

## **Board of Trustees Agenda Item**

**Board Meeting Date:** January 10, 2011

**Title of Item:**

Measure C Consent

**Background and Analysis:**

***Aggregate amount of these items is: \$383,035.20***

***De Anza College –***

- A) Architectural Resources Group – Revision #5 to PAA-3C/Purchase Order #G979220 – Baldwin Winery & East Cottage - \$26,438
- B) John Plane Construction, Inc. – Change Order #5 – Baldwin Winery & East Cottage - \$37,818
- C) John Plane Construction, Inc. – Change Order #6 – Baldwin Winery & East Cottage - \$20,849
- D) John Plane Construction, Inc. – Change Order #7 – Baldwin Winery & East Cottage - \$9,613
- E) John Plane Construction, Inc. – Change Order #8 – Baldwin Winery & East Cottage - \$2,899
- F) John Plane Construction, Inc. – Change Order #9 – Baldwin Winery & East Cottage - \$3,197
- G) John Plane Construction, Inc. – Change Order #9 – Seminar Building & Multicultural Center - \$40,013
- H) Miller Company Landscape Architects – Revision #2 to PAA #D01 – CDC Playground Maintenance & Upgrades - \$2,000
- I) Noll & Tam – Revision #2 to PAA #D04 – Corporation Yard - \$8,920
- J) Quali-Con Enterprise, Inc. – Revision #1 to Agreement – Baldwin Winery & East Cottage - \$45,360

***Foothill College***

- K) Clarke Inspection Group, Inc. – Inspector of Record Agreement – Utilities Infrastructure Upgrades Phase I - \$71,746.20
- L) Valley Crest Landscape Development – Change Order #2 – Soccer & Softball Complex - \$60,225
- M) Verde Design – Revision #3 – Professional Services – Soccer & Softball Complex - \$6,425
- N) WRNS Studio, LLP – Revision #2 to PAA F-WRNS-1B – Central Campus Site Improvements - \$29,700
- O) WRNS Studio, LLP – Revision #1 to PAA F-WRNS-4A – Parking & Circulation - \$1,700
- P) Zolman Construction & Development, Inc. – Change Order #1 – Renovation of Language Arts Classrooms, Building 6200, 6300 & 6500 - \$16,132

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

**Revision Number 5 to Project Authorization Amendment #3C  
Between Foothill-De Anza Community College District  
& Architectural Resources Group, Inc.**

Revision Number 5 to PAA #3C dated May 6, 2008 between Foothill - De Anza Community College District and Architectural Resources Group, Inc for Measure C Project 203 – Baldwin Winery

REVISION DATE: January 10, 2011

SCOPE OF WORK:

Provide additional structural engineer administration services due to the construction schedule extension. T&M estimated costs to complete Architectural services, on a NTE basis.

COMPENSATION:

Original contract value:	\$ 131,701
Net change on contract value prior to this revision:	\$ 31,587
Contract value prior to this revision:	\$ 163,288
Net change in contract value due to this revision:	<u>\$ 26,438</u>
New contract value including this revision:	<u>\$ 189,726</u>

Contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional three month periods.

All other contract terms to remain in place per the Master Agreement and Project Authorization Amendment referenced above.

Amendment agreed to by:

OWNER

---

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

**Charles Allen**

*Executive Director of Facilities, Operations, and Construction Management*  
Foothill-De Anza Community College District

ARCHITECT

---

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

**Stephen Farneth**

*Principal*  
Architectural Resources Group, Inc

ARCHITECTURAL RESOURCES GROUP, INC.  
Architects, Planners & Conservators



December 13, 2010

Tom Armstrong  
Director, De Anza College Bond Program  
Foothill-DeAnza Community College District  
12345 El Monte Road  
Los Altos, CA 94022

Re: Additional Services Request for Project Assignment Agreement #3-C  
Baldwin Winery Construction Administration Services

Dear Tom:

Architectural Resources Group is submitting an additional services request due to the construction schedule extension beyond November 4<sup>th</sup>, which is the date that the prior request was based on according to the schedule that ARG had available at that time. Note that both 3.3.8 Extended Construction Duration and 3.3.9 Additional Site Inspections in the Standard Form of Agreement outline the Contingent Additional Services that are forming the basis of this request.

ARG has prepared an estimated additional services request that is to be billed on a time and materials basis with an estimated construction completion date of January 7, 2011. As of November 30<sup>th</sup> ARG has spent \$90,958.75 on labor, versus our budget of \$70,875.55 for Construction Administration services. The original construction schedule had a completion date of August 8<sup>th</sup>. The revised construction schedule that the prior additional services request was based on used a completion date of November 4<sup>th</sup>. Using an estimated date of January 7, 2011 this is an additional 9 weeks beyond November 4<sup>th</sup>. Based on the average time spent working on Construction Administration to date, as well as adjusting for fewer hours based on anticipated fewer submittals, the following additional services have been developed:

ARG Services:

Additional Time due to extension of construction duration: 8 hours per week x \$125 per hour = \$1,000 x 9 weeks =	<b>\$9,000</b>
Additional Site Visits, including follow-up for field reports: 12 hours x \$125 per hour = \$1500 x 6 additional site visits =	<b>\$9,000</b>
In-house coordination with Principals: 6 hours x \$220 per hour =	<b>\$1,320</b>
5% Consultant Mark-up=	<b>\$268</b>

