

**Board of Trustees Agenda Item**

**Board Meeting Date:** January 7, 2013

**Title of Item: Measure C Consent**

**Background and Analysis:**

The aggregate of these items is: \$412,580

***De Anza College Only***

- A) Gilbane-MAAS – Revision #1 to Agreement for Project Management Services – Mediated Learning Center - \$0
- B) Noll & Tam Architect's – Revision #1 to Project Authorization Amendment D09-B – A-8 Renovations - \$47,162
- C) OC Jones & Sons, Inc. – Change Order #6 – Stadium and Track - \$13,217
- D) Swenson Associates – Change Order #4 – Corporation Yard - \$33,381

***Foothill College Only –***

- E) Allana Buick & Bers, Inc. – Revision #2 to Project Authorization Amendment #F-ABB-04 – Pool Elevator and Storage Rooms - \$29,790
- F) Robert A. Bothman, Inc. – Change Order #4 – Parking and Circulation Phase I - \$33,002
- G) Cleary Consultants, Inc. – Change #2 to Agreement for Design Professional Services – Physical Sciences and Engineering Center - \$14,400
- H) Energy Resource Associates, Inc. – Revision #2 to Agreement – Fire Alarm System Replacements Phase II - \$5,000
- I) Gilbane-MAAS – Revision #2 to Agreement for Project Management Services – Physical Sciences and Engineering Center - \$0
- J) Hathaway Dinwiddie Construction Company – Change Order #16 – Physical Sciences and Engineering Center - \$68,006
- K) Taber Construction, Inc. – Change Order #9 – Central Campus Site Improvements - \$98,827
- L) WRNS Studio – Revision #8 to Project Authorization Amendment F-WRNS-2B – Parking and Circulation \$25,590
- M) WRNS Studio – Revision #9 to Project Authorization Amendment F-WRNS-2B – Parking and Circulation - \$37,005
- N) WRNS Studio – Revision #10 to Project Authorization Amendment F-WRNS-1B – Central Campus Site Improvements - \$7,200

***Central Services –***

- O) Vista Environmental Consulting – Revision #1 to Agreement – FHDA Educational Center - \$13,300

Charles Allen, Executive Director of Facilities, Operations, and Construction Management Charles Allen; Tom Armstrong, Director, Bond Program Management, De Anza College; Art Heinrich, Director, Bond Program Management, Foothill College; 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 x6150
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 Agreement for Project Management Services  
Vendor: Gilbane-MAAS  
Agreement Date: October 1, 2010  
Campus: De Anza College  
Project Number: 261  
Project Name: Mediated Learning Center  
Amount: \$0.00  
For: Due to delays in completion of the project, including management of punch list completion and verification, commissioning completion oversight, obtaining LEED Platinum certification, completing DSA closeout, and conducting the project's financial closeout, a no-cost time extension is requested. This six month extension would allow the completion date to move from October 31, 2012 to April 30, 2013.

The funding is included in the current budget.

Action Requested: Approval

**Revision #1 to Agreement for Project Management Services**

Revision #1 to the Agreement for Project Management Services between Foothill – De Anza Community College District and Gilbane Building Company and MAAS Companies, Inc. dated October 1, 2010 for Project #261 – Mediated Learning Center.

REVISION DATE: November 1, 2012

**SCOPE OF WORK:**

This revision extends the term of the agreement for an additional six (6) month period. The new contract completion date is April 30, 2013.

**COMPENSATION:**

Original contract value:	\$1,426,850.00
Net change in contract value from previous revisions:	\$0.00
Contract value prior to this revision:	\$1,426,850.00
Net change in contract value due to this revision:	<u>\$0.00</u>
New contract value including this revision:	\$1,426,850.00

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

Revision agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

Casey Michaelis  
Senior Project Executive  
Gilbane Building Company

\_\_\_\_\_  
Signature

Lori O'Keefe  
President  
MAAS Companies, Inc.

**B**

Title: Revision #1 to Project Authorization Amendment D09-B

Vendor: Noll & Tam

Agreement Date: July 20, 2012

Campus: De Anza College

Project Number: 201

Project Name: A-8 Renovations

Amount: \$47,162

For: This revision is for additional scope of work requested by the District:  
Existing East Entry Stair and Handrail ADA Assessment, Drainage  
Corrections, Signage, Mechanical unit replacement, and Roofing  
Replacement. Work includes design, DSA approvals, Construction  
Administration and project closeout efforts.

