

Board of Trustees Agenda Item

Board Meeting Date: November 1, 2010

Title of Item:

Measure C Consent

Background and Analysis:

The aggregate amount of these items is: \$155,320

De Anza College –

- A) Guerra Construction Group – Prime Contract Change Order #2 – FINAL CHANGE ORDER – CDC Playground Maintenance and Shade Structure - <\$225>
- B) John Plane Construction, Inc. – Change Order #6 – Seminar Building and Multicultural Center - \$30,544
- C) Peterson Dean Commercial, Inc. – Prime Contract Change Order #3 – Roof and Trellis Repair – PE 1-2-6 & S7-8 - \$3,652
- D) S. J. Amoroso, Inc. – Change Order #21 – S2-S6 Phase II – Utility Master Plan – Phase I - <\$4,822>
- E) S. J. Amoroso, Inc. – Change Order #22 – S2-S6 Phase II – Utility Master Plan – Phase I - \$36,620

Foothill College

- F) Clark Inspection Group, Inc. – Agreement for Inspector of Record Services – Renovation of Language Arts General Classrooms - \$33,000
- G) City of Palo Alto – Change Order #1 to Rental Contract – Soccer and Softball Complex - \$1,305
- H) HMC Architects – Revision #4 to Project Authorization Amendment #F-HMC-#1B – Modernization of Administration Building and General Classrooms - \$23,800
- I) Zolman Construction and Development, Inc. – Change Order #8 – Modernization of Administration Building and General Classrooms - \$31,446

Central Services –

None

Charles Allen, Executive Director of Facilities, Operations, and Construction Management, Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Bond Program Management, Foothill College, recommends that Measure C consent item(s) be ratified/approved by the Board of Trustees.

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Director, Bond Program Management, Foothill College
Is backup provided?	Yes



Prime Contract Change Order

A

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

228 CDC Playground Maint. & Shade Structure
De Anza College 21250 Stevens Creek Blvd. Cupertino, CA
95014

Project # 228
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/1/2010
To Contractor:
Guerra Construction Group
345 Commercial Street
San Jose, CA 95112

DSA Number 01-111208
Project # 228
Contract Date: 5/3/2010
Contract Number: MC-101456
Change Order Number: 002

The Contract is hereby revised by the following items:

FINAL CHANGE ORDER

PCO	Description	Amount
001	CREDIT - RFI 02 & 12 - Change decking to mulch at small maple tree to avoid surface roots, and add small shrub planting. Architect directed design change.	\$(1,335)
005	RFI 09 - Additional costs for grading changes due to tree roots at play structure. Field condition.	\$3,220
009	CREDIT for not installing 150' irrigation control wires due to reuse of (E) irrigation controller on site. Field condition.	\$(1,633)
012	Overtime to prepare for concrete pour 9/3/10. College request.	\$507
013	CREDIT for loop road directional sign damage at Lot-D entrance.	\$(5,722)
014	Raise drainage inlet in planting area to grade to facilitate correct drainage. Field condition.	\$416
015	Install rubber fall zone mat to cover existing tree roots. Field condition.	\$1,616
016	Replace diseased fruit tree per College request.	\$1,486
019	RFI-24 Install step at small deck to accomodate grade change. Architect Directed Design Change	\$775
022	Install rubber safety mat at wheelchair transfer for small deck. Per College Request.	\$445

The original Contract Value was.....	\$254,797
Sum of changes by prior Prime Contract Change Orders.....	\$8,421
The Contract Value prior to this Prime Contract Change Order was.....	\$263,218
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(225)
The new Contract Value including this Prime Contract Change Order will be.....	\$262,993
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/10/2010

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

Keller & Daseking Architects

Guerra Construction Group

Foothill-De Anza Community College
District

ARCHITECT
825 Oak Grove Avenue
Menlo Park, CA 94025

CONTRACTOR
345 Commercial Street
San Jose, CA 95112

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By William Gutsell

By Jeremy Bright

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE _____

DATE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____



Prime Contract Change Order

B

Date: 11/1/2010

To Contractor:

John Plane Construction, Inc.
100 North Hill Dr., Ste.12
Brisbane, CA 94005

DSA Number 01-110252

Project #

Contract Date: 3/18/2010

Contract Number: 001

Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order #6, November 1, 2010 BOT Meeting

