipment, engineering, lab fees and other consultant fees necessary to complete all the requirements for the project. Application for payment shall be made on a monthly basis. Remit all invoices to: (Reference "Project 245 - Advanced Technology Center" at the top of all invoices).

Gilbane-MAAS  
c/o Irina Thornton  
21250 Stevens Creek Blvd.  
Cupertino, CA

The Program Manager shall be notified in writing when 75% of the total contract value has been reached.

This Agreement for Services contract completion date can be extended, for (2), (6) month periods at no additional cost to the District.

In any event, the total payment for services of contractor shall not exceed \$ 82,225.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until October 31, 2013.

**Exhibit "I" Insurance Requirements**

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

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

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

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

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

**Exhibit "B"**  
**(Attachment to Agreement for Services)**

**I. DESCRIPTION OF SERVICES**

Provide DSA inspections and quality assurance inspection services, as requested by the District, for the 245 – Advanced Technology Center project at De Anza College. Included in the contractor's scope of work are the following:

1. Contractor shall provide all labor, materials, equipment, engineering, lab and consultant services (in-house and/or third party) and coordination required to complete all DSA Project Inspector requirements. Contractor is responsible for performing the duties required for the DSA Project Inspector on the attached DSA-103 Form.
2. Attend project meetings, including but not limited to:
  - a. Pre-construction meeting
  - b. Pre-installation meeting
  - c. Schedule reviews
  - d. Weekly progress meeting
  - e. Coordination meeting
  - f. Punch list preparations
  - g. Substantial completion walk-throughs
  - h. Final inspection walk-throughs
3. Assist in the review of submittals when requested for conformance to the contract documents.
4. Coordinate and schedule all special testing and inspections as required by the contract documents. Maintain all necessary back-up information to assist the Program Manager with processing invoice billings related to special inspections and tests for the project. Observe and record dates and times of all test procedures and results.
5. Contractor is responsible for verifying quantities of all inspections required per the drawings, specifications, DSA-103 Form and other contract documents. Prior to commencement of the construction, provide the Program Manager with a list of anticipated inspections required by the DSA and required codes by agencies having jurisdiction.
6. Make every effort to complete each inspection in their entirety, and avoid return trips. It is the Contractor's responsibility to make this evaluation and coordinate with the special inspectors and project team as necessary.
7. Contractor shall immediately notify the Program Manager of any additional DSA required testing and inspections for Work not indicated on the drawings and specifications. Issue correction and stop work notices and notify the Architect, the District and the Program Manager in writing if work does not comply with the contract documents or DSA requirements.
8. Any and all out of scope Work including, but not limited to inspections, supervision, scheduling, reports and coordination meetings shall be approved by the Program Manager in writing prior to performing the work. Contractor will be responsible for all costs associated with additional Work performed without written authorization from the Program Manager.
9. All out of scope work shall be addressed via formal change management process.

10. Maintain a record of all observed construction and of all inspections and tests, in a format acceptable to the Architect, District and DSA. All records shall be distributed to the Program Manager daily. Daily reports shall include, but not limited to:
  - a. Activities performed.
  - b. Manpower of trade contractors and subcontractors.
  - c. Weather conditions.
  - d. Equipment used on site.
  - e. Material and equipment deliveries
  - f. Testing and inspections conducted during the day
  - g. Representatives of regulatory agencies and other visitors on site.
  - h. Note occurrences of conditions that might affect the contract sum and/or schedule.
  - i. Record any work or material in place that does not comply with codes, drawings or specifications applicable to the project, as well as resulting action taken to resolve those inconsistencies
11. Inspect and verify all materials as they are delivered to the project. Verify materials are in compliance with submittals and contract documents. Such inspections must occur immediately and within 24 hours of the delivery to the job site.
12. Organize and maintain a complete system of construction records to include testing and inspections reports, DSA reports, daily reports, monthly reports, daily construction photographs and project correspondence. This filing system shall be updated weekly at the discretion of the Program Manager. All files shall be stored electronically and shall be submitted to the Program Manager upon the completion of the project.
13. Submit final verified reports and all required DSA closeout documents in compliance with the state law. Reports shall be based upon actual personal knowledge obtained through personal inspection of the construction Work in all stages of its progress at the site.
14. Review and approve the Trade Contractor's payment requests.
15. Inspect and verify that the Trade Contractor's As-Built record documents are correct and updated monthly prior to processing of the monthly and final payment requests.
16. Copies of reports and forms sent to DSA shall be sent to the District, the Program Manager, the Trade Contractor and the Architect.
17. Fee for services rendered shall be an hourly Not-To-Exceed amount of \$82,225.00. Payment to the contractor will be made for actual hours spent. The District shall have the right to withhold payment if it determines that the quantity or quality of the Work performed is unacceptable.

## II. RATE SCHEDULE

The District will pay the Inspector for services at the following rates:

Staffing (Classification)	Rate (\$/hr.)
DSA Class 1 Inspector	\$90.00
DSA Class 2 Inspector	\$85.00
Administrative Assistant	\$45.00

End of Exhibit "B"

Agreement for Services

Exhibit "B"

Project or Bid 245 – Advanced Technology Center

P.O. No. \_\_\_\_\_.

Title: Prime Contract Change Order # 02  
Vendor: Swenson Associates  
Agreement Date: May 7, 2012  
Campus: De Anza College  
Project Number: 214  
Project Name: Corporation Yard  
Amount: \$ 16,912  
For: Prime Contract Change Order #02 - revises the original contract sum between the District and Swenson Associates to improve facility performance and maintainability for the following changes:

PCO 5 - Provide sand bedding backfill in electrical trenches;  
PCO 36 - AV equipment changes to meet District ETS Standards;  
PCO 60 - Revised elevation changes at Valley Gutter per RFI #113;  
PCO 61 - Revised elevation changes at mechanical shop per RFI #127;  
PCO 66 - Sheet metal cover per ASI #26;  
PCO 12 – Headerboard / rock at emergency generator

The total Change Orders to date represent 2.31% against the original contract amount.  
Funding is included in the current budget.