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

Action Requested: Approval

**Revision #1 to Project Authorization Amendment (PAA) # D09-B dated July 20, 2012 to  
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and  
Noll & Tam, dated December 06, 2007.**

**Revision #1 to PAA #D09-B made as of the 7th day of January in the year Two Thousand & Thirteen**

**Assigned Project Description:**

***Measure C - Bond Project # 201 – A 8 Renovations***

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

**Project Authorization Amendment (PAA) # D09 - B, scope of work remains unchanged, with the exception of the scope of work identified in Revision #1 of PAA D09 - B.**

Revision #1 to PAA # D09 - B for this project includes the following Additional Service Request (ASR):

1. Add following scope of work to contract
  - a. East Entry Stair and Handrail ADA Assessment
  - b. Drainage Corrections
  - c. Signage
  - d. Mechanical unit replacement to the scope
  - e. Roofing Replacement
2. East Entry Improvements: Stair handrails and walkway to east entry, as well as guardrail to block off planters will be added to the scope of work. The work will not impact the existing concrete planter walls. Improvements by District will be removed (by District staff) from the site prior to the start of construction
3. Existing Drainage: The District has directed the design team to uncover, replace and restore functionality to an existing interior drain located within existing studio B
4. Signage: relocate the existing campus police exterior sign, provide signage mounting system/details. Code signage for directional signage to new accessible ramp. Code signage at interior building locations.
5. Mechanical Unit Replacement: the District directed the design team to replace the existing rooftop mounted mechanical units. Fees are based on the new mechanical system as described in the attached diagram, dated 12/04/12 and as listed in the TTG attached fee proposal dated December 10, 2012. Also includes time already expended to date.
6. Roofing Replacement: roof system specifications and 1-2 sheets of roof details will be added. Exact roofing system will be determined.

**2. Revised Consultant Compensation:**

The Project Authorization Amendment D09 - B, Revision 1 Contract Price for the Consultant Services shall be revised based upon the following:

<b>1. Noll &amp; Tam – Architectural Services</b>	<b>\$16,670</b>
<b>2. Sandis – Civil Engineering Services</b>	<b>\$990</b>
<b>3. SGH – Roofing/Waterproofing Services</b>	<b>\$9,900</b>
<b>4. TTG – Structural Mechanical &amp; Engineering Services – Mechanical units</b>	<b>\$11,902</b>
<b>5. TTG – Structural &amp; Plumbing Engineering Services – Roofing &amp; Drainage</b>	<b>\$3,080</b>
<b>6. BMR – Cost Estimating Services</b>	<b>\$2,200</b>
<b>7. Ross/Luthin – Signage Design Services</b>	<b>\$2,420</b>

**Total: \$ 47,162**

Current Agreement: \$171,138  
Revision #1: \$ 47,162

Maximum Revised Agreement: \$218,300

3. Basic Services Completion Schedule remain unchanged per PAA D09-B
4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D09 - B.
5. Insurance Requirements per the Master Agreement remain unchanged per PAA D09 - 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**

Noll & Tam

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

Christopher Noll, Principal

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

Title: Prime Contract Change Order # 06  
Vendor: OC Jones & Sons Inc.  
Agreement Date: February 15, 2012  
Campus: De Anza College  
Project Number: 206  
Project Name: Stadium and Track  
Amount: \$ 13,217  
For: Prime Contract Change Order #06 - revises the original contract sum between the District and OC Jones & Sons, Inc. for the following changes:

Addressing modifications and changes to the electrical design, paving adjustments, fencing modifications and mitigation work to address conflicts with undocumented underground structures as required to ensure the complete functionality of the design. Also included in this Change Order is a credit for the portion of unused allowance for Building G waterproofing.

The total Change Orders to date represent 7.62% 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: 12/14/2012  
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: 006

The Contract is hereby revised by the following items:

PCO	Description	Amount
002	Credit for unused portion on Allowance #2 - \$50,000 for unforeseen waterproofing. Costs were submitted in amount of \$7021.51.	\$(32,978)
012	CCD #005 - Pothole of electrical bore to verify depth near CB#7 - ADDC	\$7,143
054	Revised Location of IDF Closet Tie in point for Fiber - ADDC	\$15,640
065	OT for shutdown of 12KV line at NW Corner - FC	\$1,084
066	Additional drilling and concrete removal due to (E) undocumented concrete encased duct bank encountered on South End of Track- FC	\$1,977
074	Bulletin #29 Light Supports at Press Box-ADDC	\$9,946
078	Bulletin #20 Modified Bleacher Pier due to conflict with (E) Irrigation Main - FC	\$4,270
081	Dulletin #28 - Adjust Edgeband at Sod Area - ADDC	\$1,689
090	Black Vinyl Fence Fabric at Switchgear in Lieu of Bare Galvanized poles and fabric - ADDC	\$1,856
091	Added out of Scope Utility Locating for a waterline at the West side of the bathrooms. It was not shown on the existing utility plan. - FC	\$815
097	Upgrade Netting from specified K92T to K96T- ADDC	\$1,775