*Principals*

BRUCE D. JUDD, FAIA  
STEPHEN J. FARNETH, FAIA  
TAKASHI FUKUDA  
AARON JON HYLAND, AIA  
NAOMI O. MIROGLIO, AIA  
DAVID P. WESSEL, AIC, FAPT

*Senior Associates*

ANDREW G. BLYHOLDER, AIA  
DEBORAH J. COOPER, AIA  
GEE HECKSCHER, AIA  
ARNIE HOLLANDER  
M. BRIDGET MALEY  
CATHLEEN MALMSTROM, AIA  
SUSAN McDONALD, AIA  
KATHERINE T. PETRIN  
W. DEAN RANDLE, AIA

*Offices*

SAN FRANCISCO  
PASADENA  
SEATTLE  
PORTLAND

*Northern California Office*

Pier 9, The Embarcadero  
San Francisco, California 94111  
e-mail arg@argsf.com  
fax 415.421.0127  
415.421.1680  
www.argsf.com

ARCHITECTURAL RESOURCES GROUP

Architects, Planners & Conservators, Inc.



Allowance for Reimbursables= \$1,500

**ARG Total** **\$21,088**

List Engineering and Fehr Engineering Services:

Additional Time for coordination issues above and beyond the original  
contract = \$5,350

**MEP Total** **\$5,350**

**TOTAL ADDITIONAL SERVICE** **\$26,438**

Please feel free to give me or Adria Oswald a call if there are any questions.

A handwritten signature in black ink, appearing to read 'S. Farneth'.

Stephen J. Farneth, FAIA  
Principal



List Engineering  
165 Tenth Street  
Suite 300  
San Francisco, CA 94103  
T: 415.355.1962  
9699 Blue Larkspur Lane  
Suite 203  
Monterey, CA 93940  
T: 831.373.4390  
F: 831.373.6522  
www.listengineering.com

## M E M O R A N D U M

**TO:** Adria Oswald  
**ADDRESS:** a.oswald@argsf.com  
**FROM:** Ron Blue  
**RE:** De Anza Winery – Add Services

**DATE:** 02 DECEMBER 2010  
**JOB #:** 07051.00

Adria,

Please note that this project has had several issues that are above and beyond our original agreement. Specifically:

**Fire Protection:** The original contract was for a design-build contractor to complete the system requirements. DSA involvement lead to multiple reviews and issues requiring an excessive amount of time. Estimate 22.5 manhours logged to provide services requested by your office.

**Equipment Voltages:** Equipment arrived at the jobsite with voltages at variance with original design. Estimate 4.5 manhours spent to redesign, circuit and handle.

**Length of Construction:** Original project was to be completed in August and is now forecast to be complete in January. While RFIs would still have occurred, additional site visits have also occurred. Estimate two trips for mechanical and two trips for electrical, total 8 manhours.

Value for the above tasks is \$5,350.

Please advise of any questions.

Sincerely,  
LIST ENGINEERING COMPANY

Ronald M. Blue, PE  
Principal



Prime Contract Change Order

203 Baldwin Winery and East Cottage Project      Project #1183-203      Gilbane/MAAS

Date: 7/13/2010

To Contractor:  
John Plane Construction  
1000 South Bascom Ave.  
San Jose CA 95128

Project # 1183-203  
Contract Date: 1/16/2009  
Contract Number 1  
Change Order Number: 5

The Contract is hereby revised by the following items:

Change Order # 5

Baldwin Winery		DSA#	01-110264		
PCCO	Description			Amount	
5	Provide additional support to roof fan, chip out existing concrete to allow new bond beam, demo existing sheeting and insulation at roof			\$	37,818.00
East Cottage		DSA#	01-110101		
PCCO	Description				
N/A	N/A			\$	-

Total Combined  
\$ 37,818.00

The original Contract Value was	\$	3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$	42,477.00
The Contract Value prior to this Prime Contract Change order was	\$	3,312,477.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$	37,818.00
The new Contract Value including this Prime Contract Change Order will be	\$	3,350,295.00
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Contract Change Order is		8/9/2010

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.

Architectural Resources Group  
ARCHITECT  
Pier 9, The Embarcadero  
Sa Francisco, CA 94111

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

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

By \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

By Ben Ortiz  
SIGNATURE [Signature]  
DATE 12/8/10

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

COLLEGE APPROVAL

By Letha Jeanpierre  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

Detailed, Based on Unit Prices, Architect - De Anza with  
DSA Number**203B Baldwin Winery****Project # 203B****Gilbane/MAAS**

Tel: Fax:

**Date: 7/13/2010****To Contractor:**John Plane Construction, Inc.  
100 North Hill Dr., Ste.12  
Brisbane, CA 94005**DSA Number****Project #**

203B

**Contract Date:**

11/16/2009

**Contract Number: 001****Change Order Number: 005****The Contract is hereby revised by the following items:**

Change Order #5

PCO	Description	Amount
026	Per RFI 59 - provide 6x6 sleeper for RF-1 - Architect's Direction	\$407
010	Per RFI 18 - Chip existing concrete to allow clearance for bond beam. - Field Condition	\$3,903
018	Per ECS report - abate drywall above mezzanine - Field Condition	\$5,701
025	Per RFI 82 - Demo existing sheeting and insulation at roof - Field Condition	\$27,806

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$35,366
The Contract Value prior to this Prime Contract Change Order was.....	\$2,332,266
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$37,818
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$2,370,084</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	8/8/2010

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.

Architectural Resources Group

**ARCHITECT**Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

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

Address

By

SIGNATURE

DATE

**OWNER**

Address

By

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:



# Prime Contract Change Order

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 8/27/2010

**To Contractor:**

John Plane Construction  
1000 South Bascom Ave.  
San Jose CA 95128

**Project #**

1183-203

**Contract Date:**

1/16/2009

**Contract Number**

1

**Change Order Number:**

6

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

Change Order # 6

**Baldwin Winery**

DSA# 01-110264

PCCO	Description	Amount
6	Add cork flooring at admin. area, lower fire sprinkler at lower level, provide elevator recall system, furr out wall at electrical panel.	\$ 20,849.00

**East Cottage**

DSA# 01-110101

PCCO	Description	Amount
N/A	N/A	\$ -

**Total Combined**  
\$ 20,849.00

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 80,295.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,350,295.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 20,849.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,371,144.00
The Contract duration will be changed by	0 Days

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.

Architectural Resources GroupARCHITECT

Pier 9, The Embarcadero  
Sa Francisco, CA 94111

John Plane ConstructionCONTRACTOR

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

Foothill-De Anza Community CollegeOWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

BySIGNATUREDATEBy Ben OrtizSIGNATUREDATEBy Charles AllenSIGNATUREDATE**COLLEGE APPROVAL**By Letha JeanpierreSIGNATUREDATE



# Prime Contract Change Order

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

Date: 9/17/2010

**To Contractor:**

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

DSA Number

Architect's Proje

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order 6

PCO	Description	Amount
038	Per Bulleting #2 - Added cork flooring - Owner's Request	\$2,290
039	Per RFI 121 - lower fire sprinkler line at lower level - Field Condition	\$10,156
005	Per site walk - demo rock material where grade beam is to be placed - Field Condition	\$498
013	Per RFI 4 -Provide elevator recall system - Architect's Direction	\$2,906
028	RFI 80 - Raise 4 buckets at line 1 &10	\$2,175
036	RFI 87 - Furr out wall to fit electrical panel - Architect's Direction	\$978
016	Modify existing 6x8 beam to accomodate truss bracing - Field Condition	\$1,846

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$73,184
The Contract Value prior to this Prime Contract Change Order was.....	\$2,370,084
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$20,849
The new Contract Value including this Prime Contract Change Order will be.....	\$2,390,933
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	8/8/2010

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.

Architectural Resources Group

**ARCHITECT**

Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

**CONTRACTOR**

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

Address

By

SIGNATURE

DATE

**OWNER**

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:



# Prime Contract Change Order

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 9/16/2010

**To Contractor:**

John Plane Construction  
1000 South Bascom Ave.  
San Jose CA 95128

Project #

1183-203

Contract Date:

1/16/2009

Contract Number

1

Change Order Number:

7

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

Change Order # 7

**Baldwin Winery**

DSA# 01-110264

PCCO	Description	Amount
7	Deduct for shear wall testing, Add breaker to main transformer, Furr out wall at stairwell, Install header in elevator lobby	\$ 9,613.00

**East Cottage**

DSA# 01-110101

PCCO	Description	Amount
N/A	N/A	\$ -

**Total Combined**  
\$ 9,613.00

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 101,144.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,371,144.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 9,613.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,380,757.00
The Contract duration will be changed by	0 Days

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.

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero  
San Francisco, CA 94111

John Plane Construction

CONTRACTOR

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

Foothill-De Anza Community College

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

By Ben OrtizSIGNATURE [Signature]DATE 12/2/10

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**COLLEGE APPROVAL**

By Letha Jeanpierre

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## Prime Contract Change Order

203B Baldwin Winery

Project # 203B

Gilbane/MAAS

Tel: Fax:

Date: 9/16/2010

To Contractor:

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

DSA Number

Project #

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 007

The Contract is hereby revised by the following items:

Change Order #7

PCO	Description	Amount
019	RFI 36.1 - Deductive CO for added inspections and A/E fees to test shear wall voids - Owner request	\$(1,889)
027	Per RFI 75- Provide LTP4 clips for splice of 2x8 roof framing - Architect's Direction	\$780
040	Per CCD 6 - Add breaker to main transformer - Architect's Direction	\$3,866
034	RFI 91 furr wall at stair well - Field Condition	\$1,419
035	RFI 81 -Install a header detail in elevator Lobby - Architect's Direction	\$5,437

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$93,810
The Contract Value prior to this Prime Contract Change Order was.....	\$2,390,710
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$9,613
The new Contract Value including this Prime Contract Change Order will be.....	\$2,400,323
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	8/8/2010

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.

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

John Plane Construction, Inc.

CONTRACTOR

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

Address

By Ben Ortiz

SIGNATURE [Signature]

DATE 12/8/10

OWNER

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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



E  
Prime Contract Change Order

203B Baldwin Winery

Project # 203B  
Tel: Fax:

Gilbane/MAAS

Date: 10/14/2010

To Contractor:

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

DSA Number

Project #

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 008

The Contract is hereby revised by the following items:

Change Order #8

PCO	Description	Amount
050	RFI 122 - change duct at RF1 and horseshoe duct	\$2,227
044	SSK 42 & 43 - Add truss plates - Field Condition	\$672

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$103,423
The Contract Value prior to this Prime Contract Change Order was.....	\$2,400,323
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$2,899
The new Contract Value including this Prime Contract Change Order will be.....	\$2,403,222
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	8/8/2010

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.