Action Requested: Ratification



## Prime Contract Change Order

Detailed, Grouped by Each Number

**214 Corporation Yard**  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

**Project # 214**  
Tel: 408-864-5889 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 11/5/2012**  
**To Contractor:**  
Swenson Associates  
581 Division Street, Suite A  
Campbell, CA 95008

**Architect's Project No:** 214  
**Contract Date:** 5/25/2012  
**Contract Number:** MC120989  
**Change Order Number:** 002

The Contract is hereby revised by the following items:

PCO	Description		Amount
036	AV Equipment Changes to be in line with District Standards - OD	\$	705.00
060	Revised Elevation Changes at Valley Gutter per RFI #113 - ADDC	\$	3,945.00
061	Revised Elevation Changes at Mechanic Shop per RFI #127 - ADDC	\$	2,710.00
066	Sheet Metal Cover per ASI# 26	\$	395.00
012	Headerboard/Rock @ Emergency Generator - FC	\$	290.00
005	Provide Sand Bedding/Backfill @ Electrical Trenches - OD	\$	8,867.00

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.

The original Contract Value was.....	\$	2,628,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$	43,832.00
The Contract Value prior to this Prime Contract Change Order was.....	\$	2,671,832.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	16,912.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	<b>2,688,744.00</b>
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		1/25/2013

Noll and Tam Architects and Planners

Swenson Associates

Foothill-De Anza Community College  
District

ARCHITECT

729 Heinz Avenue  
Berkley, CA 94710

Address

By Christopher Noll

SIGNATURE

DATE

CONTRACTOR

581 Division Street, Suite A  
Campbell, CA 95008

Address

By Thomas Pond

SIGNATURE

DATE

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

Title: Change Order #3

Vendor: Robert A. Bothman, Inc.

Agreement Date: June 18, 2012

Campus: Foothill College

Project Number: 162

Project Name: Parking and Circulation Phase I

Amount: \$ 92,259.00

For: Miscellaneous changes due to District requests and site conditions, most notably: extending electrical point of connection due to site conditions; changes to Lot 2 stair due to conflict with oak trees; and adding color in concrete mix and sandblast finish to match adjacent construction.

Total project changes represent 7.7% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

# Prime Contract Change Order

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

Date: 10/18/2012

**To Contractor:**

Robert A. Bothman, Inc.  
650 Quinn Ave.  
San Jose, CA 95112

DSA Number

01-112282

Architect's Project

Contract Date:

Contract Number: MC - 120999

Change Order Number: 003

The Contract is hereby revised by the following items:

Project #162 - Parking and Circulation - CO #3

PCO	Description	Amount
016	RFC #14 - Provide labor and materials to extend the electrical point of connection for the lighting controls at circuits 9 & 11 agreed by the engineer. The scope includes additional trenching, conduit installation, backfill and compaction.	\$14,277
018	RFC #15 - Change traffic signal controller from Model 820A VMA as previously submitted to a Siemens m50 controller per RFI #39.	\$5,615
021	RFC #20 - Changes to Lot 2 Stairs per PR-006.1.	\$23,198
028	RFC #25 - Add "Winter Beige" color concrete for curbs, sidewalk and stairways at PSEC Threshold per PR-7 and SI-13.	\$22,770
032	RFC #27.1 - Upgrade the existing electrical pull boxes to H20 full traffic boxes requested by the District.	\$5,243
034	RFC #28 - Provide labor and equipment to sandblast the Lot 2/3 Stairways per PR 7.	\$8,833
035	RFC #29 - Offhaul dirt at PSEC Threshold from the electrical underground relocation of the high voltage and communication lines per RFI #47 and #48.	\$1,708
036	RFC #30 - Provide labor and materials to install AC pathway at Building 5800 requested by the College.	\$5,495
037	RFC #31 - Provide labor and equipment to break the concrete encasement by Building 4300 for sidewalk per RFI #56.	\$4,128
038	RFC #32 - Provide labor to demo the vertical curbs at PSEC Threshold Bus Stop area due to the new elevations per SI #16.	\$991

The original Contract Value was.....	\$2,574,452
Sum of changes by prior Prime Contract Change Orders.....	\$105,923
The Contract Value prior to this Prime Contract Change Order was.....	\$2,680,375
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$92,259
The new Contract Value including this Prime Contract Change Order will be.....	\$2,772,633
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

Robert A. Bothman, Inc.

CONTRACTOR

650 Quinn Ave.  
San Jose, CA 95112

Address

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

**1 - Prime Contract Change Order**  
Detailed, Based on Unit Prices, Architect - Foothill with  
DSA Number

By Wright Sherman  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

By Tony Tran  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

By Charles Allen  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

College Approval

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

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Title: Revision #6 to Project Authorization Amendment #F-HMC-#3A  
Vendor: HMC Architects  
Agreement Date: June 7, 2010  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: \$0.00  
For: No cost time extension through June 30, 2013.

The funding is included in the current budget.

Action Requested: Ratification

## **Revision #6 to PAA #F-HMC-#3A**

Revision #6 to Project Authorization Amendment #F-HMC-#3A dated July 17, 2009 between Foothill-De Anza Community College District and HMC Architects for Measure C project 120 – Smithwick Theater.

AMENDMENT DATE: 11/05/2012

### **SCOPE OF WORK:**

1. Include a no-cost time extension through June 30, 2013. This time extension is for administrative purposes only. All other provisions of the contract and all previous revisions regarding the scheduled timeframe of the Architect's deliverables remain unchanged. Submit a final invoice no later than 45 days prior to the new expiration date of this contract.