The original Contract Value was.....	\$5,394,000
Sum of changes by prior Prime Contract Change Orders.....	\$397,819
The Contract Value prior to this Prime Contract Change Order was.....	\$5,791,819
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$13,217
The new Contract Value including this Prime Contract Change Order will be.....	\$5,805,036
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: Prime Contract Change Order # 04  
Vendor: Swenson Associates  
Agreement Date: May 7, 2012  
Campus: De Anza College  
Project Number: 214  
Project Name: Corporation Yard  
Amount: \$ 33,381  
For: Prime Contract Change Order #04 - revises the original contract sum between the District and Swenson Associates to improve facility performance and maintainability for the following changes:

PCO 21 – Changes to Conformed Drawing Set - Mechanical ADDC;  
PCO 29 – Revised Room Finish Schedule per ASI #9 OD;  
PCO 46 – Add Type “F” Fixture in Laundry Room ADDC;  
PCO 56 – Double Stem Base Flashing @ Mechanical Curbs RFI#118 - ADDC

The total Change Orders to date represent 5.11% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

**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: 12/14/2012**  
**To Contractor:**  
Swenson Associates  
581 Division Street, Suite A  
Campbell, CA 95008

**DSA Number** 01-111512  
**Project #** 214  
**Contract Date:** 5/25/2012  
**Contract Number:** MC120989  
**Change Order Number:** 004

The Contract is hereby revised by the following items:

PCO	Description	Amount
021	Changes to Conformed Drawing Set Mechanical - ADDC	\$23,472
029	Revised Room Finish schedule per ASI #9 - OD	\$5,154
046	Add Type "F" Fixture in Laundry Room ADDC	\$505
056	Double Stem Base Flashing @ Mech. Curbs RFI #118 - ADDC	\$4,250

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
Sum of changes by prior Prime Contract Change Orders.....	\$100,979
The Contract Value prior to this Prime Contract Change Order was.....	\$2,728,979
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$33,381
The new Contract Value including this Prime Contract Change Order will be.....	\$2,762,360
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

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

Noll and Tam Architects and Planners

ARCHITECT  
729 Heinz Avenue  
Berkeley, CA 94710

Address

By Christopher Noll

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Swenson Associates

CONTRACTOR  
581 Division Street, Suite A  
Campbell, CA 95008

Address

By Thomas Pond

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Foothill-De Anza Community College District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Digitally signed by Thomas Pond  
DN: cn=Thomas Pond,  
o=Swenson & Associates,  
ou=Project Management,  
email=tpond@swensonassociates.com, c=US  
Date: 2012.12.14 14:49:43 -0800

College Approval

By Letha Jeanpierre

Signature \_\_\_\_\_

DATE \_\_\_\_\_

Title: Revision #2 to PAA F-ABB-04  
Vendor: Allana Buick & Bers, Inc.  
Agreement Date: February 12, 2012  
Campus: Foothill College  
Project Number: 118  
Project Name: Pool Elevator & Storage Rooms  
Amount: \$29,790.00  
For: Additional architectural and engineered design for a new guardrail and added electrical scope, and additional services required for the Division of the State Architect approval process. Due to conditions discovered during design, the project scope now requires DSA approval, which was not originally anticipated.

The funding is included in the current budget.

Action Requested: Approval

## Revision #2 to PAA #F-ABB-04

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

AMENDMENT DATE: 12/8/12

### SCOPE OF WORK:

- 1) Provide complete architectural and engineered design for the new guardrail and added electrical scope. Reference ABB proposal dated 11/29/12, revision 1.
- 2) Provide all architectural and engineering services required including electrical, structural, and plumbing for DSA approval, coordination, backchecks, construction administration, and close-out. Reference ABB proposal dated 11/29/12, revision 1.

### COMPENSATION:

Original PAA value including Reimbursables:	\$	63,345.00
Net change in contract value due to Revision #1:	\$	11,915.00
Net change in contract value due to this Revision #2:	\$	<u>29,790.00</u>
New contract value including this amendment and Reimbursables:	\$	105,050.00

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

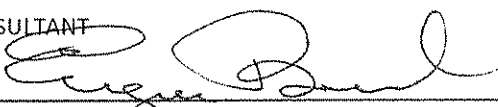
Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

  
\_\_\_\_\_  
Signature

Eugene Buick  
Principal  
Allana Buick + Bers, Inc.