PCO	Description	Amount
053	RFI 154: Revised Flashing at the MCC Tower - AD	\$4,342
038	MCC, Plaster at North Side - OD	\$4,348
039	ASI 17, Seminar Lock/Keying Changes - OD	\$667
047	RFI 115, Relocate MCC Transformer - AD	\$3,720
046	ASI 021, MCC Grades at SE Corner Storm Drain Only- AD	\$8,268
049	MCC RFI 160/161: Display Case Finishing - FC	\$1,380
051	MCC: Existing Floor Patching - FC	\$2,291
052	MCC: Insulate Existing Hydronic Lines - FC	\$5,528

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$62,180
The Contract Value prior to this Prime Contract Change Order was.....	\$2,768,380
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$30,544
The new Contract Value including this Prime Contract Change Order will be.....	\$2,798,924
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/6/2010

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

Noll & Tam Architects & Planners

John Plane Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

729 Heinz Street, #7
Berkeley, CA 94710

Address

By

SIGNATURE

DATE

CONTRACTOR

100 North Hill Dr., Ste.12
Brisbane, CA 94005

Address

By

SIGNATURE

DATE

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:



Prime Contract Change Order

C

Detailed, Based on Unit Prices, Architect - De Anza

273 Roof and Trellis Repair: PE1-2-6 and S7-8
21250 Stevens Creek Blvd. Cupertino CA 95014

Project # 273
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS**Date: 10/15/2010****To Contractor:**

Petersen Dean Commercial, Inc.
7980 Enterprise Drive
Newark, CA 94560

Project #**Contract Date:** 3/16/2010**Contract Number:** MC101046**Change Order Number:** 003**The Contract is hereby revised by the following items:**

Change order #3. The total cost of this change order is \$3652. There shall be no extension of time for this change order

PCO	Description	Amount
015	Fire Sprinkler Leak Repair between PE Quad Canopies	\$15,562
016	Add Wood Header above Specialite Doors at Storage Shed	\$1,143
018	Close Out Allowance #2 - Conduit Abandonment/Repair	\$(20,000)
014	ASI #9 - Electrical Boxes on PE1 and PE2 flat roofs	\$2,267
017	Parapet Cap Modifications S7-S8	\$4,680

The original Contract Value was.....	\$1,242,000
Sum of changes by prior Prime Contract Change Orders.....	\$6,338
The Contract Value prior to this Prime Contract Change Order was.....	\$1,248,338
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,652
The new Contract Value including this Prime Contract Change Order will be.....	\$1,251,990
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/14/2010

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

Allana Buick & Bers, Inc.**ARCHITECT**

990 Commercial Street
Palo Alto, CA 94303

AddressBy Mike Johns

SIGNATURE _____

DATE _____

Petersen Dean Commercial, Inc.**CONTRACTOR**

7980 Enterprise Drive
Newark, CA 94560

AddressBy Joaquim Pereira

SIGNATURE _____

DATE _____

Foothill-De Anza Community College District**OWNER**

12345 El Monte Road
Los Altos Hills, CA 94022

AddressBy Charles Allen

SIGNATURE _____

DATE _____



Prime Contract Change Order

D

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

241 Phase II - S-2 and S-6 Central Plant
De Anza College, 21250 Stevens Creek Blvd., Cupertino,
CA 95014

Project # 241
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/1/2010
To Contractor:
S.J. Amoroso Construction Co., Inc.
390 Bridge Parkway
Redwood Shores, CA 94065

DSA Number File No. 43-C2; Appl.01 110405
Project # SOBE # 08238
Contract Date: 7/10/2009
Contract Number: FHDA PO# MC100380
Change Order Number: 021

The Contract is hereby revised by the following items:

Change Order #21

PCO	Description	Amount
111A	Re-attach Conduits at Mechanical Room of S6 - Architect Directive	\$4,048
187	RFI 262 Modify Pipe Insulation at E1 Connection - Field Condition	\$6,803
195	RFI 274 Provide Filters at Gas Meters in S2 and S6 - Architect Directive	\$5,327
197	Partial Discharge Testing - Owner Directive	\$(21,000)

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$1,366,345
The Contract Value prior to this Prime Contract Change Order was.....	\$10,763,345
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(4,822)
The new Contract Value including this Prime Contract Change Order will be.....	\$10,758,523
The Contract duration will be changed by.....	0 Days
The revised Project Completion date as of this Prime Contract Change Order is.....	11/10/2010