### **COMPENSATION:**

PAA value including previous revisions:	\$ 368,990.00
Net change in contract value due to this Revision #6:	\$ 0.00
New contract value including this amendment and Reimbursables:	\$ 368,990.00

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

Lee Salin, A.I.A.  
Chief Operations Officer  
HMC Architects

/

Title:	Revision #1 to Standard Agreement with Ratcliff Architects
Vendor:	Ratcliff Architects
Agreement Date:	August 6, 2012
Campus:	Foothill College
Project Number:	121
Project Name:	Library & ISC
Amount:	\$9,809.00
For:	An historical review of the proposed library renovation in order to prepare final historical review report, as required by the EIR; and participation in the Lease Leaseback contractor selection process.
Action Requested:	Ratification

## **Ratcliff Architect - Revision #01**

Revision #01 to the Standard Form of Agreement (R0006079) dated August 6, 2012 between Foothill-De Anza Community College District and Ratcliff Architects for Measure C Project 121 – Library & ISC.

REVISION DATE: November 5, 2012

### **SCOPE OF SERVICES:**

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

- (1) Prepare an historical review of the proposed library renovation work, as required by the published EIR. Tasks include a site visit, review of project information and preparation of a final report. These services to be provided on a time and material basis, not to exceed \$7,029.
- (2) Participate in the Lease-Lease Back (LLB) contractor selection process, including a pre-submittal walk-through, review of submittals, participate in interviews and selection. These services to be provided on a time and material basis, not to exceed \$2,780.

### **ADDITIONAL SERVICES:**

- |                      |             |
|----------------------|-------------|
| 1. Historical Review | \$ 7,029.00 |
| 2. LLB Selection     | \$ 2,780.00 |

TOTAL FEES AUTHORIZED: \$ 9,809.00 (NTE)

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 1,327,226.00
Net change in contract value due to previous Revisions:	\$ 0.00
Net change in contract value due to this Revision #01:	\$ 9,809.00
New contract value including this amendment and Reimbursables:	\$ 1,337,035.00

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

Title: Change Order #10  
Vendor: Ralph Larsen & Son, Inc.  
Agreement Date: August 1, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: -\$12,862.00 (Credit)  
For: Recovery of unused allowance for electrical improvements.

Total project changes represent 14.7% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

# Prime Contract Change Order

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

Date: 10/18/2012  
To Contractor:  
Ralph Larsen & Son, Inc.  
300 8th Avenue  
San Mateo, CA 94401

DSA Number 01-111842  
Architect's Project  
Contract Date:  
Contract Number: MC120245  
Change Order Number: 010

The Contract is hereby revised by the following items:

Project #120 - Smithwick Theater - Change Order #10 (Final)

PCO	Description	Amount
073	Credit of Allowance: Electrical Improvements.	\$(12,862)

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$390,980
The Contract Value prior to this Prime Contract Change Order was.....	\$2,950,980
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(12,862)
The new Contract Value including this Prime Contract Change Order will be.....	\$2,938,118
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/31/2012

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.

HMC Architects

Ralph Larsen & Son, Inc.

Foothill-De Anza Community College  
District

ARCHITECT  
1570 The Alameda, Suite 330  
San Jose, CA 95126

CONTRACTOR  
300 8th Avenue  
San Mateo, CA 94401

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

Address

Address

By Dale Krahn

By Don Teixeira

By Charles Allen

SIGNATURE 

SIGNATURE 

SIGNATURE \_\_\_\_\_

DATE 10/23/12

DATE 10/18/12

DATE \_\_\_\_\_

College Approval

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**K**

Title: Change No. 3 to Agreement for Services  
Vendor: Structure Consultants Inc.  
Agreement Date: August 1, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 36,000.00  
For: Additional testing and two months of additional continuous inspection of the cement-board wall panel installation, as unexpectedly required by the Division of the State Architect.

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

Action Requested: Ratification

**Foothill-DeAnza Community College District Change No. 03**  
**To Agreement/Purchase Order No. MC111227**

**CHANGE NO. 03 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 15 day of October, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Structure Consultants, Inc. hereinafter called "Contractor."

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

1. Services to be performed by Contractor.  
(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  
Structure Consultants, Inc.

hereinafter called "Contractor".

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

Two months of additional continuous inspection of the GFCP panel installation as required by DSA.

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

Lump sum not to exceed \$36,000.00

ORIGINAL AGREEMENT AMOUNT \$ 545,000.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 3,150.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 36,000.00  
NEW TOTAL AGREEMENT AMOUNT \$ 584,150.00

Foothill-DeAnza Community College District Change No. 03  
To Agreement/Purchase Order No. MC111227

In any event, the total payment for services of contractor shall not exceed \$ 584,150.00  
and District shall have the right to withhold payment if District determines that the quantity or  
quality of the work performed is unacceptable.

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

  
Authorized Contractor Signature

10.17.2012  
Date

Print name MICHAEL CLARKE

STRUCTURE CONSULTANTS INC.  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Title: Change Order #7

Vendor: Taber Construction, Inc.

Agreement Date: May 28, 2012

Campus: Foothill College

Project Number: 144

Project Name: Central Campus Site Improvements

Amount: \$ 54,697.00

For: Miscellaneous changes due to District requests and site conditions, most notably: modifying the courtyard fountain designs to reduce ongoing maintenance; replacing existing broken sidewalks not included in the original project scope; and providing temporary sidewalks and signage to mitigate construction disturbances.