Title: Change Order #4  
Vendor: Robert A. Bothman, Inc.  
Agreement Date: June 18, 2012  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking and Circulation Phase I  
Amount: \$ 33,002.00  
For: Miscellaneous changes due to site conditions and District requests.  
Notable items includes acceptance of credits for two contract allowances that were not used during the construction period, and payment adjustment for District-authorized overtime pay to accelerate the work at Lot 2 Stair to complete the work before the beginning of Fall Quarter.  
  
Total project changes represent 8.9% 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: 12/10/2012

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: 004

The Contract is hereby revised by the following items:

Project #162 - Parking and Circulation Phase I - CO #4

PCO	Description	Amount
001	Credit of Bid Allowance #1 - Unforeseen Biological Mitigation	\$(10,000)
002	Credit of Bid Allowance #2 - Unforeseen Underground Conditions	\$(20,000)
019	RFC #10 - Perform overtime work hours to accelerate the work at Lot 2 Stair to meet the September 21st, 2012 deadline due to the changes of the stair design per PR 6.1 and CCD #1.	\$35,905
039	RFC #34 - provide labor and materials to add light guard traffic control boxes at Lot 2/3 Stairs per SI-019 as recommended per manufacturer instructions.	\$5,576
040	RFC #35 - Provide labor and materials to install power supply to Satellite Controller Assembly "K" per RFI #62 that was missed from the construction document.	\$3,388
041	RFC #36 - Repair the existing 4" broken conduit for telephone line at top of PE Access Road per Field Condition.	\$593
042	RFC #37 - Install temporary lighting at Lot 2 stairs and PE Access Road per CCD #4.	\$6,696
043	RFC #41 - provide labor and materials to relocate the Backflow Preventor Per PR #10 that has conflict with the new walkway.	\$6,494
045	RFC #38 - Provide labor and materials to patch perforated curbs and re-grade planting area between PSEC Threshold and Lot 4B per field report list # 8.3.1.	\$2,193
047	RFC #40 - Provide labor and materials to raise curbs at PSEC Threshold in order to maintain 1% cross slope falls on the roadway per RFI #67 as field condition.	\$2,155

The original Contract Value was.....	\$2,574,452
Sum of changes by prior Prime Contract Change Orders.....	\$198,182
The Contract Value prior to this Prime Contract Change Order was.....	\$2,772,634
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$33,002
The new Contract Value including this Prime Contract Change Order will be.....	\$2,805,636
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/2/2012

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

WRNS Studio

Robert A. Bothman, Inc.

Foothill-De Anza Community College

ARCHITECT

501 2nd Street

Suite 402

Address

CONTRACTOR

650 Quinn Ave.

San Jose, CA 95112

Address

District

OWNER

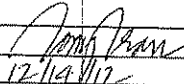
12345 El Monte Road

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 12/14/12

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

College Approval  
\_\_\_\_\_

Signature \_\_\_\_\_

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



Title: Change #2 to Agreement for Design Professional Services  
Vendor: Cleary Consultants, Inc.  
Agreement Date: February 1, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 14,400.00  
For: Additional field observations and testing services for added project work.  
Funding for these services is available within the current project budget.

Action Requested: Approval

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 2  
To Agreement/Purchase Order No. MC111095

CHANGE NO. 2 TO AGREEMENT FOR  
DESIGN PROFESSIONAL SERVICES Less than \$350,000  
(short form)

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 11 day of December, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Design Professional."

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

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

\*\*\*\*\*

Page 1 of 3

PROJECT # 160 - PSEC

DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 2  
To Agreement/Purchase Order No. MC111095

**Revised EXHIBIT "A"**

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

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

Sixteen days of additional field observations and testing services for the following items:

- Design and installation of the new north slope fill
- Plinth pad footing installation

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

This is a T&M contract not to exceed \$14,400.00.

**ORIGINAL AGREEMENT AMOUNTS** \$ 118,900.00

**PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO.** \$ 19,800.00

**PLUS OR MINUS AMOUNT FOR THIS CHANGE NO.** \$ 14,400.00

\*\*\*\*\*

Page 2 of 3

PROJECT # 160 - PSEC DESIGN FIRM Cleary Consultants, Inc.

BREIF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

**NEW TOTAL AGREEMENT AMOUNT \$153,100.00**

**Foothill-DeAnza Community College District Change No. 2**

**To Agreement/Purchase Order No. MC111095**

In any event, the total payment for services of Design Professional shall not exceed \$ 153,100.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 1 2013.

  
Design Professional Signature

12/12/2012  
Date

GRANT FOSTER  
Print Name

CLEARY CONSULTANTS, INC.  
Design Professional's Company Name

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

\_\_\_\_\_  
Date

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.