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

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College
District

ARCHITECT

305 South 11th Street
San Jose, CA 95112

Address

By Keith Rootsart

SIGNATURE _____

DATE _____

CONTRACTOR

390 Bridge Parkway
Redwood Shores, CA 94065

Address

By Cleveland, Mike

SIGNATURE _____

DATE _____

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____



Prime Contract Change Order

E

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

241 Phase II - S-2 and S-6 Central Plant
De Anza College, 21250 Stevens Creek Blvd., Cupertino,
CA 95014

Project # 241
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 11/1/2010
To Contractor:
S.J. Amoroso Construction Co., Inc.
390 Bridge Parkway
Redwood Shores, CA 94065

DSA Number File No. 43-C2; Appl.01 110405
Project # SOBE # 08238
Contract Date: 7/10/2009
Contract Number: FHDA PO# MC100380
Change Order Number: 022

The Contract is hereby revised by the following items:

Change Order #22

PCO	Description	Amount
196	PR 33.1 Paint Exterior Hydronic Pipe at S2, S6 and Cooling Tower Yard. Revise Milestone #8 Project Completion to November 19, 2010 - Architect Directive	\$34,143
199	RFI 277 Connect Pipe at MLC Building End - Architect Directive	\$2,477

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$1,361,523
The Contract Value prior to this Prime Contract Change Order was.....	\$10,758,523
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$36,620
The new Contract Value including this Prime Contract Change Order will be.....	\$10,795,143
The Contract duration will be changed by.....	9 Days
The revised Project Completion date as of this Prime Contract Change Order is.....	11/19/2010

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

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College
District

ARCHITECT
305 South 11th Street
San Jose, CA 95112

CONTRACTOR
390 Bridge Parkway
Redwood Shores, CA 94065

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Keith Rootsart

By Cleveland, Mike

By Charles Allen

SIGNATURE _____

SIGNATURE _____

SIGNATURE _____

DATE _____

DATE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 23rd day of September, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Clarke Inspection Group Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 33,000.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from September 23, 2010 through October 23, 2011 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. **Non-Discrimination.**

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

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

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

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

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$76,700.00 for routine maintenance, or other services not described in (a).

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

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

Foothill-DeAnza Community College District

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

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

Authorized Contractor Signature	Date
Contractor's Company Name	
Contractor's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Exhibit A
Modernization of Language Arts Classrooms

I. Description of Services

The Inspector's services shall include, but not be limited to, providing Division of the State Architect (DSA) quality assurance inspection services, as requested by the District, for the Modernization of Administration Building and General Classrooms construction project at Foothill College to ensure that the work is in compliance with DSA-approved project plans and specification as well as codes, regulations and quality control required of public schools in the State of California.

1. Perform the duties required of the DSA Project Inspector as required by Title 24, Part 1 as summarized in DSA IR-A8.
2. Issue correction and stop work notices and notify the Architect, the District and its Construction Manager in writing if work does not conform to contract documents, including plans and specifications. If the Contractor fails to immediately correct the deviation, send copies of such notices to DSA.
3. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
4. Maintain liaison with District, Architect, Construction Manager, Testing Lab, Asbestos & Lead Based Paint Abatement Monitor as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
5. Keep a file of approved contract documents on the Project site at all times, including all reports of test and inspections required by the construction documents, and shall immediately return any unapproved contract documents to the Architect.
6. The inspector shall at all times have immediate access to codes and regulations referred to in the construction documents.
7. Organize and maintain a complete system of construction records including, but not limited to:
 - a. Log book and/or inspection reports
 - b. Correspondence file
 - c. Change order file
 - d. Shop drawing and sample submittal file
 - e. Test and inspection file
 - f. DSA reports
 - g. Daily Reports
 - h. Monthly Reports
8. Submit, on a daily basis, an activity report to the Architect, District and Construction Manager, including the following information:
 - a. Activities performed by the Contractors, and areas where work is performed.
 - b. Manpower assigned to each Contractor and Subcontractor.
 - c. Weather conditions.
 - d. Equipment and materials delivered to the site.
 - e. Construction equipment and vehicles utilized.
 - f. Nature and location of the work being performed.
 - g. Inspection by representatives of regulatory agencies.