Total project changes represent 7.2% 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: 10/18/2012

To Contractor:

Taber Construction  
2278 Pike Court  
Concord, Ca 94520

DSA Number 01-112283

Architect's Project 144

Contract Date: 5/28/2012

Contract Number: MC-120988

Change Order Number: 007

The Contract is hereby revised by the following items:

Project #144 - Central Campus Site Improvement - CO #7

PCO	Description	Amount
008	TPCO 19 - Water Fountain Revisions to materials and equipment per SI-002.	\$8,617
037	TPCO #33 - Install additional 2" topping slabs in existing fountains per SI 2.	\$6,033
038	TPCO #29 - Provide labor to do additional pot holed to look for existing 6" CMP pipe at Building 4100, 3000, 5200 and 6200 per RFI 50 to 53.	\$7,773
043	TPCO 34 - Demo and replace existing sidewalk panels at Courtyard M due to damage from existing tree roots. and pour new side walk requested by the College.	\$8,712
044	TPCO 35 - Demo and pour sidewalk panel at southwest corner of Building 1900 requested by the College.	\$1,854
046	TPCO 37 - Provide temporary pathway from Lot 2 stairs to campus requested by the College.	\$4,166
047	TPCO 38 - Off haul salvaged bricks at library courtyard per RFI 11	\$464
049	TPCO 40 - Relocating existing 6" storm drain at Central Courtyard per RFI 79.	\$1,966
050	TPCO 41 - Cut into wyes at either end of buildings: 3000, 4100, 6200 per RFI 52, 53	\$4,315
051	TPCO 42 - Provide a message sign board per College request.	\$1,385
054	TPCO 45 - Repair and replace broken electrical conduit at Courtyard F per RFI 78	\$537
056	TPCO 47 - Add (2) splash pads on drawings: L101B, L501B, L104B, and L504 B per PR 13.	\$3,879
058	TPCO 49 - Demo (2) light poles by TLCP2 requested by Plant Services.	\$371
059	TPCO 50 - Demo light poles and emergency phone at Northern Threshold per RFI 92	\$2,563
060	TPCO 51 - Install Owner furnished low voltage cable from TLCP 6 to Data Closet requested by Plant Services.	\$2,062

The original Contract Value was.....	\$5,955,000
Sum of changes by prior Prime Contract Change Orders.....	\$674,292
The Contract Value prior to this Prime Contract Change Order was.....	\$6,629,292
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$54,697
The new Contract Value including this Prime Contract Change Order will be.....	\$6,683,989
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.

Title: Revision #7 to PAA F-WRNS-2B  
Vendor: WRNS Studio  
Agreement Date: March 22, 2010  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking & Circulation  
Amount: \$7,875.00  
For: Additional design services for Lot 2/3 Stair and irrigation at PE Access  
Road to save existing oak trees; and a no-cost contract time extension.

The funding is included in the current budget.

Action Requested: Ratification

## **Revision #7 to PAA F-WRNS-2B**

Revision #7 to Project Authorization Amendment F-WRNS-2B dated March 22, 2010 between Foothill-De Anza Community College District and WRNS Studio, for Measure C project 162 – Parking and Circulation.

AMENDMENT DATE: November 5, 2012

### **SCOPE OF SERVICES:**

Provide additional design services to revise construction documents as the following:

for the Lot 2/3 Stairs to reflect the new survey information and saving an Oak tree.

1. Revise the construction of Lot 2/3 Stair to reflect the new survey information and saving the existing Oak Tree as requested.
2. Additional irrigation design services for the relocated oak trees on the PE Access Road recommended by the District Arborist.
3. Include a no-cost time extension through December 31, 2013. This time extension is for administrative purposes only. All other provisions of the contract and all previous revisions regarding the scheduled timeframe of the Architect's deliverables remain unchanged. Submit a final invoice no later than 45 days prior to the new expiration date of this contract.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 643,307.00
Net change in contract value due to previous Revisions:	\$ 353,178.00
Net change in contract value due to this Revision #7:	\$ 7,875.00
New contract value including this amendment and Reimbursables:	\$ 1,004,360.00

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

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

Wright Sherman  
Associate Partner  
WRNS Studio

Title: Revision #8 to PAA F-WRNS-1B  
Vendor: WRNS Studio  
Agreement Date: October 6, 2009  
Campus: Foothill College  
Project Number: 144  
Project Name: Central Campus Site Improvements  
Amount: \$2,840.00  
For: Additional services to revise construction documentation and specifications for District-requested revisions to Main Quad and Appreciation Hall Fountains.

The funding is included in the current budget.

Action Requested: Ratification

## **Revision #8 to PAA F-WRNS-1B**

Revision #8 to Project Authorization Amendment F-WRNS-1B dated October 6, 2009 between Foothill-De Anza Community College District and WRNS Studio for Measure C project **144 – Central Campus Site Improvements**.

### **SCOPE OF SERVICES:**

Provide revisions to the construction design documents and specifications for the Main Quad and Appreciation Hall Fountains. Revisions shall include:

- 1) Deletion of rock mulch in lieu of a suitable epoxy coating for fountain vessel bottom and interior walls that serves as a waterproofing agent and provide a similar appearance as the existing fountain exposed aggregate.
- 2) Reconfigure exposed fountain piping for improved aesthetic appearance.
- 3) Change SS piping from 304SS to 316SS.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 92,330.00
Net change in contract value due to this Revision #8:	<u>\$ 2,840.00</u>
New contract value including this revision plus Reimbursables:	\$ 777,170.00

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**

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Signature

Wright Sherman  
Associate Partner  
WRNS Studio

Title: Revision #9 to PAA F-WRNS-1B  
Vendor: WRNS Studio  
Agreement Date: October 6, 2009  
Campus: Foothill College  
Project Number: 144  
Project Name: Central Campus Site Improvements  
Amount: \$26,410.00  
For: Additional District-requested design services for new weather station location, electrical changes, shotcrete substitution, tree tagging services, soil amendment and temporary access plan at Building 4300.

The funding is included in the current budget.