\*\*\*\*\*

Page 3 of 3

PROJECT # 160 - PSEC DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

Title: Revision #2 to Standard Form of Agreement  
Vendor: Energy Resource Associates, Inc.  
Agreement Date: December 12, 2007  
Campus: Foothill College  
Project Number: 161  
Project Name: Fire Alarm System Replacements Phase II  
Amount: \$5,000.00  
For: Additional design and engineering services requested by the District, and extension of the contract duration to allow for Division of the State Architect project closeout.

The funding is included in the current budget.

Action Requested: Approval

**Revision #2 to Standard Form of Agreement between the District and  
Energy Resource Associates, Inc.**

**REVISION to AGREEMENT:** Revision #2 to the Standard Form of Agreement between Owner and Consultant, dated October 2, 2007 between Foothill – De Anza Community College District and Energy Resource Associates for Measure C Project #161 Fire Alarm System Replacement Phase II:

**AMENDMENT DATE:** January 8, 2013

**DURATION OF AGREEMENT:** The duration of the Agreement is hereby extended to December 30, 2013 to allow for submission of closeout and certification documents to Division of the State Architect (DSA).

**BASIS OF COMPENSATION:** The Contract Price is hereby increased by \$5,000 for provision of additional design and construction administration services requested by the Owner. The total fee, including previous revisions and this Revision #2 shall be \$93,139.00

**COMPENSATION & PAYMENT:**

- 1) Of the original unpaid remaining contract sum of \$4,406.95, \$3,406.95 will be paid to the Consultant upon return of previously-District-prepared closeout and certification documents with signature and stamp (as may be needed) to the District.
- 2) District shall submit to DSA the above closeout and certification documents immediately upon receipt from Consultant.
- 3) The Consultant agrees to respond in a timely manner to subsequent comments or issues raised by DSA as a part of their review of the above submitted closeout and certification documents. District agrees in a timely manner to prepare, obtain, and/or locate and provide any additional closeout and certification documentation required by DSA, as well as pay any additional fees identified by DSA.
- 4) The Consultant agrees to execute additional closeout and certification documentation that may be required by DSA after DSA's review of the initial closeout and certification submission.
- 5) The final \$1,000.00 of the original unpaid remaining contract fee shall be payable to Consultant upon issuance of a letter of certification by DSA.
- 6) Payment of \$5,000 for the additional services of this Revision will be made to the Consultant immediately upon receipt by the District of an invoice for same.

Revision agreed by:

**DISTRICT**

---

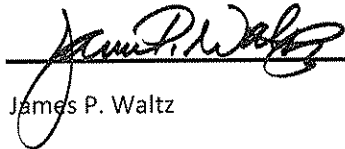
Charles Allen

Date

Director of Facilities, Operations and Construction Management

Foothill – De Anza Community College District

**CONSULTANT**



12/17/2012

James P. Waltz

Date

President

Energy Resource Associates, Inc.

Title: Revision #2 to Agreement for Project Management Services  
Vendor: Gilbane-MAAS  
Agreement Date: October 1, 2010  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences & Engineering Center  
Amount: \$0.00  
For: No cost time extension through June 30, 2013, to allow time for project closeout.

The funding is included in the current budget.

Action Requested: Ratification



**Revision #2 to Agreement for Project Management Services**

Revision #2 to the Agreement for Project Management Services between Foothill – De Anza Community College District and Gilbane Building Company and MAAS Companies, Inc. dated October 1, 2010 for Project #160 – Physical Sciences & Engineering Center.

REVISION DATE: January 1, 2013

**SCOPE OF WORK:**

This revision extends the term of the agreement for an additional six (6) month period. The new contract completion date is June 30, 2013.

**COMPENSATION:**

Original contract value:	\$930,291.00
Net change in contract value from previous revisions:	(\$47,966.00)
Contract value prior to this revision:	\$882,325.00
Net change in contract value due to this revision:	<u>\$0.00</u>
New contract value including this revision:	\$882,325.00

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

Revision agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

Casey Michaelis  
Senior Project Executive  
Gilbane Building Company

\_\_\_\_\_  
Signature

Lori O'Keefe  
President  
MAAS Companies, Inc.

Title: Change Order #16  
Vendor: Hathaway Dinwiddie Construction Company  
Agreement Date: February 10, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 68,006.00  
For: Miscellaneous College-directed changes to the Instructor stations in the Lab building; adding data lines to the building automation system controller for maintenance; adding battery backup to the door operators at 3 exterior locations; and installation of a compressed air line to supply College-installed equipment. Architect-directed changes to add supports for light fixtures; adding bollards around 2 fire hydrants per Purissima Hills Water District standards; revisions to the Commons building café per Department of Environmental Health comments; Adding GFCI receptacles at the lab benches per code requirements. A twenty-three day no-cost contract time extension is included in this change order primarily for inclement weather conditions. The time extension will not impact the start of classes for Winter quarter.

