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**Public Works, Repairs and Maintenance**  
**CHANGE NO. \_\_ TO AGREEMENT BETWEEN OWNER AND**  
**CONTRACTOR**

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Foothill De Anza Community College District, hereinafter called "Owner" and \_\_\_\_\_ hereinafter called "Contractor" with Owner and Contractor each a "Party" and together the "Parties" to this Agreement.

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

1. Services to be performed by Contractor.

**(check one box)**

No Change

In consideration of the payments hereinafter set forth, Contractor shall perform services for Owner in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.

2. Payments.

**(check one box)**

No Change

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", Owner shall make payment to contractor in the manner specified in revised Exhibit "A" which is attached hereto and by this reference made a part hereof.

3. Contract Term.

**(check one box)**

No Change

This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. The Owner may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.

4. Other changes.

**(check one box)**

No Change

Describe applicable changes in detail:

Purchase Order \_\_\_\_\_

**Revised EXHIBIT "A"**

Contract between Foothill-De Anza Community College District (Owner) and \_\_\_\_\_, hereinafter called "Contractor".

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

II. Amount and Method of Payment: (Indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work; including the cost of payment bonds if applicable.)

\$ \_\_\_\_\_ ORIGINAL AGREEMENT AMOUNT  
\$ \_\_\_\_\_ AMOUNT OF ALL PREVIOUS CHANGES  
\$ \_\_\_\_\_ AMOUNT FOR THIS CHANGE  
\$ \_\_\_\_\_ NEW TOTAL AGREEMENT AMOUNT

In any event, the total payment for services of Contractor shall not exceed \$\_\_\_\_\_ and Owner shall have the right to withhold payment if Owner determines that the quantity or quality of the work performed is unacceptable in accordance with the Agreement. If change orders increase the value of the Agreement over \$25,000 then the Contractor shall be required to provide payment bonds pursuant to California Civil Code sections 9550-9566.

III. Term of the contract: The term of the contract shall continue until \_\_\_\_\_ 20\_\_\_\_\_.

The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Owner and the Contractor as of the date set forth above.

**Foothill-De Anza Community College District**  
**“Owner”**

**“Contractor”**

By:

Signature:

\_\_\_\_\_  
*Authorized Signature – Purchasing Services*

\_\_\_\_\_  
 Print

Print  
 Name:

\_\_\_\_\_  
 Name:

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

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

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

\_\_\_\_\_  
 Email:

California Contractor’s License# \_\_\_\_\_

• Expiration Date: \_\_\_\_\_

• DIR Registration #: \_\_\_\_\_

This Agreement is not valid until signed by both Parties above.

<b>FOR CAMPUS USE ONLY:</b>		
Originator: _____	Date: _____	Extension: _____
FOAP: I _____ F _____ O _____ A _____ P _____		
<b>Campus Finance/Fiscal Services Authorization:</b>		
Name: _____	Signature: _____	
Title: _____	Date: _____	