Action Requested: Ratification

## **Revision #9 to PAA F-WRNS-1B**

Revision #9 to Project Authorization Amendment F-WRNS-1B dated October 6, 2009 between Foothill-De Anza Community College District and WRNS Studio for Measure C project 144 – **Central Campus Site Improvements.**

### **SCOPE OF SERVICES:**

1. Weather Station Location & Connection Plan: Provide revised plan for the location, engineering (including structural, irrigation and communication), and connection at the PSEC site.
2. Misc. Electrical / Lighting additions and Changes: Provide revision to construction document, engineering and lighting in response to owner-contractor requests on electrical drawings. The scope includes changes to circuiting, additional fixtures, devices and calculation.
3. Shotcrete Substitution: Provide additional structural analysis, revise structural detail and prepare a Field Change Directive for DSA approval for the shotcrete means and methods for construction the vertical concrete elements.
4. Additional Tree Tagging Services: Provide additional tree tagging services to tag trees based on minimal availability of plants.
5. Additional Soil Amendment and Cut/Fill Analysis: Provide additional cut/fill analysis and support for soil amendment based on the soil test results and excavation off-haul staging.
6. Temp access Plan for Landings / Utility Lids at Building 4300: Provide additional site visit, design services of temporary solution to maintain accessibility at the new landings including verification of elevated utility lids.
7. Include a no-cost time extension through December 31, 2013. This time extension is for administrative purposes only. All other provisions of the contract and all previous revisions regarding the scheduled timeframe of the Architect's deliverables remain unchanged. Submit a final invoice no later than 45 days prior to the new expiration date of this contract.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 95,170.00
Net change in contract value due to this Revision #9:	<u>\$ 26,410.00</u>
New contract value including this revision plus Reimbursables:	\$ 803,580.00

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

Amendment agreed to by:

OWNER

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Signature

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

PAA F-WRNS-1B Revision #9  
Board Ratification Date: November 5, 2012

CONSULTANT

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Signature

Wright Sherman  
Associate Partner  
WRNS Studio

Title: Revision #2 to the Standard Form of Master Agreement Between  
The Foothill-De Anza Community College District and WRNS Studio, LLP

Vendor: WRNS Studio

Agreement Date: October 7, 2008

Campus: Foothill College

Project Number: Measure C Campus-Wide Projects at Foothill-De Anza Community  
College District

For: WRNS Studio, LLP, has changed from a limited liability partnership to a  
corporation. The new legal name for WRNS Studio, LLP will be WRNS  
Studio. The name change was presented to the Board on August 6, 2012.  
This consent item is to modify the Master Agreement between the District  
and WRNS Studio to reflect the correct name of the entity.

Action Requested: Approval

**Revision #2 to the Standard Form of Master Agreement Between  
The Foothill-De Anza Community College District  
and  
WRNS Studio, LLP**

AGREEMENT made as of November 5th in the year Two Thousand Twelve between the District:

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

and the Architect:

WRNS Studio, LLP  
San Francisco, CA

***For the following work:      Measure C Campus-Wide Projects at  
Foothill-De Anza Community College District***

The original Master Agreement dated October 7, 2008, is amended as follows:

WRNS Studio, LLP, has changed from a limited liability partnership to a corporation. The new legal name for WRNS Studio, LLP will be WRNS Studio per the attached letter.

This Agreement entered into as of the day and year first written above.

"DISTRICT"  
Foothill-De Anza Community College District

"ARCHITECT"  
WRNS Studio

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

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John Ruffo  
*Partner*

# WRNS STUDIO

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: Agreement for Services for Hazardous Materials Assessment  
Vendor: Vista Environmental Consulting  
Agreement Date: November 6, 2012  
Campus: Foothill College / Onizuka Air Force Station  
Project Number: 801  
Project Name: FHDA Educational Center  
Amount: \$118,785  
For: Hazardous materials assessment and related services at the Onizuka Air Force Station, in preparation for building demolition and construction of the new Center at the site.

Background: At the October 1, 2012 meeting of the Board of Trustees, Vista Environmental consulting (Vista) was approved as the preferred consultant to provide hazardous materials assessment and monitoring services at the Onizuka Air Force Station.

The funding is included in the current budget.

Action Requested: Approval

Foothill-DeAnza Community College District

**AGREEMENT FOR SERVICES**

This Agreement entered this 6th day of November, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and VISTA ENVIRONMENTAL CONSULTING hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 118,785.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from November 6, 2012 through January 15, 2013 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

**Foothill-DeAnza Community College District**

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

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

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

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

8. **Non-Discrimination.**

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

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

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

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

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$81,000.00 for routine maintenance, or other services not described in (a).

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

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

**Foothill-DeAnza Community College District**

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

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

_____	_____
Authorized Contractor Signature	Date
Print name _____	
Vista Environmental Consulting	
Contractor's Company Name	
_____	
Contractor's Tax I.D. Number	

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

Authorized signature and Date

Charles Allen

Title

Executive Director

Address

12345 El Monte Road / Los Altos Hills, California

November 5, 2012

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and VISTA ENVIRONMENTAL  
SERVICES, hereinafter called "Contractor".

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

Provide Hazardous Materials Assessment & Remediation Services at the former Onizuka Air Force Station, site of the Foothill - De Anza Educational Center. See attached 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 attached Exhibit "B"

Send invoices to:  
Susan Moore  
Gilbane MAAS  
12345 El Monte Road  
Los Altos Hills, CA 94022

In any event, the total payment for services of contractor shall not exceed \$\_\_\_\_\_ 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 January 15, 2014.

## **Exhibit "B" to Agreement for Services**

### **SCOPE OF SERVICES & PAYMENT**

#### **I. THE CONTRACTOR**

The Contractor, as defined in the Agreement for Services, shall be Vista Environmental Consulting, hereafter referred to as VEC.

#### **II. AUTHORIZATION OF SERVICES**

Certain services are noted as "Optional Services" in this Exhibit. VEC shall not proceed with those services unless notified in writing by the District to proceed.

#### **III. SCOPE OF SERVICES - GENERAL**

The scope of services of this Agreement generally provides for environmental consulting services to perform Hazardous Material Assessments, Soil & Water Investigations, Biological Surveys, Reports & Cost Estimates, Abatement Drawings, Specifications, and Bid Support for building contaminants. These services are provided to allow removal of buildings and site improvements at the site of the former Onizuka Air Force Station, in preparation for construction by the District of a new Educational Center at the site. Services include investigation of buildings owned partially or in whole by the City of Sunnyvale (Sunnyvale) and the U.S. Department of Veterans Affairs (VA) which will be demolished by the District's contractor. Services to be performed by VEC during construction activities will be authorized under a separate agreement or an amendment to this Agreement.