This change plus all previously approved change orders equal to 5.27% of the base contract value. The funding for this change is included in the budget.

Action Requested: Ratification

## Prime Contract Change Order

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

Date: 12/7/2012

To Contractor:

Hathaway Dinwiddie Construction  
565 Laurelwood Rd.  
Santa Clara, Ca 95054

DSA Number

01 - 111001

Architect's Project I

Contract Date:

2/10/2011

Contract Number: MC111059

Change Order Number: 016

The Contract is hereby revised by the following items:

Change Order 16 - January 7, 2013 BOT

PCO	Description	Amount
156	(HD COR 1116) RFI 3175-T-26 Additional Data Lines at BAS Controller for Maintenance, per Owner request, (RCE)	\$11,867 ✓
182	(HD COR 1128) RFI 3242-C-099 & Bulletin 27 - Adding Bollards at 2 Fire Hydrants, per Architect Request, (Lee's, Casey F.)	\$7,354 ✓
184	(HD COR 1131) RFI 3227-A-28 Lab Instructor Station Changes per Owner Request, (Dow, RCE)	\$12,519 ✓
186	(HD COR 1136) Compressed Air Line Installation in NMR Room per Owner Request, (ACCO)	\$1,978 ✓
188	(HD COR 1133) Bulletin 72 - Adding GFCI Receptacles at Lab Wing per Architect Request, (RCE)	\$8,645 ✓
189	(HD COR 1134) Bulletin 70 Cafe Revisions per DEH Review Comments, (ACCO, HD, PH)	\$11,845 ✓
190	(HD COR 1135) Bulletin 71 - Adding 3 Door Operator Battery Backup per Owner Request, (Royal)	\$2,669 ✓
192	(HD COR 1137) Twenty Three day No Cost Time Extension and Owner Partial Occupancy per Owner Request, (HD)	\$0
193	(HD COR 1138) RFI 3278-E-97 Added Supports for F26 LED Lights at Glass Canopies per Architect Request, (RCE)	\$11,129 ✓ <i>see</i>

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$2,123,573
The Contract Value prior to this Prime Contract Change Order was.....	\$43,699,755
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$68,006
The new Contract Value including this Prime Contract Change Order will be.....	\$43,767,761
The Contract duration will be changed by.....	23 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/21/2012

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 that arise out of this change order.

Ratcliff

ARCHITECT  
5856 Doyle Street  
Emeryville, CA 94608

Address

By

SIGNATURE

Hathaway Dinwiddie Construction

CONTRACTOR  
565 Laurelwood Rd.  
Santa Clara, Ca 95054

Address

By Stephen McCoid

SIGNATURE

Foothill-De Anza Community College  
District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

1 - PSEC ONLY - Prime Contract Change Order

12/21/12

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

DATE \_\_\_\_\_

DATE 12/14/12 \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

\_\_\_\_\_  
Signature

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

---

Title: Change Order #9  
Vendor: Taber Construction, Inc.  
Agreement Date: May 28, 2012  
Campus: Foothill College  
Project Number: 144  
Project Name: Central Campus Site Improvements  
Amount: \$ 98,827.00  
For: Changes due to site conditions and District requests. Notable items include adjustment of the existing utility lids at Building 3300 and 4300 to meet ADA requirements due to the site conditions discovered during construction; providing chemical treatment of the biology pond as requested by the Biology Department; relocation of the existing fire hydrant at the Northern Threshold due to an error in the site survey, and minor electrical and landscaping improvements to reduce ongoing maintenance. This change also includes acceptance of a credit for two contract allowances that were not used during the construction period, and a no-cost time extension.

Total project changes represent 9.9% 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: 12/11/2012  
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: 009

The Contract is hereby revised by the following items:

Project #144 - Central Campus Site Improvement - Change Order #9.

