

UTILIZATION REPORT

**Prepared for the U.S. Department of Education
by
Foothill – De Anza Community College District
for
Parcel C of the former Onizuka Air Force Station, Sunnyvale, California**

February 14, 2015 to February 14, 2016
Submitted February 11, 2016



**FOOTHILL – DE ANZA EDUCATION CENTER
now renamed
FOOTHILL COLLEGE SUNNYVALE CENTER**

UTILIZATION REPORT #3
Foothill – De Anza Community College District
For
Parcel C of the former Onizuka Air Force Station, Sunnyvale, California

INTRODUCTION

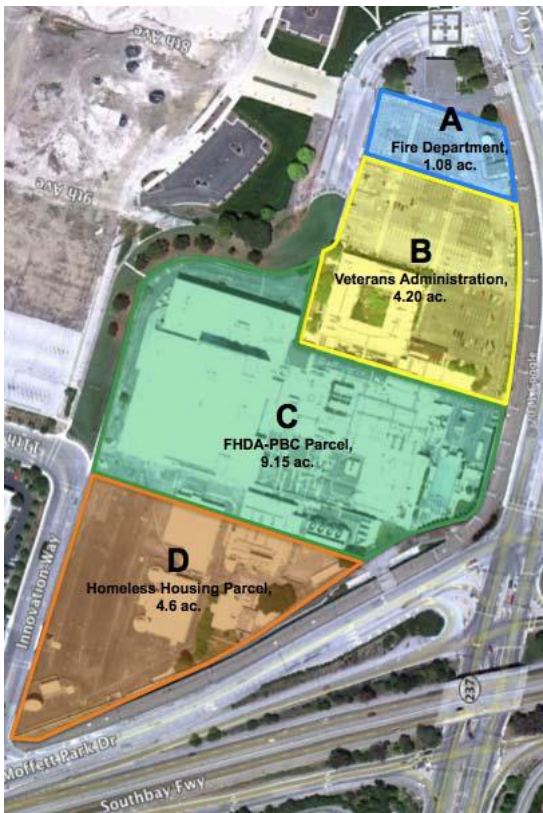
The Foothill – De Anza Community College District (“District”) is pleased to submit its third Utilization Report for the District’s portion of the former Onizuka Air Force Station referenced below. This report covers the one-year period from February 14, 2015 to the corresponding date in 2016.

I. GRANTEE

The Grantee is the Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, California 94022

II. PROPERTY IDENTIFICATION

The property is described as Parcel C of the former Onizuka Air Force Station in Sunnyvale, California.



III. PROGRAM OF UTILIZATION

Educational Program: As construction of the new education center continues, no academic activities have taken place on the property since it was conveyed to the District. With academic programs to begin at the facility in September, 2016, Foothill College staff and faculty have been enthusiastically planning its opening and ongoing academic programs.

Foothill College Sunnyvale Center: The center has formally been named Foothill College Sunnyvale Center and plans to raise its visibility in the community and the surrounding high-tech office park have been developed and begun.

Course Offerings: Online and on-site classes have been planned in: Accounting, Big Data, Biomedical Devices, Business, Child Development, Computer Science, Computer Security, Emergency Medical Technician (EMT), Engineering, Geospatial Information Technology, Industrial and 3-D Design, Math, Mechanical & Circuit Layout, Network Programming, Project & Program Management, Quality Assurance & Configuration Management, and Web Design & Mobile Application, as well as general education classes.

Website: Additional information is available on the center's website: www.foothill.edu/sunnyvale.

Non-educational Site Use: Activities on the property in the past year have included completion of underground utilities and street work, as well as ongoing building construction and site improvements.

IV. STATUS OF PROPERTY

Design and Construction Contracts to Date: Costs spent and encumbered for surveys, environmental documents, project design, plan check fees, hazardous materials assessment and remediation consultation, project management and inspection services amount to \$6,329,000. Demolition, completed in 2014, and construction of utilities and site preparation completed in the past year, have cumulatively amounted to \$6,627,000. As of the date of this report, the contractor is progressing with construction of the building and finish site work at a contractual cost of \$23,200,000 and work amounting to \$9,862,000 in value has been completed as of the last approved contractor payment request.

Project Schedule: In February, 2014 the District received a six-month extension to the regulatory 36-month requirement to begin utilizing the property for approved educational purposes, resulting in a revised date for use of September, 2016 as indicated in the Department of Education's letter of February 12, 2014. As of the date of this report, the construction schedule anticipates that building and site work will be substantially complete by July, 2016, allowing ample time to commission the building's mechanical and electrical systems and to install furnishings and equipment prior to fall quarter classes beginning September 26, 2016.

V. PHOTOGRAPHS

Photograph A: View to south toward City of Sunnyvale Parcel: Part of the building's north elevation is visible beyond the completed portion of the north parking lot. Lot construction was accelerated in anticipation of heavy rains due to the El Nino weather pattern affecting the west coast.

Photograph B: View to west toward Juniper Networks: The building's east elevation is covered with a light blue weather barrier placed in preparation for metal panel installation, and scaffolding is in place in areas to receive a cement plaster finish.

Photograph C: View to west toward Innovation Way "S" curve: The parking lot in the north site area has been completed except for the area immediately adjacent to the building.

Photograph D: View to southeast from Innovation Way: The north building elevation has received its base coats of cement plaster and awaits a finish coat. Street widening to incorporate a bike path, new sidewalks and street lighting have been completed outside the temporary construction fence.

Photograph E: Future appearance from Innovation Way: Cement fiber finish panels, in a medium blue reminiscent of the Onizuka Air Force Center "blue cube", are being installed over the lighter blue of the weather barrier on the west elevation facing Innovation Way.

VI. ENCUMBRANCES AND PROPERTY USE ARRANGEMENTS

Construction Leases: The education center is being developed under a lease-leaseback arrangement allowed by the California Education Code 81335 by which the District leases the site to a contractor during construction activities, makes payment through a corresponding facilities lease, and terminates both leases upon completion of construction, taking title to all improvements. The District entered into site and facilities leases for demolition and construction with C. W. Driver, a general contractor selected through a competitive public process. Authorization for the District to enter into those leases was given by the Department of Education in the form of a Consent to Lease Agreement in May, 2014. Amendment #1 to the facilities lease authorizing early utility and site work was approved by the Department of Education by letter dated December 2, 2014 and that work has been completed as described above. Amendment #2 to the facilities lease authorized construction of the final construction phases. A copy of Amendment #2 and the Department of Education's letter of consent, dated March 9, 2015, are attached to this report.

Utility Easements: Several easements must be granted by the District to local utilities to accommodate both existing and new utilities. Easement locations related to the education center project are identified on the attached FHDA Easements Exhibit: Easements with notations beginning "FH" will be granted by the District to the City of Sunnyvale and Pacific Gas and Electric Company (PG&E).

Easements Granted in the Past Year: The following easements were granted between February 14, 2015 and the date of this report:

City of Sunnyvale: A sanitary sewer easement (noted as FH-8 on the Easements Exhibit) increases the width of an existing 10-foot wide sanitary sewer easement to 15 feet wide. A copy of the recorded easement document and authorizing correspondence from the Department of Education is attached to this report.

Pacific Gas & Electric Company: Easements noted as necessary in the 2014 Utilization Report were granted to PG&E for 10-foot for electric and gas lines (noted as FH-4 and FH-5, respectively). Recorded easement documents are attached to this report.

Remaining Easements: Other easements noted on the Easements Exhibit remain to be granted prior to building occupancy:

City of Sunnyvale: The following 15-foot wide easements will be granted to the City for the noted utility: FH-1 (fire water); FH-2 (fire water); FH-3 (domestic water); FH-6 (fire and domestic water); and FH-7 (recycled water). The District will provide the Department of Education with final easement plats.

Public Access Easement: The Memorandum of Agreement between the District and the City of Sunnyvale for the District's development of the education center requires the District to make street frontage improvements and to dedicate land for the street right-of-way. The City proposed establishment of a public access easement to allow public use of Innovation Way, which covers a portion of the District's parcel. The 47-foot wide public access easement, indicated as FH-9 on the FHDA Easements Exhibit, defines the north and west sides of the parcel and extends from the center line of Innovation Way to the back of the public sidewalk. The Department of Education expressed concern with the District granting such an easement, as described in its letter dated February 4, 2015 (attached to this report). The District forwarded the letter to the City with a proposal that the City accept ownership of the area that functions as a public right-of-way rather than granting the public access easement. The City responded with the letter dated September 10, 2015 (attached to this report) and again declined to accept ownership of the area of street frontage. The City did, however, accept responsibility for maintenance of the improvements within the easement, the cost of which had previously been the responsibility of the District. In order to formalize the use of this portion of the District's parcel for non-academic use, the Department of Education prepared an Abrogation and Release of Restrictions agreement, a copy of which is attached to this report. This Agreement has been recorded with the County Clerk and Recorder but a certified copy has not yet been returned to the District; a recorded copy will be sent to the Department of Education upon receipt by the District. The public access easement documentation and the related maintenance agreement between the District and the City are attached to this report. The agreements have not yet been executed or recorded by the City, but have been approved by the District's Board of Trustees.

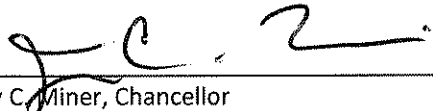
Liens and Claims: On March 30, 2015 a suit was filed against LVI Environmental Services (a subcontractor to C.W. Driver, the District's prime contractor) and C.W. Driver itself by Inner City Demolition (a subcontractor to LVI.) The suit was dismissed after settlement on December 3, 2015 but the District received a Stop Payment Notice on December 7, 2015 from LVI in the amount of \$487,057. The District has since received a partial release that reduces the Stop Payment amount to \$205,393. The cause of the Stop Payment notice is a disagreement between C.W. Driver and LVI on the scope of underground demolition. The District is retaining \$205,393 plus 25% from C.W. Driver until the issue is resolved and a release is received.

VII. DISCRIMINATION

I reaffirm our commitment to nondiscrimination as certified in the original public benefit conveyance application.

VIII. SIGNATURE

This report is submitted to the Department of Education on February 11, 2016.



Judy C. Miner, Chancellor
Foothill – De Anza Community College District

ATTACHMENTS

- 1. Photographs supporting Article V**
- 2. Lease Amendment #2**
- 3. FHDA Easements Exhibit**
- 4. City of Sunnyvale Sanitary Sewer Easement**
- 5. Pacific Gas & Electric Easements**
- 6. Department of Education Letter re: Public Access Easement**
- 7. City of Sunnyvale Letter re: Public Access Easement**
- 8. Abrogation and Release of Restrictions**
- 9. Public Access Easement Deed**
- 10. Improvement Maintenance Agreement**



2/10/15

View to south toward City of Sunnyvale parcel

A

2/10/16



2/10/15



View to west toward Juniper Networks

B

2/10/16



View to west toward Innovation Way "S" curve



2/10/15



C
2/10/16



2/10/15



View to southeast from Innovation Way

D

2/10/16



Future appearance from Innovation Way

E

2/10/16

2 - Lease Amendment

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF MANAGEMENT

March 9, 2015

Foothill - DeAnza Community College District:

The U.S. Department of Education (Department) has reviewed the unsigned copy of "Amendment No. 2 to Foothill – DeAnza Education Center Facilities Lease" (Amendment No. 2) concerning Parcel C located at the former Onizuka Air Force Station. The Department is pleased to grant its written authorization to the Foothill - DeAnza Community College District to enter into Amendment No. 2 provided electronically on March 4, 2015 in accordance with the second condition subsequent of our February 14, 2013 deed and federal regulations set forth under 34 CFR 12. Except as provided in the documents herein authorized, Foothill - DeAnza Community College District must continue to comply in all respects with the terms and conditions of its deed and nothing in this authorization shall be construed as amending, reforming or releasing any of the covenants, conditions or restrictions contained in our deed. Please understand that any changes, amendments or extensions to the above-approved Amendment No. 2 is not authorized without the prior written approval of the Department as required by the deed and federal regulations.

Please provide for our files a copy of the fully executed "Amendment No. 2 to Foothill – DeAnza Education Center Facilities Lease" once it becomes available.

Feel free to contact me via e-mail or at (202) 401-0044 if there are any questions.

Sincerely,

Barbara L. Shawyer

U.S. Department of Education
OM/MS, Federal Real Property Division
L-OM-2-2C115
400 Maryland Avenue, SW
Washington, DC 20202
(202) 401-0044

Leadership requires the courage to admit mistakes and doubts, to listen and learn from others. – R.L. Daft

Copy and paste this link into the Chrome web browser to provide your feedback on FRPD service - [FRPD Customer Satisfaction Survey](#). Thank you!

2 - Lease Amendment

www.ed.gov

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

From: Art Heinrich [mailto:heinrichart@fhda.edu]
Sent: Wednesday, March 04, 2015 12:16 AM
To: Shawyer, Barbara
Cc: Steven Kitchen
Subject: RE: Onizuka Parcel C Amendment Request

Barbara -- Please see attached letter requesting approval for the next change to our construction lease documents, with two attachments.

Please let us know if you have any questions. Thanks!

Art Heinrich, Architect
Director, Bond Project Management
Foothill - De Anza Community College District
(650) 949-6295

2 - Lease Amendment



FOOTHILL-DE ANZA Community College District

12345 El Monte Road
Los Altos Hills, CA 94022

March 3, 2015

Ms. Barbara Sawyer
Federal Real Property Division
United States Department of Education
400 Maryland Avenue S.W.
Washington, DC 20202-4500

Re: Foothill – De Anza Community College District
Consent to Lease Agreement at former Onizuka Air Force Station

Dear Ms. Sawyer:

The Department of Education, the Foothill – De Anza Community College District and our contractor, C. W. Driver, have entered into a Consent to Lease Agreement to allow our Education Center in Sunnyvale, California to be constructed under a lease-leaseback construction delivery method.

That Agreement, signed May 15, 2014, anticipated that the project would proceed with a phased construction schedule, requiring the facilities lease between the District and C. W. Driver to be amended from time to time. Article II, 6 of the Consent to Lease Agreement requires The District to secure the Department of Education's written consent before proceeding with such an amendment.

Consent for Amendment #1 to the facilities lease was given by the Department of Education by letter on December 2, 2014, which authorized an early site work construction phase. As requested, a fully executed copy of that Amendment is attached.

This letter is to request approval of Amendment #2 to the facilities lease. Amendment #2 re-defines the scope of work under the lease to include the remaining construction of the building and its related site work. An unsigned copy of the proposed Amendment is attached.

Please confirm the Department of Education's consent to this change in the facilities lease.

Sincerely,

Steve Kitchen
Executive Director, Facilities and Operations

Cc: Dana Roberts, C.W. Driver

2 - Lease Amendment

**AMENDMENT No. 2
to
FOOTHILL – De ANZA EDUCATION CENTER
FACILITIES LEASE**

THIS AMENDMENT changes the terms, conditions and prices of the Facilities Lease only as described herein. All other terms, conditions and prices remain unchanged. This Amendment to the Facilities Lease is entered this 2nd day of March, 2015, by and between the District, a community college district of the State of California, hereunder called "District" and C. W. Driver, hereinafter called "Contractor."

The Facilities Lease anticipates that the Project will proceed in multiple Project Phases. The general intent of this Amendment is to revise the Facilities Lease to allow for construction of the next Project Phase: **BUILDING CONSTRUCTION PHASE**.

The Description of the Project, Schedule of Lease Payments, and the Construction Provisions are changed by this Amendment as contained in the attached Exhibits, which are hereby incorporated and made a part of this Amendment.

The listed Exhibits supersede Exhibits previously included in the Facilities Lease and in any previous Amendments:

Exhibit "A2" – DESCRIPTION OF PROJECT– BUILDING CONSTRUCTION PHASE, dated March 2, 2015.

Exhibit "B2" – DESCRIPTION OF SITE – BUILDING CONSTRUCTION PHASE, dated March 2, 2015.

Exhibit "C" - SCHEDULE OF LEASE PAYMENTS – BUILDING CONSTRUCTION PHASE, dated March 2, 2015.


Exhibit "D2" - SPECIAL PROVISIONS – BUILDING CONSTRUCTION PHASE, dated March 2, 2015.

This Amendment is valid upon approval by both parties below.

"DISTRICT"
**FOOTHILL-DE ANZA COMMUNITY
COLLEGE DISTRICT**

By: 
Pam Grey
Director, Purchasing Services
Date: 4/1/15

"CONTRACTOR"
C. W. DRIVER

By: 
Dana Roberts
President
Date: 03/18/15

2 - Lease Amendment

EXHIBIT "A2"

DESCRIPTION OF PROJECT

BUILDING CONSTRUCTION PHASE

General Description

Generally, the Foothill – De Anza Education Center project consists of construction of a building of approximately 46,000 gross square feet, with related site improvements and parking, on a parcel of approximately 9.15 acres.

The Work of the Project will proceed in three Project Phases: a Demolition Phase, an Early Site Work Phase, and a Building and Site Construction Phase. Demolition of major site improvements has been completed, including removal of some existing structures on adjacent parcels owned by the City of Sunnyvale (City) and the Veterans Administration (VA). Early Site Work Phase work is in progress. The Project Site for each phase is described in Exhibit "B."

The Work to be performed in each Project Phase for the Guaranteed Maximum Price stated in Exhibit "C" is fully described in Drawings, Specifications and Addenda issued by the Architect to the Contractor and in documents issued by the Contractor to subcontract bidders. A list of those documents is attached to this Exhibit "A2".

The listed documents may describe Bid Alternates and Allowances. All Bid Alternates and Allowances accepted by the District and included in the Guaranteed Maximum Price are listed in the Qualifications and Clarifications attachment to this Exhibit "A2".

Building Construction Phase Description

This Exhibit "A2" describes the Building Phase of the Project.

The work to be completed on the District's parcel (Parcel C) in the Building Construction Phase generally includes approximately 46,000 square foot, Type IIB 2-story structural steel structure with an automatic fire sprinkler system, with related site work and parking. High performance mechanical and electrical systems are included to minimize the annual energy consumption. Natural ventilation, radiant heating and cooling, and high efficiency heat pump will be used for the HVAC systems. A high efficiency lighting design that incorporates day lighting controls has also been incorporated. The structure is comprised of classrooms, faculty office, conference, and retail spaces. The project is pursuing LEED Gold certification.

2 - Lease Amendment

Documents Describing the Project

The following attachments list the documents describing the project in detail. The listed documents are incorporated into this Exhibit "A2" by reference.

Building Construction Phase Documents:

- Project Document Listing, dated February 17, 2015
- Clarifications and Qualifications, dated 17 February 2015
- Project Schedule, dated 13-Feb-15

END OF EXHIBIT "A2"

2 - Lease Amendment

EXHIBIT "A" PROJECT DOCUMENT LISTING

FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT EDUCATION CENTER – DSA & EARLY PACKAGE

February 17, 2015 | VERSION 3

The documents comprised under this contract include all, but are not limited to, the listing below:

#	SHEET / SPEC	DESCRIPTION	AUTHOR	DATE	REV. DATE
▼ DSA DOCUMENTS					
1		GENERAL			
2	G-001	COVER SHEET	LIONAKIS	11/7/2014	N/A
3	G-002	SYMBOLS & ABBREVIATIONS	LIONAKIS	11/7/2014	N/A
4	G-101	LIFE SAFETY CAMPUS PLAN	LIONAKIS	11/7/2014	N/A
5	G-102	DEDICATED EGRESS PLAN	LIONAKIS	11/7/2014	N/A
6	G-111	LIFE SAFETY	LIONAKIS	11/7/2014	N/A
7	G-501	ACCESSIBILITY SIGNAGE STANDARDS & DETAILS	LIONAKIS	11/7/2014	N/A
8	G-502	ACCESSIBILITY SITE PARKING & DETAILS	LIONAKIS	11/7/2014	N/A
9	G-503	SIGNAGE & ACCESSIBILITY PLUMBING RELATED DETAILS	LIONAKIS	11/7/2014	N/A
10	G-701	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
11	G-702	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
12	G-703	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
13	G-704	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
14	G-705	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
15	G-706	TITLE 24 FORMS	LIONAKIS	11/7/2014	N/A
16		CIVIL			
17	C-1	NOTES & LEGEND	BFK	11/7/2014	N/A
18	C-2	EXISTING CONDITIONS	BFK	11/7/2014	N/A
19	C-3	SITE PLAN	BFK	11/7/2014	N/A
20	C-4	GRADING & DRAINAGE PLAN	BFK	11/7/2014	N/A
21	C-5	UTILITY PLAN	BFK	11/7/2014	N/A
22	C-6	EROSION CONTROL PLAN	BFK	11/7/2014	N/A
23	C-7	EROSION CONTROL DETAILS	BFK	11/7/2014	N/A
24	C-8	BLUEPRINT FOR A CLEAN BAY	BFK	11/7/2014	N/A
25	C-9	DETAILS	BFK	11/7/2014	N/A
26	C-10	DETAILS	BFK	11/7/2014	N/A
27	C-11	BUILDING PAD GRADING	BFK	11/7/2014	N/A
28	C-12	UPDATED AERIAL TOPO	BFK	11/7/2014	N/A
29		LANDSCAPE			
30	L-101	IRRIGATION PLAN	ANLA & ASSOC.	11/7/2014	N/A
31	L-102	IRRIGATION PLAN	ANLA & ASSOC.	11/7/2014	N/A
32	L-103	IRRIGATION PLAN	ANLA & ASSOC.	11/7/2014	N/A
33	L-201	LANDSCAPE PLAN	ANLA & ASSOC.	11/7/2014	12/8/2014
34	L-202	LANDSCAPE PLAN	ANLA & ASSOC.	11/7/2014	N/A
35	L-203	LANDSCAPE PLAN	ANLA & ASSOC.	11/7/2014	N/A
36	L-511	IRRIGATION DETAILS	ANLA & ASSOC.	11/7/2014	N/A
37	L-512	IRRIGATION DETAILS	ANLA & ASSOC.	11/7/2014	N/A
38	L-521	PLANTING DETAILS	ANLA & ASSOC.	11/7/2014	N/A
39	L-522	SITE FURNISHING DETAILS	ANLA & ASSOC.	11/7/2014	N/A
40		ARCHITECTURAL SITE			
41	AS-111	OVERALL SITE PLAN	LIONAKIS	11/7/2014	N/A
42	AS-112	CAMPUS & ACCESSIBILITY PLAN	LIONAKIS	11/7/2014	12/8/2014
43	AS-113	BUILDING SITE PLAN	LIONAKIS	11/7/2014	N/A
44	AS-114	PARKING PLAN – NORTH	LIONAKIS	11/7/2014	N/A
45	AS-115	PARKING PLAN – EAST	LIONAKIS	11/7/2014	N/A
46	AS-116	ENLARGED PLAN, ELEV & DETAILS – EMT	LIONAKIS	11/7/2014	N/A
47	AS-117	ENLARGED PLAN – DISTRICT YARD	LIONAKIS	11/7/2014	N/A

2 - Lease Amendment

48	AS-501	DETAILS - SITE	LIONAKIS	11/7/2014	N/A
49	AS-502	DETAILS - SITE	LIONAKIS	11/7/2014	12/8/2014
50	AS-503	DETAILS - SITE	LIONAKIS	11/7/2014	N/A
51	AS-504	DETAILS - MONUMENT ADD ALT # 1	LIONAKIS	11/7/2014	N/A
52		STRUCTURAL			
53	S-001	GENERAL NOTES	LIONAKIS	11/7/2014	N/A
54	S-011	TYPICAL NOTES	LIONAKIS	11/7/2014	N/A
55	S-012	TYPICAL NOTES	LIONAKIS	11/7/2014	N/A
56	S-101	FOUNDATION PLAN - OVERALL	LIONAKIS	11/7/2014	N/A
57	S-101A	FOUNDATION PLAN - AREA A	LIONAKIS	11/7/2014	N/A
58	S-101B	FOUNDATION PLAN - AREA B	LIONAKIS	11/7/2014	N/A
59	S-111	SLAB PLAN - LEVEL 1 - OVERALL	LIONAKIS	11/7/2014	N/A
60	S-111A	SLAB PLAN - LEVEL 1 - AREA A	LIONAKIS	11/7/2014	12/8/2014
61	S-111B	SLAB PLAN - LEVEL 1 - AREA B	LIONAKIS	11/7/2014	N/A
62	S-112	FLOOR PLAN - LEVEL 2 - OVERALL	LIONAKIS	11/7/2014	N/A
63	S-112A	FLOOR PLAN - LEVEL 2 - AREA A	LIONAKIS	11/7/2014	N/A
64	S-112B	FLOOR PLAN - LEVEL 2 - AREA B	LIONAKIS	11/7/2014	N/A
65	S-133	ROOF PLAN - LEVEL 3 - OVERALL	LIONAKIS	11/7/2014	N/A
66	S-133A	ROOF PLAN - LEVEL 3 - AREA A	LIONAKIS	11/7/2014	N/A
67	S-133B	ROOF PLAN - LEVEL 3 - AREA B	LIONAKIS	11/7/2014	N/A
68	S-134	HIGH ROOF PLAN - LEVEL 4 - OVERALL	LIONAKIS	11/7/2014	N/A
69	S-134A	HIGH ROOF PLAN - LEVEL 4 - AREA A	LIONAKIS	11/7/2014	N/A
70	S-134B	HIGH ROOF PLAN - LEVEL 4 - AREA B	LIONAKIS	11/7/2014	12/8/2014
71	S-251	ELEVATIONS - BRACED FRAMES	LIONAKIS	11/7/2014	N/A
72	S-252	ELEVATIONS - BRACED FRAMES	LIONAKIS	11/7/2014	N/A
73	S-253	ELEVATIONS - BRACED FRAMES	LIONAKIS	11/7/2014	N/A
74	S-311	SECTIONS - BUILDINGS	LIONAKIS	11/7/2014	N/A
75	S-312	SECTIONS - BUILDINGS	LIONAKIS	11/7/2014	N/A
76	S-313	SECTIONS - BUILDINGS	LIONAKIS	11/7/2014	N/A
77	S-401	PARTIAL CEILING FRAMING PLAN	LIONAKIS	11/7/2014	N/A
78	S-421	LARGE SCALE VIEWS - STAIRS 1 & 2	LIONAKIS	11/7/2014	N/A
79	S-422	LARGE SCALE VIEWS - STAIRS 3	LIONAKIS	11/7/2014	N/A
80	S-423	DETAILS - STAIRS	LIONAKIS	11/7/2014	N/A
81	S-431	LARGE SCALE VIEWS - ELEVATORS	LIONAKIS	11/7/2014	N/A
82	S-432	DETAILS - ELEVATORS	LIONAKIS	11/7/2014	N/A
83	S-531	DETAILS - TYPICAL CONCRETE	LIONAKIS	11/7/2014	N/A
84	S-532	DETAILS - TYPICAL CONCRETE	LIONAKIS	11/7/2014	N/A
85	S-533	DETAILS - CONCRETE	LIONAKIS	11/7/2014	N/A
86	S-534	DETAILS - CONCRETE	LIONAKIS	11/7/2014	N/A
87	S-535	DETAILS - CONCRETE	LIONAKIS	11/7/2014	N/A
88	S-551	DETAILS - TYPICAL STRUCTURAL STEEL	LIONAKIS	11/7/2014	N/A
89	S-552	DETAILS - TYPICAL STRUCTURAL STEEL	LIONAKIS	11/7/2014	N/A
90	S-553	DETAILS - STRUCTURAL STEEL	LIONAKIS	11/7/2014	N/A
91	S-554	DETAILS - STRUCTURAL STEEL	LIONAKIS	11/7/2014	N/A
92	S-555	DETAILS - STRUCTURAL STEEL	LIONAKIS	11/7/2014	N/A
93	S-571	DETAILS - TYPICAL STEEL DECKING	LIONAKIS	11/7/2014	N/A
94	S-591	DETAILS - TYPICAL COLD FORMED	LIONAKIS	11/7/2014	N/A
95	S-592	DETAILS - TYPICAL COLD FORMED	LIONAKIS	11/7/2014	N/A
96	S-701	DETAILS - BRACED FRAME	LIONAKIS	11/7/2014	N/A
97	S-702	DETAILS - BRACED FRAME	LIONAKIS	11/7/2014	N/A
98		ARCHITECTURAL			
99	A-111	FLOOR PLAN - LEVEL 1 - OVERALL	LIONAKIS	11/7/2014	N/A
100	A-111A	FLOOR PLAN - LEVEL 1 - AREA A	LIONAKIS	11/7/2014	12/8/2014
101	A-111B	FLOOR PLAN - LEVEL 1 - AREA B	LIONAKIS	11/7/2014	12/8/2014
102	A-112	FLOOR PLAN - LEVEL 2 - OVERALL	LIONAKIS	11/7/2014	N/A
103	A-112A	FLOOR PLAN - LEVEL 2 - AREA A	LIONAKIS	11/7/2014	12/8/2014
104	A-112B	FLOOR PLAN - LEVEL 2 - AREA B	LIONAKIS	11/7/2014	N/A
105	A-113	CLERESTORY PLAN	LIONAKIS	11/7/2014	N/A
106	A-121	CEILING PLAN - LEVEL 1 - OVERALL	LIONAKIS	11/7/2014	N/A