#### **IV. SCOPE OF SERVICES FOR FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT PARCEL**

Vista Environmental Consulting (VEC) has performed a preliminary scoping session at the site to prepare a proposal for this Agreement and to determine potential hazards for the planned demolition of the following buildings found on the Parcel to be transferred to Foothill - De Anza Community College District (District) at the project site listed above. Those buildings are as follows:

Facility ID	Building Name	Yr Constructed	Square Feet
1001 (90% Owned)	Space Operation Facility	1959	110,000
1003	Satellite Control Station/Blue Cube	1969	170,400
1004 (70% Owned)	Electrical Power Station	1969	31,300
1005 (40% Owned)	Warehouse Supply and Equipment	1974	12,400
1006	Consolidated, Open Mess	1971	6,800
1008	Jet Flue Storage		4,000
1015	Multipurpose Recreational	1974	900

Facility ID	Building Name	Yr Constructed	Square Feet
1035	Electrical Power Station	1997	4,900
1040	Hazardous Storage-Paint Shop	1988	300
1042 (30% Owned)	Hazardous Storage	1988	1,100
1074	Communication Equipment & Tower	1988	
10031	Satellite Communication/Parking Struc	1985	102,200
10032	Satellite Communication/Parking Struc	1986	99,900
	Cooling Towers		4,000

## **HAZARDOUS MATERIALS DECOMMISSIONING ASSESSMENTS**

VEC shall perform an assessment for the presence of asbestos, lead, universal wastes (UW), CAM 17 heavy metals, Pesticides, Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), Polychlorinated Biphenyls (PCBs) and other toxics. The hazardous materials assessment will be performed in general accordance with applicable federal, state and local regulations. VEC will visually inspect all accessible structural, architectural and mechanical systems for the presence of the materials listed immediately above.

### **Asbestos**

VEC shall review documents provided by the District (previously prepared by the Air Force) that will assist in the hazardous materials assessment.

VEC's asbestos assessment shall include the collection of an estimated 765 samples of suspect materials from the buildings listed above and the surrounding asphalt. VEC shall submit samples to an accredited laboratory and analyzed by Polarized Light Microscopy. Up to 22 samples will have additional analysis utilizing a 400 Point counting process to determine the proper waste characterization of positively identified asbestos containing materials. The asbestos assessment will include the interior components, roofing and exterior finishes. Any reference to transite and/or asbestos cement piping found on civil drawings will be addressed in the report as evidence of its presence. If no references on drawings are found, VEC will comment on their potential presence by relying on their experience with underground utilities, assuming that these typical asbestos containing construction materials could exist given the age and type of the existing building and the age of the surrounding infrastructure. No soil sampling to confirm the presence of naturally occurring asbestos that could be contained in the local bedrock or bedrock used to fill the site in decades past is included in this Agreement.

### **Lead**

VEC's lead construction screening assessment shall include the use of a hand-held XRF direct read device to analyze representative painted and coated surfaces for evaluation of lead levels. Dust samples shall be collected and tested from battery rooms & storage areas that showed possibility of lead dust contamination.

### **Universal Waste (UW)**

Universal Waste materials such as non-incandescent lamps and batteries, mechanical devices that contain coolant gases such as water fountains, refrigerators and HVAC systems, and devices that could contain low-levels of radiation such as smoke detectors and exit signs shall be visually

assessed for the presence of chemicals of concern, and any suspect material or equipment noted in the report of results. Samples will not be collected of these materials.

#### **Polychlorinated Biphenyls (PCBs)**

Suspect PCB containing materials shall be collected and delivered to an accredited laboratory for analysis. Up to 50 samples of hydraulic oil, caulking and any other suspect de-energized electrical equipment will be sampled for the presence of PCBs. VEC shall conduct a visual assessment to identify other potentially regulated materials or environmental hazards within or on the structures. This visual assessment will include identifying items that could contain PCBs such as ballasts and transformers.

#### **REVIEW OF AIR FORCE AND SUNNYVALE TRANSFER DOCUMENTS**

VEC shall review documents prepared by the Air Force and City of Sunnyvale that guide transfer of the property to the District, and shall summarize their review and analysis in a written report. The goal of this review will be to understand where environmental liability resides in the event previously unknown conditions are discovered during demolition and redevelopment efforts conducted by the District.

#### **SOIL & GROUNDWATER ASSESSMENTS (Optional Services)**

Advancement of Borings for Soil and Groundwater Sampling in Key Locations: VEC shall perform soil and groundwater sampling and testing that will target known historical environmental features such as the aboveground storage tank area, a former underground waste oil tank, paint shop, hazardous materials storage buildings, storm drains by the garage and antennae washing area, and the power plant. In addition, borings shall be randomly placed around open areas of the site to provide additional information concerning overall soil quality in support of the redevelopment plan. For instances where subsurface excavation is projected that will require dewatering and discharge to the sanitary sewer, up to three groundwater samples will be collected to provide analytical data that will help obtain a groundwater discharge permit.

Prior to advancement of borings, VEC will be obtain a boring permit from the Santa Clara Valley Water District (SCVWD). VEC shall obtain the services of Underground Service Alert and a private utility locator to clear the boring locations for subsurface utilities, and shall prepare a site specific health and safety plan to address potential health and safety issues associated with advancing soil borings.

VEC shall subcontract with a C-57 licensed drilling company to advance 12 borings using direct push technology. A soil core will be continuously collected using a dual tube soil sampling device. Recovered soil core will be described in general accordance with ASTM standard D-2488-09a and Munsell color chart designations on boring logs generated for each boring location. VEC shall observe the soil core for visual and/or olfactory evidence of contamination and will screen for the presence of volatile organic compounds using a photoionization detector. VEC will collect soil samples and will handle, transport and test the samples under proper conditions and protocol.

At certain locations, VEC will select groundwater samples and will handle, transport and test the samples under proper conditions and protocol.

The following is a breakdown of analytical methods that will be used for both soil and groundwater:

### **Soil**

VEC shall conduct 12 borings for sampling and analysis. One soil sample per boring will be collected from above the water table and submitted to an analytical laboratory for chemical analysis. The following soil samples will be analyzed for the following chemical constituents:

- Two borings advanced at the aboveground storage tank area (bldg 1008) and waste oil tank location (SE corner bldg 1004) will be analyzed for Total Petroleum Hydrocarbons (TPH) full range in accordance with Environmental Protection Agency (EPA) method 8015M, LUFT five metals (Cd, Cr, Ni, Pb, Zn) in accordance with EPA method 6000/7000 series, and volatile organic compounds (VOCs) in accordance with EPA method 8260;
- One boring advanced at the paint shop (bldg 1040) will be analyzed for VOCs in accordance with EPA method 8260 and CAM 17 metals in accordance with EPA method 6000/7000 series;
- Two borings advanced at the hazardous materials storage and collection buildings (bldgs. 1007 and 1042) will be analyzed for TPH full range in accordance with EPA method 8015M, CAM 17 metals in accordance with EPA method 6000/7000 series, and VOCs in accordance with EPA method 8260;
- Four borings advanced at the storm drains SD-1 and SD-2 and the grease trap adjacent to bldg 1006 and 1040, and the power plant (bldg 1005) will be analyzed for TPH full range in accordance with EPA method 8015M, VOCs in accordance with EPA method 8260, CAM 17 metals in accordance with EPA method 6000/7000 series;
- Three additional borings will be advanced around the perimeter of the Site to help establish overall Site conditions that are not associated with known areas of environmental concern but may be associated with undocumented fill placed in support of original construction of the facility. Soil samples from these borings will be analyzed TPH full range in accordance with EPA method 8015M, VOCs in accordance with EPA method 8260, polycyclic aromatic hydrocarbons (PAHs) in accordance with EPA method 8270, CAM 17 metals in accordance with EPA method 6000/7000 series.

### **Groundwater**

VEC shall collect a three groundwater samples from locations at the Site and shall analyze them in accordance with the City of Sunnyvale Sewer Discharge criteria. The City of Sunnyvale criteria also address chemicals of concern that could be present at the Site. Water samples will be analyzed for CAM 17 metals in accordance with EPA method 6000/7000 series, phenols, total toxic organics and cresols in accordance with EPA method 8270, pH in accordance with EPA method 9040, total oil & grease in accordance with EPA method 1664, single toxic organics in accordance with EPA method 8260, and flash point in accordance with EPA method 1010.

VEC shall collect random samples from a representative soil across the testing area for the analysis of pesticides in accordance with EPA method 8081A.

Upon receipt of the final analytical package, VEC shall prepare a report that will summarize the data in tables, prepare a boring location map, and compare data to applicable established regulatory limits.

Soil and groundwater generated during the investigation will be placed in 55-gallon drums and left on-site pending analytical results for proper disposal.

#### **Monitoring Well Abandonment (Optional Services)**

If existing monitoring wells at the site appear not to have been properly destroyed, VEC shall perform a file review at the SCVWD to try to confirm that the wells have been properly destroyed. If necessary, VEC shall attempt to field locate the wells using maps prepared by others. If it is found that there are existing wells on the Site that need to be destroyed, VEC shall notify the District and recommend a course of action.

VEC shall prepare a report of all findings of the soil and groundwater testing and analysis. If soil or groundwater contamination is found, VEC shall recommend a course of action and propose required services by VEC.

#### **REPORTING AND COST ESTIMATING**

Reports and documents shall include: a summary report of VEC's review of property transfer documents; a hazardous materials survey report of all the buildings associated with the transfer parcel to be awarded to the District; and soil and groundwater reporting for the same parcel (if authorized as optional services). Reports and cost estimate deliverables shall be in an approved format and include an executive summary, sampling methodology, results, conclusions and recommendations. A spreadsheet with building(s), materials, material locations, quantities, and estimated abatement costs will be included as well as field drawings showing sample locations and material location. Pictures of unusual conditions/materials will be included as appropriate to enhance the report and the understanding of the data by the end users.

#### **CONSTRUCTION DOCUMENTS**

VEC shall provide construction specifications that will cover all criteria set forth by current Federal, State and Local regulations and guidelines. Specifications will be provided in MS Word and PDF electronic format. It is the District's intent to use the construction specifications, in conjunction with the hazardous materials survey report, as construction documents to be distributed to bidders and used for remediation activities. Electronic CAD-format drawings are not included in the scope of this Agreement.

#### **BID SUPPORT**

VEC shall assist District and its team in the bid administration by attending bid walks and meetings as necessary, answering requests for information to clarify abatement/remediation issues, writing addenda, reviewing bids, and recommending the award or rejection of the bids.

## **FEES FOR FOOTHILL – DE ANZA DISTRICT PARCEL**

The fees stated in this Section include costs for the assessment of all the buildings located on the District's parcel and the District's portion of the buildings that cross the parcel lines (as listed above).

### **Hazardous Materials Decommissioning Buildings Assessment**

The fee for this work shall be a lump sum in the amount of **\$50,295.00**. The fee includes labor (technician time, project management, clerical), laboratory fees, administration for information discovery, investigation that includes: asbestos, lead, universal waste, PCBs and other potential hazardous materials.

The fee for the reporting and cost estimating for the above work described above shall be a lump sum in the amount of **\$7,390.00**.