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

CONTRACTOR

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

Address

By

SIGNATURE

DATE

OWNER

Address

By

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:



# Prime Contract Change Order

203B Baldwin Winery

Project # 203B

Gilbane/MAAS

Tel: Fax:

Date: 12/13/2010

**To Contractor:**

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

DSA Number

Project #

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 009

The Contract is hereby revised by the following items:

Change Order #9

PCO	Description	Amount
031	Per Bulletin #5 - Add framing to support HVAC ducts - Architect's Direction	\$2,444
061	69 Days - Non-Compensable schedule extension for all proposed changes, design revisions & weather delays to date.	\$0
059	MSK-1 patch gyp brd penetration - Architect's Direction	\$753

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$106,322
The Contract Value prior to this Prime Contract Change Order was.....	\$2,403,222
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,197
The new Contract Value including this Prime Contract Change Order will be.....	\$2,406,419
The Contract duration will be changed by.....	69 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/16/2010

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.

Architectural Resources Group

**ARCHITECT**

Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

**CONTRACTOR**

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

Address

By

SIGNATURE

DATE

**OWNER**

Address

By

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Date: 1/10/2011  
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: 009

The Contract is hereby revised by the following items:

Change Order #9, January 10, 2011 BOT

PCO	Description	Amount
067	MCC: Revise WAP Location - OD	\$125
068	MCC: Adjust MM Outlet locations - OD	\$126
069	SEM: Install Telecom Chase at SEM 103 - AD	\$704
072	MCC: RFI 166 New hoods for dampers - FC	\$1,265
060	MCC: Additional Site Railings - AD - No cost time extention through 12/31/10 for this PCO only.	\$34,770
056	MCC: Site Lighting Changes - FC	\$2,639
059	Sem: Quad Outlet to JB at Reception - OD	\$271
033.1	SEM: ASI 15, Relocate conduit at entry 100 - AD	\$113

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$193,542
The Contract Value prior to this Prime Contract Change Order was.....	\$2,899,742
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$40,013
The new Contract Value including this Prime Contract Change Order will be.....	\$2,939,755
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/6/2010

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

ARCHITECT  
729 Heinz Street, #7  
Berkeley, CA 94710

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

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

Address

By

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

**Revision Number 2 to Project Authorization Amendment #D01  
Between Foothill-De Anza Community College District &  
Miller Company Landscape Architects dated 4/6/09**

Revision Number 2 to PAA #D01 dated April 6, 2009 between Foothill - De Anza Community College District and Miller Company Landscape Architects for the 228 Child Development Center maintenance and upgrades.

REVISION DATE: January 10, 2011

SCOPE OF WORK:

This Revision compensates the Landscape Architect for additional construction administration costs related to District-provided material delivery delays, and additional reproduction costs associated with DSA submission of contract documents. The scope associated with this revision is not included in the original contract scope as defined in PAA D01. This revision also changes the project completion date to December 31, 2010.

COMPENSATION:

Original contract value:	\$ 41,850
Net change in contract value from previous revisions:	\$ 6,000
Contract value prior to this revision:	\$ 47,850
Net change in contract value due to this revision:	<u>\$ 2,000</u>
New contract value including this revision:	<b>\$ 49,850</b>

SCHEDULE:

Original Start Date:	April 6, 2009
Original Completion Date:	September 9, 2009
Revised Completion Date:	December 31, 2010

All other contract terms to remain in place per the Master Agreement and Project Assignment Amendment referenced above.

Amendment agreed to by:

OWNER

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

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

ARCHITECT

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

**Jeffrey Miller**  
*Principal*  
**Miller Company Landscape Architects**

**REVISION # 2 to PAA4C between Noll & Tam and FHDA dated 2/2/2010****SCOPE OF WORK:**

This negotiated agreement establishes total compensation for all additional design related services, 766-214 Corporation Yard.

Revision 2: Provide civil engineering to rehabilitate campus drive between Seminar and E-7.

Original contract value:	\$ 115,840
New change in contract value from previous revisions	\$ 19,670
Contract value prior to this revision:	\$ 135,510
Net change in contract value due to this revision:	\$ 8,920
New contract value including this revision:	\$ 144,430

**SCHEDULE:**

All contract terms not specifically addressed in Revision #02 to remain in place per the standard Master Agreement.

Revision agreed to by:

OWNER

---

Signature

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

**DESIGN PROFESSIONAL**

Noll and Tam

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

Chris Noll  
President



architects and planners

noll & tam

## PAA 4-C: Corporation Yard Modifications

Revision 2

Roadway Rehabilitation Plans

N&T Project Number 2910.00

729 Heinz Avenue

Berkeley

CA 94710

510.649.8295

fax 510.649.3008

nollandtam.com

### FEE PROPOSAL

December 13, 2010

### CONTRACT SUMMARY

Original contract value:	\$ 115,840
New change in contract value from previous revisions:	\$ 19,670
Contract value prior to this revision:	\$ 135,510
Net change in contract value due to this revision:	\$ 8,920
New contract value including this revisions:	\$ 144,430

### PROFESSIONAL FEE SUMMARY

Noll & Tam Architects	\$ 1,770
Sandis - Civil	\$ 7,150
TOTAL ADDITIONAL SERVICE REQUEST	\$ 8,920

### FEE BREAKDOWN

Phase / Task

Noll & Tam Architects	Prin \$150	PM \$125	Staff \$110	
Construction Documents, including one meeting, if required	2	10	2	\$ 1,770
TOTAL ADDITIONAL SERVICE REQUEST	2	10	2	\$ 1,770

### Basis of Proposal

- District request for design and construction documents fees as follows: **Roadway Rehabilitation.** Demolition and replacement of approximately 6,200 sf of existing asphalt concrete roadway adjacent to Corporation Yard site, and grind/overlay of approx. 8,300 sf of existing asphalt concrete roadway extending to the south of the Corporation Yard site.
- Sandis Exhibit "A" (dated March 17, 2010), attached
- Construction Documents work to commence immediately, and construction to occur simultaneous with original contract work.