- h. List visitors to the site, titles, and reasons for visit.
 - i. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 - j. Verbal communication and clarifications of the work given to the Contractor.
 - k. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 - l. Record any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note collective actions taken.
 - m. Record start and completion dates for various portions of the work as well as substantial and final completions of the work.
- 9. Notwithstanding anything express or implied to the contrary, Inspector shall comply with all federal, state, county, and local government requirements.
 - 10. Review and monitor Contractor's construction methods and procedures during all construction activities.
 - 11. Attend all meetings as required by contract documents and/or requested by District and/or its Architect, and/or its Construction Manager, including but not limited to: pre-construction, pre-installation, specification review, schedule review, coordination, weekly progress, payment review, substantial completion, punch list preparation, and final inspection walk-throughs.
 - 12. Schedule all special Inspections and testing as required by the contract documents and also maintain all necessary backup information for processing invoice billings related to special inspections and tests of the project. Observe and record dates and times of all test procedures and results.
 - 13. Maintain a record of all observed construction and of all inspections and tests, in a format acceptable to the Architect, District and to DSA. All records shall be kept on site until completion of the project, and then shall be transmitted to the appropriate parties.
 - 14. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur immediately and within 24 hours of Contractor's delivery to the job site.
 - 15. Submit to the Architect and Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued.
 - 16. Copies of inspection and observation results shall be sent to the District's Bond Director, the District's Construction Manager, the Architect, and to DSA as required by that agency. Copies may be required by other authorities having jurisdiction, such as the local fire department or environmental control districts.
 - 17. Copies of reports sent to DSA shall be sent by the Inspector to the District, the District's Construction Manager, the contractor and the Architect.
 - 18. Work with the District, District's Construction Manager, general contractor, subcontractors, and manufacturer's representatives as part of a Commissioning Team, according to all sections of the specifications that require testing, documentation and acceptance of all installed and working equipment.

19. Review and approve the Contractor's Payment Requests at payment review meetings.
20. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
21. Conduct final inspections, in coordination with the District's Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.
22. At completion of project, deliver a copy of all inspection records and project correspondence to the District.
23. Prior to commencement of work, review the approved construction documents and shall provide the District's Construction Manager with a list of anticipated inspections required by applicable codes
24. Submit final verified reports to DSA in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal inspection of the construction work in all stages of its progress at the site.
25. The Inspector shall NOT:
 - a. Perform duties prohibited by DSA IR A8
 - b. Authorize deviation from the construction documents.
 - c. Interfere with the work of the contractor or the District's Construction Manager.
 - d. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
 - e. Coordinate activities of the District, District's Construction Manager, College or contractor.
26. The Inspector shall not be responsible or liable for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the project.

II. Amount and Method of Payment:

Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.

1. Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
2. The District will pay the Inspector for services at the following rates:
Class I Inspector: \$65 per hour
3. Remit payment applications to:
Susan Moore
Gilbane/MAAS
c/o Foothill College
12345 El Monte Road
Los Altos Hills, CA 94022
4. In any event, the total payment for services of contractor shall not exceed \$33,000.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of Agreement

The length of this Agreement shall commence on the date specified in the first paragraph of this contract, and shall continue until October 23, 2011. The Agreement may be extended for an additional length of time as agreed upon by both parties.

End of Exhibit A

Exhibit "I" Insurance Requirements

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

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

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

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

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



Rental Contract / Permit

Printed: 13-Oct-10, 04:00 PM

User: shiaq

Contract #: 82156
Date: 13-Oct-10

User: shiag
Status: Tentative

i) Purpose of Use	Field Rental Foothill College softball
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ii) Conditions of Use	Listed on "Field waiver"
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iii) Date(s) and Time(s) of Use	# of Bookings: 29	Starting: Thu 14 Oct 10 01:30 PM Ending: Thu 02 Dec 10 03:30 PM	Expected: 0
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Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	xFee	Tax	Total
Sports Complex - Cubberley - Softball #1	Thu	14-Oct-10	01:30 PM	14-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	18-Oct-10	01:30 PM	18-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	19-Oct-10	01:30 PM	19-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed	20-Oct-10	01:30 PM	20-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu	21-Oct-10	01:30 PM	21-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	25-Oct-10	01:30 PM	25-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	26-Oct-10	01:30 PM	26-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed	27-Oct-10	01:30 PM	27-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu	28-Oct-10	01:30 PM	28-Oct-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	01-Nov-10	01:30 PM	01-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	02-Nov-10	01:30 PM	02-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed	03-Nov-10	01:30 PM	03-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu	04-Nov-10	01:30 PM	04-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	08-Nov-10	01:30 PM	08-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	09-Nov-10	01:30 PM	09-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed	10-Nov-10	01:30 PM	10-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu	11-Nov-10	01:30 PM	11-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	15-Nov-10	01:30 PM	15-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	16-Nov-10	01:30 PM	16-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed	17-Nov-10	01:30 PM	17-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu	18-Nov-10	01:30 PM	18-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon	22-Nov-10	01:30 PM	22-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue	23-Nov-10	01:30 PM	23-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00