### **Construction Documents**

The fee for Construction Documents includes the development of specifications designed to be site specific for the following materials: asbestos, including sub-surface asbestos cement and tar wrapped pipes, lead, PCB containing materials, Universal Waste materials, and other hazardous materials. The fee for this work shall be a lump sum in the amount of **\$3,850.00**.

### **Bid Support**

The fee for Bid Support, as described above, shall be a lump sum in the amount of **\$4,250.00**.

### **Soil & Groundwater (Optional Services)**

The fee for the investigative process, which includes field preparation, review of transfer documents, boring program, report and laboratory analysis, as described above, shall be a lump sum fee in the amount of **\$29,270.00**. Of this amount, \$3,250 is allocated to review of Air Force and Sunnyvale transfer documents.

## **V. SCOPE OF SERVICES FOR THE CITY OF SUNNYVALE PARCEL (OPTIONAL SERVICES)**

VEC has performed a preliminary scoping session at the site to prepare a proposal for this Agreement and to determine potential hazards for the planned demolition of the following buildings located on the parcel to be transferred to the City of Sunnyvale (Sunnyvale), or which are located partially on Sunnyvale's parcel and partially on the District's parcel. Those buildings are as follows:

Facility ID	Building Name	Yr Constructed	Square Feet
1004 (30% Owned)	Electrical Power Station	1969	31,300
1005 (60% Owned)	Warehouse Supply and Equipment	1974	12,400
1009	Satellite Support Building		
1012	Satellite Support Building		
1013, 1007, 1042, 1045, 1020, 1022, 1021	Various Support Buildings		

## **HAZARDOUS MATERIALS DECOMMISSIONING ASSESSMENTS**

VEC shall perform an assessment for the presence of asbestos, lead, universal wastes (UW), and Polychlorinated Biphenyls (PCBs). The hazardous materials assessment will be performed in general accordance with applicable federal, state and local regulations. VEC will visually inspect all accessible structural, architectural and mechanical systems for the presence of the materials listed immediately above. There will not be any subsurface or biological investigation on the Sunnyvale parcel. For buildings located wholly on the Sunnyvale parcel, the scope of services is limited to the super structures only; there will not be any investigation of the slab. For buildings located on the parcel line, the foundation slab will be investigated to the extent required for its removal.

### **FEES FOR SUNNYVALE PARCEL**

The fees stated in this Section include costs for the assessment of all the buildings located on the City of Sunnyvale's parcel and Sunnyvale's portion of the buildings that cross the parcel line (as listed above).

#### **Hazardous Materials Decommissioning Assessments**

The fee for this phase shall be a lump sum in the amount of **\$13,980.00**. The fee includes labor (technician time, project management, clerical), laboratory fees, administration for information discovery, investigation that includes: asbestos, lead, universal waste, and PCBs.

The fee for the reporting and cost estimating for the above phase shall be a lump sum fee in the amount of **\$1,940.00**.

#### **Construction Documents**

The fee for Construction Documents includes the development of specifications designed to be site specific for the following materials: asbestos, lead, PCB containing materials, and Universal Waste materials. The fee for this phase shall be a lump sum in the amount of **\$1,600.00**.

#### **Bid Support**

The fee for Bid Support, as described in the Foothill – De Anza section of this Exhibit, shall be a lump sum in the amount of **\$1,250.00**.

## **VI. SCOPE OF SERVICES FOR THE VETERANS ADMINISTRATION PARCEL**

VEC has performed a preliminary scoping session at the site to prepare a proposal for this Agreement and to determine potential hazards for the planned demolition of the following buildings found on the Parcel to be transferred to the Veterans Administration (VA) at the project site listed above. Those buildings are as follows:

Facility ID	Building Name	Yr Constructed	Square Feet
1001 (10% Owned)	Space Operation Facility	1959	110,000
1002	Connector Only		

## **HAZARDOUS MATERIALS DECOMMISSIONING ASSESSMENTS**

VEC shall perform an assessment for the presence of asbestos, lead, universal wastes (UW), and Polychlorinated Biphenyls (PCBs). The hazardous materials assessment will be performed in general accordance with applicable federal, state and local regulations. VEC will visually inspect all accessible structural, architectural and mechanical systems for the presence of the materials listed immediately above. There will not be any subsurface or biological investigation on the Sunnyvale parcel. The foundation slab will be investigated to the extent required for its removal.

### **FEES FOR SUNNYVALE PARCEL**

The fees stated in this Section include costs for the assessment of the portion of Building 1001 that is located on the VA's parcel and the connector portion of building 1002 which is located on the VA's parcel (as listed above).

#### **Hazardous Materials Decommissioning Assessments**

The fee for this phase shall be a lump sum in the amount of **\$3,250.00**. The fee includes labor (technician time, project management, clerical), laboratory fees, administration for information discovery, investigation that includes: asbestos, lead, universal waste, and PCBs.

The fee for the reporting and cost estimating for the above phase shall be a lump sum fee in the amount of **\$540.00**.

#### **Construction Documents**

The fee for Construction Documents includes the development of specifications designed to be site specific for the following materials: asbestos, lead, PCB containing materials, and Universal Waste materials. The fee for this phase shall be a lump sum in the amount of **\$600.00**.

#### **Bid Support**

The fee for Bid Support, as described in the Foothill – De Anza section of this Exhibit, shall be a lump sum in the amount of **\$650.00**.

## **VII. EXCLUSIONS**

The services are limited to the buildings noted in this Exhibit. No subsurface or biological studies on the City of Sunnyvale or the Veterans Administration Parcels are included in the scope of services of this Agreement.

## **VIII. Parcel Owner's Responsibilities**

The District will provide all contact information to VEC and assure that the site is accessible on the dates needed for site activities. The District will provide any formatting criteria for the specifications to be prepared by VEC

### **IX. Contract Term**

This Agreement shall remain effective until January 15, 2014 to allow for administrative closure of the Agreement. All invoices from VEC must be submitted for payment 45 days before termination of the Agreement.

**END OF EXHIBIT "B"**