### Not included in Fee Proposal:

- Geotechnical report
- Any utility extension due to capacity issues and geotechnical report
- Permit, utility, and other fees
- Fees for phases other than those listed in the Professional Fee Summary above.
- Design of telecommunications and security systems active equipment
- Services, products, and meetings not described in fee breakdowns attached.
- Meetings in addition to the meetings noted in detailed work plan
- LEED certification is not part of this contract.



NTS

SANDIS  
208117  
3/17/10  
DeAnza  
Pavement  
Replacement

WAREHOUSE

SEMINAR  
BUILDING

DEM & REPLACE  
EX CURB & GUTTER  
ADJACENT TO NEW AC.

LEGEND



AC PAVEMENT  
REPLACEMENT  
= 6200 SF



GRIND &  
OVERLAY  
= 8300 SF

PROTECT EX  
CURB & GUTTER  
ADJACENT TO  
GRIND & OVERLAY

Exhibit 'A'

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. MC100598**

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

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 2 day of December, 20 10, by and between the District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, Inc. hereinafter called "Contractor."

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 in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A".
3. Contract Term. This Agreement shall be in effect only as specified in the revised Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to 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. (indicate "none" or describe applicable changes in detail)

Contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional three month periods.

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and  
Quali-Con Enterprise, Inc.

hereinafter called "Contractor".

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

Inspection services during East Cottage reconstruction and  
Additional inspection services at Baldwin Winery due to extended schedule.

Inspection Services:

Provide daily inspection of the project, including photos, reports and customary "issue log" as required by the Division of State Architect. Maintain records of all inspections and concrete pours. Schedule testing lab as required by the approved documents and construction activities.  
Document non-conforming work. Issue notice of deviations. Participate in quality inspections, progress meetings, and project schedule discussions.  
Communicate with project manager and general contractor and subcontractor foremen to insure efficient use of inspectors time. Participate/facilitate DSA project close out.

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

Compensation: East Cottage Inspection: \$26,460  
Baldwin Winery Inspection: \$18,900

Total Change Order: \$45,360

Change Order is based on \$85.00 an hour for a class one field inspection time and \$40.00 an hour administrative time. No weekend/off hour work requiring inspection is anticipated.

Contractor shall invoice on a monthly basis.

ORIGINAL AGREEMENT AMOUNT\$ 74,000  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 45,360  
NEW TOTAL AGREEMENT AMOUNT\$ 119,360

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. MC100598**

In any event, the total payment for services of contractor shall not exceed \$ 119,360  
and District shall have the right to withhold payment if District determines that the quantity or  
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first  
paragraph of this contract, and shall continue until December 30 20 11.

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

\_\_\_\_\_  
Date

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

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

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

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

\_\_\_\_\_  
Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

# *Quali-Con Enterprise, Inc.*

*Construction Consulting & Inspection Services*

---

4004 Hope Lane ♦ Dunsmuir, CA 96025 ♦ (650) 291-3614 ♦ Fax (650) 949-7034

October 18, 2010

Carlos Salazar  
Gilbane Building Company for the,  
Foothill/De Anza College District

Dear Carlos,

I am requesting an increase to my contract for the Baldwin Winery contract. As you are aware the Baldwin Winery portion of the project has already exceeded the contract construction schedule by over two months. Based on the schedule presented by John Plane Co. an additional 4 months of inspection time will be required (at a minimum). Please add \$18,900 to my contract to cover these costs. Also please add back to our contract the costs that Quali-Con paid (at the District's request) to have the required special inspections (Impact Echo Locating tests) done for the concrete shear wall on 5.5 line in the Baldwin Winery.

Requested contract extension and added costs based on 2 hrs of DSA inspectors time and 1 hour of administrative time for the work days from August 8, 2010 through December 8, 2010. Please extend my contract through at least August of 2011 to cover contract closeout procedures and paperwork.

Sincerely,

Brook C. Bowman  
DSA General Inspector--Class 1

# *Quali-Con Enterprise, Inc.*

*Construction Consulting & Inspection Services*

---

4004 Hope Lane ♦ Dunsmuir, CA 96025 ♦ (650) 291-3614 ♦ Fax (650) 949-7034

October 18, 2010

Carlos Salazar  
Gilbane Building Company for the,  
Foothill/De Anza College District

Dear Carlos,

I am requesting an increase to my contract for the DeAnza College East Cottage contract. As you are aware the project has already exceeded the contract construction schedule due to the collapse of the East Cottage. Based on the schedule presented by John Plane Co. for the East Cottage an additional 4 months of inspection time will be required. Please add \$26,460 to my contract to cover these costs, and extend my contract time frame to at least October 2011 to cover closeout procedures and paperwork.

Requested contract extension and added costs based on 3 hrs of DSA inspectors time and 1 hour of administrative time for the work days from October 16 through February 16, 2011.

Sincerely,

Brook C. Bowman  
DSA General Inspector--Class 1

Foothill-DeAnza Community College District**AGREEMENT FOR SERVICES**

This Agreement entered this 7th day of December, 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 \$ 71,746.20.
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 01-03-11 through 06-30-12 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

12.08.2010  
\_\_\_\_\_  
Date

CLARKE INSPECTION GROUP INC  
\_\_\_\_\_  
Contractor's Company Name

20-1371315  
\_\_\_\_\_  
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.)

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and

Clarke Inspection Group, Inc., hereinafter called "Contractor".

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

Services to conform to DSA Inspector Duties and Performance Interpretations and Regulation Document IR A-8. See attached Exhibit "B" (Revision 2) to Agreement for Services, SCOPE OF SERVICES & PAYMENT for additional scope of services.

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

Estimated contract amount was based on 20-hour work week over one year. Hours worked per week are expected to vary as the demand for inspector services will vary greatly throughout the project and after substantial completion. Demand for services may at some times require more than or less than or 20 hours per week and should be billed accordingly. Total contract is NOT TO EXCEED \$71,746.20 on time and material basis.

Send invoices to:  
Gilbane/MAAS  
Attention: Susan Moore  
12345 El Monte Rd.  
Bldg. 5998  
Los Altos Hills, Ca. 94002

See attached Exhibit "B" (Revision 2) to Agreement for Services, SCOPE OF SERVICES & PAYMENT.

In any event, the total payment for services of contractor shall not exceed \$ 71,746.20 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2012.

Foothill-DeAnza Community College District

**Exhibit "T" 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. Personal Automobile Liability insurance with limits not less than \$500,000 each occurrence for Bodily Injury and Property Damage shall be maintained on any personal vehicles throughout the course of the project;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked \_\_\_\_.

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

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

## **Exhibit “B” to Agreement for Services**

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

#### **I. General**

- 1.1 The Contractor shall hereinafter be referred to as the Inspector.
- 1.2 Acting as an independent contractor, the Inspector shall provide the District with inspection services for the Utilities Infrastructure Upgrades Phase 1 at Foothill College (Project).
- 1.3 The Inspector and its assistant inspectors shall be qualified building inspectors licensed by the California Division of the State Architect (DSA) at the classification level required by DSA, capable of providing competent, adequate inspections of the Project.
- 1.4 The District reserves the right to approve or disapprove assistant inspectors assigned by the Inspector to the Project.
- 1.5 The District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District’s own forces. The Inspector shall notify the District if any such independent action will in any way compromises the Inspector’s responsibilities under this Agreement.
- 1.6 The Architect for the Project is: Salas O’Brien Engineers
- 1.7 The Contractor is: Taber Construction
- 1.8 Construction Manager is: Gilbane MAAS
- 1.9 The District will provide the Inspector with office space at or near the Project site adequate for the performance of its work, including provision of furniture, telephone and data connection.

#### **II. Inspector’s Responsibilities**

- 2.1 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 on a continuous full-time or non-continuous basis, for the Project 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. The Inspector shall:

- 2.1.1 Perform the duties required of the DSA Project Inspector as required by Title 24, Part 1 as summarized in DSA IR-8.
- 2.1.2 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.
- 2.1.3 Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly and final payment requests.
- 2.1.4 Maintain liaison with District, Architect, Construction Manager, Testing Lab, and Asbestos & Lead-Based Paint Abatement Monitor as well as regulatory agencies and governing bodies as necessary to maintain project continuity.
- 2.1.5 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.
- 2.1.6 Maintain immediate access to codes and regulations referred to in the construction documents.
- 2.1.7 Organize and maintain a complete system of construction records including, but not limited to:
  1. Log book and/or inspection reports
  2. Correspondence file
  3. Change order file
  4. Shop drawing and sample submittal file
  5. Test and inspection file
  6. DSA reports
  7. Daily Reports
  8. Monthly Reports
- 2.1.8 Submit, on a daily basis, an activity report to the Architect, District and Construction Manager, including the following information:

1. Activities performed by the Contractors, and areas where work is performed.
  2. Manpower assigned to each Contractor and Subcontractor.
  3. Weather conditions.
  4. Equipment and materials delivered to the site.
  5. Construction equipment and vehicles utilized.
  6. Nature and location of the work being performed.
  7. Inspection by representatives of regulatory agencies.
  8. Visitors to the site, titles, and reasons for visit.
  9. Occurrences or conditions that might affect Contract Sum or Contract Time.
  10. Verbal communication and clarifications of the work given to the Contractor.
  11. 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.
  12. 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 corrective actions taken.
  13. Start and completion dates for various portions of the work as well as substantial and final completions of the work.
- 2.1.9 Notwithstanding anything express or implied to the contrary, comply with all federal, state, county and local government requirements.
- 2.1.10 Review and monitor Contractor's construction methods and procedures during all construction activities.
- 2.1.11 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.
- 2.1.12 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.
  - 2.1.13 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.
  - 2.1.14 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.
  - 2.1.15 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.
  - 2.1.16 Send copies of inspection and observation results to the District's Bond Director, the 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.
  - 2.1.17 Send copies of reports sent to DSA to the District, the Construction Manager, the Contractor and the Architect.
  - 2.1.18 Work with the District, 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.
  - 2.1.19 Review and approve the Contractor's Payment Requests at payment review meetings.
  - 2.1.20 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.
  - 2.1.21 Conduct final inspections, in coordination with the Construction Manager and the Architect to determine the time of substantial completion and final completion of the project.