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107	A-121A	CEILING PLAN – LEVEL 1 - AREA A	LIONAKIS	11/7/2014	N/A
108	A-121B	CEILING PLAN – LEVEL 1 - AREA B	LIONAKIS	11/7/2014	N/A
109	A-122	CEILING PLAN – LEVEL 2 - OVERALL	LIONAKIS	11/7/2014	N/A
110	A-122A	CEILING PLAN – LEVEL 2 - AREA A	LIONAKIS	11/7/2014	12/8/2014
111	A-122B	CEILING PLAN – LEVEL 1 - AREA B	LIONAKIS	11/7/2014	N/A
112	A-133	ROOF PLAN – OVERALL	LIONAKIS	11/7/2014	12/8/2014
113	A-133A	ROOF PLAN – AREA A	LIONAKIS	11/7/2014	12/8/2014
114	A-133B	ROOF PLAN – AREA B	LIONAKIS	11/7/2014	12/8/2014
115	AG-111	SIGNAGE PLAN – LEVEL 1	LIONAKIS	11/7/2014	N/A
116	AG112	SIGNAGE PLAN – LEVEL 2	LIONAKIS	11/7/2014	N/A
117	A-211	ELEVATIONS – EXTERIOR	LIONAKIS	11/7/2014	12/8/2014
118	A-212	ELEVATIONS – EXTERIOR	LIONAKIS	11/7/2014	12/8/2014
119	A-213	ELEVATIONS – EXTERIOR	LIONAKIS	11/7/2014	12/8/2014
120	A-221	ELEVATIONS – INTERIOR GENERAL	LIONAKIS	11/7/2014	N/A
121	A-223	ELEVATIONS – INTERIOR GENERAL	LIONAKIS	11/7/2014	N/A
122	A-224	ELEVATIONS – INTERIOR GENERAL	LIONAKIS	11/7/2014	N/A
123	A-225	ELEVATIONS – INTERIOR GENERAL	LIONAKIS	11/7/2014	N/A
124	A-311	SECTIONS - BUILDING	LIONAKIS	11/7/2014	N/A
125	A-312	SECTIONS – BUILDING	LIONAKIS	11/7/2014	N/A
126	A-313	SECTIONS – BUILDING	LIONAKIS	11/7/2014	N/A
127	A-321	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	12/8/2014
128	A-322	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	12/8/2014
129	A-323	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	N/A
130	A-324	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	N/A
131	A-325	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	N/A
132	A-326	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	N/A
133	A-327	SECTIONS – EXTERIOR WALL	LIONAKIS	11/7/2014	N/A
134	A-328	SECTIONS – INTERIOR WALL	LIONAKIS	11/7/2014	N/A
135	A-329	SECTIONS – INTERIOR WALL	LIONAKIS	11/7/2014	N/A
136	A-411	ENLARGED RESTROOMS & ELEVATIONS	LIONAKIS	11/7/2014	N/A
137	A-412	ENLARGED CAFÉ PLAN & ELEVATION	LIONAKIS	11/7/2014	N/A
138	A-413	ENLARGED ADMIN & REC & ELEVATIONS	LIONAKIS	11/7/2014	N/A
139	A-414	ENLARGED STUDENT SUPPORT SPACE & ELEVATIONS	LIONAKIS	11/7/2014	12/8/2014
140	A-415	ENLARGED RESTROOM & ELEVATIONS	LIONAKIS	11/7/2014	N/A
141	A-421	STAIR 1 PLANS & SECTIONS	LIONAKIS	11/7/2014	N/A
142	A-422	STAIR 2 PLANS, ELEV & SECTION	LIONAKIS	11/7/2014	N/A
143	A-423	STAIR 3 & 4 FLOOR PLANS	LIONAKIS	11/7/2014	N/A
144	A-424	STAIR 3 & 4 SECTIONS	LIONAKIS	11/7/2014	N/A
145	A-425	STAIR 3 & 4 SECTIONS	LIONAKIS	11/7/2014	N/A
146	A-426	STAIR 2 DETAILS	LIONAKIS	11/7/2014	N/A
147	A-427	STAIR DETAILS	LIONAKIS	11/7/2014	N/A
148	A-429	GUARD ELEVATIONS	LIONAKIS	11/7/2014	N/A
149	A-431	ELEVATOR PLANS & SECTIONS	LIONAKIS	11/7/2014	N/A
150	A-432	DETAILS - ELEVATOR	LIONAKIS	11/7/2014	N/A
151	A-510	DETAILS – EXT WALL & ROOF TYPES	LIONAKIS	11/7/2014	N/A
152	A-511	DETAILS – EXT CEM PLAS SYS	LIONAKIS	11/7/2014	N/A
153	A-512	DETAILS – EXT MTL PANEL	LIONAKIS	11/7/2014	12/8/2014
154	A-513	DETAILS – EXT FIB CEM BD	LIONAKIS	11/7/2014	12/8/2014
155	A-516	DETAILS – ROOF SINGLE PLY	LIONAKIS	11/7/2014	N/A
156	A-517	DETAILS – ROOF SINGLE PLY & DRAINAGE	LIONAKIS	11/7/2014	N/A
157	A-518	DETAILS – ROOF METAL PANEL	LIONAKIS	11/7/2014	N/A
158	A-521	DETAILS – INTERIOR	LIONAKIS	11/7/2014	N/A
159	A-531	PARTITION TYPES & SCHEDULE	LIONAKIS	11/7/2014	N/A
160	A-532	PARTITION DETAILS	LIONAKIS	11/7/2014	N/A
161	A-533	UL ASSEMBLY	LIONAKIS	11/7/2014	12/8/2014
162	A-534	COLUMN FURR OUT & MISC DETAILS	LIONAKIS	11/7/2014	N/A
163	A-541	DETAILS – DOOR & WINDOW CEM PLAS	LIONAKIS	11/7/2014	N/A
164	A-542	DETAILS – DOOR & WINDOW FIBER CEMENT	LIONAKIS	11/7/2014	12/8/2014
165	A-543	DETAILS – STOREFRONT & CURTAINWALL	LIONAKIS	11/7/2014	N/A

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166	A-544	DETAILS – DOOR & WINDOW INTERIOR	LIONAKIS	11/7/2014	N/A
167	A-551	DETAILS – CEILING	LIONAKIS	11/7/2014	N/A
168	A-552	DETAILS – CEILING	LIONAKIS	11/7/2014	N/A
169	A-553	DETAILS – CEILING	LIONAKIS	11/7/2014	N/A
170	A-561	DETAILS – CASEWORK	LIONAKIS	11/7/2014	N/A
171	A-562	DETAILS – CASEWORK	LIONAKIS	11/7/2014	N/A
172	A-621	SCHEDULES / DIAGRAMS – DOORS	LIONAKIS	11/7/2014	N/A
173	A-631	WINDOW SCHEDULE - STOREFRONT	LIONAKIS	11/7/2014	N/A
174	A-632	WINDOW SCHEDULE – CURTAIN WALL	LIONAKIS	11/7/2014	N/A
175	A-633	WINDOW SCHEDULE – INTERIOR STOREFRONT	LIONAKIS	11/7/2014	N/A
176	A-641	SCHEDULES / DIAGRAMS - FINISHES	LIONAKIS	11/7/2014	12/8/2014
177		INTERIORS			
178	AI-111	FINISH PLAN – LEVEL 1 – OVERALL	LIONAKIS	11/7/2014	N/A
179	AI-112	FINISH PLAN – LEVEL 2 – OVERALL	LIONAKIS	11/7/2014	N/A
180		EQUIPMENT – FOOD SERVICE			
181	QF100	FOOD SERVICE SITE PLAN	PATRICK STEIN ASSC.	11/7/2014	N/A
182	QF101	FOOD SERVICE FLOOR PLAN – LEVEL 1	PATRICK STEIN ASSC.	11/7/2014	N/A
183	QF111	FOOD SERVICE ITEMIZED PLAN & ELEVATIONS	PATRICK STEIN ASSC.	11/7/2014	N/A
184	QF111.1	FOOD SERVICE DETAILS & SECTIONS	PATRICK STEIN ASSC.	11/7/2014	N/A
185	QF112	FOOD SERVICE BUILDING CONDITIONS & DETAILS	PATRICK STEIN ASSC.	11/7/2014	N/A
186	QF501	FOOD SERVICE PLUMBING POINTS OF CONNECTION, SCHEDULE & DETAILS	PATRICK STEIN ASSC.	11/7/2014	N/A
187	QF502	FOOD SERVICE ELEC POINTS OF CONNECTION, SCHEDULE & DETAILS	PATRICK STEIN ASSC.	11/7/2014	N/A
188		FIRE PROTECTION			
189	FP001	SYMBOL LIST & GENERAL NOTES – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
190	FP101	SITE PLAN – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
191	FP201	FIRST FLOOR CEILING PLANS – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
192	FP202	SECOND FLOOR CEILING PLANS – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
193	FP301	FIRST FLOOR PIPING PLAN – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
194	FP302	SECOND FLOOR PIPING PLAN – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
195	FP303	SECOND FLOOR HIGH ROOF PIPING PLAN – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
196	FP401	BUILDING SECTIONS – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
197	FP501	DETAILS – FIRE PROTECTION	INTERFACE ENG.	11/7/2014	N/A
198		PLUMBING			
199	P-001	PLUMBING SYMBOLS LIST, GENERAL NOTES & SHEET INDEX	INTERFACE ENG.	11/7/2014	N/A
200	P-002	SCHEDULES – PLUMBING	INTERFACE ENG.	11/7/2014	12/8/2014
201	P-201	FIRST FLOOR PLAN – PLUMBING	INTERFACE ENG.	11/7/2014	N/A
202	P-201u	UNDERSLAB PLAN – PLUMBING	INTERFACE ENG.	11/7/2014	N/A
203	P-202	SECOND FLOOR PLAN – PLUMBING	INTERFACE ENG.	11/7/2014	N/A
204	P-203	ROOF PLAN – PLUMBING	INTERFACE ENG.	11/7/2014	N/A
205	P-301	ENLARGED PLAN – PLUMBING	INTERFACE ENG.	11/7/2014	N/A
206	P-401	DETAILS - PLUMBING	INTERFACE ENG.	11/7/2014	N/A
207	P-402	DETAILS - PLUMBING	INTERFACE ENG.	11/7/2014	N/A
208		MECHANICAL			
209	M-001	SYMBOLS LIST & GENERAL NOTES – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
210	M-002	SCHEDULES - MECHANICAL	INTERFACE ENG.	11/7/2014	12/8/2014
211	M-003	SCHEDULES - MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
212	M-201	FIRST FLOOR PLAN – MECHANICAL	INTERFACE ENG.	11/7/2014	12/8/2014
213	M-202	SECOND FLOOR PLAN – MECHANICAL	INTERFACE ENG.	11/7/2014	12/8/2014
214	M-203	ROOF PLAN - MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
215	M-301	FIRST FLOOR PLAN – HYDRONIC	INTERFACE ENG.	11/7/2014	12/8/2014
216	M-302	SECOND FLOOR PLAN – HYDRONIC	INTERFACE ENG.	11/7/2014	12/8/2014
217	M-401	ENLARGED PLANS & SECTIONS – MECHANICAL	INTERFACE ENG.	11/7/2014	12/8/2014
218	M-501	PIPPING DIAGRAMS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
219	M-502	CONTROL DIAGRAMS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
220	M-503	CONTROL DIAGRAMS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
221	M-504	CONTROL DIAGRAMS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
222	M-601	DETAILS - MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
223	M-602	DETAILS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
224	M-603	DETAILS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A

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225	M-604	DETAILS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
226	M-605	DETAILS – MECHANICAL	INTERFACE ENG.	11/7/2014	N/A
227		ELECTRICAL			
228	E-001	GENERAL INFORMATION	INTEGRAL GRP	11/7/2014	N/A
229	E-002	SITE PLAN	INTEGRAL GRP	11/7/2014	N/A
230	EL-101	LEVEL 1 LIGHTING PLAN	INTEGRAL GRP	11/7/2014	N/A
231	EL-102	LEVEL 2 LIGHTING PLAN	INTEGRAL GRP	11/7/2014	N/A
232	EL-103	ROOF LIGHTING PLAN	INTEGRAL GRP	11/7/2014	N/A
233	EL-104	LIGHTING STAIR ELEVATIONS	INTEGRAL GRP	11/7/2014	N/A
234	EL-111	LEVEL 1 LIGHTING CONTROL PLAN	INTEGRAL GRP	11/7/2014	N/A
235	EL-112	LEVEL 2 LIGHTING CONTROL PLAN	INTEGRAL GRP	11/7/2014	N/A
236	EP-101	LEVEL 1 POWER PLAN	INTEGRAL GRP	11/7/2014	N/A
237	EP-102	LEVEL 2 POWER PLAN	INTEGRAL GRP	11/7/2014	N/A
238	EP-103	ROOF POWER PLAN	INTEGRAL GRP	11/7/2014	N/A
239	EP-104	KITCHEN POWER PLAN	INTEGRAL GRP	11/7/2014	N/A
240	E-501	DETAILS	INTEGRAL GRP	11/7/2014	N/A
241	E-502	DETAILS	INTEGRAL GRP	11/7/2014	N/A
242	E-503	DETAILS	INTEGRAL GRP	11/7/2014	N/A
243	E-504	DETAILS	INTEGRAL GRP	11/7/2014	N/A
244	E-506	DETAILS	INTEGRAL GRP	11/7/2014	N/A
245	E-505	DETAILS	INTEGRAL GRP	11/7/2014	N/A
246	E-601	SINGLE LINE DIAGRAM	INTEGRAL GRP	11/7/2014	N/A
247	E-602	SCHEDULES	INTEGRAL GRP	11/7/2014	N/A
248	E-603	SCHEDULES	INTEGRAL GRP	11/7/2014	N/A
249	E-604	SCHEDULES	INTEGRAL GRP	11/7/2014	N/A
250	E-605	SCHEDULES	INTEGRAL GRP	11/7/2014	N/A
251	E-606	MP EQUIPMENT ELECTRICAL SCHEDULES	INTEGRAL GRP	11/7/2014	N/A
252	E-607	LIGHTING SCHEDULE	INTEGRAL GRP	11/7/2014	N/A
253	E-608	LIGHTING SCHEDULE	INTEGRAL GRP	11/7/2014	N/A
254		FIRE ALARM			
255	FA-001	FIRE ALARM GENERAL INFORMATION	INTEGRAL GRP	11/7/2014	N/A
256	FA-002	SITE WORK	INTEGRAL GRP	11/7/2014	N/A
257	FA-101	LEVEL 1 FIRE ALARM PLAN	INTEGRAL GRP	11/7/2014	N/A
258	FA-102	LEVEL 2 FIRE ALARM PLAN	INTEGRAL GRP	11/7/2014	N/A
259	FA-103	ROOF FIRE ALARM PLAN	INTEGRAL GRP	11/7/2014	N/A
260	FA-200	FIRE ALARM CALCULATIONS	INTEGRAL GRP	11/7/2014	N/A
261	FA-201	FIRE ALARM CALCULATIONS	INTEGRAL GRP	11/7/2014	N/A
262	FA-202	FIRE ALARM CALCULATIONS	INTEGRAL GRP	11/7/2014	N/A
263	FA-401	DIAGRAMS	INTEGRAL GRP	11/7/2014	N/A
264	FA-500	DETAILS	INTEGRAL GRP	11/7/2014	N/A
265		TELECOM			
266	T-001	GENERAL NOTES	SFM, INC.	11/7/2014	12/8/2014
267	T-002	SCHEDULES	SFM, INC.	11/7/2014	N/A
268	T-003	SYMBOLS SCHEDULE NOTES	SFM, INC.	11/7/2014	N/A
269	T-101	COMMUNICATIONS SITE PLAN	SFM, INC.	11/7/2014	N/A
270	T-111	COMMUNICATIONS & AV FIRST FLOOR DEVICE PLAN	SFM, INC.	11/7/2014	N/A
271	T-112	COMMUNICATIONS & AV SECOND FLOOR DEVICE PLAN	SFM, INC.	11/7/2014	12/8/2014
272	T-113	COMMUNICATIONS & AV CLERESTORY DEVICE PLAN	SFM, INC.	11/7/2014	N/A
273	T-121	FIRST FLOOR REFLECTED CEILING	SFM, INC.	11/7/2014	N/A
274	T-122	SECOND FLOOR REFLECTED CEILING DEVICE PLAN	SFM, INC.	11/7/2014	12/8/2014
275	T-171	FIRST FLOOR ELECTRONIC SECURITY DEVICE PLAN	SFM, INC.	11/7/2014	N/A
276	T-172	SECOND FLOOR ELECTRONIC SECURITY DEVICE PLAN	SFM, INC.	11/7/2014	N/A
277	T-173	CLERESTROY ELECTRONIC SECURITY DEVICE PLAN	SFM, INC.	11/7/2014	N/A
278	T-181	FIRST FLOOR ELECTRONIC SECURITY DEVICE RCP	SFM, INC.	11/7/2014	N/A
279	T-182	SECOND FLOOR ELECTRONIC SECURITY DEVICE RCP	SFM, INC.	11/7/2014	N/A
280	T-411	FIRST FLOOR DATA ROOM 110 ENLARGED PLAN & RCP	SFM, INC.	11/7/2014	12/8/2014
281	T-412	SECOND FLOOR DATA ROOM 210 ENLARGED PLAN & RCP	SFM, INC.	11/7/2014	N/A
282	T-413	FIRST FLOOR SECURITY CLOSET ENLARGED PLAN & RCP	SFM, INC.	11/7/2014	12/8/2014
283	T-711	STRUCTURED CABLING SINGLE LINE DIAGRAM	SFM, INC.	11/7/2014	12/8/2014

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284	T-712	ELECTRONIC SECURITY SYSTEM SINGLE LINE DIAGRAM	SFM, INC.	11/7/2014	12/8/2014
285	T-911	DEVICE DETAILS	SFM, INC.	11/7/2014	N/A
286	T-912	DETAILS – RACK R15	SFM, INC.	11/7/2014	N/A
287	T-913	DETAILS – EMERGENCY TELEPHONE	SFM, INC.	11/7/2014	N/A
288	T-914	FLOOR BOX DETAILS	SFM, INC.	11/7/2014	N/A
289	T-915	INTERIOR FASTENING DETAILS	SFM, INC.	11/7/2014	N/A
290	T-916	FIRESTOP SYSTEMS DETAILS	SFM, INC.	11/7/2014	N/A
291	T-917	ELECTRONIC SECURITY SYSTEMS DETAILS	SFM, INC.	11/7/2014	N/A
292		NATIONAL CARPORT – WALKWAY COVER – PC SET 04-111759			
293	S-1	GENERAL NOTES	4 STEL ENG.	11/7/2014	N/A
294	S-2	15' OPTION FOUNDATION PLAN	4 STEL ENG.	11/7/2014	N/A
295	S-3	15' OPTION FRAMING PLAN	4 STEL ENG.	11/7/2014	N/A
296	S-4	ELEVATIONS	4 STEL ENG.	11/7/2014	N/A
297	S-5	20' OPTION FOUNDATION & SECTION	4 STEL ENG.	11/7/2014	N/A
298	S-6	20' – FRAMING PLAN	4 STEL ENG.	11/7/2014	N/A
299	S-7	CONNECTION DETAILS	4 STEL ENG.	11/7/2014	N/A
300					
301		DIVISION 01 – GENERAL REQUIREMENTS			
302	01 11 00	SUMMARY OF WORK	LIONAKIS	11/7/2014	N/A
303	01 26 00	CONTRACT MODIFICATION PROCEDURES	LIONAKIS	11/7/2014	N/A
304	01 29 75	APPLICATIONS & CERTIFICATIONS FOR PAYMENT	LIONAKIS	11/7/2014	N/A
305	01 31 14	ADDITIONAL REQUIREMENTS FOR DSA REVIEWED PROJECTS	LIONAKIS	11/7/2014	N/A
306	01 31 19	PROJECT MEETINGS	LIONAKIS	11/7/2014	N/A
307	01 31 25	WEB-BASED PROJECT MANAGEMENT SYSTEM	LIONAKIS	11/7/2014	N/A
308	01 33 00	SUBMITTAL PROCEDURES	LIONAKIS	11/7/2014	N/A
309	01 41 00	REGULATORY REQUIREMENTS	LIONAKIS	11/7/2014	N/A
310	01 42 00	REFERENCES	LIONAKIS	11/7/2014	N/A
311	01 45 00	QUALITY CONTROL	LIONAKIS	11/7/2014	N/A
312	01 50 00	TEMPORARY FACILITIES & CONTROLS	LIONAKIS	11/7/2014	N/A
313	01 56 10	DUST CONTROL METHODS	LIONAKIS	11/7/2014	N/A
314	01 56 39	TEMPORARY TREE & PLANT PROTECTION	LIONAKIS	11/7/2014	N/A
315	01 57 11	SITE & TRAFFIC CONTROL	LIONAKIS	11/7/2014	N/A
316	01 57 23	TEMPORARY STORM WATER POLLUTION CONTROL	LIONAKIS	11/7/2014	N/A
317	01 60 00	PRODUCT REQUIREMENTS	LIONAKIS	11/7/2014	N/A
318	01 71 23	FIELD ENGINEERING	LIONAKIS	11/7/2014	N/A
319	01 73 20	DEMOLITION PROCEDURES	LIONAKIS	11/7/2014	N/A
320	01 73 29	CUTTING & PATCHING	LIONAKIS	11/7/2014	N/A
321	01 74 10	CLEANING	LIONAKIS	11/7/2014	N/A
322	01 74 17	SITE MAINTENANCE & CLEANUP	LIONAKIS	11/7/2014	N/A
323	01 74 19	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL	LIONAKIS	11/7/2014	N/A
324	01 77 00	CLOSEOUT PROCEDURES	LIONAKIS	11/7/2014	N/A
325	01 78 39	PROJECT RECORD DOCUMENTS	LIONAKIS	11/7/2014	N/A
326	01 81 13	SUSTAINABLE DESIGN REQUIREMENTS	LIONAKIS	11/7/2014	N/A
327	01 81 19	INDOOR AIR QUALITY REQUIREMENTS	LIONAKIS	11/7/2014	N/A
328	01 91 00	COMMISSIONING	LIONAKIS	11/7/2014	N/A
329		DIVISION 02 – EXISTING CONDITIONS			
330	02 30 00	SUBSURFACE INVESTIGATION	LIONAKIS	11/7/2014	N/A
331	02 32 00	SUBSURFACE DRILLING, SAMPLING & TESTING	LIONAKIS	11/7/2014	N/A
332		DIVISION 03 – CONCRETE			
333	03 11 00	CONCRETE FORMING	LIONAKIS	11/7/2014	N/A
334	03 20 00	CONCRETE REINFORCING	LIONAKIS	11/7/2014	N/A
335	03 30 00	CAST-IN-PLACE CONCRETE	LIONAKIS	11/7/2014	N/A
336		DIVISION 05 – METALS			
337	05 12 00	STRUCTURAL STEEL FRAMING	LIONAKIS	11/7/2014	N/A
338	05 31 00	STEEL DECKING	LIONAKIS	11/7/2014	N/A
339	05 40 00	COLD-FORMED METAL FRAMING	LIONAKIS	11/7/2014	N/A
340	05 50 00	METAL FABRICATIONS	LIONAKIS	11/7/2014	N/A
341	05 51 00	METAL STAIRS	LIONAKIS	11/7/2014	N/A
342	05 73 00	DECORATIVE METAL RAILINGS	LIONAKIS	11/7/2014	N/A