PCO	Description	Amount
001	Bld Allowance # 1 - Unforeseen Biological Mitigation	\$(10,000)
002	Bld Allowance #2 - Unforeseen Underground Conditions	\$(20,000)
048	TPCO 39 - provide labor and equipment to dig under concrete thresholds for 6" storm drain at buildings: 1200, 3000, 4100, 5200, and 6200 per RFI 57 due to the drawing conflict.	\$18,960
055	TPCO 46 - Revise Irrigation valves to accomodate future courtyard per PR 10 as requested by Plant Services.	\$7,279
076	TPCO 67 - Provide additional boring and sleeving through existing concrete walkway footings at 5300, Library Courtyard, and 1500 per RFI 87R1 due to site condition.	\$22,372
082	TPCO 73R1 - Provide labor and materials to re-build the existing utility lids at Building 3300 due to the existing slope exceeding the ADA requirement per PR 20.	\$1,172
084	TPCO 76 - Demo existing lights and christmas boxes located on hillside in front of boiler room at Northern Threshold that were not shown on electrical drawings per Owner's request	\$2,094
085	TPCO 77 - Relocate sign foundation at Northern Threshold per PR 16.1.	\$2,055
086	TPCO 78 - Demo concrete section at Building 3600 not shown on drawings due to installation of new detectable tile as required by building code.	\$1,827
087	TPCO 79 - Provide labor and materials to remove planter wall below plaza level. The scope includes waterproofing below planter wall, furnish and install french drain at Building 3600 per PR 15.1.	\$11,789
088	TPCO 80R1 - Furnish and install stainless steel saddle supports for the manifold inside the fountain per RFI 114.	\$2,934
089	TPCO 81 - Non compensable time extension that changes the Milestone 7 completion date from December 10, 2012 to January 4, 2013 for Bld Alternate #1 - Northern Threshold.	\$0
090	TPCO 82 - Provide labor and equipment to remove the existing temporary AC paving at Northern Threshold for new concrete installation.	\$2,095
091	TPCO 83 - Provide labor and equipment to offhaul the demo concrete from the 24 door stoops for the landscape irrigation at all the buildings at inner campus because of the site condition.	\$1,829
093	TPCO 85 - Provide Muriatic Acid treatment for Biology Pond per SI 16 as requested by the College.	\$2,684
096	TPCO 88 - Landscape revision at Northern Threshold per PR 17.1 due to the relocation of existing fire hydrant.	\$1,811
097	TPCO 89 - Provide labor and equipment to revise the irrigation point of connection for controller A at Northern Threshold requested by Plant Services. This change order also includes the labor to hand watering the tree ferns at Lot 6 requested by College.	\$5,432
098	TPCO 90 - Provide labor and materials to relocate the existing fire hydrant at Northern Threshold per PR 17 due to the fire lane issue.	\$15,511
101	Deductive change order for the approved cost not spent for the dirt issue per PCCO #4 and #5.	\$(20,516)

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

102	TPCO 74 - Credit for the rock mulch at the fountain was deleted by the College.	\$(493)
103	TPCO 91 - Provide labor and materials to adjust utility lids at Building 4300 per PR 12. All the existing lids located at the Northwest of Building 4300 do not meet the ADA requirement.	\$49,992

The original Contract Value was.....	\$5,955,000
Sum of changes by prior Prime Contract Change Orders.....	\$795,822
The Contract Value prior to this Prime Contract Change Order was.....	\$6,750,822
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$98,827
The new Contract Value including this Prime Contract Change Order will be.....	\$6,849,649
The Contract duration will be changed by.....	25 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	January 4th, 2013

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

WRNS Studio

ARCHITECT  
501 2nd Street  
Suite 402

Address

By Wright Sherman

SIGNATURE

DATE

Taber Construction

CONTRACTOR  
2278 Pike Court  
Concord, Ca 94520

Address

By Bret Taber

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

**L**

Title: Revision #8 to PAA F-WRNS-2B  
Vendor: WRNS Studio  
Agreement Date: March 22, 2010  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking & Circulation  
Amount: \$25,590.00  
For: Miscellaneous additional design services related to District requests and resolution of construction issues.

The funding is included in the current budget.

Action Requested: Approval



## **Revision #8 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: January 7, 2013

### **SCOPE OF SERVICES:**

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

1. Layout / Lighting Changes at Lot 4b Pedestrian Edge: Provide revised layout to respond to as-built conditions. The scope includes additional engineering and documentation to change the light pole spacing at the Lot 4b pedestrian edge.
2. Asphalt Overlay repairs at Lot 2/3: Provide construction plan and detail to document areas of Lot 2/3 areas that require paving and striping repairs.
3. Exterior Signage Additions and Revisions: Provide additional signs, relocations, and revisions of various signs per as-built conditions, and input from the College review.
4. PE Access Road Changes and Revisions: Provide additional structural analysis to respond to IOR questions and additional geotechnical information regarding the as-built over-excavation and contractor-proposed stepped footing.
5. DSA Review of Alternate Field Measurement Method: Prepare document and co-ordinate with the IOR and DSA to request approval of alternate method of measurement for slop within construction tolerances by using US Access Board method.
6. DSA Increment 2 Extension for Bus Shelter: Additional coordination with DSA Structural Review, MFR and structural engineer regarding the design and documentation of the bus shelter. The scope includes additional structural review of revised calculations, details and procures approval with DSA.
7. PE Access Road Drainage Swale: Provide additional review and direction of unacceptable drainage swale at the edge of the access road.
8. Weed Eradication Procedure: Provide additional specification regarding weed eradication procedure to accommodate the construction schedule and District preferences.
9. Lot 4b Revisions: Modify grading at Lot 4b pathway to accommodate existing utilities that were not shown on the survey.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 643,307.00
Net change in contract value due to previous Revisions:	\$ 361,053.00
Net change in contract value due to this Revision #8:	\$ 25,590.00
New contract value including this amendment and Reimbursables:	\$ 1,029,950.00

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 #9 to PAA F-WRNS-2B  
Vendor: WRNS Studio  
Agreement Date: March 22, 2010  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking & Circulation  
Amount: \$37,005.00  
For: Additional design services for changes to the proposed bridge at Lot 1, made to satisfy California Geological Services requirements. This agency required changes after the project had been otherwise approved by the Division of the State Architect.

The funding is included in the current budget.

Action Requested: Approval

## **Revision #9 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: January 7, 2013

### **SCOPE OF SERVICES:**

Provide additional design, engineering and construction administration services for the Lot 1 Bridge redesign. The scopes shall include:

1. Structural redesign of the bridge to accommodate the new location per CGS recommendations. The structural redesign shall factor in the longer span of the precast girders, and change of configuration to the abutment and piles of the bridge foundation.
2. Additional coordination with DSA regarding the design and documentation of the bridge. Re-assignment of the scope for Increment 2 per DSA review comments, structural review, oversight and approval.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 643,307.00
Net change in contract value due to previous Revisions:	\$ 386,643.00
Net change in contract value due to this Revision #9:	<u>\$ 37,005.00</u>
New contract value including this amendment and Reimbursables:	\$ 1,066,955.00

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

**N**

Title: Revision #10 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: \$7,200.00  
For: Additional design services related to a drainage system site issue, and related to Division of the State Architect approval, as requested by the District.

The funding is included in the current budget.

Action Requested: Approval

## **Revision #10 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**.

AMENDMENT DATE: January 7, 2012

### **SCOPE OF SERVICES:**

Provide additional design and construction administration services to the followings:

1. DSA Review of Alternate Field Measurement Method: Prepare document and co-ordinate with the IOR and DSA to request approval of alternate method of measurement for slope within construction tolerances by using US Access Board method.
2. Additional Courtyard L Drainage: Provide direction on alternative drainage solutions due to conflicting underground utilities. Change directive entails on-site review of existing conditions, redesign and engineering of alternate pipe routing.

### **COMPENSATION:**

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 121,580.00
Net change in contract value due to this Revision #10:	<u>\$ 7,200.00</u>
New contract value including this revision plus Reimbursables:	\$ 810,780.00

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 No. 1 to Agreement for Services  
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: \$13,300  
For: Preparation of bid document drawings related to hazardous materials, in preparation for building demolition at the Onizuka Air Force Station.

The funding is included in the current budget.

Action Requested: Ratification

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

**CHANGE NO. 1 TO AGREEMENT FOR SERVICES**

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 8th day of January, 20 13, by and between the District, a community college district of the State of California, hereinafter called "District" and Vista Environmental Consulting hereinafter called "Contractor."

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

1. Services to be performed by Contractor.  
(check one box)  
☐ No Change  
☒ In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments.  
(check one box)  
☐ No Change  
☒ In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
3. Contract Term.  
(check one box)  
☒ No Change  
☐ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes.  
(check one box)  
☒ No Change  
☐ Describe applicable changes in detail:



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

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and  
Vista Environmental Consulting

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.)

Vista shall provide drawings that will complement the project specifications, formatted for bidding purposes. The combination of drawings and specifications will cover all criteria set forth by current Federal, State and Local regulations and guidelines. The scope of services includes the creation of approximately 15 drawings that will include multiple floors and roofing along with interior walls, covering all buildings in the original Agreement. The fee includes labor (CAD operator, project management, and clerical) and generation of the drawings both in dwg and pdf format.

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

Additional fee for the services added by this Change shall be \$13,300.00. Payment will be made in accordance with the original Agreement terms.

ORIGINAL AGREEMENT AMOUNT \$ 118,785.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 0.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 13,300.00  
NEW TOTAL AGREEMENT AMOUNT \$ 132,085.00

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

In any event, the total payment for services of contractor shall not exceed \$ 132,085.00  
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 January 15 20 14.

\_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Date

Print name \_\_\_\_\_

\_\_\_\_\_  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

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

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

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