- 2.1.22 At completion of project, deliver a copy of all inspection records and project correspondence to the District.
- 2.1.23 Prior to commencement of work, review the approved construction documents and provide the Architect and Construction Manager with a list of anticipated inspections required by applicable codes
- 2.1.24 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.
- 2.1.25 The Inspector shall NOT:
1. Perform duties prohibited by DSA IR A-8
  2. Authorize deviation from the construction documents.
  3. Interfere with the work of the Contractor or the Construction Manager.
  4. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures.
  5. Coordinate activities of the District, Construction Manager, College or Contractor.
- 2.1.26 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.

### **III. Payment**

- 3.1 Payment will be made to the Inspector for actual hours spent in providing the services of this Agreement.
- 3.2 Payment will be made monthly for services provided during the previous month, upon receipt of an itemized invoice.
- 3.3 The District will pay the Inspector for services at the following rates:

Class 1 Inspector (Primary): Michael Clarke \$60.00/hour

Class 2 Inspector (Secondary): Thomas Clarke \$60.00/hour

3.4 The total fee for the services of this Agreement shall not exceed: \$71,746.20. The NTE cost reflects \$62,388.00 based on 12 months at 86.5 hours per month (20 hours per week) with a 15% contingency for any added inspection time, contractor scheduling or unforeseen delays.

3.5 Estimated contract amount was based on 20-hour work week over one year. Hours worked per week are expected to vary as the demand for inspector services will vary greatly throughout the project and after substantial completion. Demand for services may at some times require more than or less than 20 hours per week and should be billed accordingly.

3.6 Remit payment applications to:

Gilbane/MAAS, Bldg 5998  
Attn: Susan Moore  
12345 El Monte Road  
Los Altos Hills, CA 94022

#### **IV. Contract Term**

4.1 Construction of the Project requiring on-site inspection services is anticipated to be 340 calendar days after a notice to proceed is given to the Contractor.

4.2 The length of this Agreement shall be a total of 522 calendar days; 340 calendar days plus 182 days (6 months) to allow for completion of DSA closeout and for administrative closure of the Agreement; all invoices from the Contractor must be submitted for payment 45 days before termination of the Agreement.

End of Exhibit B

# Prime Contract Change Order

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

Date: 1/10/2011

**To Contractor:**

Valley Crest Landscape Development  
7039 Commerce Circle, Suite A  
Pleasanton, CA 94588

DSA Number

Architect's Project 142

Contract Date:

Contract Number: MC101462

Change Order Number: 002

The Contract is hereby revised by the following items:

Change Order 2 - January 2010 BOT

PCO	Description	Amount
012	Zero dollar change to add contract time. This change will add 70 days of contract time after DSA approves the increment 2 work of the contract. Increment 2 includes the field house and restrooms.	\$0
004	Additional Subdrain line near CB #13	\$6,165
001	Aeration of Oversaturated Soil	\$11,926
006	Increase Conductors #6 to #2 to field	\$7,346
007	Revised Scoreboard (Verde FD#9 & 9.1)	\$23,587
008	Light Bollard Footings. No detail for footing was provided at bid time, it was provided during the submittal review. This includes the added concrete, excavation, rebar and upsized anchor bolts.	\$7,181
009	Add V Groove Joints @ Retaining Wall Fence Post (RFI 15)	\$4,020

The original Contract Value was.....	\$2,587,700
Sum of changes by prior Prime Contract Change Orders.....	\$36,692
The Contract Value prior to this Prime Contract Change Order was.....	\$2,624,392
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$60,225
The new Contract Value including this Prime Contract Change Order will be.....	\$2,684,617
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

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

Verde Design

ARCHITECT

2455 The Alameda, Ste.200  
Santa Clara, CA - 95050

Address

By Dennis Bethke

SIGNATURE

DATE

Valley Crest Landscape Development

CONTRACTOR

7039 Commerce Circle, Suite A  
Pleasanton, CA 94588

Address

By

SIGNATURE

DATE

OWNER

Address

By

SIGNATURE

DATE

**Verde Design – Revision #03**

Revision #03 to the Agreement (G877560) dated April 8, 2008 between Foothill-De Anza Community College District and Verde Design.

REVISION DATE: January 10, 2011

SCOPE OF SERVICES: (#142)

Includes additional design fee to provide cost analysis of the addition of a press box/score keeper's booth and reengineer the scoreboard structures to incorporate new, larger scoreboards.

**COMPENSATION SUMMARY:**

Contract value prior to this revision:	\$	342,711.00
Net change in contract value due to this revision:	\$	<u>6,425.00</u>
New contract value including this amendment and Reimbursables:	\$	349,136.00

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

\_\_\_\_\_  
Date

CONSULTANT

  
\_\_\_\_\_  
Signature  
Verde Design

  
\_\_\_\_\_  
Date

## **Revision #2 to PAA F-WRNS-1B**

Revision #2 to Project Authorization Amendment F-WRNS-1B dated October 6, 2009 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project **144 – Central Campus Site Improvements.**

### **SCOPE OF WORK:**

- I. **Historical Review:** Engage the services of Architectural Resources Group (ARG) or another equally qualified specialist or Architectural Historian to evaluate the design proposals for the project from a historical perspective and comment on the appropriateness of the proposed renovations/alterations as they relate to the potentially historic character of the Foothill College campus. The historical review shall include, but not limited to, the following tasks:
  - a. Attend one kick-off meeting and site visit.
  - b. Review the project documents including the Site Design Concepts Book (dated 2/2/10), selected project meeting minutes, Final EIR Mitigation monitoring Program, and the 100% DD Set by WRNS/M+S dated 4/1/10.
  - c. Prepare draft documentation and coordinate comments from the College and Design Team.
  - d. Prepare final documentation.
- II. **Irrigation Assessment:** Engage the services of Meyer + Silberberg their irrigation consultant I.S.C. Group to perform an assessment of the existing campus irrigation infrastructure and provide recommendations for improvements to the irrigation water distribution system to meet the future demands of the planned improvements under the Measure C Bond Program. Scope of services shall include, but not limited to, the following tasks:
  - a. Attend one kick-off meeting and site visit.
  - b. Develop a base map of the existing campus irrigation water distribution infrastructure and systems.
  - c. Review and analyze the existing and future irrigation demands of the campus based on the planned improvements under the Measure C Bond Program.
  - d. Review the capacity of the existing campus irrigation storage and pumping system located in the Central Plant facility. Recommend any improvements or expansion of this system as needed to satisfy future irrigation demands and the maintenance/serviceability concerns expressed by the campus maintenance personnel.
  - e. Prepare final report to document exiting conditions, future irrigation demands, maintenance and serviceability concerns of the campus, and recommend

improvements to the irrigation distribution infrastructure and central storage and pumping facility.

- f. Prepare a campus-wide map of the existing campus irrigation infrastructure that includes the following items:
  - i. All existing underground main irrigation distribution piping including pipe sizes
  - ii. Locations of all existing irrigation BFP's, shutoff valves, controllers, etc
  - iii. Existing irrigation demands in terms of GPM/Pressure at each control valve
  - iv. Forecasted future demands
- g. Attend up to two (2) additional meetings at the campus.

COMPENSATION:

Historical Review	\$20,000
<u>Irrigation Assessment</u>	<u>\$ 9,700</u>
Total Revision #2	\$29,700

Original PAA value including Reimbursables:	\$	682,000.00
Net change due to previous revisions:	\$	52,350.00
Net change in contract value due to this Revision #2:	<u>\$</u>	<u>29,700.00</u>
New contract value including this revision plus Reimbursables:	\$	764,050.00

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

Amendment agreed to by:

OWNER

---

Signature

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

CONSULTANT

---

Signature

Wright Sherman  
Associate Partner  
WRNS Studio, LLP

## **Revision #1 to PAA F-WRNS-4A**

Revision #1 to Project Authorization Amendment F-WRNS-4A dated April 6, 2010 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 154 **Install Photovoltaic Arrays – Campus Wide**.

### SCOPE OF WORK:

- I. **Lighting and Shadow Study:** Provide assistance to determine the appropriate placement of light poles within the buffer zone of parking lots 2 and 3 to provide adequate lighting in the parking lots and along the loop road, and perform a shadow study to assess the possibility of light poles casting shadows on the photovoltaic arrays.
  - a. Review lighting photometry for up to two (2) options (photometry by others).
  - b. Prepare sketches for horizontal control of light poles.
  - c. Prepare shadow studies of preferred option showing worst-case seasonal scenarios for sun angles.

### COMPENSATION:

Original PAA value including Reimbursables:	\$ 19,500
Net change in contract value due to this Revision #1:	\$ <u>1,700</u>
New contract value including this amendment and Reimbursables:	\$ 21,200

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

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

Wright Sherman  
Associate Partner  
WRNS Studio, LLP

# Prime Contract Change Order

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

**Date: 12/9/2010**

**To Contractor:**

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

**DSA Number**

**Architect's Proje**

**Contract Date:** 10/18/2010

**Contract Number:** MC110737

**Change Order Number:** 001

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

PCCO #001

PCO	Description	Amount
005	Fill the two existing raceways with grout to provide a smooth and even surface from the concrete floor in the Telecom closet 6303.	\$715
006	Remove the existing 17'x4' concrete at the new Room 6304. The scope included digging out the existing baserock to subgrade, compact, reinstall the drain rock, install epoxy dowells, install rebar, anchor bolts and concrete.	\$3,058
007	Install Ardex concrete materials over the existing Quarry tiles in Building 6200 & 6300 with a slope less than 2%	\$3,622
011	Install additional catwalk for the mechanical units at both Building 6300 and 6500 requested by the District.	\$2,770
013	Install additional 15 power receptacles at Building 6300 data room next to each data outlet that were missed from the drawing.	\$2,671
015	Provide labor and materials to switch over total of 72 pairs of fiber that was not identified on the drawing which runs from Building 6300 to Building 5100.	\$1,671
016	Additional manpower for the fiber switch over on 11/19 that had been cancelled.	\$933
017	Install 2 layers of 1/2" gypsum board to flush with the interior redwood siding in the Building 6500.	\$692
The original Contract Value was.....		\$2,140,000
Sum of changes by prior Prime Contract Change Orders.....		\$0
The Contract Value prior to this Prime Contract Change Order was.....		\$2,140,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....		\$16,132
The new Contract Value including this Prime Contract Change Order will be.....		\$2,156,132
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		6/17/2011

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** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**Zolman Construction and Development Inc.**

**CONTRACTOR**

565 Bragato Road  
San Carlos, CA 94070

**Address**

**By** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**Foothill-De Anza Community College  
District**

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

**Address**

**By** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**College Approval**

**Signature** \_\_\_\_\_

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