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343		DIVISION 06 – WOODS, PLASTICS, & COMPOSITES			
344	06 41 00	ARCHITECTURAL WOOD CASEWORK	LIONAKIS	11/7/2014	N/A
345	06 64 00	PLASTIC PANELING	LIONAKIS	11/7/2014	N/A
346		DIVISION 07 – THERMAL & MOISTURE PROTECTION			
347	07 13 26	SELF-ADHERING SHEET WATER PROOFING	LIONAKIS	11/7/2014	N/A
348	07 21 00	THERMAL INSULATION	LIONAKIS	11/7/2014	N/A
349	07 25 00	WEATHER BARRIERS	LIONAKIS	11/7/2014	N/A
350	07 26 50	VAPOR EMISSION CONTROL SYSTEM	LIONAKIS	11/7/2014	N/A
351	07 27 26	FLUID APPLIED MEMBRANE AIR BARRIERS	LIONAKIS	11/7/2014	N/A
352	07 41 00	METAL WALL PANELS	LIONAKIS	11/7/2014	N/A
353	07 41 13	METAL ROOF PANELS	LIONAKIS	11/7/2014	N/A
354	07 46 46	FIBER CEMENT SIDING	LIONAKIS	11/7/2014	N/A
355	07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING	LIONAKIS	11/7/2014	N/A
356	07 62 00	SHEET METAL FLASHING & TRIM	LIONAKIS	11/7/2014	N/A
357	07 84 00	FIRESTOPPING	LIONAKIS	11/7/2014	N/A
358	07 92 00	JOINT SEALANTS	LIONAKIS	11/7/2014	N/A
359		DIVISION 08 – OPENINGS			
360	08 11 13	HOLLOW METAL DOORS & FRAMES	LIONAKIS	11/7/2014	N/A
361	08 14 00	WOOD DOORS	LIONAKIS	11/7/2014	N/A
362	08 31 00	ACCESS DOORS & PANELS	LIONAKIS	11/7/2014	N/A
363	08 32 19	SLIDING WOOD-FRAMED GLAZED DOORS	LIONAKIS	11/7/2014	N/A
364	08 41 13	ALUMINUM FRAMED ENTRANCES & STOREFRONTS	LIONAKIS	11/7/2014	N/A
365	08 44 13	GLAZED ALUMINUM CURTAIN WALLS	LIONAKIS	11/7/2014	N/A
366	08 56 19	PASS WINDOWS	LIONAKIS	11/7/2014	N/A
367	08 71 00	DORR HARDWARE	LIONAKIS	11/7/2014	N/A
368	08 71 13	AUTOMATIC DOOR OPERATORS	LIONAKIS	11/7/2014	N/A
369	08 81 00	GLASS GLAZING	LIONAKIS	11/7/2014	N/A
370	08 90 50	FIELD TESTING OF GLAZED WALL SYSTEMS	LIONAKIS	11/7/2014	N/A
371	08 91 19	FIXED LOUVERS	LIONAKIS	11/7/2014	N/A
372		DIVISION 09 – FINISHES			
373	09 21 16.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES	LIONAKIS	11/7/2014	N/A
374	09 22 16	NON-STRUCTURAL METAL FRAMING	LIONAKIS	11/7/2014	N/A
375	09 22 26.23	METAL SUSPENSION SYSTEMS	LIONAKIS	11/7/2014	N/A
376	09 24 00	PORTLAND CEMENT PLASTERING	LIONAKIS	11/7/2014	N/A
377	09 29 00	GYPSUM BOARD	LIONAKIS	11/7/2014	N/A
378	09 30 00	TILING	LIONAKIS	11/7/2014	N/A
379	09 51 13	ACOUSTICAL PANEL CEILINGS	LIONAKIS	11/7/2014	N/A
380	09 54 33.13	ACOUSTICAL WOOD FINISH METAL PANEL CEILINGS	LIONAKIS	11/7/2014	N/A
381	09 65 00	RESILIENT FLOORING	LIONAKIS	11/7/2014	N/A
382	09 68 13	TILE CARPETING	LIONAKIS	11/7/2014	N/A
383	09 72 26	DIGITAL WALL COVERINGS	LIONAKIS	11/7/2014	N/A
384	09 81 00	ACOUSTIC INSULATION	LIONAKIS	11/7/2014	N/A
385	09 84 13	FIXED SOUND-ABSORPTIVE PANELS	LIONAKIS	11/7/2014	N/A
386	09 91 00	PAINTING	LIONAKIS	11/7/2014	N/A
387		DIVISION 10 – SPECIALTIES			
388	10 11 00	VISUAL DISPLAY SURFACES	LIONAKIS	11/7/2014	N/A
389	10 14 00	SIGNAGE	LIONAKIS	11/7/2014	N/A
390	10 21 13.26	STAINLESS STEEL TOILET COMPARTMENTS	LIONAKIS	11/7/2014	N/A
391	10 22 26.13	ACCORDION FOLDING PARTITIONS	LIONAKIS	11/7/2014	N/A
392	10 28 13	TOILET ACCESSORIES	LIONAKIS	11/7/2014	N/A
393	10 44 00	FIRE PROTECTION SPECIALTIES	LIONAKIS	11/7/2014	N/A
394	10 51 29	SOLID PHENOLIC LOCKERS	LIONAKIS	11/7/2014	12/8/2014
395	10 75 00	FLAGPOLES	LIONAKIS	11/7/2014	N/A
396	10 90 00	MISCELLANEOUS SPECIALTIES	LIONAKIS	11/7/2014	N/A
397		DIVISION 11 – EQUIPMENT	LIONAKIS	11/7/2014	N/A
398	11 12 00	PARKING CONTROL EQUIPMENT	LIONAKIS	11/7/2014	N/A
399	11 40 00	KITCHEN EQUIPMENT	LIONAKIS	11/7/2014	N/A
400		DIVISION 12 – FURNISHINGS			
401	12 24 13	ROLLER WINDOW SHADES	LIONAKIS	11/7/2014	N/A

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402	12 48 19	ENTRANCE GRATING SYSTEM	LIONAKIS	11/7/2014	N/A
403	12 93 00	SITE FURNISHINGS	LIONAKIS	11/7/2014	N/A
404		DIVISION 13 - SPECIAL CONSTRUCTION			
405	13 43 23.26	WALKWAY COVERS & GABLE SHADE STRUCTURES	LIONAKIS	11/7/2014	N/A
406		DIVISION 14 - CONVEYING EQUIPMENT			
407	14 24 00	HYDRAULIC PASSENGER ELEVATORS	LIONAKIS	11/7/2014	N/A
408		DIVISION 21 - FIRE SUPPRESSION			
409	21 00 00	FIRE SUPPRESSION BASIC REQUIREMENTS	LIONAKIS	11/7/2014	N/A
410	21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	LIONAKIS	11/7/2014	12/8/2015
411	21 13 00	FIRE SUPPRESSION SPRINKLER SYSTEMS	LIONAKIS	11/7/2014	12/8/2015
412		DIVISION 22 - PLUMBING			
413	22 00 00	PLUMBING BASIC REQUIREMENTS	LIONAKIS	11/7/2014	N/A
414	22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	LIONAKIS	11/7/2014	N/A
415	22 05 16	EXPANSION FITTINGS & LOOPS FOR PLUMBING PIPING	LIONAKIS	11/7/2014	N/A
416	22 05 19	PLUMBING DEVICES	LIONAKIS	11/7/2014	N/A
417	22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	LIONAKIS	11/7/2014	N/A
418	22 05 29	HANGERS & SUPPORTS FOR PLUMBING PIPING & EQUIPMENT	LIONAKIS	11/7/2014	N/A
419	22 05 48	VIBRATION & SEISMIC CONTROLS FOR PLUMBING PIPING & EQUIPMENT	LIONAKIS	11/7/2014	N/A
420	22 05 53	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	LIONAKIS	11/7/2014	N/A
421	22 05 93	TESTING, ADJUSTING, & BALANCING FOR PLUMBING	LIONAKIS	11/7/2014	N/A
422	22 07 00	PLUMBING INSULATION	LIONAKIS	11/7/2014	N/A
423	22 10 00	PLUMBING PIPING	LIONAKIS	11/7/2014	12/8/2015
424	22 30 00	PLUMBING EQUIPMENT	LIONAKIS	11/7/2014	N/A
425	22 30 10	SOLAR ENERGY PLUMBING SYSTEMS	LIONAKIS	11/7/2014	N/A
426	22 40 00	PLUMBING FIXTURES	LIONAKIS	11/7/2014	N/A
427		DIVISION 23 - HEATING, VENTILATING & AIR-CONDITIONING			
428	23 00 00	HEATING, VENTILATING, & AIR CONDITIONING BASIC REQUIREMENTS	LIONAKIS	11/7/2014	N/A
429	23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	LIONAKIS	11/7/2014	N/A
430	23 05 16	EXPANSION FITTING S & LOOPS FOR HVAC PIPING	LIONAKIS	11/7/2014	N/A
431	23 05 19	METERS & GAUGES FOR HVAC PIPING	LIONAKIS	11/7/2014	N/A
432	23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING	LIONAKIS	11/7/2014	N/A
433	23 05 29	HANGERS & SUPPORTS FOR HVAC PIPING.	LIONAKIS	11/7/2014	N/A
434	23 05 48	VIBRATION & SEISMIC CONTROLS FOR HVAC EQUIPMENT	LIONAKIS	11/7/2014	N/A
435	23 05 53	IDENTIFICATION FOR HVAC PIPING, DUTCHWORK & EQUIPMENT	LIONAKIS	11/7/2014	N/A
436	23 05 93	TESTING, ADJUSTIG, & BALANCING FOR HVAC	LIONAKIS	11/7/2014	N/A
437	23 07 00	HVAC INSULATION	LIONAKIS	11/7/2014	N/A
438	23 09 00	BUILDING AUTOMATION SYSTEM (BAS)	LIONAKIS	11/7/2014	12/8/2015
439	23 09 13	VARIABLE FREQUESNCY DRIVES	LIONAKIS	11/7/2014	N/A
440	23 11 23	FACILITY FUEL - NATURAL GAS PIPING & SYSTEMS	LIONAKIS	11/7/2014	N/A
441	23 21 13	HVAC PIPING	LIONAKIS	11/7/2014	N/A
442	23 21 16	HYDRONIC PIPING SPECIALTIES	LIONAKIS	11/7/2014	N/A
443	23 21 23	HYDRONIC PUMPS	LIONAKIS	11/7/2014	N/A
444	23 25 00	HVAC WATER TREATMENT	LIONAKIS	11/7/2014	N/A
445	23 31 00	HVAC DUCTS & CASINGS	LIONAKIS	11/7/2014	N/A
446	23 33 00	AIR DUCT ACCESSORIES	LIONAKIS	11/7/2014	N/A
447	23 34 00	HVAC FANS	LIONAKIS	11/7/2014	N/A
448	23 36 00	AIR TERMINAL UNITS	LIONAKIS	11/7/2014	N/A
449	23 37 00	AIR OUTLETS & INLETS	LIONAKIS	11/7/2014	N/A
450	23 51 00	BREECHINGS, CHIMNEYS & STACKS	LIONAKIS	11/7/2014	N/A
451	23 64 00	HEAT RECOVERY HEAT PUMP	LIONAKIS	11/7/2014	12/8/2014
452	23 73 23	CUSTOM CENTRAL STATION AIR-HANDLING UNITS	LIONAKIS	11/7/2014	N/A
453	23 81 26	SMALL SPLIT SYSTEM & UNITARY HVAC EQUIPMENT	LIONAKIS	11/7/2014	N/A
454	23 82 00	TERMINAL HEAT TRANSFER EQUIPMENT	LIONAKIS	11/7/2014	N/A
455	23 83 16	FLOOR RADIANT HYDRONIC PIPING	LIONAKIS	11/7/2014	N/A
456		DIVISION 26 - ELECTRICAL			
457	26 05 00	GENERAL REQUIREMENTS FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
458	26 05 19	LOW VOLTAGE WIRE & CABLES	LIONAKIS	11/7/2014	N/A
459	26 05 26	ELECTRICAL SYSTEM GROUNDING	LIONAKIS	11/7/2014	N/A
460	26 05 30	ROOFTOP CONDUIT SUPPORT FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A

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461	26 05 32	JUNCTION & PULL BOXES FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
462	26 05 33	RACEWAYS & FITTINGS FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
463	26 05 35	SURFACE METAL RACEWAY FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
464	26 05 43	UNDERGROUND DUCTS & RACEWAY FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
465	26 05 44	IN GRADE PULL BOXES FOR ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
466	26 05 73.10	ELECTRICAL POWER SYSTEM STUDIES	LIONAKIS	11/7/2014	N/A
467	26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS	LIONAKIS	11/7/2014	N/A
468	26 09 13	ELECTRICAL POWER MONITORING	LIONAKIS	11/7/2014	N/A
469	26 09 26	LIGHTING CONTROL PANELBOARDS	LIONAKIS	11/7/2014	N/A
470	26 09 27	DIGITAL LIGHTING CONTROL SYSTEM	LIONAKIS	11/7/2014	N/A
471	26 22 13	HIGH EFFICIENCY TRANSFORMERS	LIONAKIS	11/7/2014	N/A
472	26 24 13	SWITCHBOARDS	LIONAKIS	11/7/2014	N/A
473	26 24 16	PANELBOARD & DISTRIBUTION PANELS	LIONAKIS	11/7/2014	N/A
474	26 27 26	WIRING DEVICES	LIONAKIS	11/7/2014	N/A
475	26 28 16	CIRCUIT BREAKERS	LIONAKIS	11/7/2014	N/A
476	26 28 17	DISCONNECT SWITCHES	LIONAKIS	11/7/2014	N/A
477	26 31 00	PHOTOVOLTAIC SYSTEM	LIONAKIS	11/7/2014	N/A
478	26 50 00	LIGHTING	LIONAKIS	11/7/2014	N/A
479		DIVISION 27 - COMMUNICATIONS			
480	27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
481	27 05 26	GROUNDING & BONDING FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
482	27 05 29	HANGERS & SUPPORTS FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
483	27 05 33	CONDUITS & BACKBOXES FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
484	27 05 36	CABLE TRAYS FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
485	27 05 43	UNDERGROUND DUCTS & RACEWAYS FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
486	27 05 53	IDENTIFICATION FOR COMMUNICATIONS	LIONAKIS	11/7/2014	N/A
487	27 10 00	STRUCTURED CABLING	LIONAKIS	11/7/2014	N/A
488	27 11 13	COMMUNICATION ENTRANCE PROTECTIONS	LIONAKIS	11/7/2014	N/A
489	27 11 16	COMMUNICATIONS CABINETS, RACKS, GRAMES & ENCLOSURES	LIONAKIS	11/7/2014	12/8/2014
490	27 11 19	COMMUNICATIONS TERMINATION BLOCKS	LIONAKIS	11/7/2014	N/A
491	27 11 23	COMMUNICATIONS CABLE MANAGEMENT	LIONAKIS	11/7/2014	N/A
492	27 11 26	COMMUNICATIONS RACK MOUNTED POWER PROTECTION & POWER STRIPS	LIONAKIS	11/7/2014	N/A
493	27 13 00	COMMUNICATIONS INDOOR BACKBONE CABLING	LIONAKIS	11/7/2014	N/A
494	27 14 00	COMMUNICATIONS OUTSIDE PLANT BACKBONE CABLING	LIONAKIS	11/7/2014	N/A
495	27 15 00	COMMUNICATIONS HORIZONTAL CABLING	LIONAKIS	11/7/2014	N/A
496	27 32 26	RING-DOWN EMERGENCY TELEPHONES	LIONAKIS	11/7/2014	N/A
497	27 41 16	INTEGRATED AUDIO-VIDEO SYSTEMS & EQUIPMENT	LIONAKIS	11/7/2014	N/A
498		DIVISION 28 - ELECTRONIC SAFETY & SECURITY			
499	28 05 00	COMMON WORK RESULTS FOR ELECTRONIC SAFETY & SECURITY	LIONAKIS	11/7/2014	N/A
500	28 05 13	CONDUCTORS & CABLES FOR ELECTRONIC SECURITY	LIONAKIS	11/7/2014	N/A
501	28 05 28.32	JUNCTION & PULL BOXES FOR ELECTRONIC SAFETY & SECURITY	LIONAKIS	11/7/2014	N/A
502	28 05 28.33	RACEWAYS & FITTINGS FOR ELECTRONIC SAFETY & SECURITY	LIONAKIS	11/7/2014	N/A
503	28 05 43	UNDERGROUND DUCTS & RACEWAY FOR ELECTRONIC SAFETY & SECURITY	LIONAKIS	11/7/2014	N/A
504	28 05 44	IN GRADE PULL BOXES FOR ELECTRONIC SAFETY & SECURITY	LIONAKIS	11/7/2014	N/A
505	28 13 00	ACCESS CONTROL & ALARM SYSTEMS	LIONAKIS	11/7/2014	12/8/2014
506	28 16 19	INTRUSION DETECTION REMOTE DEVICES AND SENSORS	LIONAKIS	11/7/2014	N/A
507	28 23 00	VIDEO SURVEILLANCE	LIONAKIS	11/7/2014	N/A
508	28 31 00	FIRE DETECTION & ALARM	LIONAKIS	11/7/2014	N/A
509		DIVISION 31 - EARTHWORK			
510	31 20 00	EARTHWORK	LIONAKIS	11/7/2014	N/A
511	31 23 11	EXCAVATION, BACKFILL & RESTORATION	LIONAKIS	11/7/2014	N/A
512		DIVISION 32 - EXTERIOR IMPROVEMENTS			
513	32 12 16	ASPHALT CONCRETE PAVING	LIONAKIS	11/7/2014	N/A
514	32 13 16	DECORATIVE CONCRETE PAVING	LIONAKIS	11/7/2014	N/A
515	32 14 40.2	STONE PAVING	LIONAKIS	11/7/2014	N/A
516	32 16 13	CONCRETE CURBS, GUTTERS, & SIDEWALKS	LIONAKIS	11/7/2014	N/A
517	32 17 23	PAVEMENT MARKINGS & SIGNAGE	LIONAKIS	11/7/2014	N/A
518	32 17 26	TACTILE WARNING SURFACING	LIONAKIS	11/7/2014	N/A
519	32 31 13	CHAIN LINK FENCES	LIONAKIS	11/7/2014	N/A

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520	32 31 13.13	SLIDING CHAIN LINK GATES	LIONAKIS	11/7/2014	N/A
521	32 84 00	IRRIGATION SYSTEM	LIONAKIS	11/7/2014	N/A
522	32 92 19	SEEDING	LIONAKIS	11/7/2014	N/A
523	32 96 00	LANDSCAPE PLANTING	LIONAKIS	11/7/2014	N/A
524		DIVISION 33 - UTILITIES			
525	33 10 00	WATER-FIRE UTILITIES	LIONAKIS	11/7/2014	N/A
526	33 30 00	SANITARY SEWERAGE UTILITIES	LIONAKIS	11/7/2014	N/A
527	33 40 00	UNDERGROUND STORM DRAIN SYSTEM	LIONAKIS	11/7/2014	N/A
528					
529	ALL	FHDA EDUCATION CENTER - ADDENDUM #1	LIONAKIS	12/8/2014	N/A
530	ALL	FHDA EDUCATION CENTER - DSA DRAWINGS (SANTA CLARA COUNTY DEPT. OF ENVIRONMENT HEALTH - APPROVED)	LIONAKIS	11/21/2014	N/A
531	ALL	FHDA EDUCATION CENTER - BID SCOPE	C.W. DRIVER	11/20/2014	1/27/2015
▼ EARLY PACKAGE & ADDITIONAL DOCUMENTS					
532	ALL	EARLY PACKAGE - INNOVATION WAY IMPROVEMENTS DRAWINGS	LIONAKIS	9/19/2014	3/3/2014
533	ALL	EARLY PACKAGE - ON SITE CIVIL DRAWINGS	LIONAKIS	5/19/2014	N/A
534	C-1	EARLY PACKAGE - GRADING & DRAINAGE PLAN	LIONAKIS	9/22/2014	10/1/2014
535	C-4	EARLY PACKAGE - GRADING & DRAINAGE PLAN	LIONAKIS	9/29/2014	10/1/2014
536	C-11	EARLY PACKAGE - BUILDING PAD GRADING	LIONAKIS	5/19/2014	9/29/2014
537	T-101	EARLY PACKAGE - COMMUNICATIONS (TELECOM) SITE PLAN	LIONAKIS	5/19/2014	9/19/2014
538	01 42 00	EARLY PACKAGE - REFERENCES	LIONAKIS	8/22/2014	N/A
539	01 74 19	EARLY PACKAGE - CONSTRUCTION WASTE MANAGEMENT & DISPOSAL	LIONAKIS	8/22/2014	N/A
540	01 81 13	EARLY PACKAGE - SUSTAINABLE DESIGN REQUIREMENTS	LIONAKIS	8/22/2014	N/A
541	ALL	CITY STANDARD SPECIFICATIONS	SUNNYVALE	2006 EDIT.	APR, 2007
542	ALL	CITY TABLE OF CONTENTS	SUNNYVALE	2006 EDIT.	AUG, 2014
543	ALL	CITY SECTION A - STORM DRAINAGE & SANITARY SEWERS	SUNNYVALE	2006 EDIT.	JUL, 2014
544	ALL	CITY SECTION B - WATER	SUNNYVALE	2006 EDIT.	SEPT, 2014
545	ALL	CITY SECTION C - STREETS	SUNNYVALE	2006 EDIT.	APR, 2014
546	ALL	CITY SECTION D - ELECTROLIERS & ELECTRICAL	SUNNYVALE	2006 EDIT.	APR, 2013
547	ALL	CITY SECTION E - SIGNS, STRIPING & CHANNELIZATION	SUNNYVALE	2006 EDIT.	SEPT, 2007
548	ALL	CITY SECTIONS F & G - LANDSCAPING & MISC.	SUNNYVALE	2006 EDIT.	OCT, 2014
549	ALL	URS GEOTECHNICAL INVESTIGATION REPORT	URS	8/14/2014	N/A
550	ALL	URS SEISMIC HAZARD ANALSYES REPORT	URS	8/19/2014	N/A
551	ALL	EARLY PACKAGE - CIVIL EXISTING CONDITIONS SURVEY	BKF	3/31/2014	9/9/2014
552	C-5	FHDA EDUCATION CENTER SANITARY SEWER EXHIBIT	BKF	10/28/2014	11/6/2014
553	ALL	PG&E UNDERGROUND SERVICE (ENGINEERING & PLANNING)	PG&E	8/8/2014	8/26/2014
554	C-40	GAS COMPOSITE SKETCH (C40 SHEET) - 1070 INNOVATION WAY	PG&E	9/18/2014	N/A
555	C-40	GAS COMPOSITE SKETCH (C40 SHEET) - 1080 INNOVATION WAY	PG&E	9/18/2014	9/19/2014
556	ALL	FHDA EDUCATION CENTER - LOGISTICS PLAN	C.W. DRIVER	11/21/2014	N/A
▼ REQUEST FOR INFORMATION					
557	RFI-1	ADDED SANITARY SEWER SCOPE - EXISTING MANHOLE REMOVAL	C.W. DRIVER	11/5/2014	N/A
558	RFI-2	ROOF TYPES	C.W. DRIVER	11/26/2014	N/A
559	RFI-3	C-4 SITE WORK CLARIFICATIONS	C.W. DRIVER	12/8/2014	N/A
560	RFI-3.1	DEEPENED CURB AT BIOSWALES	C.W. DRIVER	12/23/2014	N/A
561	RFI-3.2	BIOSWALE CURBS & CONCRETE DRIVEWAYS	C.W. DRIVER	1/5/2015	N/A
562	RFI-4	FOOTING & CURB CLARIFICATIONS	C.W. DRIVER	12/3/2014	N/A
563	RFI-5	MECHANICAL CLARIFICATIONS	C.W. DRIVER	12/5/2014	N/A
564	RFI-6	LANDSCAPE LEGEND STIPPLED HATCH PATTERN	C.W. DRIVER	12/4/2014	N/A
565	RFI-7	FOOD SERVICE EQUIPMENT SCHEDULE	C.W. DRIVER	12/10/2014	N/A
566	RFI-8	ELECTRICAL FIXTURE & PG&E UTILITY CLARIFICATIONS	C.W. DRIVER	12/9/2014	N/A
567	RFI-9	PARKING LOT SPEED TABLES	C.W. DRIVER	12/11/2014	N/A
568	RFI-10	MOTORIZED SHADE CLARIFICATIONS	C.W. DRIVER	12/11/2014	N/A
569	RFI-11	MOW STRIP BUILDING EDGE TREATMENT DISCREPANCY	C.W. DRIVER	12/12/2014	N/A
570	RFI-12	ACOUSTICAL CLARIFICATIONS	C.W. DRIVER	12/22/2014	N/A
571	RFI-13	ACOUSTICAL CEILING TRANSITION TRIM SIZE	C.W. DRIVER	12/15/2014	N/A
572	RFI-14	R3 FIXTURE AT CL-4 CEILING SYSTEMS	C.W. DRIVER	12/18/2014	N/A
573	RFI-15	TILE CLARIFICATIONS	C.W. DRIVER	12/17/2014	N/A
574	RFI-16	MISC. MILLWORK CLARIFICATIONS	C.W. DRIVER	12/16/2014	N/A
575	RFI-16.1	AV CART DESIGNATIONS ON ARCHITECTURAL DRAWINGS	C.W. DRIVER	PENDING	N/A

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576	RFI-17	LEVEL 5 GYPSUM BOARD FINISH FOR ALL PAINTED SURFACES	C.W. DRIVER	12/16/2014	N/A
577	RFI-18	MISSING SPEC 09 80 00	C.W. DRIVER	12/18/2014	N/A
578	RFI-19	EXISTING CONDITIONS UTILITIES	C.W. DRIVER	1/5/2014	N/A
579	RFI-19.1	DEMOLITION OF (E) UTILITY LINES WITHIN VAULT #5 & #6	C.W. DRIVER	PENDING	N/A
580	RFI-20	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS)	C.W. DRIVER	1/8/2015	N/A
581	RFI-21	CURB BEHIND CITY SIDEWALK CLARIFICATION	C.W. DRIVER	1/23/2015	N/A
582	RFI-22	SANITARY SEWER LINE WORK (CO-1) IN CONFLICT W/ NASA MONUMENT	C.W. DRIVER	1/22/2015	N/A
583	RFI-23	STREET LIGHT FIXTURE Y3 SPECIFICATION CHANGE	C.W. DRIVER	1/26/2015	N/A
584	RFI-24	MISSING SPECIFICATION - SMARTMAXX DHW CONTROLLER	C.W. DRIVER	PENDING	N/A

End of Exhibit "A"

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CLARIFICATIONS & QUALIFICATIONS

Foothill-De Anza Community College District Sunnyvale Education Center – Building Construction Phase GMP
17 February 2015

The GMP amount and scope of work is summarized on the attached Building Construction Phase GMP Summary dated 17 February 2015, and further clarified in the following clarifications and qualifications.

The GMP amount of **\$23,098,148** is formulated as follows:

Contractor's Construction Services	\$1,004,924
Direct Cost of the Work	\$21,259,637
Overhead & Fee (2.34%)	\$520,991
Allowances	\$100,000
Contractor Stipulated Contingency (1%)	\$212,596
Total GMP	\$23,098,148

Notwithstanding anything to the contrary stated elsewhere in the Contract Documents, this Agreement and Exhibits thereto, the following clarifications and qualifications amend, modify, supersede, and otherwise take precedence over any related subject matter found elsewhere in the Contract Documents, this Agreement and Exhibits thereto.

The following lists the clarifications and qualifications to the Guaranteed Maximum Price (GMP) for the construction of the Foothill-De Anza Community College District Education Center "Building Construction Phase" in Sunnyvale, California.

I. GENERAL

- A. This GMP budget excludes all work, budget and cost (direct work, general conditions, fee & insurance) associated with the "Demolition Phase" and "Early Package Phase."
- B. The GMP budget is based on the Construction Documents included in Exhibit "A" entitled "Project Document Listing" dated 17 February 2015.
- C. GMP pricing is based on receiving a Notice to Proceed (NTP) from the District on or before 20 March 2015.
- D. Based on the Contract Documents, we anticipate the construction duration to be approximately thirteen (13) months beginning 20 March 2015 with a Substantial Completion of 20 April 2016. The GMP budget includes the attached overall project schedule entitled "Building Construction Phase Schedule" printed on 13 February 2015.
- E. GMP assumes that all jurisdictional inspections will be timely by the DSA submittal reviewers & field inspectors, and that partial inspections will be permitted.
- F. Contractor's prime bond is included in Contractor's Construction Services.
- G. The District shall furnish and pay for any bonds, liability insurance and/or fees required by DSA and all other Authorities Having Jurisdiction (AHJ) for all work on this Project. There is no allowance included in the GMP for these expenses.
- H. All agency and utility fees, installation costs by utility companies and contracts shall be paid for by the District. This includes, but is not limited to, PG&E, Comcast, AT&T and Santa Clara County Water. In order to support the Project Schedule, the District will timely execute service agreements and contracts with all utility companies. The GMP budget includes the cost for temporary construction power and water only.
- I. Site security is limited to a six (6) foot temporary chain-link perimeter fence. Two gates shall be provided and locked with padlocks when no work is taking place (off-hours) and Contractor is not present. No security monitoring, alarms, or guards have been included in the GMP budget.

2 - Lease Amendment

CLARIFICATIONS & QUALIFICATIONS

- J. The project SWPPP plan shall be maintained as described within the Construction Documents throughout the duration of DSA Package activities. Scheduling and implementation of all required water testing, BMP inspections are included.
- K. The GMP includes a specific allowance for “elevation enhancements”. Allowances are strictly a placeholder for a yet to be determined scope of work. Any portion of the allowance that is not used/exhausted shall be returned to the District. However, should the costs be determined to exceed an allowance, the Contractor shall be entitled to an increase of budget to cover the actual cost via Change Order.
- L. The following items are **excluded** from the GMP:
 - 1. Plan check fees, DSA fees, required bonds not already noted, and other governmental fees or assessments
 - 2. Street permits, bonds, entitlement fees, etc.
 - 3. Commissioning and/or environmental consultant costs
 - 4. Warranties greater than one (1) year unless specifically indicated in the Contract Documents
 - 5. Design & engineering fees, and errors & omissions insurance
 - 6. Fire / flood / earthquake insurance
 - 7. Costs for future DSA plan corrections
 - 8. Testing and inspection fees
 - 9. Dewatering due to groundwater
 - 10. Any work related to hazardous materials
 - 11. Schedule recovery for delays due to archaeology discoveries, and/or unforeseen below grade discoveries
- M. It is understood that this project shall ultimately obtain LEED certification. Contractor will provide waste management and disposal plan to comply with Specification 017419. Included shall be reports for all recyclable content to classify applicable LEED credits. Any requirements exceeding the above noted scope are excluded.
- N. GMP assumes that all utility easements will be in place in order for Contractor to complete the work included herein.
- O. Preconstruction services are performed under separate agreement.
- P. 3rd party commissioning is to be provided by the District; commissioning assistance will be provided by the Contractor.
- Q. LEED certification management / submittal is to be by the District. Contractor to provide assistance, applicable documentation, and appropriate construction procedures.
- R. Haul-off of existing stockpile is excluded. A rate of \$3/CY with an estimate of 13,000 CY remaining was identified with the Early Package.

II. TRADE-SPECIFIC

- A. SWPPP
 - 1. Provision of SWPPP management and documentation is included per municipal requirements. Weekly inspection reports and regular maintenance are included per municipal requirements.
 - 2. Provision of annual Storm Water Multiple Application and Report Tracking System (SMARTS) is included reporting per state municipal requirements.
- B. Interactive Web-Based Project Management Software
 - 1. Viewpoint for Project Collaboration (VPC) to be provided per specification section 01 31 25 “Web-Based Project Management System” and Prime Contract section 2.9.6 “Project Management System”. Purchase of any other or auxiliary software or systems is excluded.

2 - Lease Amendment

CLARIFICATIONS & QUALIFICATIONS

Foothill-De Anza Community College District Sunnyvale Education Center – Building Construction Phase GMP

C. Ceilings

1. CL2 ceiling at Stair 4 (Room 301) as indicated in "Room Finish Schedule" on sheet A-64I is excluded. This is in accordance with the response to RFI-14. Ceiling area at Stair 4 also has a callout "Open To Structure" on sheet A-122B.
2. CL2 ceiling in Classrooms 201 thru 209 are omitted; these shall be CL1 per response to RFI-12.

D. Painting

1. Provision and installation of digital wall coverings are included per section 09 72 26 "Digital Wall Coverings". Image designs for digital wall murals are to be provided by the District; custom ordering by the Contractor is included.

E. Folding Partitions

1. Acoustical field testing is not included in section 10 22 26.13 "Accordion Folding Partitions".
2. Per sheet notes and door schedule, door #101c is excluded in Classroom 101 on sheet A-111B and shall be provided in the future (cost not included).

F. Phenolic Lockers

1. Padlocks are not included per section 10 51 29 "Solid Phenolic Lockers", part 2.4(A)(1).

G. Food Service Equipment

1. Provision and installation of food service equipment is included per section 11 40 00 "Kitchen Equipment" and Equipment– Food Service "QF" sheets. Items noted "By Operator" or "By Vendor" in the Equipment List on QF111 have been excluded accordingly.
2. Seismic calculations are excluded (not shown or specified within the contract documents).

H. Elevator

1. No hall lanterns or hall position indicators are to be furnished per section 14 24 00 "Hydraulic Passenger Elevators", part 2.10(D & E).

I. Fire Protection

1. No sprinklers above ceilings and/or in non-combustible void spaces are included (not shown) per Fire Protection "FP" sheets.
2. Fire booster pump(s) are excluded (not shown in section 21 13 00 "Fire Suppression Sprinkler Systems").

J. Mechanical

1. Duct smoke detectors and smoke testing are excluded (not shown or specified within the contract documents).
2. Motor starters and disconnects not specifically furnished and installed by the factory as an integral part of the equipment are excluded, if not noted in the contract documents.

K. Electrical

1. Provision and installation of conduits (only) up to roof from electrical room for future PV system are included.
2. Provision and installation of any exit lighting fixtures not indicated in the electrical drawings are excluded.
3. Provision of televisions and mounting assemblies is excluded (not shown or specified in contract documents).
4. Provision and installation of (3) car charging stations (Chargepoint CT4021 is priced; no product specified in contract documents) are included per sheet E-002.
5. Provision and installation of (4) parking ticket dispensers (Venstation GC2 Parking Ticket Dispenser is priced; no product specified in contract documents) are included per sheet T-101. Server hosting, cellular service and transaction processing services are excluded (not shown or specified within the contract documents).

2 - Lease Amendment

CLARIFICATIONS & QUALIFICATIONS
Foothill-De Anza Community College District Sunnyvale Education Center – **Building Construction Phase GMP**

L. Asphalt Paving

- I. Demo & removal of the previously salvaged items listed below is included. Demo & removal of the salvaged consoles and countdown clock has been excluded. Retrofitting, testing and repair of the salvaged consoles and countdown clock are excluded.
 - a. Phone booth
 - b. Racquetball wood flooring
 - c. Vault doors & frames
 - d. Additional doors & frames (7)
 - e. Concrete panels (leftover from Alternate #1)
 - f. Turbine generator

M. Landscaping

- I. Tree removal and tree protection are excluded, unless specifically noted.

N. Site Utilities

- I. PG&E gas / electrical / joint utility provision and installation are excluded. To be by PG&E per Early Package pre-bid RFI agreement.

III. ALTERNATES (Not included in GMP. Amounts are approximate direct costs.)

1. Alternate #1 – AS114
 - a. \$22,200 - (8) monuments. *Costs for OFCI monument panel installation not included, to be calculated.
 - b. \$15,067 - Decomposed granite in lieu of mulch.
2. Extend Landscaping Maintenance from (12) Months to (24) Months
 - a. \$19,688
3. Value Engineering Items
 - a. Reference attached VE Log
 - b. Item #6 (Plumbing) – Deletion of requirement for epoxy coating of the cast iron soil pipe and fittings
 - i. -\$2,000
 - c. Item #8 (Plumbing) – Use of PVC in lieu of cast iron on underground sanitary waste and storm
 - i. -\$4,500
 - d. Item #12 (Site Concrete) – Replacement of Lithocrete with Aggretex Pedestrian Concrete Paving
 - i. -\$82,288
 - e. Item #17 (Roller Window Shades) – Omitting of “Room Darkening Side and/or Sill Channels” for black-out shades
 - i. -\$15,770
 - f. Item #18 (Recess Entry Mats) – Substitution of CS “Floorometry” 101 with CS PediTread-SA
 - i. -\$81,768

End of Clarifications & Qualifications

2 - Lease Amendment

C.W. Driver

BUILDERS SINCE 1919

DSA PACKAGE General Conditions & Requirements Summary 9 February 2015

Contractor's Construction Services

- Line 1* Project (CWD Staff)
- 13.4 months; (1) 100% Project Manager / Norman Yang, (1) 100% Project Engineer / Michael Butler, (1) 100% Superintendent / TBD
- Line 2* Temp Utilities
- On-site phones set-up, charges, mobile phones and internet
- Line 3* Direct Job Costs
- N/A
- Line 4* Temp Facilities
- (1) double-wide construction trailer & (1) single-wide IOR trailer, furniture, supplies, computers, copiers, postage/overnight, toilets, signage, water/coffee and safety equipment
 - Site protection/safety (outside subcontractor scope)
 - Temporary fencing & gates
 - Conex storage for materials and equipment
- Line 5* Misc. Project Costs
- Prime Bond
 - General Liability Insurance
- Line 6* Contractor's Main Office Staff
- Included in OH & Fee

Direct Cost of the Work

- Line 7* Project
- Independent surveyor
- Line s 8-9* – Direct Job Costs; Temp Facilities
- In Construction Services
- Line s 10-11* – Misc. Project Costs; Hoisting/Conveyance
- In Subcontractor Costs
- Line 12* Sub Bonds
- Line 13* General Requirements
- Equipment rental, operators, & tools
 - Power & water consumption
 - Quality control testing & inspection
- Line 14* Temporary Fencing
- 6' chain link construction fencing

2 - Lease Amendment

Line 15 Progressive Clean-up and Safety Labor

- Continuous composite cleaning
- Weather protection
- Safety labor
- Dumpsters

Line 16 SWPPP

- Weekly site inspections & reports
- Storm Water Multiple Application and Report Tracking System (SMARTS) reporting per state municipal requirements
- Maintenance as required

Line 17 Final Cleaning

Line 18 Indoor Air Quality Requirements

- HVAC protection
- LEED certification compliance & support

Line s 19-21 – Commissioning; Testing & Inspection; Hazardous Material Assessment/Remediation

- By District

Line 22-81 – Direct Cost of the Work under Subcontractors

End of summary

2 - Lease Amendment

Activity ID	Activity Name	DUR	Start	Finish	2016											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
140023 - Foothill DeAnza Educational Center Construction																
Project Milestones																
PM 1000	Notice to Proceed Non-DSA	0	04-Dec-14 A													
AI230	Notice to Proceed - DSA construction	0	20-Mar-15*													
PM 1010	Four Mat Slab Foundation	0		18-Jun-15												
PM 1100	Early Non-DSA Construction Complete	0		30-Jul-15												
PM 1020	Top Out Structural Steel	0		04-Sep-15												
PM 1060	Complete Slab On Grade	0		15-Oct-15												
PM 1080	Building Climatized	0		02-Mar-16												
PM 1050	Final Inspections Approved by AHJ's	0		07-Apr-16												
PM 1090	TCO (Substantial Completion)	0		20-Apr-16												
PM 1090	Certificate of Occupancy	0		18-May-16												
CD-1000	Construction Duration	453	05-Dec-14 A	18-May-16												
Construction Summary (Cal Days)																
AI220	Early Non-DSA Construction	137	08-Dec-14 A	30-Jul-15												
AI210	DSA Duration	426	20-Mar-15	18-May-16												
Project Buy Out																
Submittals																
Concrete, Structural/ Lightweight/ Site																
Conc 1000	Concrete submittals- mix designs etc. A/E approval	10	20-Mar-15	02-Apr-15												
Conc 1010	Mix design approval- DSA	15	03-Apr-15	23-Apr-15												
Rebar																
AI270	Rebar shops- A/E approval	8	20-Mar-15	31-Mar-15												
AI280	Rebar shops- DSA approval	10	01-Apr-15	14-Apr-15												
Structural Steel																
AI290	Struct. Steel Shops- draw and submit	30	11-Feb-15*	24-Mar-15												
AI300	Steel Shops- CWD review	10	25-Mar-15	07-Apr-15												
AI320	Steel Shops-search approval	15	08-Apr-15	28-Apr-15												
AI330	Steel Shops- contractor review	5	29-Apr-15	05-May-15												
AI310	Fab and deliver to site	54	06-May-15	22-Jul-15												
Framing / Drywall																
F&D 1090	Prepare, submit and A/E approval	15	03-Apr-15	23-Apr-15												
Electrical																
Sub-Elect 10	Prepare, submit and A/E approval	30	20-Mar-15	30-Apr-15												
Sub-Elect 11	DSA approval, switchgear released	30	01-May-15	12-Jun-15												
Mechanical / Wet / Dry Side																
Sub-Mech 10	Prepare, submit all equipment- A/E approval	30	20-Mar-15	30-Apr-15												
Sub-Mech 11	DSA approval	15	01-May-15	21-May-15												
Plumbing / Finishes																
Plumbing 11	Prepare, submit all equip/fixtures- A/E approval	20	10-Apr-15	07-May-15												
Plumbing 11	DSA approval	20	08-May-15	05-Jun-15												
Fire Sprinklers																
Sub-Fire 1090	Prepare, submit shops- A/E approval	15	20-Mar-15	09-Apr-15												
Sub-Fire 1100	DSA approval	30	10-Apr-15	21-May-15												
Sub-Fire 1110	State Fire Marshal approval	30	10-Apr-15	21-May-15												
Doors Frames & Hardware																
Door 1110	Prepare, submit- A/E approval	10	24-Apr-15	07-May-15												
Door 1120	DSA approval	15	08-May-15	29-May-15												
Elevator																
Elevator 1090	Prepare, submit- A/E approval	30	20-Mar-15	30-Apr-15												
Elevator 1100	DSA approval	60	01-May-15	27-Jul-15												

Foothill-DeAnza Community College District Educational Center Project Schedule 13-Feb-15

2 - Lease Amendment

Activity ID	Activity Name	DUR	Start	Finish	2016																					
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Glazing / Curtain Wall / Storefront																										
Glazing 1090	Prepare, submit shops/samples A/E approval	30	24-Apr-15	05-Jun-15																						
Glazing 1100	DSA approval	30	08-Jun-15	20-Jul-15																						
Exterior Finishes																										
Exc. 1130	Prepare, submit samples and info, A/E approval	30	24-Apr-15	05-Jun-15																						
Exc. 1140	DSA approval	30	08-Jun-15	20-Jul-15																						
Architectural Metals / Roof Panels																										
Roof 1110	Prepare, submit shops/samples A/E approval	30	20-Mar-15	30-Apr-15																						
Roof 1120	DSA approval	30	01-May-15	12-Jun-15																						
Flooring																										
Flooring 1110	Prepare, submit samples A/E approval	20	28-Jul-15	24-Aug-15																						
Flooring 1120	DSA approval	30	25-Aug-15	06-Oct-15																						
Restroom Partitions / Signage																										
Misc. Finisher	Prepare, submit shops/samples A/E approval	60	25-Aug-15	18-Nov-15																						
Misc. Finisher	DSA approval	30	19-Nov-15	05-Jan-16																						
Mock Ups																										
Mock Up 10	Exterior Skin	10	08-Jun-15	19-Jun-15																						
Mock Up 10	Window System- testing completed	15	08-Jun-15	26-Jun-15																						
EARLY PACKAGE (Non-DSA Construction)																										
SW-1340	Mobilization	3	04-Dec-14 A	09-Dec-14 A																						
SW-1240	Early Package Construction Duration	90	02-Feb-15 A	17-Jun-15																						
SW-1170	Early Package Substantial Completion	0		08-Jun-15																						
SW-1250	Punch Work	10	18-Jun-15	01-Jul-15																						
SW-1430	VA Power Online	0		30-Jul-15																						
Site Preparation & Earthwork (On-Site)																										
SW-1180	Trench 1003 for Abatement	4	08-Dec-14 A	12-Dec-14 A																						
SW-1200	1003 Foundation Abatement	12	12-Dec-14 A	19-Jan-15 A																						
SW-1190	Gross Removal of 1003 Footings	6	08-Jan-15 A	14-Jan-15 A																						
SW-1270	Over-Ex. compact east 1/3 of site	7	13-Jan-15 A	27-Jan-15 A																						
SW-1491	Piling as-builts - grading and surveying	15	16-Jan-15 A	29-Jan-15 A																						
SW-1260	Over-Ex. compact remaining 2/3 of site	12	19-Jan-15 A	26-Feb-15																						
SW-1210	Spread Surcharge at Building Pad	4	29-Jan-15 A	12-Feb-15																						
SW-1440	Install Erosion Control	1	11-Feb-15*	11-Feb-15																						
SW-1220	Surcharge Building Pad	60	13-Feb-15	13-Apr-15																						
SW-1450	Rough Grade Site	15	27-Feb-15*	19-Mar-15																						
SW-1280	Stockpile excess material	12	06-Mar-15	23-Mar-15																						
SW-1230	Surcharge Removal-site to +/- 2 ft. complete	6	14-Apr-15	21-Apr-15																						
SW-1231	Survey building, pad certification	1	21-Apr-15	21-Apr-15																						
Utilities																										
SW-1090	Sewer line Change order approval	60	06-Nov-14 A	25-Feb-15																						
SW-1060	Sewer- temp line and pumps-all connections	5	26-Feb-15	04-Mar-15																						
SW-1061	Remove old sewer and manholes	5	05-Mar-15	11-Mar-15																						
SW-1062	Install new sewer- all pipe, manholes and connect	10	12-Mar-15	25-Mar-15																						
SW-1070	Site storm drain pipe and connect to existing (4)	15	20-Mar-15	09-Apr-15																						
SW-1040	Fire water- yard hydrants and all piping	8	10-Apr-15	21-Apr-15																						
SW-1050	Domestic Water- Bldg to building	4	22-Apr-15	27-Apr-15																						
SW-1020	PG&E joint trench-VA gas and electric service	30	22-Apr-15	03-Jun-15																						
SW-1030	Gas service to PHDA	10	20-May-15	03-Jun-15																						
SW-1021	Electrical to transformer @ PHDA	10	04-Jun-15	17-Jun-15																						
SW-1110	PG&E Energization Lead Time	35	04-Jun-15	23-Jul-15																						
SW-1080	PG&E Electrical Service to PHDA	30	18-Jun-15	30-Jul-15																						
SW-1100	PG&E Telephone / Data/Fiber to building	5	24-Jul-15	30-Jul-15																						
SW-1420	VA Power Energization (PG&E)	5	24-Jul-15	30-Jul-15																						

Foothill-DeAnza Community College District Educational Center Project Schedule 13-Feb-15

2 - Lease Amendment

Activity ID	Activity Name	DUR	Start	Finish	2015												2016											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
FndStruct 1	Install Deck Edging and Closures	4	04-Sep-15	10-Sep-15																								
FndStruct 1	Strip Forms at Grade Beams	2	08-Sep-15	09-Sep-15																								
FndStruct 1	Install 3rd level Decking	4	08-Sep-15	11-Sep-15																								
FndStruct 12	Rebar for 2nd level deck	5	09-Sep-15	15-Sep-15																								
FndStruct 1	Install Engineered Fill Above Mat Foundation	8	10-Sep-15	21-Sep-15																								
FndStruct 1	MEP rough/blockouts at roof deck	3	14-Sep-15	16-Sep-15																								
FndStruct 1	Form, place and finish h/c pads / deck / curbs @ roof	5	14-Sep-15	18-Sep-15																								
FndStruct 1	High roof wall framing-wrap and deutz	20	14-Sep-15	09-Oct-15																								
FndStruct 1	Install Under Slab Fire Water	3	16-Sep-15	18-Sep-15																								
FndStruct 1	Place and finish 2nd level deck and all stairs	3	16-Sep-15	18-Sep-15																								
FndStruct 1	Form for SOG	5	16-Sep-15	29-Sep-15																								
FndStruct 1	Install Under Slab Plumbing rough-in	10	16-Sep-15	24-Sep-15																								
FndStruct 1	Install Under Slab Electrical and Data	2	23-Sep-15	02-Oct-15																								
FndStruct 1	Install 1/2 inch board as required	6	25-Sep-15	06-Oct-15																								
FndStruct 1	Install Vapor Barrier	2	05-Oct-15	06-Oct-15																								
FndStruct 1	Install Rebar and Embeds for SOG	5	07-Oct-15	13-Oct-15																								
FndStruct 1	TPO roofing-insulation, board and membrane	7	12-Oct-15	20-Oct-15																								
FndStruct 1	Place and finish SOG	2	14-Oct-15	15-Oct-15																								
FndStruct 1	Scaffold west and north elevations	3	16-Oct-15	20-Oct-15																								
FndStruct 1	Install All Clips for Interior / Exterior Walls	6	16-Oct-15	23-Oct-15																								
FndStruct 1	Standing seam roof	15	21-Oct-15	19-Nov-15																								
FndStruct 1	Frame Ext. Walls-wrap and dens-N & W elev.	20	21-Oct-15	18-Nov-15																								
FndStruct 1	Scaffold east and south elevations	3	28-Oct-15	30-Oct-15																								
FndStruct 1	Frame Ext. Walls-wrap and dens-S & E elev.	15	19-Nov-15	11-Dec-15																								
FndStruct 1	TPO - all parapet / drain details complete	5	14-Dec-15	18-Dec-15																								
1st Floor Interior																												
1st Fr 1170	Layout all walls	3	19-Nov-15	23-Nov-15																								
1st Fr 1160	sprinkler overhead rough-in, r/c, riser and mains	10	19-Nov-15	04-Dec-15																								
1st Fr 1000	Frame walls- backing, blocking-all box outs for MEP	15	24-Nov-15	16-Dec-15																								
1st Fr 1050	MEP overhead rough in, AV, comm, FA and security	12	07-Dec-15	22-Dec-15																								
1st Fr 1005	Install Door Frames	3	08-Dec-15	10-Dec-15																								
1st Fr 1040	MEP wall rough-in, incl. AV, comm, FA and security	10	17-Dec-15	31-Dec-15																								
1st Fr 1100	Single Side Drywall / insulation	8	21-Dec-15	31-Dec-15																								
1st Fr 1125	Hard lid and soffit framing	5	23-Dec-15	30-Dec-15																								
1st Fr 1200	Inspect ceilings and walls to close up	2	04-Jan-16	05-Jan-16																								
1st Fr 1110	Install and pipe mech rm. equipment	20	04-Jan-16	29-Jan-16																								
1st Fr 1370	2nd side walls and close hard lid	12	06-Jan-16	21-Jan-16																								
1st Fr 1230	Install Tile in Restrooms	5	22-Jan-16	28-Jan-16																								
1st Fr 1130	Tape and Finish Walls and ceilings	15	22-Jan-16	11-Feb-16																								
1st Fr 1210	Primer and 1st Coat wall / Ceilings	5	12-Feb-16	18-Feb-16																								
1st Fr 1320	Set Plumbing Finish	5	12-Feb-16	18-Feb-16																								
1st Fr 1220	Install Millwork	4	17-Feb-16	22-Feb-16																								
1st Fr 1240	Install Bathroom Accessories	3	19-Feb-16	23-Feb-16																								
1st Fr 1260	Ceiling wires, wall angles, grid and MEP seismic	10	19-Feb-16	03-Mar-16																								
1st Fr 1270	Data rm- sleeves, racks and cable trays	10	19-Feb-16	03-Mar-16																								
1st Fr 1390	Install all railing at stairs and atrium	15	19-Feb-16	10-Mar-16																								
1st Fr 1250	Paint 2nd Coat on Walls/ Ceilings	4	04-Mar-16	09-Mar-16																								
1st Fr 1280	Install MEP Finish in Suspended Ceiling	5	04-Mar-16	10-Mar-16																								
1st Fr 1380	Install Accordion Doors	9	04-Mar-16	16-Mar-16																								
1st Fr 1350	Install Interior Signage	2	10-Mar-16	11-Mar-16																								
1st Fr 1320	Hang Doors and Hardware	3	10-Mar-16	14-Mar-16																								
1st Fr 1340	Elect. wall trim-incl AV/FA sec and comm.	5	10-Mar-16	16-Mar-16																								
1st Fr 1290	Final Above Ceiling Inspections to Close Up	2	11-Mar-16	14-Mar-16																								
1st Fr 1300	Install Acoustical Ceiling Tiles	4	17-Mar-16	22-Mar-16																								

Foothill-DeAnza Community College District Educational Center Project Schedule 13-Feb-15

2 - Lease Amendment

Activity ID	Activity Name	DUR	Start	Finish	2015												2016											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
Exterior South Elevation																												
Ext. South 1	Install Exterior Lath & C / E Metal	7	14-Dec-15	22-Dec-15																								
Ext. South 1	Install HM Door Frames	1	23-Dec-15	23-Dec-15																								
Ext. South 1	Install Flashing's at Window and Louver Opening	3	24-Dec-15	30-Dec-15																								
Ext. South 1	Lath Inspection	1	30-Dec-15	30-Dec-15																								
Ext. South 1	Install Scratch Coat	3	31-Dec-15	05-Jan-16																								
Ext. South 1	Install Brown Coat	4	06-Jan-16	11-Jan-16																								
Ext. South 1	Install Hollow Metal Doors	1	08-Jan-16	08-Jan-16																								
Ext. South 1	Install Louvers	1	08-Jan-16	08-Jan-16																								
Ext. South 1	Install Windows/ Store Front Doors	5	08-Jan-16	14-Jan-16																								
Ext. South 1	Install Architectural Metal	3	11-Jan-16	13-Jan-16																								
Ext. South 1	Exterior Paint	2	14-Jan-16	15-Jan-16																								
Ext. South 1	Install Fiber Cement Panels	8	15-Jan-16	26-Jan-16																								
Ext. South 1	Final Color Coat	2	21-Jan-16	22-Jan-16																								
Ext. South 1	Install Curtain Wall System	7	22-Jan-16	04-Feb-16																								
Exterior East Elevation																												
Ext. East 1110	Install Exterior Lath & C / E Metal	5	14-Dec-15	18-Dec-15																								
Ext. East 1130	Install Flashing's at Window and Louver Opening	2	21-Dec-15	22-Dec-15																								
Ext. East 1150	Lath Inspection	1	23-Dec-15	23-Dec-15																								
Ext. East 1160	Install Scratch Coat	3	24-Dec-15	29-Dec-15																								
Ext. East 1240	Install Curtain Wall System	5	24-Dec-15	31-Dec-15																								
Ext. East 1270	Install Architectural Metal	10	24-Dec-15	08-Jan-16																								
Ext. East 1170	Install Brown Coat	3	30-Dec-15	04-Jan-16																								
Ext. East 1190	Install Windows/ Store Front Doors	4	05-Jan-16	08-Jan-16																								
Ext. East 1280	Install Building Signage	2	07-Jan-16	08-Jan-16																								
Ext. East 1220	Final Color Coat	2	11-Jan-16	12-Jan-16																								
Ext. East 1210	Exterior Paint	2	13-Jan-16	14-Jan-16																								
Exterior North Elevation																												
Ext. North 1	Install Exterior Lath & C / E Metal	7	19-Nov-15	01-Dec-15																								
Ext. North 1	Install HM Door Frames	1	01-Dec-15	01-Dec-15																								
Ext. North 1	Install Flashing's at Window and Louver Opening	3	02-Dec-15	04-Dec-15																								
Ext. North 1	Lath Inspection	1	07-Dec-15	07-Dec-15																								
Ext. North 1	Install Scratch Coat	3	08-Dec-15	10-Dec-15																								
Ext. North 1	Install Brown Coat	4	11-Dec-15	16-Dec-15																								
Ext. North 1	Install Hollow Metal Doors	1	17-Dec-15	17-Dec-15																								
Ext. North 1	Install Metal Panel Siding	4	17-Dec-15	22-Dec-15																								
Ext. North 1	Install Windows/ Store Front Doors	6	17-Dec-15	24-Dec-15																								
Ext. North 1	Install Louvers	1	28-Dec-15	28-Dec-15																								
Ext. North 1	Final Color Coat	2	29-Dec-15	30-Dec-15																								
Ext. North 1	Remove north and west el. scaffolding	1	31-Dec-15	31-Dec-15																								
Ext. North 1	Install Architectural Metal	3	11-Jan-16	13-Jan-16																								
Ext. North 1	Exterior Paint	2	14-Jan-16	15-Jan-16																								
Site Improvements																												
Site 1021	Site Survey	2	14-Dec-15	15-Dec-15																								
Site 1020	Finish Grade On Site	4	16-Dec-15	21-Dec-15																								
Site 1040	Export all remaining spoils	5	16-Dec-15	22-Dec-15																								
Site 1030	Curb cuts and layout	10	23-Dec-15	07-Jan-16																								
Site 1034	Site electrical rough-lights and devices-incl. low voltage	15	23-Dec-15	14-Jan-16																								
Site 1033	Irrigation sleeves as required	5	08-Jan-16	14-Jan-16																								
Site 1031	Place and finish all building and PK lot curbs	15	15-Jan-16	04-Feb-16																								
Site 1032	Place and finish grey sidewalks in PK lot	6	05-Feb-16	12-Feb-16																								
Site 1035	Install all bio-retention areas	20	05-Feb-16	03-Mar-16																								
Site 1045	Shade Structure assembly	20	05-Feb-16	03-Mar-16																								

Foothill-DeAnza Community College District
 Educational Center
 Project Schedule 13-Feb-15

2 - Lease Amendment

EXHIBIT "B2"

DESCRIPTION of SITE

Site Plan

The real property leased to the Contractor for construction of the Project is indicated on the attached Supplemental Plat of the Onizuka Air Force Station Tract prepared by the U.S. Bureau of Land Management, dated November 3, 2011.

Demolition Phase Site

During the Demolition Phase of the Project, the site consists of the District's Parcel C; parcels A and B, owned by the Veterans Administration (VA); and parcels D and E, owned by the City of Sunnyvale (City). The District has entered into a Memorandum of Agreement with the VA and a separate Memorandum of Agreement with the City to provide for demolition activities and limited construction activities on their parcels.

Early Site Work and Building Construction Phase Site

During the Early Site Work Phase the site consists of Parcels A, B, C, D and E until Early Phase work on those Parcels is complete. During the Building Construction Phase (which may run concurrently with completion of the Early Site Work Phase), the site consists of Parcels C, D and E until remaining demolition activities are completed on Parcels D and E. The site consists solely of Parcel C upon completion of that work on Parcels D and E.

END OF EXHIBIT "B2"

2 - Lease Amendment

EXHIBIT "C" LEASE PAYMENT SCHEDULE BUILDING CONSTRUCTION PHASE

The District shall make Lease Payments for the Facilities Lease in conformance with and subject to the terms and conditions for Progress Payments and Final Payment for each Project Phase as set forth in the Construction Provisions.

The total amount of Lease Payments for each Project Phase shall not exceed the sum of the Guaranteed Maximum Price for each Phase and the cost of Extra Work and Changes made in accordance with the Construction Provisions.

The Guaranteed Maximum Price for each Project Phase and the Guaranteed Maximum Price for all Project Phases is summarized below.

Retention held in accordance with Construction Provisions Article 9.3 will be released to the Contractor by the District upon completion of each Construction Phase.

PRICE SUMMARY

PROJECT PHASE	GUARANTEED MAXIMUM PRICE	STATUS
A DEMOLITION	\$3,744,150	GMP approved 7/1/13
Change Order 1	(\$123,455)	
B EARLY SITE WORK	\$2,634,288	GMP approved 11/3/14
Change Order 1	\$226,234	
C BUILDING CONSTRUCTION	\$23,098,148	GMP approved 3/2/15
D TOTAL A+B+C	\$29,579,365	Project GMP

The following documents are attached and are incorporated in this Exhibit "C":

DSA Package Guaranteed Maximum Price Summary Sheet, dated February 17, 2015

2 - Lease Amendment

DSA PACKAGE GMP SUMMARY

17 February 2015

Seq	Description	Notes	Early Package		DSA Package
			A	B	
			Total		
			A + B	A	B
Contractor's Construction Services					
1	Project (CWD Staff)		841,930	213,555	628,375
2	Temp Utilities		15,265	1,812	13,453
3	Direct Job Costs	Included	0	0	0
4	Temp Facilities (Site Office/Sanitation/Etc.)		128,456	15,298	113,158
5	Misc. Project Costs (Contractor's Bond, Insurance & Builders Risk)		287,000	37,062	249,938
6	Contractor's Main Office Staff	In OH & Fee	0	0	0
Subtotal			1,272,651	267,727	1,004,924
Direct Cost of the Work					
7	Project (Independent Surveyor)		47,880	14,280	33,600
8	Direct Job Costs	in General Requirements	0	0	0
9	Temp Facilities (fence/railings/safety/storage)	in General Requirements	0	0	0
10	Misc. Project Costs	In Subs Below	0	0	0
11	Hoisting/Conveyance	In Subs Below	0	0	0
12	Sub Bonds		312,045	0	312,045
13	General Requirements		152,852	40,432	112,420
14	Temporary Fencing		21,368	0	21,368
15	Progressive Cleanup and Safety Labor		107,933	0	107,933
16	SWPPP	Early Package in DSA Package	98,182	0	98,182
17	Final Cleaning		48,572	0	48,572
18	Indoor Air Quality Requirements		15,500	0	15,500
19	Commissioning	By Owner	0	0	0
20	Testing and Inspection	By Owner	0	0	0
21	Hazardous Material Assessment/Remediation	By Owner	0	0	0
22	Concrete Reinforcing	See Cast in Place	0	0	0
23	Cast-In-Place Concrete		1,770,764	0	1,770,764
24	Concrete Finishing	See Cast in Place	0	0	0
25	Concrete Unit Masonry	NIC	0	0	0
26	Structural Steel Framing		1,530,000	0	1,530,000
27	Steel Decking		189,660	0	189,660
28	Metal Fabrications		728,773	0	728,773
29	Metal Stairs	See Metal Fabrications	0	0	0
30	Decorative Metal	See Metal Fabrications	0	0	0
31	Architectural Wood Casework		463,180	0	463,180
32	Self-Adhering Sheet Waterproofing	See Metal Stud Framing	0	0	0
33	Thermal Insulation	See Metal Stud Framing	0	0	0
34	Metal Soffit Panels		562,492	0	562,492
35	Metal Roof Panels	See Metal Soffit Panels	0	0	0
36	Metal Wall Panels	See Metal Soffit Panels	0	0	0
37	Fiber Cement Siding	See Metal Stud Framing	0	0	0
38	Thermoplastic Roofing		206,782	0	206,782
39	Sheet Metal Flashing and Trim	See Metal Soffit Panels	0	0	0
40	Joint Sealants	Sub Trades	0	0	0
41	Doors, Frames and Hardware		228,587	0	228,587
42	Access Doors and Panels	Sub Trades	0	0	0
43	Specialty doors	See Aluminum Framed Entrances	0	0	0
44	Aluminum Framed Entrances and Storefronts		1,248,937	0	1,248,937
45	Metal Stud Framing, Gypsum Board and Plastering		2,478,748	0	2,478,748
46	Tiling		307,335	0	307,335
47	Acoustical Panel Ceilings		543,401	0	543,401
48	Resilient Flooring		353,894	0	353,894
49	Tile Carpeting	See Resilient Flooring	0	0	0
50	Digital Wall Coverings	See Painting	0	0	0
51	Painting and Wallcoverings		133,180	0	133,180
52	Visual Display Surfaces		38,490	0	38,490
53	Signage		74,294	0	74,294
54	Folding Panel Partitions		51,585	0	51,585
55	Toilet Partitions and Accessories		31,680	0	31,680
56	Fire Protection Specialties		1,540	0	1,540
57	Lockers		7,297	0	7,297

2 - Lease Amendment

DSA PACKAGE GMP SUMMARY

17 February 2015

Seq	Description	Notes	Early Package		DSA Package
			Total A + B	A	B
58	Flagpoles		9,327	0	9,327
59	Corner Guards	NIC	0	0	0
60	TV Monitor Mounts	See Electrical	0	0	0
61	Parking Control Equipment	See Electrical	0	0	0
62	Food Service Equipment		153,567	0	153,567
63	Electric Projection Screens	See Electrical	0	0	0
64	Roller Window Shades		137,250	0	137,250
65	Entrance Grating System		128,355	0	128,355
66	Site Furnishings		24,300	0	24,300
67	Electric Traction Passenger Elevators		82,500	0	82,500
68	Fire-Suppression Systems		221,312	0	221,312
69	Plumbing		520,414	0	520,414
70	HVAC		2,464,620	0	2,464,620
71	Electrical		3,277,159	0	3,277,159
72	Communication Systems	See Electrical	0	0	0
73	Electronic Safety and Security	See Electrical	0	0	0
74	Site Clearing/Earthwork		557,676	557,676	0
75	Asphalt Paving		652,875	174,800	478,075
76	Concrete Curbs, Gutters, and Sidewalks		951,776	117,632	834,144
77	Pavement Markings and Signage	See Asphalt	0	0	0
78	Landscape Planting and Irrigation		1,078,759	0	1,078,759
79	Site Utilities		953,232	803,616	149,616
80	Site Electrical	See Electrical	359,104	359,104	0
81	Abatement (1003 Foundations)		125,765	125,765	0
			0		
	Subtotal		23,452,942	2,193,304	21,259,637
	Allowances				
82	Allowance #1: Unforeseen Conditions		100,000	100,000	0
83	Allowance #2: Elevation Enhancements		100,000	0	100,000
	Subtotal		200,000	100,000	100,000
84	Contractor Stipulated Contingency (Direct Work Only)	1.00%	234,529	21,933	212,596
85	Owner Contingency	Excluded			
86	Design Contingency (5.00%)	Excluded	0	0	0
87	Escalation to Mid-Point of Construction (6.3%)	Excluded	0	0	0
88	Sub Bonds	Included in Direct Cost			
89	Preconstruction	Excluded			
90	General Conditions	Included Line 1-6			
91	Permits & Special Insurance	Excluded			
92	City Tax	Excluded			
93	Liability Insurance	Included Line 5			
94	Overhead & Fee (Excluded on Allowance)	2.34%	572,314	51,323	520,991
95	Prime Bond	Included Line 5			
	Total GMP		25,732,436	2,634,288	23,098,148
	VA Work (To Be Submitted)		76,325	76,325	
	GMP Less VA Work		25,656,111	2,557,963	23,098,148

2 - Lease Amendment

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

EXHIBIT D2 - SPECIAL PROVISIONS BUILDING CONSTRUCTION PHASE

1. **Application of Special Provisions.** These Special Provisions are a part of the Contract Documents for the Work. These Special Provisions shall control over the Construction Provisions.

2. **Lease Leaseback Provisions.** The following information supplements the Construction Provisions Articles referenced:
 - 2.4.1 **GMP.** The Guaranteed Maximum Price shall be as stated in Exhibit "C", Lease and Payment Schedule.

 - 2.7.1 **Contractor's Contingency Fund.** The Contractor's Contingency Fund shall be: \$212,596.

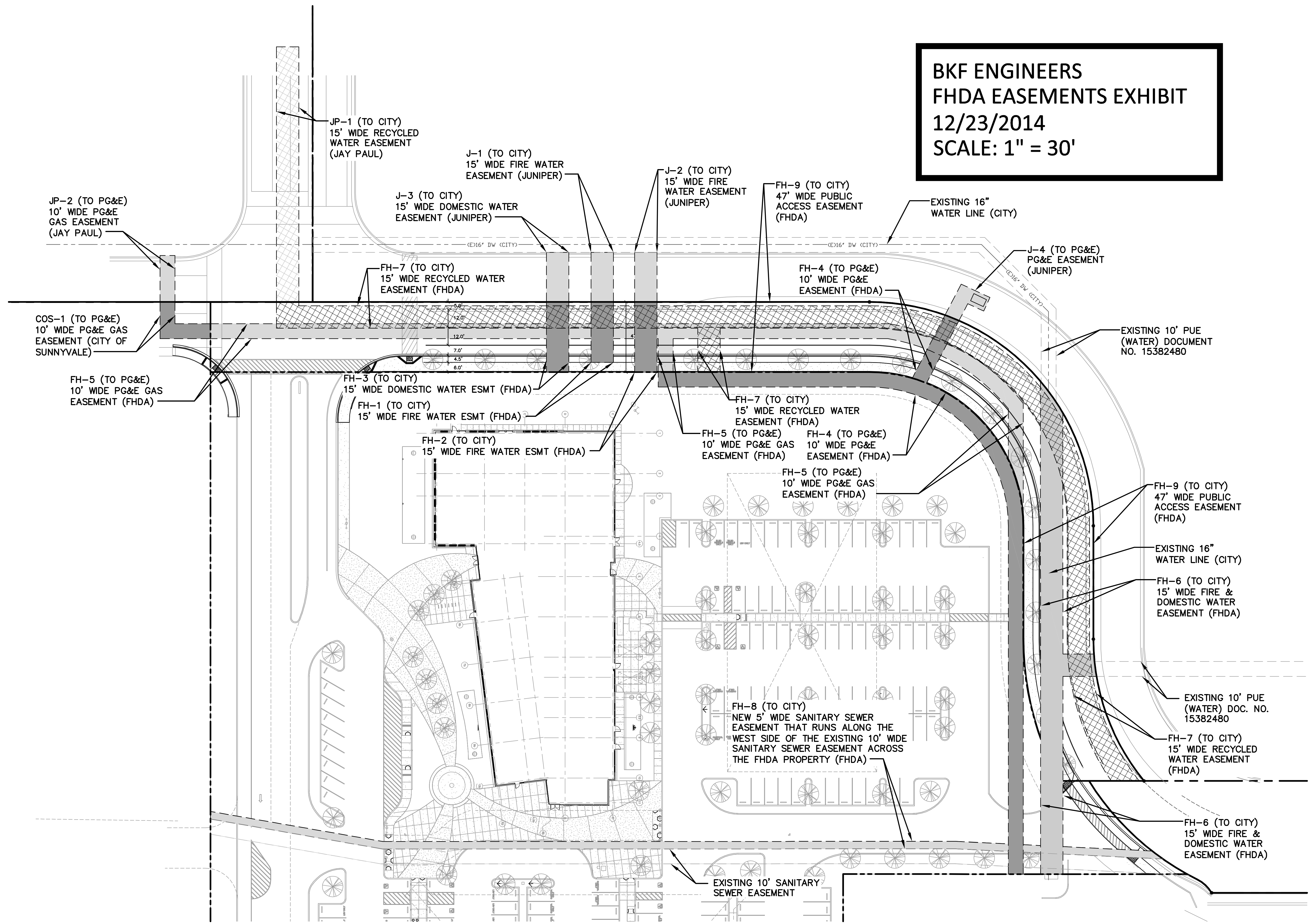
 - 2.11 **Time of Completion of Construction Services.**
Substantial Completion shall be achieved within 397 calendar days after Notice to Proceed.
Final Completion shall be achieved within 425 calendar days after Notice to Proceed.

 - 2.12 **Liquidated Damages.**
Substantial Completion: \$2,000 per calendar day.

END OF SPECIAL PROVISIONS

3 - FHDA Easements Exhibit

BKF ENGINEERS
FHDA EASEMENTS EXHIBIT
12/23/2014
SCALE: 1" = 30'



4 - City of Sunnyvale Sanitary Sewer Easement

11/3/2015

Foothill-De Anza Community College District:

As provided under the first and second conditions subsequent of your deed from the United States of America, authorization is herewith provided electronically for Foothill-De Anza Community College District to grant unto the City of Sunnyvale an Easement Deed for the construction, reconstruction, operation, repair, maintenance, replacement, relocation and enlargement of sanitary sewer facilities in, through, over, across, beneath and upon the property legally described in the attachment to your e-mail dated November 2, 2015. This authorization is granted upon condition that your final easement shall be subject and subordinate to the terms and conditions of the deed from the U.S. Department of Education, including but not limited to condition subsequent number two of the deed.

Should there be any questions, please feel free to contact me.

Barbara L. Shawyer

Real Property Specialist
Federal Real Property Assistance Program
U.S. Department of Education
L-OM-2-2C115
400 Maryland Avenue, SW
Washington, DC 20202
(202) 401-0044

Leadership requires the courage to admit mistakes and doubts, to listen and learn from others. – R.L. Daft

Copy and paste this link into the Chrome web browser to provide your feedback on FRPB service - [FRPB Customer Service Survey](#). Thank you!

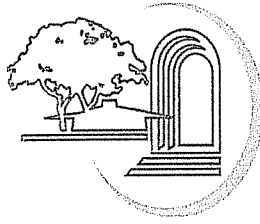
From: Art Heinrich [mailto:heinrichart@fhda.edu]
Sent: Monday, November 02, 2015 3:54 PM
To: Shawyer, Barbara
Cc: Steven Kitchen
Subject: RE: Sunnyvale / FHDA - SS Easement

Barbara -- Among the easements that we need to grant for utilities is a widening of the existing sanitary sewer easement that runs through the parcel. Please see the attached letter requesting consent to grant the easement.

Please let me know if you have any questions. Thank you.

Art Heinrich, Architect
Director, Bond Project Management
Foothill - De Anza Community College District
(650) 949-6295

4 - City of Sunnyvale Sanitary Sewer Easement



**FOOTHILL-DE ANZA
Community College District**

**12345 El Monte Road
Los Altos Hills, CA 94022**

November 2, 2015

Ms. Barbara Sawyer
Federal Real Property Division
United States Department of Education
400 Maryland Avenue S.W.
Washington, DC 20202-4500

Re: Foothill – De Anza Community College District
Sanitary Sewer Easement at former Onizuka Air Force Station

Dear Ms. Sawyer:

As you know, development of the District's parcel requires granting easements for utilities across the site.

An existing ten foot wide easement for a City of Sunnyvale sanitary sewer passes through the site in a generally north-south direction. The City has requested that the easement width be increased to fifteen feet, to be consistent with the current City standard and to provide sufficient width to repair or replace the sanitary sewer line should it ever become necessary.

It is in the City and District's common interest to provide sufficient access to the sanitary sewer and the project has been designed to accommodate its increased width. Attached is the completed deed granting an easement to the City for the additional five foot width.

Please confirm the Department of Education's consent.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Kitchen', is written over a horizontal line.

Steve Kitchen
Executive Director, Facilities and Operations

4 - City of Sunnyvale Sanitary Sewer Easement

RECORDING REQUESTED BY

NAME: City of Sunnyvale

WHEN RECORDED MAIL TO:

NAME: City of Sunnyvale/Engineering Division

ADDRESS: P.O. Box 3707

CITY/STATE/ZIP: Sunnyvale, CA 94088-3707

**CONFORMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER**

Doc#: 23084650
9/18/2015 10:04 AM

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

RECORD WITHOUT FEE UNDER
GOVERNMENT CODE SECTION 6103

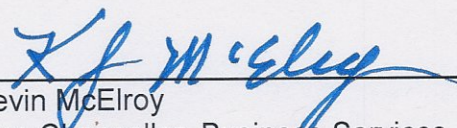
EASEMENT DEED
Sanitary Sewer

Foothill De Anza Community College District hereby GRANTS to the City of Sunnyvale, a Municipal Corporation of the State of California, an EASEMENT for the construction, reconstruction, operation, repair, maintenance, replacement, relocation and enlargement of sanitary sewer facilities in, through, over, across, beneath and upon that certain real property situated in the City of Sunnyvale, County of Santa Clara, State of California as described in Exhibits A and B attached hereto and a part hereof.

Executed this 10th day of September, 2015.

Owners: Foothill-De Anza Community College District

By:


Kevin McElroy
Vice Chancellor, Business Services

All signatures must be acknowledged.

4 - City of Sunnyvale Sanitary Sewer Easement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

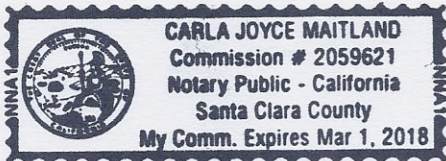
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On September 10, 2015 before me, Carla Joyce Maitland, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kevin McElroy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carla Joyce Maitland
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement Deed Document Date: September 10, 2015
Number of Pages: Six Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin McElroy
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: Foothill-De Anza Comm. College District

Signer Is Representing:

4 - City of Sunnyvale Sanitary Sewer Easement


CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281

THIS IS TO CERTIFY that the interest in real property conveyed by Deed or Grant, dated 9/10/, 2014~~5~~ from Foothill - De Anza Community College District to the City of Sunnyvale, a municipal corporation, is hereby accepted contingent upon completion and acceptance of improvements by the City by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 146-89 of the City Council, adopted on June 27, 1989, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: 9.17.15

CITY OF SUNNYVALE

BY: 
Craig Mobeck, PE
Assistant Director/City Engineer
Department of Public Works

4 - City of Sunnyvale Sanitary Sewer Easement

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)SS
COUNTY OF SANTA CLARA)

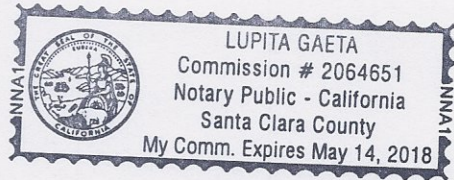
On September 17, 2015 before me Lupita Gaeta, Notary Public, personally appeared Craig Mobeck who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

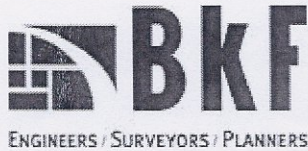
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lupita Gaeta

Signature of Notary





January 20, 2015
BKF No. 20116100
Page 1 of 1

EXHIBIT A
5-Foot Public Sanitary Sewer Easement
Lands of Foothill-DeAnza Community College District

All that certain real property situates in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

Beginning at the southwesterly corner of said Parcel C;

Thence along the southerly boundary of said Parcel C South 74°14'18" East 341.43 feet to the **True Point of Beginning**;

Thence North 25°38'45" East 117.28 feet;

Thence North 15°44'50" East 383.85 feet;

Thence North 18°34'04" East 131.79 feet to the boundary of said Parcel C;

Thence along the northerly boundary of said Parcel C through a non-tangent curve to the left radial bearing North 36°20'41" West radius 180.00 feet delta 2°52'21" length 9.02 feet to the westerly boundary of sanitary sewer easement recorded in Document 1658903 on July 7, 1959;

Thence South 18°34'04" West 139.18 feet along the boundary of said sanitary sewer easement;

Thence South 15°44'50" West 384.16 feet along the boundary of said sanitary sewer easement;

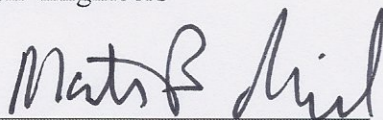
Thence South 25°38'45" West 116.84 feet along the boundary of said sanitary sewer easement to the southerly boundary of said Parcel C;

Thence North 74°14'18" West 5.08 feet along the southerly line of said Parcel C to the **True Point of Beginning**.

The area of this easement is approximately 3,182 square feet.

Being a portion of Santa Clara County Assessor's Parcel Number 110-27-036.

For: BKF Engineers

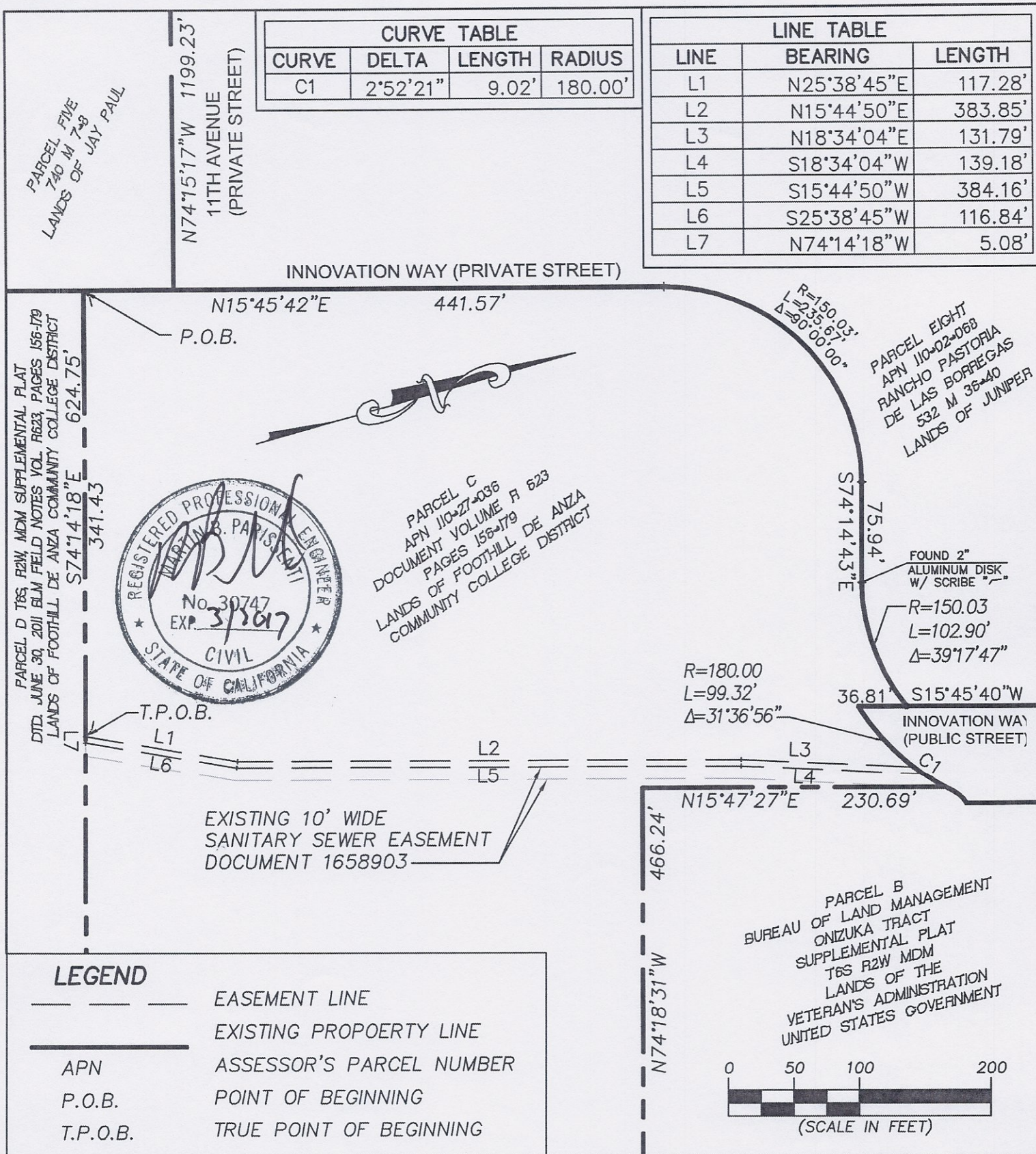

Martin B. Parissenti PE 30747

9/16/2015
Date



S.C. _____

4 - City of Sunnyvale Sanitary Sewer Easement



1650 TECHNOLOGY DRIVE
 SUITE 650
 SAN JOSE, CA 95110
 408-467-9100
 408-467-9199 (FAX)

Subject EXHIBIT B 5' WIDE PUBLIC
 SANITARY SEWER EASEMENT - FHDA - FH-8
 Job No. 20116100
 By NM Date 01-20-15 Chkd.MBP
 SHEET 1 OF 1

5 - Pacific Gas & Electric Easements

Distribution Easement (Rev. 12/14)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
San Jose Land Services Office
111 Almaden Boulevard, Room 814
San Jose, CA 95113

Location: City/Union SUNNYVALE

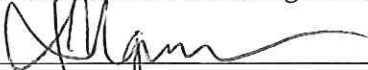
Recording Fee \$

Document Transfer Tax \$ NO CONSIDERATION

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale


Signature of declarant or agent determining tax

CONFORMED COPY: This document has not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

Doc#: 23201183

1/20/2016

4:15 PM

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2306-02-3645

EASEMENT DEED

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement areas as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

(APN 110-27-040)

The parcel of land described in the deed from United States of America, acting through Secretary of Education to Foothill-De Anza Community College District dated February 14, 2013 and recorded as Document No. 22111150, Santa Clara County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and for communication purposes; and one or more underground pipes with suitable service pipes and connections, as Pacific Gas and Electric Company deems necessary for the conveyance of gas; all to be located within the parcel of land outlined by dashed lines as described in exhibits labelled Exhibit "A" and shown upon Exhibit "B", attached hereto and made a part hereof.

PG&E
COPY

5 - Pacific Gas & Electric Easements

Distribution Easement Rev. (12/14)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement areas, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement areas which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement areas.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement areas (including ingress thereto and egress therefrom).

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

FOOTHILL-DE ANZA COMMUNITY
COLLEGE DISTRICT

By 
Kevin McElroy
Vice Chancellor, Business Services

By _____

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By _____

5 - Pacific Gas & Electric Easements

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

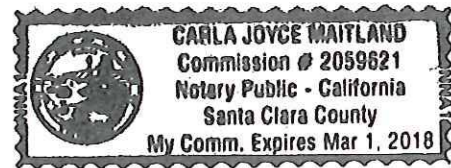
State of California
County of Santa Clara)

On April 22, 2015, before me, Carla Joyce Maitland, Notary Public,
Here insert name and title of the officer
personally appeared Kevin J. McElroy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Carla Joyce Maitland
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

5 - Pacific Gas & Electric Easements

**BOARD OF TRUSTEES
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

RESOLUTION 2015-20

**A RESOLUTION BY THE DISTRICT BOARD OF TRUSTEES TO GRANT EASEMENTS AT THE
FOOTHILL-DE ANZA EDUCATION CENTER LOCATED IN SUNNYVALE, CALIFORNIA**

WHEREAS, the Foothill-De Anza Community College District (District) owns real property in Sunnyvale, California, as described in the deed from the United States of America, acting through the Secretary of Education to the District dated February 14, 2013, and recorded as Document No. 22111150, Santa Clara County Records.

WHEREAS, the District wishes to grant to the Pacific Gas and Electric Company (PG&E) easements for access through the property to construct and maintain natural gas and electrical facilities, as fully described in Exhibit #1, Easement Deed;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes and directs its Secretary to execute the Easement Deed to grant such easements to PG&E.

PASSED AND ADOPTED by the Foothill-De Anza Community College District Board of Trustees on this 13th day of July, 2015, by the following vote:

Ayes:

Noes:

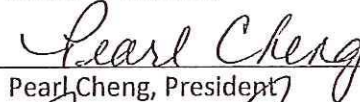
Abstentions:

Absent:

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

The undersigned members of the Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Trustees at a regularly called and conducted meeting held on said date.

Foothill-De Anza Community College District
Board of Trustees



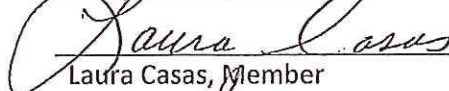
Pearl Cheng, President



Joan Barram, Vice President



Betsy Bechtel, Member



Laura Casas, Member



Bruce Swenson, Member



March 18, 2015
BKF No. 20116100

Exhibit "A"
10-FOOT PG&E EASEMENT
Lands of Foothill-DeAnza Community College District

All that certain real property situated in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 Pages 156 to 179 BLM field notes.

Beginning at the most northerly corner of said Parcel C;

Thence along the boundary of said Parcel C South $15^{\circ}47'27''$ West 119.98 feet to the **True Point of Beginning**;

Thence leaving the boundary of said Parcel C North $74^{\circ}14'43''$ West 233.39 feet;

Thence through a curve to the left having radius 93.03 feet Delta $90^{\circ}00'00''$ length 146.13 feet;

Thence South $15^{\circ}45'42''$ West 141.59 feet;

Thence North $74^{\circ}14'43''$ West 10.00 feet;

Thence coincident with the easterly line of the Innovation Way public access easement, North $15^{\circ}45'42''$ East 141.59 feet;

Thence through a curve to the right radius 103.03 feet delta $16^{\circ}11'02''$ length 29.10 feet;

Thence North $46^{\circ}47'47''$ West 47.63 feet to the boundary of said Parcel C;

Thence along the boundary of said Parcel C through a curve to the right having a radial bearing of South $54^{\circ}30'21''$ East radius 150.03 feet Delta $3^{\circ}50'21''$ length 10.05 feet;

Thence South $46^{\circ}47'47''$ East 47.16 feet;

Thence through a curve to the right having a radial bearing of South $52^{\circ}26'13''$ East radius 103.03 feet delta $68^{\circ}11'30''$ length 122.62 feet;

Thence South $74^{\circ}14'43''$ East 233.40 feet;

Thence South $15^{\circ}47'27''$ West 10.00 feet to the **True Point of Beginning**.

The area of this easement is approximately 5,763 square feet.

The Basis of Bearings for this description is the westerly line of Parcel A of Document 22204523, being $S15^{\circ}45'26''W$, between found monuments, as said bearing is based on the North American Datum of 1983 (NAD83), California Zone 3, EPOCH 2007.00.

5 - Pacific Gas & Electric Easements

Exhibit "A"
10-Foot PG&E Easement
Lands of Foothill-DeAnza Community College District

Being a portion of Santa Clara County Assessor's Parcel Number 110-27-040
For: BKF Engineers

MB Parissent

Martin B. Parissent PE 30747

4/1/15

Date



S.C. _____

5 - Pacific Gas & Electric Easements

EXHIBIT "B"

INNOVATION WAY (PRIVATE STREET)

N15°45'42"E 441.57'

S54°30'21"E (R)

R.O.W.

N15°45'42"E 141.59'

S15°45'42"W 141.59'

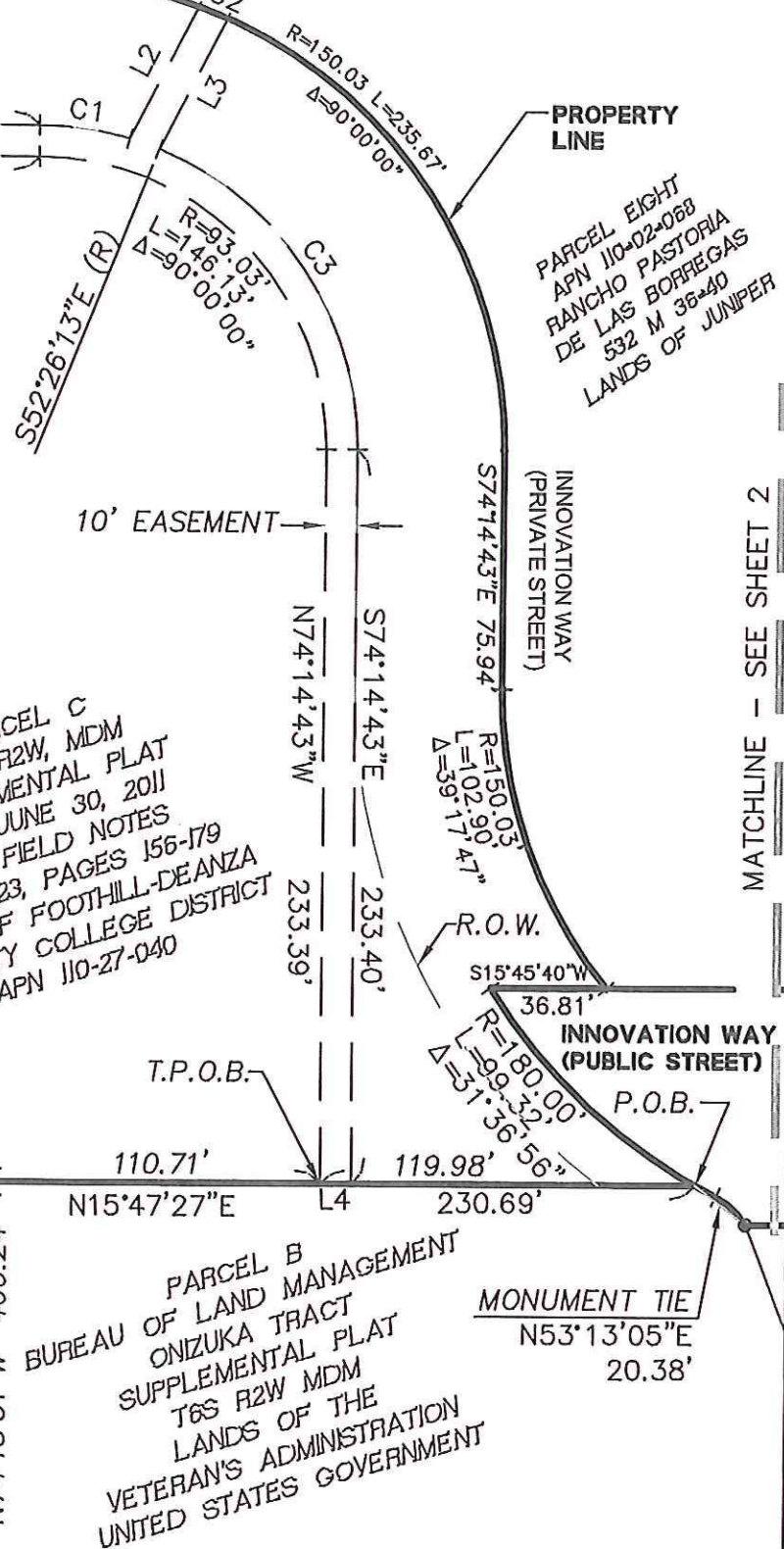
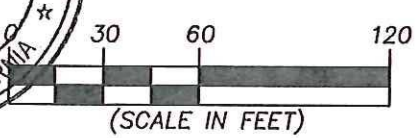
BASIS OF BEARINGS: THE BEARING S15°45'26"W OF THE WESTERLY LINE OF PARCEL A OF DOCUMENT 22204523, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA ZONE 3, EPOCH 2007.00

LEGEND

- MONUMENT TIE
- EASEMENT LINE
- EXISTING PROPERTY LINE
- APN ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- (R) RADIAL BEARING

LINE TABLE		
LINE	BEARING	LENGTH
L1	N74°14'43"W	10.00'
L2	N46°47'47"W	47.63'
L3	S46°47'47"E	47.16'
L4	S15°47'27"W	10.00'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	16°11'02"	29.10'	103.03'
C2	3°50'21"	10.05'	150.03'
C3	68°11'30"	122.62'	103.03'



1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject INNOVATION WAY - 10' WIDE
PG&E EASEMENT - FH-4
Job No. 20116100
By NM Date 03-18-15 Chkd. MBP
SHEET 1 OF 2

EXHIBIT "B"

BASIS OF BEARINGS: THE BEARING S15°45'26"W OF THE WESTERLY LINE OF PARCEL A OF DOCUMENT 22204523, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA ZONE 3, EPOCH 2007.00

LEGEND

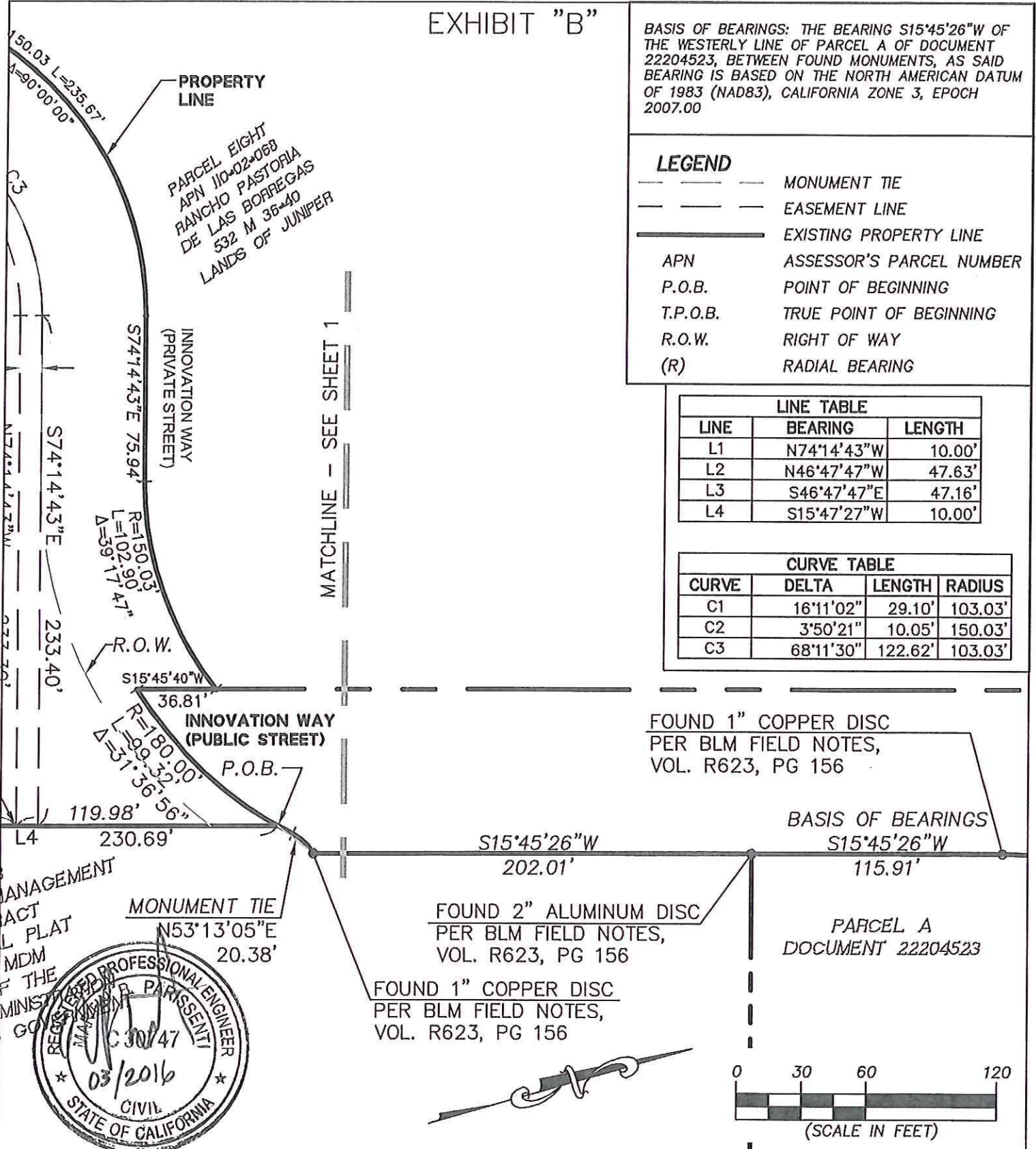
- — — MONUMENT TIE
- — — EASEMENT LINE
- — — EXISTING PROPERTY LINE
- APN ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- (R) RADIAL BEARING

LINE TABLE

LINE	BEARING	LENGTH
L1	N74°14'43"W	10.00'
L2	N46°47'47"W	47.63'
L3	S46°47'47"E	47.16'
L4	S15°47'27"W	10.00'

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS
C1	16°11'02"	29.10'	103.03'
C2	3°50'21"	10.05'	150.03'
C3	68°11'30"	122.62'	103.03'



MANAGEMENT
ACT
L PLAT
MDM
F THE
MINISTRY
GOV

REGISTERED PROFESSIONAL ENGINEER
MARK B. PARISENT
C 30147
03/2016
CIVIL
STATE OF CALIFORNIA



1650 TECHNOLOGY DRIVE
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SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject INNOVATION WAY - 10' WIDE
PG&E EASEMENT - FH-4
Job No. 20116100
By NM Date 03-18-15 Chkd. MBP
SHEET 2 OF 2



March 18, 2015
BKF No. 20116100

Exhibit "A"
10-FOOT PG&E GAS EASEMENT
Lands of Foothill-DeAnza Community College District

All that certain real property situated in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

Beginning at the southwesterly corner of said Parcel C;

Thence along the westerly boundary of said Parcel C North 15°45'42" East 72.97 feet to the **True Point of Beginning**.

Thence continuing along the westerly boundary of said Parcel C, North 15°45'42" East 10.00 feet;
Thence South 74°14'18" East 14.56 feet;
Thence North 15°45'42" East 371.80 feet;
Thence through a tangent curve to the right having radius 143.32 feet delta 42°47'19" length 107.03 feet;
Thence South 74°14'43" East 82.01 feet;
Thence through a non-tangent curve to the left having a radial bearing of South 15°43'54" West radius 103.17 feet delta 25°24'45" length 45.76 feet;
Thence North 74°14'43" West 34.24 feet;
Thence through a non-tangent curve to the left having a radial bearing of South 23°34'00" East radius 133.32 feet delta 40°59'36" length 95.39 feet;
Thence South 15°45'42" West 143.94 feet;
Thence South 74°14'18" East 22.44 feet;
Thence coincident with the easterly line of Innovation Way public access easement South 15°45'42" West 10.00 feet;
Thence North 74°14'18" West 22.44 feet;
Thence South 15°45'42" West 227.02 feet;
Thence North 74°14'18" West 24.56 feet to the **True Point of Beginning**.


The area of this easement is approximately 5,701 square feet.

The Basis of Bearings for this description is the westerly line of Parcel A of Document 22204523, being S15°45'26"W, between found monuments, as said bearing is based on the North American Datum of 1983 (NAD83), California Zone 3, EPOCH 2007.00.

5 - Pacific Gas & Electric Easements

Exhibit "A"
10-Foot PG&E Gas Easement
Lands of Foothill-DeAnza Community College District

Being Santa Clara County Assessor's Parcel Number 110-27-040.
For: BKF Engineers



Martin B. Parissenti PE 30747
4/1/2015

Date



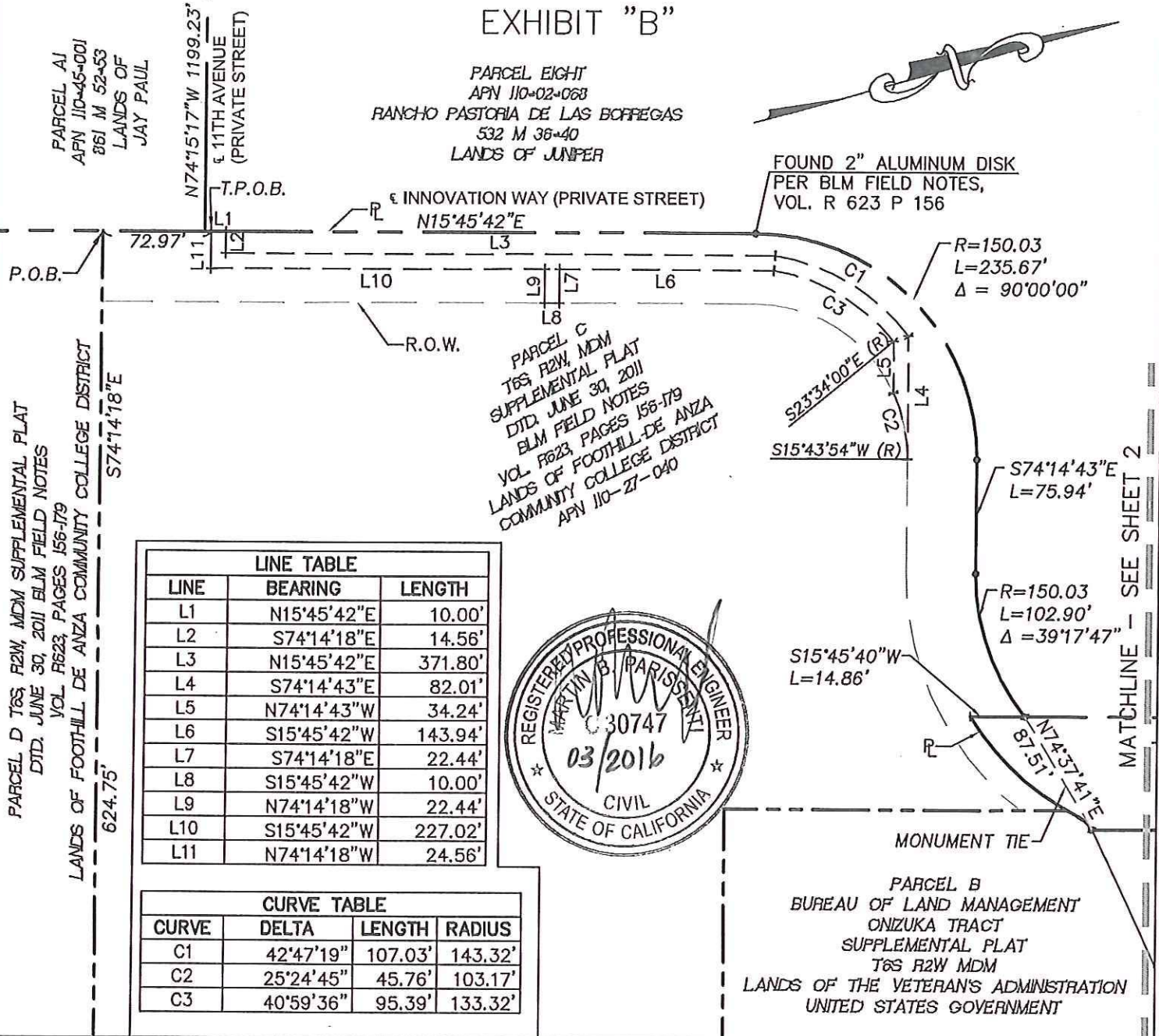
S.C. _____

5 - Pacific Gas & Electric Easements

EXHIBIT "B"

PARCEL EIGHT
 APN 110-02-068
 RANCHO PASTORIA DE LAS BOFREGAS
 532 M 36-40
 LANDS OF JUNIPER

FOUND 2" ALUMINUM DISK
 PER BLM FIELD NOTES,
 VOL. R 623 P 156



PARCEL D T63 R2W, MDM SUPPLEMENTAL PLAT
 DTD. JUNE 30, 2011 BLM FIELD NOTES
 VOL. R623, PAGES 156-179
 LANDS OF FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT
 APN 110-27-040

PARCEL C
 T63 R2W, MDM
 SUPPLEMENTAL PLAT
 DTD. JUNE 30, 2011
 BLM FIELD NOTES
 VOL. R623, PAGES 156-179
 LANDS OF FOOTHILL DE ANZA
 COMMUNITY COLLEGE DISTRICT
 APN 110-27-040

PARCEL B
 BUREAU OF LAND MANAGEMENT
 ONZUKA TRACT
 SUPPLEMENTAL PLAT
 T63 R2W MDM
 LANDS OF THE VETERAN'S ADMINISTRATION
 UNITED STATES GOVERNMENT

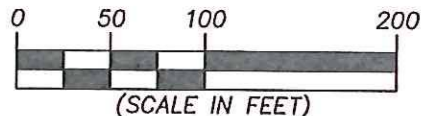
LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°45'42"E	10.00'
L2	S74°14'18"E	14.56'
L3	N15°45'42"E	371.80'
L4	S74°14'43"E	82.01'
L5	N74°14'43"W	34.24'
L6	S15°45'42"W	143.94'
L7	S74°14'18"E	22.44'
L8	S15°45'42"W	10.00'
L9	N74°14'18"W	22.44'
L10	S15°45'42"W	227.02'
L11	N74°14'18"W	24.56'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	42°47'19"	107.03'	143.32'
C2	25°24'45"	45.76'	103.17'
C3	40°59'36"	95.39'	133.32'



LEGEND

- MONUMENT TIE
- - - EASEMENT LINE
- EXISTING PROPERTY LINE
- APN ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- (R) RADIAL BEARING



BASIS OF BEARINGS: THE BEARING S15°45'26"W OF THE WESTERLY LINE OF PARCEL A OF DOCUMENT 22204523, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA ZONE 3, EPOCH 2007.00



1650 TECHNOLOGY DRIVE
 SUITE 650
 SAN JOSE, CA 95110
 408-467-9100
 408-467-9199 (FAX)

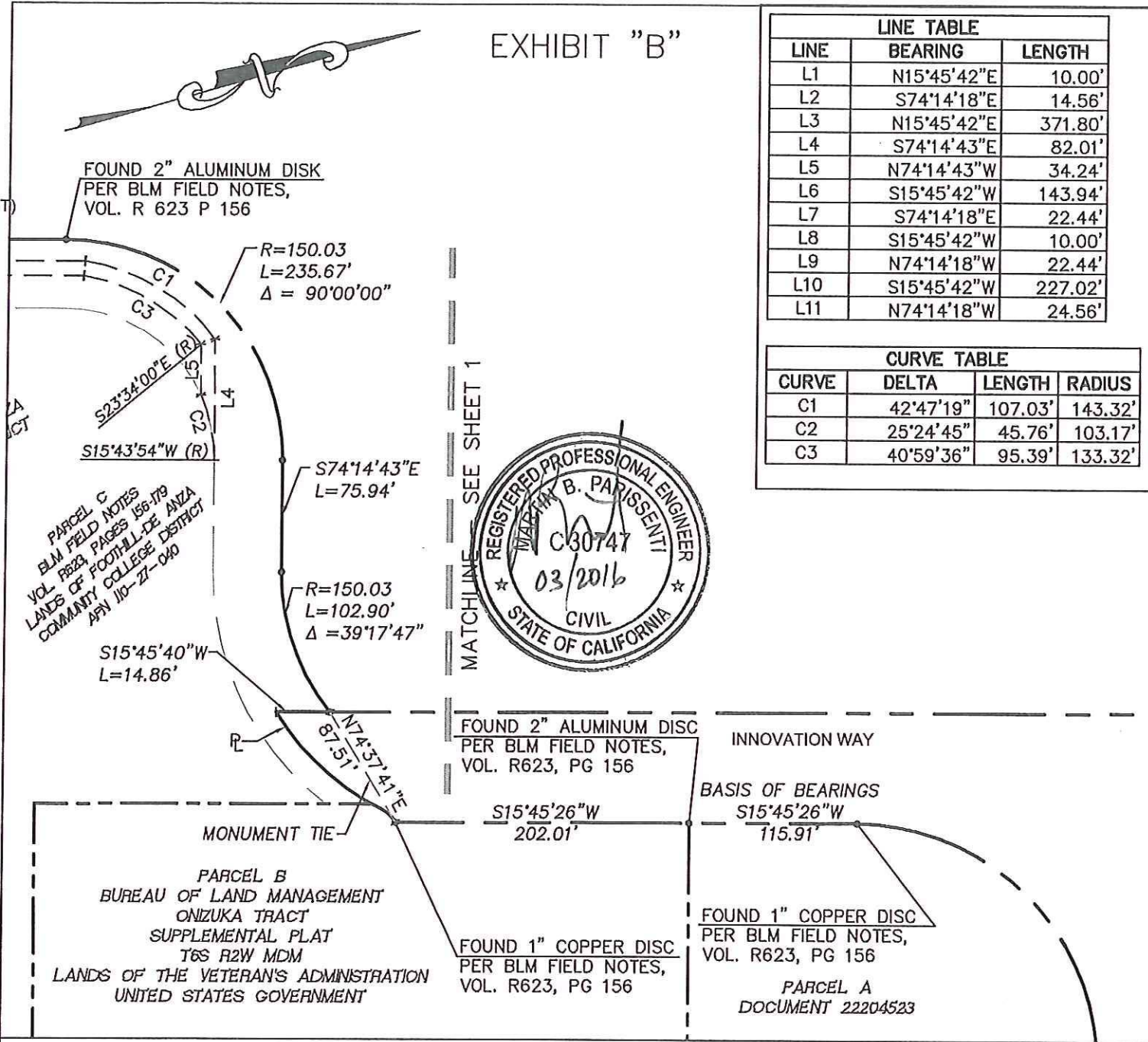
Subject INNOVATION WAY - 10' WIDE
PG&E GAS EASEMENT- FH-5
 Job No. 20116100
 By NM Date 03-18-15 Chkd. MBP
 SHEET 1 OF 2

MATCHLINE - SEE SHEET 2

EXHIBIT "B"

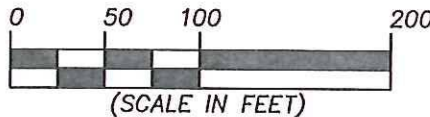
LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°45'42"E	10.00'
L2	S74°14'18"E	14.56'
L3	N15°45'42"E	371.80'
L4	S74°14'43"E	82.01'
L5	N74°14'43"W	34.24'
L6	S15°45'42"W	143.94'
L7	S74°14'18"E	22.44'
L8	S15°45'42"W	10.00'
L9	N74°14'18"W	22.44'
L10	S15°45'42"W	227.02'
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- MONUMENT TIE
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- EXISTING PROPERTY LINE
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BASIS OF BEARINGS: THE BEARING S15°45'26"W OF THE WESTERLY LINE OF PARCEL A OF DOCUMENT 22204523, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA ZONE 3, EPOCH 2007.00



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Subject INNOVATION WAY - 10' WIDE
PG&E GAS EASEMENT- FH-5
 Job No. 20116100
 By NM Date 03-18-15 Chkd. MBP
 SHEET 2 OF 2

Pacific Gas and Electric Company



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

5 - Pacific Gas & Electric Easements

Distribution Easement Rev. (12/14)

Attach to LD

Area 3, De Anza Division

San Jose Land Services Office

Operating Department: Gas & Electric Distribution

MDB&M, T.06S., R.02W., SECTION 13, SE ¼ of SE ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): SJL-15187

PLAT NO.: 3350-F2, 3350-F3, 3350-E3 (G) F-13-05, F-14-01, E-14-21 (E)

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 4, 5, 6, 43, 53

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A

Order # or PM #: 31086629-0070(G), 31086026-0045(E)

JCN: N/A

County: Santa Clara

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision N/A

Prepared By: KCV2

Checked By: DAN9 D. N.

Revision Number: 0



6 - Department of Education Letter re: PAE
UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF MANAGEMENT

E-mail: Barbara.Shawyer@ed.gov

February 4, 2015

Mr. Stephen Kitchen
Executive Director, Facilities and Operations
Foothill De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

Dear Mr. Kitchen:

The U.S. Department of Education (Department) is writing regarding Parcel C at the former Onizuka Air Force Station, which was conveyed to Foothill De Anza Community College District (FHDA) on February 14, 2013.

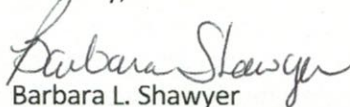
Thank you for sharing the Maintenance Agreement and Easement, along with the Improvement Agreement, regarding various easements that are needed across Parcel C to construct FHDA's new Education Center. As you know, one of the terms and conditions of the property conveyance is that FHDA utilize *all* of the conveyed property for the approved educational purposes for a period of 30 years. Another deed requirement is that FHDA not grant any rights whatsoever to third parties without the prior approval of the Department. However, we recognize that easements across conveyed properties are sometimes necessary for utilities or for other public purposes, including public roads.

After reviewing the documents, the Department is concerned about a portion of Parcel C being converted into a public road (Innovation Way), as this type of use is not allowed under the Department's program regulations. We are also troubled about the potential liability this type of use may cause FHDA (and the Department) should a catastrophic event occur on Innovation Way. It is the Department's position that the City of Sunnyvale (City) should obtain ownership of this portion of the conveyed property so that they can properly own and maintain the public roadway. Therefore, the Department is willing to allow that portion of the property to be deeded to the City at *no cost* so that Innovation Way can be used a public road while also relieving FHDA of the deed requirements.

The Department asks that FHDA approach the City of Sunnyvale to again discuss ownership and maintenance of Innovation Way. We are optimistic that the City will assist FHDA in complying with the requirements under which the property was conveyed by agreeing to accept ownership of the small sliver of land required for Innovation Way. Please keep the Department abreast of any developments that may occur in your discussions.

I can be reached via e-mail or at (202) 401-0044 should there be any concerns or questions.

Sincerely,


Barbara L. Shawyer
Federal Real Property Division

400 MARYLAND AVE. S.W., WASHINGTON, DC 20202-4500
www.ed.gov



September 10, 2015

Art Heinrich, Architect
Director, Bond Project Management
Foothill - De Anza Community College District
12345 El Monte Road
Los Altos, California 94072

SUBJECT: Innovation Way

Dear Mr. Heinrich:

This letter is in response to the Department of Education (DOE) letter dated February 4, 2015 and the Foothill De Anza Community College District's (District) request for the City to reconsider the requirements associated with Innovation Way.

The City has re-evaluated the history and encumbrances of Innovation Way and provides the following summary response:

1. The District's original acquisition of Parcel C included the existing Innovation Way roadway (which was open to the public) and various private and public utility facilities and public and private easements. The City's request for conveyance of a public access easement would only formalize what already existed de facto as part of Parcel C; i.e., public access along Innovation Way. Further, public access on Innovation Way is a necessary appurtenance to the proposed educational center use approved by DOE.
2. The City, as a matter of policy and practice, does not require nor accept fee title ownership of real property for roadway purposes. It only accepts conveyance of specific easements (e.g. sidewalks, streets, etc.). City (fee title) ownership of real property is only utilized for property that is used for City buildings, parks, etc.
3. By only requiring the conveyance of a public access easement to the City, the numerous pre-existing private and public utilities and easements on Parcel C which the District accepted when it received the property will remain operative and unchanged.
4. By entering into a maintenance agreement with the District for City maintenance of Innovation Way, the City relieves the District of the expenses associated with upkeep of the roadway for public access purpose.

**ADDRESS ALL MAIL TO: P.O. BOX 3707 SUNNYVALE, CALIFORNIA 94088-3707
TDD (408) 730-7501**

Art Heinrich
FHDA CCD
Innovation Way
September 10, 2015

Based on this information, the City has concluded that the District should convey a public access easement to the City for Innovation Way and that the City will, in that event, take responsibility for perpetual maintenance of that portion of Innovation Way located on District property by way of execution of a Maintenance Agreement between the City and the District.

If you have any questions, please contact Craig Mobeck at (408) 730-7834.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Pineda', with a long horizontal flourish extending to the right.

Manuel Pineda
Director of Public Works

C: Craig Mobeck, City Engineer

8 - Abrogation & Release of Restrictions

ABROGATION AND RELEASE OF RESTRICTIONS

This AGREEMENT is made this 6th day of January, 2016 between the UNITED STATES OF AMERICA, acting by and through the Secretary of Education, acting by John D. Cogdill, Director, Federal Real Property Assistance Program, Office of Management, U.S. Department of Education (“GRANTOR”) pursuant to § 203(k) of the Federal Property and Administrative Services Act of 1949, as amended (“Act”), 40 U.S.C. § 550(b), *et seq.*, the Department of Education Organization Act of 1979, 20 U.S.C. § 3401 *et seq.*, and the Foothill-De Anza Community College District, having its principal place of business at 12345 El Monte Road, Los Altos Hills, CA (“GRANTEE”).

I. RECITALS

1. By Quitclaim Deed dated February 14, 2013 (“DEED”), the UNITED STATES OF AMERICA, acting through the Secretary of Education, by Wanda A. Davis, Director, Federal Real Property Division, Office of Management, did convey to the GRANTEE certain real property located in the City of Sunnyvale, County of Santa Clara, State of California, known as Parcel C of the former Onizuka Air Force Station and consisting of approximately 9.147 acres of improved land (“PROPERTY”). The DEED was recorded February 27, 2013 as document number 22111150 in the Santa Clara County Clerk-Recorder’s office. The PROPERTY is more particularly described on page 2 and in Exhibit “A” of the DEED.

2. The DEED provided that the conveyance was subject to certain covenants, conditions subsequent and restrictions. Among those conditions are conditions subsequent numbered 1, 2, 3 and 4 on pages three (3) and four (4) of the DEED. The DEED provided on page 15 that the

8 - Abrogation & Release of Restrictions

conditions subsequent could be abrogated if the UNITED STATES OF AMERICA consented and upon payment of an abrogation sum.

3. GRANTEE has requested release from said conditions subsequent as they apply to approximately 38,395 square foot (0.881 acre) portion ("PORTION") of the PROPERTY to enable GRANTEE to grant a public access easement for a public road (Innovation Way), with the City of Sunnyvale having responsibility for road maintenance. The PORTION is more particularly described below and in Exhibit "A", attached hereto and incorporated herein by reference:

47-foot wide Public Access Easement Lands of Foothill De Anza

All that certain real property situates in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

Beginning at the southwesterly corner of said Parcel C;

Thence along the westerly boundary of said Parcel C North $15^{\circ} 45' 42''$ East 441.61 feet;

Thence along the northerly boundary of said Parcel C through a tangent curve to the right radius 150.03 feet delta $89^{\circ} 59' 03''$ length 235.63 feet;

Thence South $74^{\circ} 14' 43''$ East 75.94 feet;

Thence through a tangent curve to the left radius 150.03 delta $39^{\circ} 17' 47''$ length 102.90 to Innovation Way a public street;

Thence along the boundary of Innovation Way and the projection of the boundary in Innovation Way South $15^{\circ} 45' 40''$ West 56.50 feet;

Thence through a non-tangent curve to the right having a radial bearing North $88^{\circ} 39' 38''$ west radius 197.03 delta $28^{\circ} 49' 50''$ length 99.14 feet;

Thence North $74^{\circ} 14' 43''$ West 75.94 feet;

8 - Abrogation & Release of Restrictions

Thence through a curve to the left radius 103.03 delta 90° 00' 11" length 161.84;

Thence South 15° 45' 42" West 441.57 feet;

Thence North 74° 14' 18" West 47.00 to the **Point of Beginning**.

The area of this easement is approximately 38,395 square feet.

Being Santa Clara County Assessor's Parcel Number 110-27-036.

Property remaining subject to conditions subsequent 1, 2, 3 and 4 under the DEED consists of approximately 8.266 acres ("REMAINING PROPERTY").

4. GRANTOR and GRANTEE have agreed that \$0.00 is the duly calculated payment required by the Deed for securing the release of conditions subsequent 1, 2, 3 and 4 pursuant to the abrogation covenant in the Deed as it applies to the PORTION because the PORTION will be used for public road purposes.

5. Notice of the proposed abrogation was given to the U.S. General Services Administration on October 8, 2015 and no objection was interposed thereto.

6. The DEED further contains a covenant by GRANTEE, its successors and assigns, that in the event the PROPERTY or any part or interest thereof is at any time within the period of thirty (30) years from the date of the conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 of Paragraph 6 of the DEED without the written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR. GRANTOR has determined that continuance of this right to all revenues upon the PORTION

8 - Abrogation & Release of Restrictions

would serve no useful purpose but would instead impose an unnecessary cloud upon title to the PORTION after abrogation of the conditions subsequent.

II. AGREEMENT

IN CONSIDERATION OF the payment by the GRANTEE of \$0.00, the mutual agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE agree to the following:

7. GRANTOR, by execution of this Agreement, releases GRANTEE, its successors and assigns, from the conditions subsequent numbered 1, 2, 3 and 4 as set forth in the DEED as they apply to the PORTION as defined above in paragraph 3.


8. GRANTOR, by execution of this Agreement, waives its rights to all revenues or the reasonable value of benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use of the PORTION as set forth in the DEED, and releases GRANTEE, its successors and assigns, from such covenants and agreements as they apply prospectively to the PORTION.

9. GRANTOR and GRANTEE hereto mutually agree that the execution of this Abrogation and Release of Restrictions instrument shall not in any way operate to accelerate the termination of any conditions subsequent contained in the DEED with respect to the REMAINING PROPERTY; or to subordinate, diminish or extinguish any right or power reserved for or created in the UNITED STATES OF AMERICA by the DEED with respect to the REMAINING PROPERTY; or to relieve GRANTEE, its successors and assigns, of any duty, obligation or undertaking required to comply with the terms and conditions of the DEED upon the REMAINING PROPERTY.

8 - Abrogation & Release of Restrictions

To indicate their agreement to the provisions contained in this Agreement, the UNITED STATES OF AMERICA and the Foothill-De Anza Community College District have executed this document as of the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education

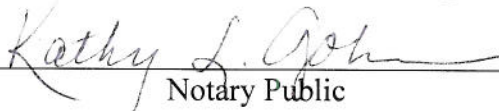
By: 
John D. Cogdill, Director
Federal Real Property Assistance Program
Office of Management
U.S. Department of Education

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)

On this 6th day of January, 2016 personally appeared before me, a Notary Public in and for the District of Columbia, John D. Cogdill, Director, Federal Property Assistance Program, Office of Management, U.S. Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., as of the date and year first above written.


Notary Public

My Commission Expires: 02/14/2019



KATHY L. JOHNSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2019

8 - Abrogation & Release of Restrictions

ACCEPTANCE

The Foothill-De Anza Community College District hereby accepts this ABROGATION AND RELEASE OF RESTRICTIONS, for itself, its successors and assigns, and each of them accepts and agrees to all the obligations, conditions and covenants therein contained.

FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT

By: *J. C. Miner*
Judy C. Miner
Chancellor

ACKNOWLEDGMENT

COUNTY OF SANTA CLARA)

STATE OF CALIFORNIA)

On this 5th day of November, 2015 personally appeared before me, a Notary Public in and for the State of California, Judy C. Miner, Chancellor, Foothill-De Anza Community College District, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the Foothill-De Anza Community College District.

IN WITNESS WHEREOF, I have set my hand and seal as of the date and year first above written.

Carla Joyce Maitland
Notary Public

My Commission Expires: 03/01/2018



Exhibit "A"

Plat Map and Property Description

to

Abrogation and Release of Restrictions dated January 6, 2016

8 - Abrogation & Release of Restrictions



December 16, 2014
BKF No. 20116100
Page 1 of 1

47-foot wide Public Access Easement Lands of Foothill De Anza

All that certain real property situated in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

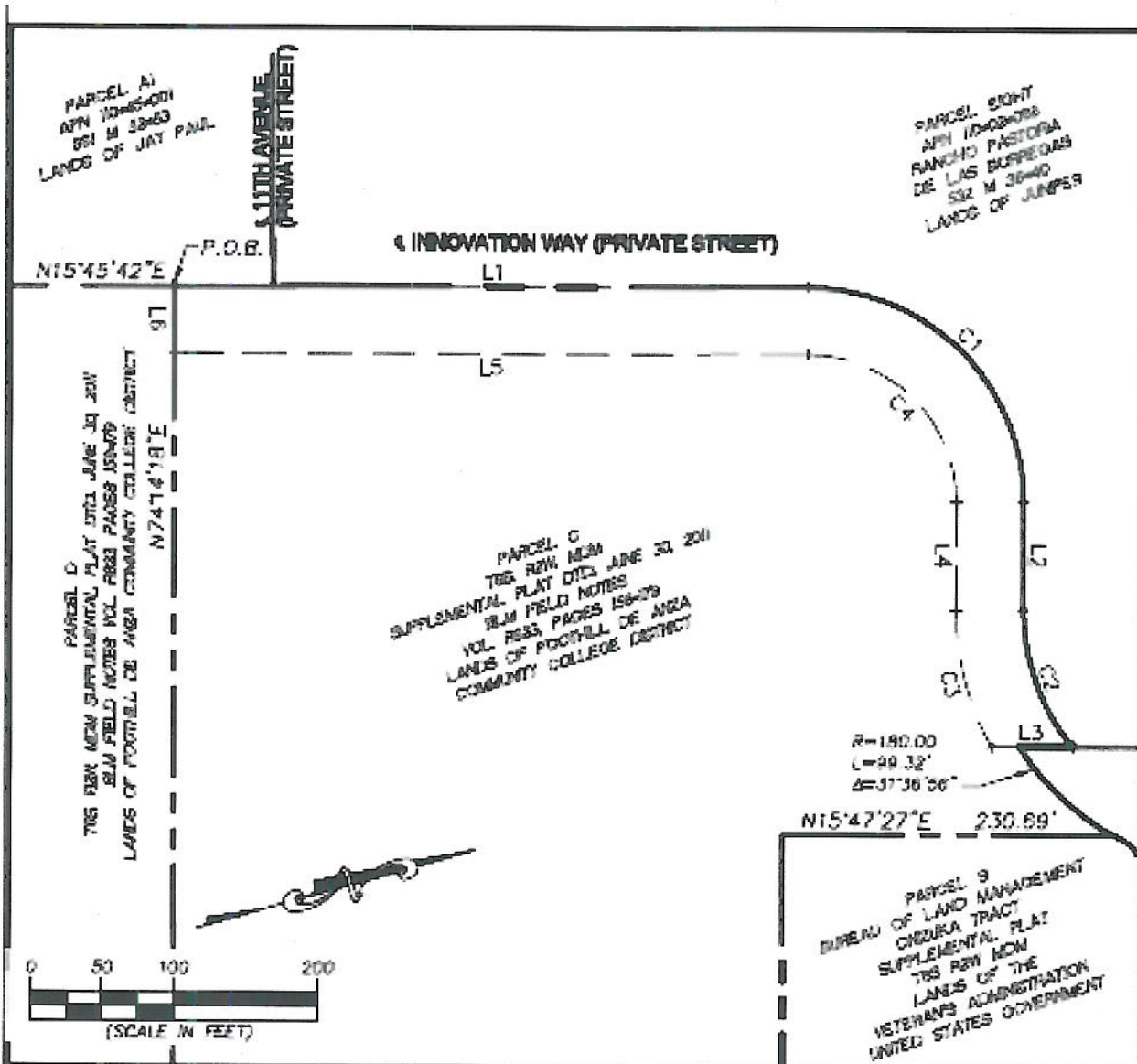
Beginning at the southwesterly corner of said Parcel C;

Thence along the westerly boundary of said Parcel C North $15^{\circ} 45' 42''$ East 441.61 feet;
Thence along the northerly boundary of said Parcel C through a tangent curve to the right radius 150.03 feet delta $89^{\circ} 59' 03''$ length 235.63 feet;
Thence South $74^{\circ} 14' 43''$ East 75.94 feet;
Thence through a tangent curve to the left radius 150.03 delta $39^{\circ} 17' 47''$ length 102.90 to Innovation Way a public street;
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Thence through a non-tangent curve to the right having a radial bearing North $88^{\circ} 39' 38''$ west radius 197.03 delta $28^{\circ} 49' 50''$ length 99.14 feet;
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Thence through a curve to the left radius 103.03 delta $90^{\circ} 00' 11''$ length 161.84;
Thence South $15^{\circ} 45' 42''$ West 441.57 feet;
Thence North $74^{\circ} 14' 18''$ West 47.00 to the Point of Beginning.

The area of this easement is approximately 38,395 square feet.

Being Santa Clara County Assessor's Parcel Number 110-27-036.

8 - Abrogation & Release of Restrictions



LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°45'42"E	441.61'
L2	S74°14'43"E	75.94'
L3	S15°45'40"W	58.50'
L4	N74°14'43"W	75.94'
L5	S15°45'42"W	441.57'
L6	N74°14'18"W	47.00'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89°58'10"	235.53'	150.03'
C2	39°17'47"	102.80'	150.03'
C3	28°49'50"	99.14'	197.03'
C4	90°00'11"	181.84'	103.03'

LEGEND

— — — — — EASEMENT LINE

————— EXISTING PROPERTY LINE

APN ASSESSOR'S PARCEL NUMBER

P.O.B. POINT OF BEGINNING



1650 TECHNOLOGY DRIVE
SUITE 550
SAN JOSE, CA 95110
408-457-9100
408-457-9199 (FAX)

Subject: INNOVATION WAY - 47' WIDE
PUBLIC ACCESS EASEMENT - FH-9
Job No. 20116100
By NM Date 12-23-14 Chd. MHP
SHEET 1 OF 1

9 - Public Access Easement Deed

RECORDING REQUESTED BY

NAME: City of Sunnyvale

WHEN RECORDED MAIL TO:

NAME: City of Sunnyvale/Engineering Division

ADDRESS: P.O. Box 3707

CITY/STATE/ZIP: Sunnyvale, CA 94088-3707

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

RECORD WITHOUT FEE UNDER
GOVERNMENT CODE SECTION 6103

PUBLIC ACCESS EASEMENT DEED
(Innovation Way)

This PUBLIC ACCESS EASEMENT DEED Agreement is made as of _____, 2016 (the "Effective Date"), by and between the CITY OF SUNNYVALE, a municipal corporation under the State of California (the "City"), and FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT, (the "District").

W I T N E S S E T H:

WHEREAS, District owns a property as identified as Santa Clara County Assessor's parcel number 110-27-040 ("District Property") as shown on Exhibit A; and

WHEREAS, District intends to construct an Educational Center (the "Project") on District Property; and

WHEREAS, A Memorandum of Agreement Between the City and the District (the "Memorandum") was approved by the Sunnyvale City Council on October 4, 2011, executed by the District on October 24, 2014 and executed by the City on October 27, 2014; and

WHEREAS, Section 2.2.1 of the Memorandum has provisions to require dedication and reservation of land for public purposes, for right-of-way and frontage dedication, consistent with those specific City of Sunnyvale regulations; and

WHEREAS, the existing Innovation Way between Mathilda Avenue and Moffett Park Drive was partially dedicated to the City for public purposes, and is partially located on private properties including District Property; and.

WHEREAS, City has reviewed and approved, or will approve at a later date, improvement plans identified as DP-13-05 and applicable Building Permit plans, for District's Project; and

9 - Public Access Easement Deed

WHEREAS, both the City and the District desire to locate Innovation Way on District Property as privately owned, operated and maintained areas while dedicated for public purposes in the form of an easement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. District hereby CONVEYS to the CITY, a perpetual non-exclusive EASEMENT for public purposes: public vehicles including emergency vehicle and public pedestrian ingress and egress purposes, on or over those certain strips of land delineated hereon and designated as "PAE" (PUBLIC ACCESS EASEMENT) and as shown on Exhibit B.
2. All improvements on District Property, including the herein dedicated easement area, shall be deemed private facilities operated and maintained by the District in perpetuity in accordance with a separate maintenance agreement filed for record as Document No. _____ in the County of Santa Clara Recorder's Office, except those public facilities located within public utility easements.
3. The District shall indemnify, defend and hold harmless the City from and against all claims, liabilities, damages, costs or expenses arising out the negligent use, operation and maintenance by the District on District property including the PAE area.
4. This PAE is intended to and shall bind successors and assigns and is an encumbrance that runs with the land.
5. This PAE is hereby deemed accepted by the City upon satisfactory completion of improvements to Innovation Way as required and approved by the City.

9 - Public Access Easement Deed

Executed this _____ day of _____, 2016.

District:
Foothill-De Anza Community College District

By: _____
Judy C. Miner

Title: Chancellor

9 - Public Access Easement Deed

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281

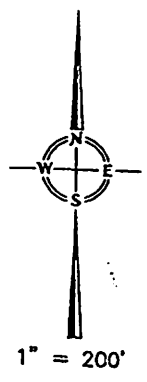
THIS IS TO CERTIFY that the interest in real property conveyed by Deed or Grant, dated _____, 2014 from _____ to the City of Sunnyvale, a municipal corporation, is hereby accepted contingent upon completion and acceptance of improvements by the City by order of the undersigned officer or agent on behalf of the City Council of the City of Sunnyvale pursuant to authority conferred by Resolution No. 146-89 of the City Council, adopted on June 27, 1989, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

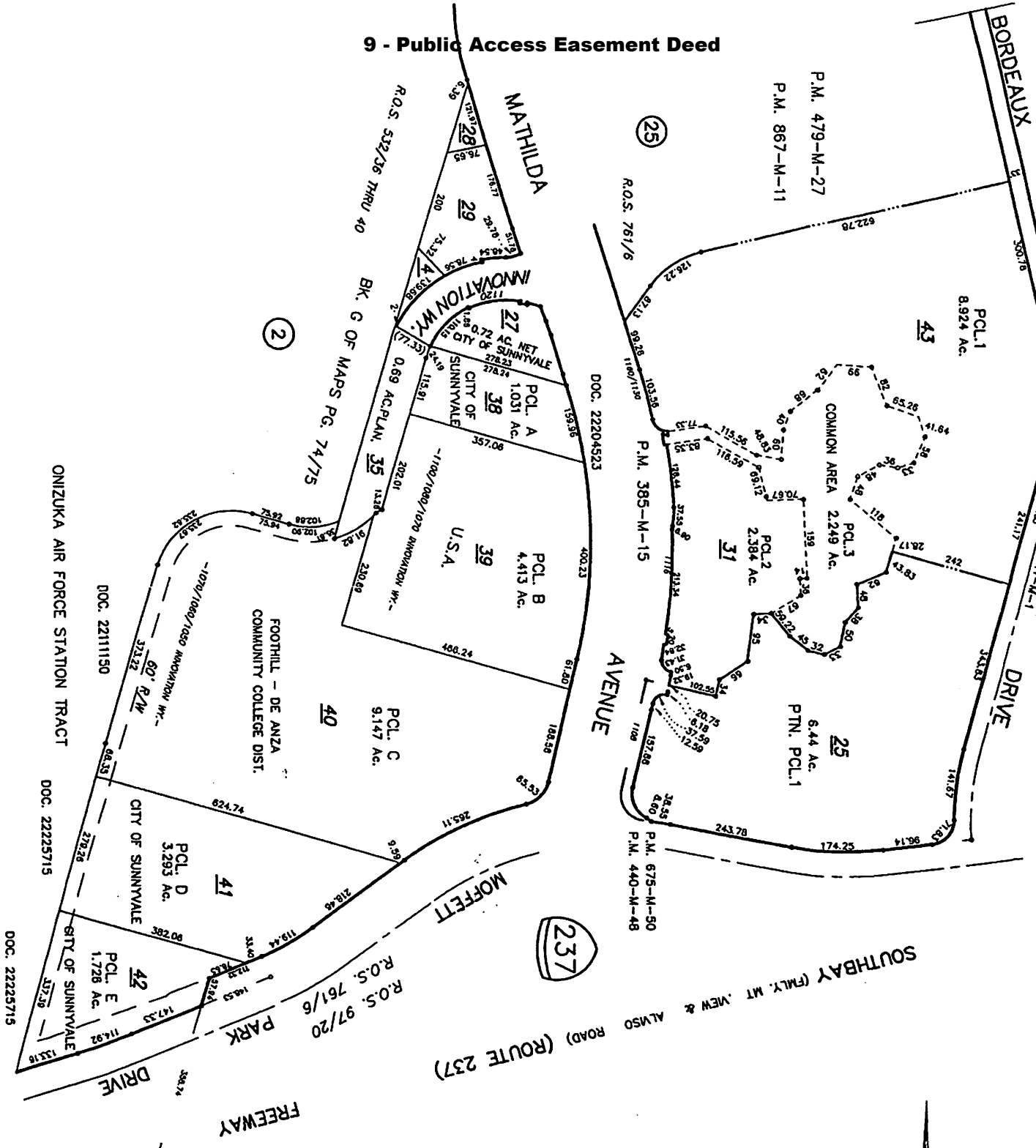
CITY OF SUNNYVALE

BY: _____
Craig Mobeck, PE
Assistant Director/City Engineer
Department of Public Works

All signatures must be notarized.



9 - Public Access Easement Deed



SOUTHBAY (M.L.Y. MT. MEW & ALM50 ROAD) (ROUTE 237)

EXHIBIT A

PER. DIST. MAP #2
LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & I. Code, Sec. 327.
Effective Roll Year 2014-2015

9 - Public Access Easement Deed

EXHIBIT "B" 1 of 2



December 16, 2014
BKF No. 20116100
Page 1 of 1

**47-foot wide Public Access Easement
Lands of Foothill De Anza**

All that certain real property situates in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

Beginning at the southwesterly corner of said Parcel C;

Thence along the westerly boundary of said Parcel C North 15⁰ 45' 42" East 441.61 feet;
Thence along the northerly boundary of said Parcel C through a tangent curve to the right radius 150.03 feet delta 89⁰ 59' 03" length 235.63 feet;
Thence South 74⁰ 14' 43" East 75.94 feet;
Thence through a tangent curve to the left radius 150.03 delta 39⁰ 17' 47" length 102.90 to Innovation Way a public street;
Thence along the boundary of Innovation Way and the projection of the boundary in Innovation Way South 15⁰ 45' 40" West 56.50 feet;
Thence through a non-tangent curve to the right having a radial bearing North 88⁰ 39' 38" west radius 197.03 delta 28⁰ 49' 50" length 99.14 feet;
Thence North 74⁰ 14' 43" West 75.94 feet;
Thence through a curve to the left radius 103.03 delta 90⁰ 00' 11" length 161.84;
Thence South 15⁰ 45' 42" West 441.57 feet;
Thence North 74⁰ 14' 18" West 47.00 to the **Point of Beginning**.

The area of this easement is approximately 38,395 square feet.

Being Santa Clara County Assessor's Parcel Number 110-27-036.

For: BKF Engineers

Martin B. Parissenti PE 30747

Date

S.C. _____

9 - Public Access Easement Deed

EXHIBIT "B" 2 of 2

PARCEL A1
APN 110-45-001
861 M 52-53
LANDS OF JAY PAUL

PARCEL EIGHT
APN 110-02-068
RANCHO PASTORIA
DE LAS BORREGAS
532 M 36-40
LANDS OF JUNIPER

11TH AVENUE
(PRIVATE STREET)

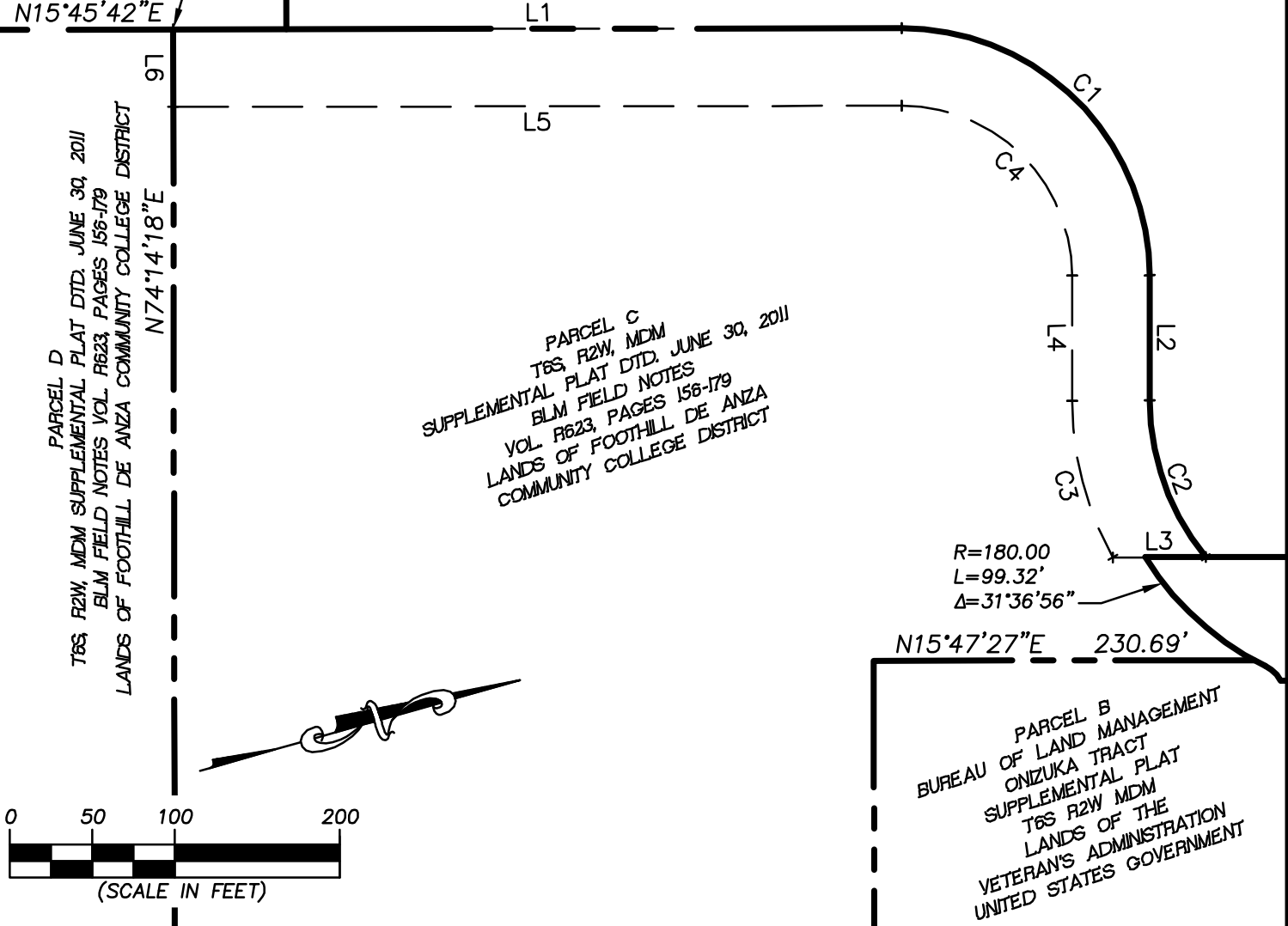
INNOVATION WAY (PRIVATE STREET)

N15°45'42"E P.O.B.

PARCEL D
T6S, R2W, MDM SUPPLEMENTAL PLAT DTD. JUNE 30, 2011
BLM FIELD NOTES VOL. R623, PAGES 156-179
LANDS OF FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT

PARCEL C
T6S, R2W, MDM
SUPPLEMENTAL PLAT DTD. JUNE 30, 2011
BLM FIELD NOTES
VOL. R623, PAGES 156-179
LANDS OF FOOTHILL DE ANZA
COMMUNITY COLLEGE DISTRICT

PARCEL B
BUREAU OF LAND MANAGEMENT
ONIZUKA TRACT
SUPPLEMENTAL PLAT
T6S R2W MDM
VETERAN'S ADMINISTRATION
UNITED STATES GOVERNMENT



R=180.00
L=99.32'
Δ=31°36'56"

N15°47'27"E 230.69'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°45'42"E	441.61'
L2	S74°14'43"E	75.94'
L3	S15°45'40"W	56.50'
L4	N74°14'43"W	75.94'
L5	S15°45'42"W	441.57'
L6	N74°14'18"W	47.00'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89°59'10"	235.63'	150.03'
C2	39°17'47"	102.90'	150.03'
C3	28°49'50"	99.14'	197.03'
C4	90°00'11"	161.84'	103.03'

LEGEND

- — EASEMENT LINE
- — EXISTING PROPERTY LINE
- APN ASSESSOR'S PARCEL NUMBER
- P.O.B. POINT OF BEGINNING



1650 TECHNOLOGY DRIVE
SUITE 650
SAN JOSE, CA 95110
408-467-9100
408-467-9199 (FAX)

Subject INNOVATION WAY - 47' WIDE
PUBLIC ACCESS EASEMENT - FH-9
Job No. 20116100
By NM Date 12-23-14 Chkd. MBP
SHEET 1 OF 1

12-24-14
 PLOT TIME:
 PLOTTED BY:
 hora

10 - Improvement Maintenance Agreement

RECORDING REQUESTED BY

NAME: City of Sunnyvale

WHEN RECORDED MAIL TO:

NAME: City of Sunnyvale/Engineering Division

ADDRESS: P.O. Box 3707

CITY/STATE/ZIP: Sunnyvale, CA 94088-3707

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

IMPROVEMENT MAINTENANCE AGREEMENT

This IMPROVEMENT MAINTENANCE AGREEMENT (the "Agreement") is made as of _____, 2016 (the "Effective Date"), by and between the CITY OF SUNNYVALE, a municipal corporation under the laws of the State of California (the "City"), and FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT, (the "DISTRICT").

W I T N E S S E T H:

WHEREAS, this Agreement establishes perpetual maintenance obligations by the City of Sunnyvale applicable to improvements on and within a Public Access Easement (PAE) area as described and delineated on a separate document filed for record as Document No. _____, in the County of Santa Clara Recorder's Office, the description of which area is attached hereto as Exhibit A; and

WHEREAS, the City of Sunnyvale and the District have agreed that the City of Sunnyvale shall be responsible for the operation and maintenance of all the improvements listed and as shown on Exhibit B (the "City-Maintained Improvements") within the PAE area, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Identification of Property. This Agreement shall govern the obligations in the PAE area where the City-Maintained Improvements are located.

There are other improvements that are or will be operated and maintained by District and other private entities and public agencies such as utility companies including PG&E, Comcast and AT&T (herein collectively referred to as "Other Improvements"), that are

10 - Improvement Maintenance Agreement

located within the PAE area. The obligation for maintenance of those Other Public Improvements are not part of this Agreement.

Section 2. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall be perpetual, unless terminated pursuant to the terms of this Agreement.

Section 3. Use.

a. Permitted Uses.

The City Maintained Improvements located within the PAE area shall be used in a manner that is consistent with the laws and ordinances governing the use of public roadway improvements in the City.

b. Prohibited Uses.

- (i) The District shall not intentionally do or permit to be done in, on, or about the PAE area, nor bring or keep or permit to be brought or kept therein, anything that is prohibited by or will cause a cancellation of, or materially adversely affect any City Maintained Improvements that City is required to maintain pursuant to Section 8.
- (ii) The District shall not engage in any conduct done in, on or about the PAE area which conflicts with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. District shall promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, or affecting the City Maintained Improvements or acts in the PAE area.

c. Hazardous Materials

District agrees that during the Term of this Agreement, District shall not be in material violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, soil, water, or environmental conditions on, under or about the Easement and Right-of-Way PAE area including, but not limited to, Hazardous Material Laws. The term "Hazardous Material Laws" as used in this Agreement shall mean any federal, state or local law, ordinance or regulation relating to a substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is: (i) potentially injurious to the public health, safety or welfare, and the environment, (ii) regulated or monitored by any governmental authority, and (iii) a basis for potential liability of Operator to any governmental agency or third party under any applicable statute. Hazardous Materials shall include, but not

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be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

District further agrees that during the Term of this Agreement, there shall be no intentional use, presence, disposal, storage, generation, release, or threatened release on, from or under the PAE area in material violation of any Hazardous Material Laws.

d. No Charge for Use.

District shall not impose or permit the imposition of any charge for the use of the PAE area and City Maintained Improvements without City's consent. In no event shall District be entitled to any compensation or reimbursement from the City for the services City performs and the obligations City incurs under this Agreement. If the City permits the imposition of a charge, the proceeds thereof shall be used for actual and direct expenses for operating and maintaining those City Maintained Improvements.

Section 4. Repair, Maintenance and Operation.

- a. During the Term of this Agreement, the City shall at its own expense operate, repair, and maintain the City Maintained Improvements as listed on Exhibit B in good order, condition and repair and shall pay all costs and expenses of any nature whatsoever of operating and replacing the same. Such costs and expenses shall include, but not be limited to the costs of maintenance, repairs and replacements (whether of a capital or non-capital nature).

The standards of operation and maintenance of the City Maintained Improvements within the PAE area required under this Agreement shall be in accordance with the City standards generally applicable to other public improvements and easements in the City.

Section 5. Policies and Rules. The City shall establish and maintain such general policies, rules and regulations for the repair, management, maintenance, operation and use of the City Maintained Improvements within the PAE area consistent with the provisions of this Agreement and the standards of the City applicable to other public improvements as may be necessary under this Agreement.

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Section 6. Damage or Destruction of City Maintained Improvements. In the event that the City Maintained Improvements are damaged by fire or other event during the Term of this Agreement, City shall at City's sole cost, commence and diligently pursue to complete the repair, replacement or reconstruction of the City Maintained Improvements.

Section 7. Assignment of Agreement. Unless otherwise permitted herein, at any time after the date hereof, this Agreement shall not be transferred without the prior written consent of the City and/or District where such consent shall not be unreasonably withheld or delayed.

Section 8. Law Governing. This Agreement shall be governed by the laws of the State of California, subject to the waivers, exclusions and provisions herein contained.

Section 9. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City	City of Sunnyvale 456 West Olive Avenue P.O. Box 3707 Sunnyvale, California 94088-3707 Attention: Director of Public Works
District	Foothill-De Anza Community College District 12345 El Monte Road Los Altos Hills, CA 94022 Attn: Vice Chancellor, Business Services
With a copy to	Foothill-De Anza Community College District 12345 El Monte Road Los Altos Hills, CA 94022 Attn: Executive Director of Facilities and Operations

or at such other address as either party shall later designate for such purpose by written notice to the other party.

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Section 10. Waiver. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 11. Nondiscrimination. The District covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, national origin, ancestry, gender, disability or sexual orientation, in the leasing, subleasing, transferring, use, or enjoyment of the Easement and Right-of-Way Area herein operated nor shall the District itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of District, lessees, sublessees, or vendees within or on the PAE area herein operated.

The foregoing conditions shall not create any rights for District that are not otherwise expressly set forth herein.

Section 12. Indemnification. The City shall not be liable at any time for any loss, damage, or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the District, or of anyone holding under the use of the PAE area and the City Maintained Improvements or any part thereof by or under the District, or directly or indirectly from any state or condition of PAE area and the City Maintained Improvements or any part thereof during the Term of this Agreement except for the willful misconduct or the negligence of the City.

Notwithstanding anything to the contrary under this Agreement, and irrespective of any insurance carried by the District, the District agrees to protect, defend, indemnify and hold the City and the City's employees harmless from any and all damages or liabilities of whatsoever nature arising under the terms of this Agreement or arising out of or in connection with the PAE area and the City Maintained Improvement during the Term of this Agreement. The foregoing indemnity shall survive termination of this Agreement. The foregoing indemnity shall not apply to: (i) any claim for injury to person or property arising from the negligence or willful misconduct of the City or its officers, employees, agents, licensees or contractors; (ii) to any claim that arises solely by reason of the actions or omissions of an Unrelated Third Party or in connection with the Easement and Right-of-Way Area, and the City Maintained Improvements; or (iii) any claim that arises solely by reason of the design of City Maintained Improvements on and in the PAE area to the extent that the design has been approved by the City and the design element is one normally approved by the City for public improvements. An Unrelated Third Party is a person or entity who is not directly or indirectly an employee, officer, agent, representative, tenant, contractor or subcontractor of the District.

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Section 13. Certain Covenants of the District. Without limiting District's other obligations hereunder, District shall not do, or permit or authorize others to do any of the following:

- a. Operate or use the PAE area and the City Maintained Improvements in any manner or for any purposes other than as herein set forth;
- b. Knowingly or intentionally engage in any act which would, to an ordinarily prudent person in the position of District, be reasonably foreseeable to cause material damage to the easement area and the City Maintained Improvements;
- c. Abandon the PAE area during the Term of this Agreement;
- d. Knowingly use or occupy, or knowingly permit the PAE area and the City Maintained Improvements or any parts thereof, to be used or occupied, for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of hazardous material), or operate or conduct the business in or on the PAE area and the City Maintained Improvements in any manner known to constitute or give rise to a nuisance of any kind;
- e. Make, authorize or permit any material modifications or alterations to the PAE area and the City Maintained Improvements except as expressly authorized by this Agreement;
- f. Enter into or amend any contract or agreement affecting the PAE area and the City Maintained Improvements that conflicts in any material respect with the terms of this Agreement or that does not contain an express provision that it will terminate automatically upon the expiration or earlier termination of this Agreement.

Section 14. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement, and it is also understood and agreed that separate counterparts of this Agreement may be separately executed by the City and the District, all with the same force and effect as though the same counterpart had been executed simultaneously by both the City and the District. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Section 15. Validity. If any one or more of the terms, provisions, promises, covenants, conditions or option provisions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever

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by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, conditions and option provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Binding Effect. This Agreement, and the terms, provisions, promises, covenants, conditions and option provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 17. No Lease. This Agreement (i) is not a lease, and (ii) shall not make City an agent for the District.

Section 18. Estoppel Certificate. Within ten (10) days after delivery of a written request, each party shall execute and deliver to the other party an estoppel certificate certifying as to such facts with regard to this Agreement and the PAE areas that either party may reasonably request from time to time.

Section 19. Conflict. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of other agreements, the terms of this Agreement shall prevail.

Section 20. Successors and Assigns. This Agreement shall inure to the benefit and binds each of the Parties successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Public Access Easement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

THE CITY OF SUNNYVALE

By: _____
Manuel Pineda
Director of Public Works

APPROVED AS TO FORM:

Robert Boco
Sr. Assistant City Attorney

FOOTHILL-DE ANZA COMMUNITY
COLLEGE DISTRICT

By: _____
Judy C. Miner
Chancellor

Attachments:

- Exhibit A Conformed copy of Public Access Easement Deed
- Exhibit B City Maintained Improvements

All signatures must be notarized.

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EXHIBIT B

(City Maintained Improvements)

Listed below are existing improvements to be maintained by the City within the PAE area. City shall be responsible to maintain any future facilities installed within the PAE area in perpetuity.

1. Innovation Way Improvements:

- a. Asphalt pavement, including finished surface, base course, sub-base, and subgrade
- b. Concrete curb and gutter, including base course, sub-base and subgrade
- c. Sidewalk, including finished surface, base course, sub-base and subgrade
- d. Public water line facilities, including fire hydrants and appurtenances
- g. Street trees
- h. Root barriers
- j. Irrigation systems for street trees, including timers, controllers, piping, valves, heads, conduits, power supply and backflow preventers.
- k. Street lighting facilities and appurtenances not including power therefor which shall be provided and paid for by the District.
- g. Traffic signage pavement markings, and striping including bike lanes
- h. All other facilities located within the existing median



**47-foot wide Public Access Easement
Lands of Foothill De Anza**

All that certain real property situates in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel C - T 6 S, R 2 W, MDM supplemental Plat dated June 30, 2011 – Volume R 623 pages 156 to 179 BLM field notes.

Beginning at the southwesterly corner of said Parcel C;

Thence along the westerly boundary of said Parcel C North 15⁰ 45' 42" East 441.61 feet;
Thence along the northerly boundary of said Parcel C through a tangent curve to the right radius 150.03 feet delta 89⁰ 59' 03" length 235.63 feet;
Thence South 74⁰ 14' 43" East 75.94 feet;
Thence through a tangent curve to the left radius 150.03 delta 39⁰ 17' 47" length 102.90 to Innovation Way a public street;
Thence along the boundary of Innovation Way and the projection of the boundary in Innovation Way South 15⁰ 45' 40" West 56.50 feet;
Thence through a non-tangent curve to the right having a radial bearing North 88⁰ 39' 38" west radius 197.03 delta 28⁰ 49' 50" length 99.14 feet;
Thence North 74⁰ 14' 43" West 75.94 feet;
Thence through a curve to the left radius 103.03 delta 90⁰ 00' 11" length 161.84;
Thence South 15⁰ 45' 42" West 441.57 feet;
Thence North 74⁰ 14' 18" West 47.00 to the **Point of Beginning**.

The area of this easement is approximately 38,395 square feet.

Being Santa Clara County Assessor's Parcel Number 110-27-036.

For: BKF Engineers

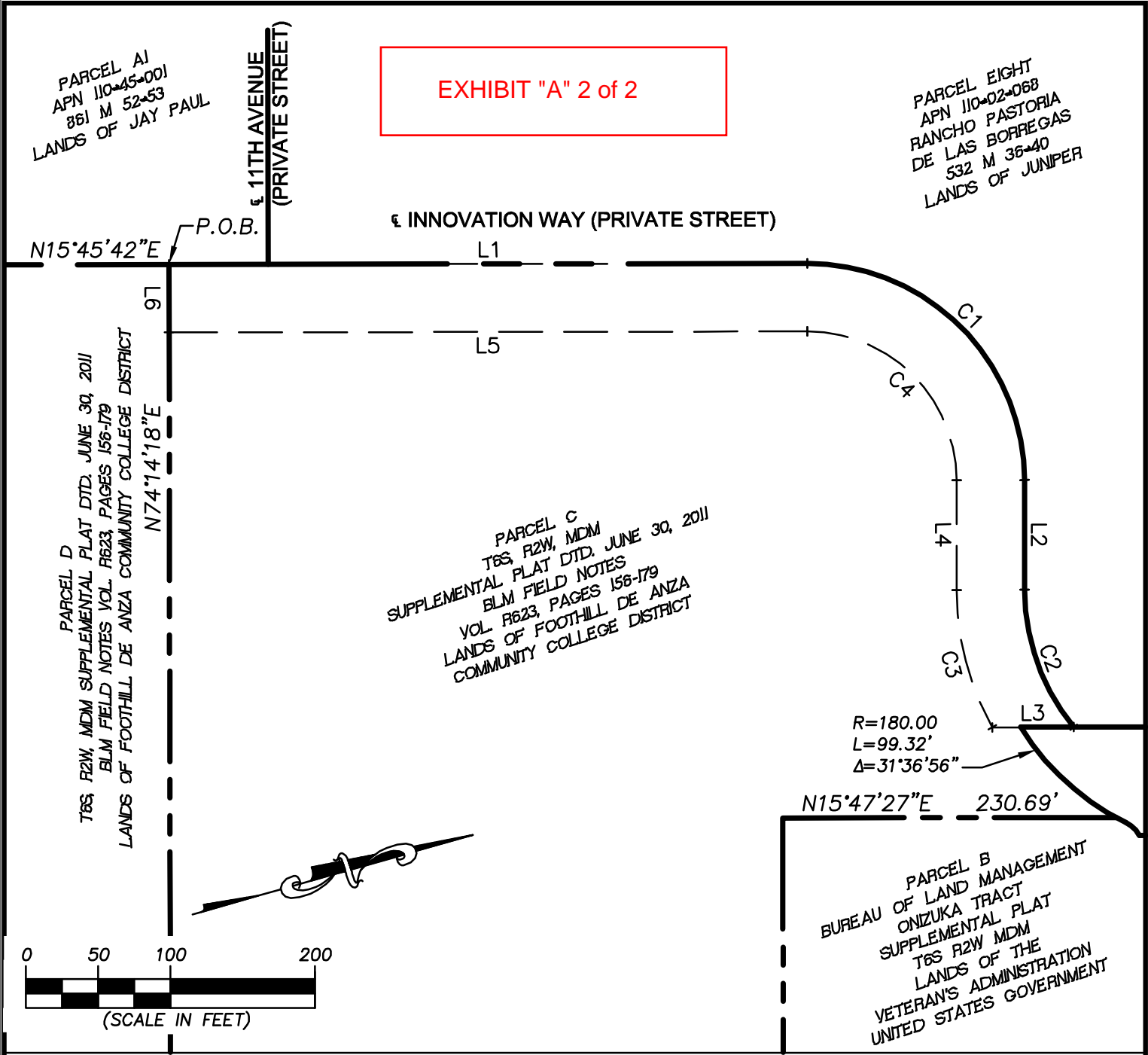
Martin B. Parissenti PE 30747

Date

S.C. _____

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EXHIBIT "A" 2 of 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°45'42"E	441.61'
L2	S74°14'43"E	75.94'
L3	S15°45'40"W	56.50'
L4	N74°14'43"W	75.94'
L5	S15°45'42"W	441.57'
L6	N74°14'18"W	47.00'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89°59'10"	235.63'	150.03'
C2	39°17'47"	102.90'	150.03'
C3	28°49'50"	99.14'	197.03'
C4	90°00'11"	161.84'	103.03'

LEGEND
 --- EASEMENT LINE
 ——— EXISTING PROPERTY LINE
 APN ASSESSOR'S PARCEL NUMBER
 P.O.B. POINT OF BEGINNING



1650 TECHNOLOGY DRIVE
 SUITE 650
 SAN JOSE, CA 95110
 408-467-9100
 408-467-9199 (FAX)

Subject INNOVATION WAY - 47' WIDE
PUBLIC ACCESS EASEMENT - FH-9
 Job No. 20116100
 By NM Date 12-23-14 Chkd. MBP
 SHEET 1 OF 1

12-24-14
 PLOT TIME:
 PLOTTED BY:
 hora