Rental Contract / Permit

Contract #: 82156
Date: 13-Oct-10

User: shiag
Status: Tentative

Sports Complex - Cubberley - Softball #1	Wed 24-Nov-10	01:30 PM	24-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu 25-Nov-10	01:30 PM	25-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Mon 29-Nov-10	01:30 PM	29-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Tue 30-Nov-10	01:30 PM	30-Nov-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Wed 01-Dec-10	01:30 PM	01-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00
Sports Complex - Cubberley - Softball #1	Thu 02-Dec-10	01:30 PM	02-Dec-10	03:30 PM	\$45.00	\$0.00	\$0.00	\$45.00

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$1,305.00	\$0.00	\$0.00	\$1,305.00	\$0.00	\$0.00	\$1,305.00	\$0.00

Balance of rental due and payable immediately

vi) Other Information

Prompt	Answer
Activity?	Foothill College softball
Equipment?	none

vii) Additional Notes

Softball #1 - Sports Complex - Cubberley

X:



Mike Legarza

Foothill College - Fields
12345 El Monte Road
Los Altos Hills CA 94022
USA

Home: ()
Fax: (650)

Business: (650)949-7741

X:

Name: _____

Title: _____

City of Palo Alto Community Services

Date: _____

Date: _____

Revision #4 to PAA #F-HMC-#1B

Revision #4 to Project Authorization Amendment #F-HMC-#1B dated December 2, 2008 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 104 – Building 5500, 108 – Building 6400, and 112 – Administration Building.

AMENDMENT DATE: 11/1/10

SCOPE OF WORK:

To provide design, bidding, construction administration, and DSA closeout services including:

1. Enlarging an Existing Classroom (1943).
2. Adding a second door into this Classroom.
3. Creating a new 8'x10' office space (1961).
4. Shifting a door (1944C) to the north and extending a wall to define a new corridor space.
5. Moving a wall location north to increase the size of office 1960 and decrease the size of office 1959.
6. Building new full height partitions in an L configuration on the north side of Office 1959. One of these walls shall have clerestory windows to continue the existing line of clerestory glazing in Offices 1959 and 1960.
7. Rearrange the offices along the north side of the 1900 East Wing to accommodate an existing utility chase and maintain the appropriate number and size of offices needed.
8. Revise exterior Door 1944A to match new entry doors with 2 glass lights and FRP finish.
9. Provide lighting for the new corridor space above.
10. Provide track lighting to wash the wall at the Waiting Area (1933) opposite the entry doors.
11. Adjust lighting locations as required by the relocation of partitions and provide new lighting where required by newly created office spaces, et al.
12. Adjust mechanical supply and return grills as required by the modifications described above.
13. Modify miscellaneous electrical and signal devices, data and power outlets, switches, etc., to coordinate with the revised wall locations as noted.
14. Provide blocking in the west wall of the Mail/Storage Room (1934A) to allow the mounting of adjustable shelf brackets (Knape & Vogt) to accommodate storage of paper, boxes, and printed material.

COMPENSATION:

PAA value including previous revisions:	\$ 525,829.00
Net change in contract value due to this Revision #4:	\$ 23,880.00
New contract value including this amendment and Reimbursables:	\$ 549,709.00

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

Amendment agreed to by:

OWNER

Signature

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

CONSULTANT

Signature

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

Prime Contract Change Order

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

Date: 11/1/2010

To Contractor:

Zolman Construction and Development Inc.
565 Bragato Road
San Carlos, CA 94070

DSA Number

Architect's Proje

3449003

Contract Date:

Contract Number: MC101031

Change Order Number: 008

The Contract is hereby revised by the following items:

Change Order #8 - November BOT

PCO	Description	Amount
054	Installation of power and data in classrooms 6402 and 6403. These were programmed to be classrooms but the LA Division turned them into computer classrooms. This work was to energize the empty walker duct and to add power and data in 1900.	\$31,446

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$291,078
The Contract Value prior to this Prime Contract Change Order was.....	\$5,034,078
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$31,446
The new Contract Value including this Prime Contract Change Order will be.....	\$5,065,524
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/28/2011

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

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road
San Carlos, CA 94070

Address

By

SIGNATURE

DATE

OWNER

Address

By

SIGNATURE

DATE

College Approval

Signature

Date: