

Board of Trustees Agenda Item

Board Meeting Date: October 3, 2011

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$556,930

De Anza College (only) –

- A) Allana Buick & Bers, Inc. – Revision #4 to Project Authorization Amendment #D06 to Master Agreement – Repair Tile roofs – Phase III – E2-E3 & Administration Building - \$2,300
- B) Cleary Consultants, Inc. – Revision #1 to Agreement for Services – Lots A & B and Kirsch PVS - \$11,500
- C) Cleary Consultants, Inc. – Revision #1 to Agreement – Stadium and Track - \$27,775
- D) Noll & Tam Architect's – Project Authorization Amendment #3B to Agreement - \$89,693
- E) Sandis – Revision #2 to Project Authorization Amendment #D02 to Master Agreement - \$22,000 Time & Materials, Not to Exceed
- F) Swenson Associates, Inc. – Change Order #1 – Interior and Exterior Finishes – L-Quad - \$1,862

Foothill College (only) -

- G) B Brothers Construction, Inc. – Change Order #1 – Building 3500 (Library) Glu-Lam Beam and Gutter Repair - \$19,455
- H) Calstate Construction – Change Order #6 – PE Lab Space Remodel - \$5,156
- I) HMC Architects – Revision #1 to Project Authorization Amendment #F-HMC-4 – Modernization of Learning Support Center and General Classrooms - \$333,000
- J) Hometown Construction, Inc. – Change Order #3 – Krause Center for Innovation – HVAC Upgrades – (\$28,186)
- K) Qualicon Enterprises, Inc. – Inspector of Record Services – New Press Box - \$52,250
- L) Ralph Larsen & Son, Inc. – Change Order #1 – Smithwick Theater - \$12,888
- M) Taber Construction – Change Order #4 – Utilities Infrastructure Upgrades Phase I - \$637
- N) WRNS Studio, LLP – Revision #5 to Project Authorization Amendment #F-WRNS-1B – Central Campus Site Improvements - \$6,600

***De Anza College & Foothill College -
None***

***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

A

Title: Revision 4 to Project Authorization Amendment D06 to Master Agreement
Allana Buick & Bers, Inc.

Vendor: January 6, 2010

Agreement Date: De Anza College

Campus: 236-C

Project Number: REPAIR TILE ROOFS – PHASE III – E2-E3 & ADMIN, BUILDING

Project Name: \$ 2,300

Amount: Professional Services to provide additional design documentation,
construction monitoring, and submittal reviews.

For: Funding for this project is available within the current project budget.

Action Requested: Approval

**Revision #4 to Project Authorization Amendment (PAA) # D06 dated January 6, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

Revision #4 to PAA #D06 made as of the 3rd day of October in the year Two Thousand & Eleven

Purchase Order No.:	MC101201
Master Agreement:	10/09/08
PAA D06:	01/06/10
PAA D06 Rev. #1:	05/04/10
PAA D06 Rev. #2:	08/31/10
PAA D06 Rev. #3:	05/31/11
PAA D06 Rev. #4:	10/03/11

Assigned Project Description:

Current Project Description:

Measure C - Bond Project # 236C Repair Tile Roofs - Phase III - E2-E3 & Admin Building

The Project shall be described as:

Repair Tile Roofs - Phase III - E2-E3 & Admin Building

1. Revision to Basic Services and Scope of Work:

Revision #4 to PAA # D06 for this project includes the following:

ASA #2 – Provide additional review and coordination of submittal #12 Joint Sealants:	\$745
ASA #3 – Provide additional review and coordination of Flashing and sheet metal submittals:	\$600
ASA #5 – Provide investigation and preparation of design detail for seismic bracing of existing piping in the Administration building:	\$955
TOTAL:	\$2,300

2. Revised Consultant Compensation:

The Project Authorization Amendment D06 Contract Price for the Consultant Services shall be revised based upon the following:

Revised LUMP SUM CONTRACT PRICE

*The Contract Price for the Consultant Services is revised to a lump sum of One hundred sixty-four thousands two hundred forty-five dollars; **\$164,245***

Original Contract Value:	\$ 34,380
Sum of Prior Revision	\$127,565
<u>Amount of this Revision #4</u>	<u>\$ 2,300</u>
Revised Contract Amount	\$164,245

3. Revised Basic Services Completion Schedule:

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional six month periods.

Remaining Schedule

100% CD Design:	07/01/10 - 10/12/10
Bid Phase Services:	11/10/10 - 02/07/11
Construction Administration:	03/15/11 - 09/14/11
Construction Monitoring Services:	04/25/11 - 09/16/11
Closeout Services:	09/16/11 - 12/30/11

4. Insurance Requirements per the Master Agreement remain unchanged per PAA D06

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

Consultant

Allana Buick & Bers, Inc.

By: _____

Charles Allen; Executive Director of Facilities,
Operations, and Construction Management

Date: _____

By: _____

Eugene Buick; Principal and Chief Operating
Officer (COO)

Date: _____

Title: Revision #1 to Agreement for Services

Vendor: Cleary Consultants, Inc.

Agreement Date: April 5, 2011

Campus: De Anza

Project Number: 251C

Project Name: LOTS A & B AND KIRSCH PVS

Amount: \$11,500

For: Cleary shall provide additional testing and inspection services for the additional piers in Lots A & B as a result of the DSA determination of Exposure C and additional trenching due to field conditions. Cleary shall also provide testing and inspection services for the Kirsch Center arrays and for DSA closeout of the project.

The funding for this change is within the current budget.

Action Requested: Approval

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111386

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 1st day of September, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, 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)
none

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111386

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Cleary Consultants, 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)

Provide additional testing and inspection services in Lots A and B for the additional piers as a result of the DSA determination of Exposure C and additional trenching due to field conditions. Cleary shall also provide testing and inspection services for the Kirsch Center arrays, per DSA and any and all other applicable regulatory agencies' requirements, and DSA closeout documentation.

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

Invoices shall be submitted monthly. Payments shall be made based upon time and materials.

ORIGINAL AGREEMENT AMOUNT \$ 6,750
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 11,500
NEW TOTAL AGREEMENT AMOUNT \$ 18,250

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111386

In any event, the total payment for services of contractor shall not exceed \$ 18,250
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 April 5 20 12.

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.

Title: Revision No.1 to Agreement for Services
Vendor: Cleary Consultants, Inc.
Agreement Date: May 2, 2011
Campus: De Anza College
Project Number: 206
Project Name: STADIUM AND TRACK
Amount: \$27,775
For: The scope for this change includes construction testing, inspection, observation and reporting services; and closeout services not included in the original contract.

Pricing for this revision is based on Cleary Consultants, Inc's proposal for additional services dated August 26, 2011.

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

Action Requested: Approval

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111601

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 4th day of October, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants 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)

A. Provide Professional Liability Insurance as described in Exhibit "I" Insurance Requirements, paragraph 4 of the Agreement for Services.

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111601

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Cleary Consultants 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)

Construction Administration Services:

Includes Geotechnical testing, inspection, observation and reporting services required to meet applicable codes, regulations, and DSA requirements for all newly installed work for the 206-Stadium and Track project. These services shall be provided as required by the project documents and DSA requirements for owner. Documents required by this contract include, but are not limited to, site visit reports, monthly progress reports, lab test reports and final verified reports. Geotechnical related meetings may include, but are not limited to, pre-installation meetings, weekly construction meetings as needed and meetings to resolve specific issues which arise during the course of construction. The Geotechnical Inspector will be expected to provide site examination visits and consultation to the owner in matters of unforeseen and irregular conditions as they are discovered.

Closeout Services:

Includes preparation of DSA closeout documents

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

The additional fee for the increased scope of work shall be a lump sum Not-To-Exceed of \$27,775. The pricing and rates are based upon Cleary Consultants "Revised Proposal for Soil Engineering Services" dated August 26, 2011. Payment shall be billed on a monthly basis and shall be provided to Glibane/Meas (Program Manager) for District approval.

Cleary Consultants Inc. shall notify the Program Manager in writing when any of the following conditions are met: 1) 75% of the total contract cost has been reached, 2) 75% of the proposed number of specific tests/inspection have been performed, 3) Cleary Consultants believes they have been directed to perform tests/inspections which are not included in the scope of this Agreement for Services.

The Agreement for Services contract completion date as specified in this (Change No.1) can be extended, at no additional cost, by mutual agreement for up to two additional twelve month periods.

ORIGINAL AGREEMENT AMOUNT\$ 13,500
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 27,775
NEW TOTAL AGREEMENT AMOUNT\$ 41,275

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111601

In any event, the total payment for services of contractor shall not exceed \$ 41,275
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first
paragraph of this contract, and shall continue until June 1, 20 13.

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.

D

Title: Project Authorization Amendment #3B to Standard Agreement
Vendor: Noll & Tam Architect's
Agreement Date: October 3, 2011
Campus: De Anza College
Project Number: 247
Project Name: Building G
Amount: \$89,693
For:

PAA #3B is for design services for Building G, including investigation, construction documents, bidding assistance, construction administration, and project closeout with DSA. Project scope consists of repairs to the concrete structure to correct deterioration caused by water intrusion; complete exterior repainting; new metal roofing system with associated flashing and trim; replacement of exterior door hardware; minor restroom repairs; complete interior paint; and new carpeting.

Funding is included in the project budget.

Action Requested: Approval

**Project Authorization Amendment #3B
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 3rd of October in the year Two Thousand and Eleven between the District:

**Foothill - De Anza Community College District
12345 El Monte Road
Los Altos Hill, Ca 94022**

and the Architect:

**Noll & Tam Architects
729 Heinz Avenue, Suite #7
Berkeley, CA 94710**

For the following Project: MEASURE C - BOND PROJECT #766247 – BUILDING G

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT (District) has retained Gilbane/Maas (Program Manager) to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and Noll & Tam Architects, (Architect) have a fully executed Standard Form of Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

Repairs of concrete structure to correct deterioration caused by water intrusion; provision of a new metal roofing system with associated flashing and trim; exterior painting; replacement of exterior door hardware, and minor restroom repairs; interior paint and carpet.

WHEREAS, the Architect, and its Design Consultants, are each duly qualified and properly licensed/registered to provide and perform the basic Services under this PAA in conjunction with the Agreement.

1. Project Authorization Assignment #3B: De Anza College Building G

The PAA for this project includes the following: Professional services for Investigation,, Construction Documents, Bidding/Contract Award, and Construction Administration through DSA closeout Phases for the repairs of concrete structure to correct deterioration caused by water intrusion; provision of a new metal roofing system with associated flashing and trim; exterior painting; replacement of exterior door hardware and minor restroom repairs; interior paint and carpet. Included are meetings with the College's designated groups to coordinate Architect's efforts with, and incorporation of comments from, all parties. Assist with Bidding. Provide Construction Administration services to respond to construction communications, observe and document construction techniques through the course of the project, attend weekly meetings, and provide close-out documentation for all related activities.

Scope of Services includes:

Investigation:

- The Architect will conduct a user meeting to review and refine scope development.
- The Architect will review any available documentation including leak reports and past repair history.
- The Architect will visit the project site to further review repair needs and review typical repair conditions for the purposes of understanding where additional repair details may be required.
- There is to be no structural destructive testing or sealant testing to be performed.

Construction Design Documents:

- The Architect shall provide Construction Design documents services as set forth in the Agreement, with additional information noted below.
- The Architect shall develop building technical systems.
- The Architect shall prepare Progress CD drawings and specifications.
- The Architect shall coordinate QA.
- The Architect shall attend one (1) Page Turn Review (progress)
- The Architect shall perform color and material selection.
- The Architect shall make revisions per Page Turn Review comments.
- The Architect shall prepare progress CD drawings and specifications.
- The Architect shall attend a Final Page Turn Review.
- The Architect shall make revisions per Final Page Turn Review comments.
- The Architect shall have a structural engineer perform a site visit to further review repair needs and review typical repair conditions for the purposes of understanding where repair details may be required.
- Structural repair details shall include:
 - a. Prepare typical spall repair details for the concrete.
 - b. Calculate the force for fence overturn and develop fence base details.
 - c. Develop fastener, connection and support details for new standing seam metal roof.
 - d. Develop curb detail for the raised fan unit.
- The following structural services will be provided for the building envelope, during construction.
 - a. Limited site visits
 - b. Limited submittal and shop drawing review.

Bidding:

- The Architect shall provide Bidding Phase of services, as set forth in the Agreement, to assist the District in the award of the Construction Contract for the Project.

Construction Administration:

- The Architect shall provide Construction Administration services as set forth in the Agreement, with additional information noted below.
- The Architect and their consultants shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Design documents. The Submittals will be managed through Prolog's Web-based Project Management System.
- The Architect and their consultants will respond to Requests for Information (RFI) with appropriate technical answers and/or clarifications as required to maintain construction progress. The RFIs will be managed through Prolog's Web-based Project Management System.

- The Architect shall visit the construction site and attend up to four (4) weekly on-site meetings to become familiar with the progress and quality of the Work and to determine if the work is being performed in accordance with the Contract Documents.
- The Architect will review and comment on Applications for Payment issued by the Contractor. The Architect will review, comment on, and sign all Change Orders issued by the Contractor.
- Architect and their consultants shall generate a punch list of Work requiring correction, replacement, removal or other action necessary to comply and conform to the Contract Documents. The Architect and their consultants will verify that the items are completed by Contractor and are acceptable.

Project Closeout:

- The Architect will review and approve that the project is substantially complete and supply the AIA G704 Certificate of Substantial Completion. The Architect shall assist with the closeout of the construction phase within 90 days of Substantial Completion of the Project, as defined by the agreement.
- The Architect shall be responsible for coordinating and obtaining DSA Closeout with Certification by responding to and obtaining all DSA approvals, verifying the construction is 100% Complete, and submitting all required DSA documentation.
- The Architect and their consultants will conduct an 11-month Post-Construction Warranty Walk and report back their findings and recommendations to the District.

2. Consultant Compensation:

The Project Authorization Assignment Contract Price for Professional Services is for Eighty Nine Thousand Six Hundred Ninety Three (89,693).

Schedule of Values

Investigation	\$ 8,036
Construction Documents	\$ 51,577
Bidding	\$ 4,555
<u>Construction Administration / DSA Closeout</u>	<u>\$ 25,525</u>
Total:	\$ 89,693

3. Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.

<u>Phase</u>	<u>Schedule</u>
Investigation	10/05/11 - 10/31/11
Construction Documents	11/01/11 - 12/31/11
Bidding	01/15/12 - 04/01/12
Construction Administration / DSA Closeout	07/01/12 - 12/31/12

4. Invoicing Requirements.

Remit all invoices to the following address:

Gilbane/MAAS Accounting
De Anza Community College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

All invoices should include the following information:

- Measure C
- Project Number and Name: 247 – BUILDING G
- Purchase Order Number
- All items billed against Schedule of Values, with percent of completion and earned values
- Invoices shall be by campus and submitted in duplicate to accommodate accounting structure at both campuses

5. Insurance Requirements per the Master Agreement.

- All insurance requirements are applicable per the Master Agreement.
- Additionally Insured:
 - The following entities shall be named additionally insured per the Master Agreement:

Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

Dated: _____

“DISTRICT”
 Foothill-De Anza Community College District

By: _____
 Charles Allen,
Executive Director of Facilities, Operations,
and Construction Management

“ARCHITECT”
 Noll & Tam Architects

By: _____
 Chris Noll
Principal

E

Title: Revision 2 to Project Authorization Amendment D02 to Master Agreement
Sandis

Vendor: December 15, 2008

Agreement Date: De Anza College

Campus: 274

Project Number: COMBINED SITE IMPROVEMENTS

Project Name: \$ 22,000 T&M NTE

Amount: Sandis' subcontractor Cornerstone Earth Group, Inc. shall provide on-site
For: observation, sample collection, and testing during the excavation of the
impacted soil in the Sunken Gardens area, as well as a report detailing
the results. Work shall be performed on a time and material basis, not to
exceed \$22,000.

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

Action Requested: Approval

**Revision #2 to Project Authorization Amendment (PAA) # D02 dated June 21, 2011 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and SANDIS, dated December 15, 2008.**

Revision #2 to PAA #D02 made as of the 3rd day of October in the year Two Thousand & Eleven

Assigned Project Description:

Measure C - Bond Project # 274 Combined Site Improvements – Phase I

1. Revision to Basic Services and Scope of Work:

Project Authorization Amendment (PAA) # D02, scope of work remains unchanged, with the exception of the scope of work identified in Revision #2 of PAA D02.

Revision #2 to PAA # D02 for this project includes the following: The consultant shall employ and manage an environmental engineering sub-consultant to perform on-site observation and monitoring during excavation of Class I and II soils at the Sunken Gardens. Following excavation, the sub-consultant shall provide sampling and analysis of remaining base materials and finally a Removal Action Completion Report will be made available to document the completed removal process.

Scope of Work for Professional Services (Revision #2 to PAA D02) includes:

Environmental Services – Observation and Monitoring:

- Provide on-site observation by staff familiar with the project
- Provide perimeter dust monitoring/sampling during excavation and off-haul
- Provide daily field report for excavation and off-haul activities
- Provide photographs of operations

Environmental Services – Confirmation Samples/Analysis

- Collection of confirmation sampling as per requirements of the approved Voluntary Cleanup Program Work Plan
- Provide proper chain of custody and handling procedures for all samples
- Provide laboratory analysis (24 hour turn-around) of all samples collected as necessary to comply with the approved Voluntary Cleanup Program Work Plan

Environmental Services – Removal Action Completion Report

- Document excavation, off-haul and disposal procedures utilized
- Provide final volumes of material removed and excavation size
- Results of laboratory analysis in comparison to the cleanup goals of the approved Voluntary Cleanup Program Work Plan
- Provide manifests, dust monitoring results, survey data and analytical datasheets from the operations performed

2. Revised Consultant Compensation:

The Project Authorization Amendment D02, Revision 2 Contract Price for the Consultant Services shall be revised based upon the following:

TIME & MATERIALS PRICE NOT TO EXCEED

Revision #2 for Consultant Services shall be provided on a TIME & MATERIALS BASIS

PRICE NOT TO EXCEED Twenty-Two Thousand dollars; \$22,000

Consultant and sub-consultants must provide invoices with time backup of hours expended on this revision.

Master Agreement PAA D02:	\$ 79,008
Revision #1:	\$ 60,000
Current Agreement:	\$139,008
Revision #2:	\$ 22,000 (T&M, Not to Exceed)
Maximum Revised Agreement:	\$161,008

3. Basic Services Completion Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.

Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing. Contract completion date can be extended, at no additional cost by mutual agreement, for up to two additional six month periods, from the date of Revision #1 to PAA D02.

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Construction Phase	06/20/2011	09/19/2011
Environmental Services	08/13/2011	09/30/2011
Closeout Phase	09/20/2011	06/04/2012

4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D02.

5. Insurance Requirements per the Master Agreement remain unchanged per PAA D02

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

CONSULTANT

Sandis

By: _____

Charles Allen; Executive Director of Facilities,
Operations, and Construction Management

Date: _____

By: _____

Ken Olcott, Principal

Date: _____

Title: Change Order #1

Vendor: Swenson Associates, Inc.

Agreement Date: June 6, 2011

Campus: De Anza

Project Number: 226C

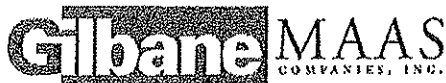
Project Name: INTERIOR AND EXTERIOR FINISHES – L QUAD

Amount: \$1,862

For: Various field conditions and owner directed changes. All allowance differentials are balanced with this change. A non-compensable ten day time extension for contractor material delivery delays and discovered conditions is also included.

This Prime Contract Change Order is 0.29% of the contract value. The funding for this change is within the current budget.

Action Requested: Approval



Prime Contract Change Order

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

226C Interior/Exterior Finishes - L Quad

Project # 226C

Tel: Fax:

Date: 9/12/2011

To Contractor:

Swenson Associates
581 Division Street, Suite A
Campbell, CA 95008

DSA Number

Project #

Contract Date: 6/6/2011

Contract Number: MC111608

Change Order Number: 001

The Contract is hereby revised by the following items:

PCCO #1

PCO	Description	Amount
001	Allowance #1 - Misc. Paint and Patching	\$(15,000)
002	Allowance #2 - Concrete Floor Moisture Treatment	\$(15,000)
003	Allowance #3 - Surface Mounted Conduit	\$(10,000)
004	Allowance #4 - Unknown HAZMAT	\$(15,000)
005	Allowance #5 - Bird Control	\$(15,000)
007	Allowance #1 - Misc. Paint and Patching: Full Height WC	\$2,628
009	Allowance #1 - Misc. Paint and Patching: L24 P-Lam Repair	\$588
010	Allowance #3 - Surface Mounted Conduit: Pre/Post Data Testing	\$5,050
011	Allowance #3 - Surface Mounted Conduit: Data Conduit Re-routing	\$13,988
012	Allowance #5 - Bird Control: Implementation of Bird Control Measures	\$14,757
014	Provide New Aluminum Wallguard Retainers	\$34,853
015	Non-compensable Time Extension for Contractor Material Delivery Delays and Discovered Conditions	\$0

The original Contract Value was.....	\$649,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$649,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$1,862
The new Contract Value including this Prime Contract Change Order will be.....	\$650,862
The Contract duration will be changed by.....	10 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/19/2011

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.

ARCHITECT	Swenson Associates	Foothill-De Anza Community College District
Address	CONTRACTOR	OWNER
By	581 Division Street, Suite A	12345 El Monte Road
SIGNATURE	Campbell, CA 95008	Los Altos Hills, CA 94022
DATE	Address	Address
	By Thomas Poma	By Charles Allen
	SIGNATURE	SIGNATURE
	DATE 9/13/2011	DATE

Title: Change Order 1
Vendor: B Brothers Construction, Inc.
Agreement Date: May 16, 2011
Campus: Foothill College
Project Number: 100G
Project Name: Building 3500 (Library) Glu-Lam Beam and Gutter Repair
Amount: \$19,455.00
For: Additional painting to match existing surfaces to freshly-painted new construction; installation of bird netting above the library entrance; replacement of two additional beams found to need repair; and installation of cement in some gutters to provide proper drainage. In addition, unused Allowance #1 for replacing damaged roofing is deleted from the contract, providing a credit to the District.

Total project changes represent 4.02% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 9/15/2011

To Contractor:

B-Bros Construction Inc.
2988 Teagarden Street
San Leandro, CA 94577

DSA Number

Architect's Project

Contract Date:

Contract Number: MC111071

Change Order Number: 001

The Contract is hereby revised by the following items:

Project #100G - Building 3500 Glu-Lam Beams and Gutter Repair

PCO	Description	Amount
001	Provide labor and material to paint all the existing beams in one coat of finish paint.	\$8,999
003	Provide labor and material to paint the soffit by the front entrance of the library in one coat of primer and two coats of finish.	\$9,057
004	Provide labor and material to replace two beams which was not shown in the contract document per RFI #2.	\$2,248
005	Provide labor and materials to install the bird netting at the soffit of the Library front courtyard	\$8,970
006	Provide labor and materials to install cement in the eight (8) steel gutters including the removal of the existing wood, glue and tar inside the gutter per RFI #9R.	\$25,181
007	Provide the credit of the \$35,000 allowance from the contract.	\$(35,000)

The original Contract Value was.....	\$484,400
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$484,400
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$19,455
The new Contract Value including this Prime Contract Change Order will be.....	\$503,855
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.

Allana Buick & Bers

ARCHITECT

990 Commercial St.

Address

By Eugene Buick

SIGNATURE

DATE

B-Bros Construction Inc.

CONTRACTOR

2988 Teagarden Street
San Leandro, CA 94577

Address

By Pandzic, Elvedin

SIGNATURE

DATE

Foothill DeAnza Community College
District

OWNER

12345 El Monte Road
Los Altos, CA 94022

Address

By

SIGNATURE

DATE

College Approval

By:

Signature

Date:

Title: Change Order #6
Vendor: Calstate Construction
Agreement Date: November 1, 2011
Campus: Foothill College
Project Number: 109
Project Name: PE Lab Space Remodel
Amount: \$ 5,156.00
For: Increase in project Allowance #1 for extended rental of the tent used as a temporary weight room during construction. An excusable time extension was previously given to the Contractor due to late delivery of materials beyond the Contractor's control, leading to the need to extend the use of the tent.

This change plus all previously approved change orders equal to 8.67% of the base contract value. The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 9/12/2011
To Contractor:
Calstate Construction
3680 Yale Way
Fremont, CA 94538

DSA Number
Architect's Project:
Contract Date: 11/1/2010
Contract Number: MC110748
Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order 6 - September 2011 Board of Trustees Meeting

PCO	Description	Amount
020	Increase amount of Allowance #1 to account for extended rental of weight room tent.	\$5,156

The original Contract Value was.....	\$597,888
Sum of changes by prior Prime Contract Change Orders.....	\$46,823
The Contract Value prior to this Prime Contract Change Order was.....	\$644,711
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$5,156
The new Contract Value including this Prime Contract Change Order will be.....	\$649,866
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.

IBP Architecture
ARCHITECT
1000 Burnett Ave. Suite 140
Concord, CA 94520
Address _____
By _____
SIGNATURE _____
DATE _____

Calstate Construction
CONTRACTOR
3680 Yale Way
Fremont, CA 94538
Address _____
By Andrew Borrego
SIGNATURE _____
DATE _____

OWNER
Address _____
By _____
SIGNATURE _____
DATE _____

College Approval

Signature _____
Date: _____

Title: Revision 1 to PAA #F-HMC-4

Vendor: HMC Architects

Agreement Date: October 3, 2011

Campus: Foothill College

Project Number: 105

Project Name: Modernization of Learning Support Center and General Classrooms

Amount: \$333,000

For: Addition of landscape architect's design services for improvements to match the Central Campus Site Improvements project, and increased design services needed to deal with structural limitations discovered in Building 5800. This agreement also adds professional design services for the Biology Building (Measure C project 102) into the design package; the scope and budget of Project 102 is planned to be merged with Project 105 for economies of scale in a future Bond List Revision.

Current project funding covers this cost, and the funding will be further augmented by the Bond List Revision.

Action Requested: Approval

Revision #1 to PAA #F-HMC-4

Revision #1 to Project Authorization Amendment #F-HMC-4 dated April 4, 2010 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 103 – Convert to Adaptive Learning Center (Building 5400), 105 – Convert to Learning Support Center (Building 5600), and 122 – TV Center (Building 5800).

AMENDMENT DATE: 10/3/11

SCOPE OF WORK:

To provide full Schematic Design, Design Development, Construction Document, Bidding, and Construction Administration Phase services as described in articles 2.2, 2.3, 2.4, 2.5 and 2.6 of the Agreement, and DSA closeout services including:

- I. Addition of Measure C project 102 – Biology (Building 5100) into the previously approved Project Authorization Amendment #F-HMC-4.
 - a. Project Scope
 - i. Program review / validation / Update of plans - three (3) meetings.
 - ii. Interior plan and finish changes as approved by the District and College, generally including:
 1. New interior finishes, including explore refinishing of interior wood paneling.
 2. Reconfigure the existing floor plans as required per program meetings.
 3. Provide new electrical and data service consistent with Campus and District standards, coordinating with the users to meet their needs.
 4. Reconfigure the existing fire line service, data service and electrical service from their current locations to new location(s) to be determined.
 - iii. Provide new electrical service and distribution.
 - iv. Provide new mechanical systems for the buildings.
 - v. Provide new direct / indirect lighting for all occupied spaces.
 - vi. Renovation of Finishes
 1. Clean and seal exposed wood siding - exterior and interior locations.
 2. New Acoustical Ceilings.
 3. New window coverings.
 - vii. Provide new exterior data closets, condition spaces.
 - viii. Provide new roofing. Coordinate with the District's roofing consultant to define scope.
 - ix. Upgrade the lateral load resisting system of the building structures as determined necessary by the building structural analysis.
 - x. Restore the exterior building envelope consistent with the original design intent for the campus, maintaining existing finishes and details to the maximum extent practicable.
 - xi. ADA upgrades - including door hardware, threshold replacement, door landings and room and building signage.
- II. Addition of Meyer + Silberberg Land Architects, who are currently working on the inner and outer campus site improvement projects, to provide landscape design services.
 - a. Project Scope:
 - i. The linear planter strips between the paved walkways and the building at buildings 5100, 5400, 5600, and 5800.

- ii. The design for the linear planter strips between the paved walkways and the building at buildings 5000 and 5200 are provided as an additive bid alternate.
- iii. The pathway from the parking lot to the area between bldg 5800 and 5000 will be widened to accommodate vehicular traffic. This will take away some area from the native garden adjacent to the path. A landscape design will be developed to resolve the impacts in this area.

III. Structural repairs and improvements to building 5800.

a. Project Scope:

- i. Develop the foundation and framing design to accommodate the infill of the sub grade level and the installation of the HVAC equipment in the attic space.
- ii. Develop the design for the placement of the HVAC system in the new attic space.
- iii. Relocate the main electrical infrastructure serving Bldg 5800 to the on grade level from the basement level.
- iv. Develop the structural strengthening design to remedy the deflecting glu-lamb beam.
- v. Develop a foundation drainage system based on the recommendation of the districts soils engineer.
- vi. Widen the pathway to allow for district vans to deliver materials in close proximity. This work will include the design of a gravity retaining wall; keystone or of similar type.

COMPENSATION:

PAA value including previous revisions:	\$ 693,000.00
Net change in contract value due to this Revision #1:	<u>\$ 333,000.00</u>
New contract value including this amendment and Reimbursables:	\$ 1,026,000.00

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

Title: Change Order 3
Vendor: Hometown Construction, Inc.
Agreement Date: April 14, 2011
Campus: Foothill College
Project Number: 100
Project Name: Krause Center for Innovation – HVAC Upgrades
Amount: \$(28,186.00)
For: Several modifications needed due to unexpected site conditions. In addition, credits are realized from deletion of unused project Allowances.

Total project changes represent a 5.5% reduction in the contract value.

The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 9/15/2011
To Contractor:
Hometown Construction, Inc.
2507 Elkhorn Blvd.
Rio Linda, CA 95673

DSA Number : 01-111510
Architect's Project
Contract Date: 4/14/2011
Contract Number: MC111072
Change Order Number: 003

The Contract is hereby revised by the following items:

Project 100E - Krause Center for Innovation - HVAC Upgrades

PCO	Description	Amount
003	Remove and relocate existing conduit and wire above Ceilings in Rooms 4004 and 4006.	\$1,893
005	Provide labor and materials to fix the existing damaged roof system at KCI.	\$1,350
006	Provide labor and materials to replace two program login controllers at two existing fan units.	\$6,036
007	Provide labor and materials to modify the existing soffit wall below the 17 core holes at the second floor.	\$1,892
008	Provide labor to adjust the existing VAV system to work with the new installed actuators and the scope also includes the additional time for air balancing.	\$1,563
009	Provide labor and materials to demo the existing duct inside the IDF room, the scope includes the repair for the ceiling grid and tiles.	\$1,623
010	Provide labor to capture the existing VAV #10 and remove the existing duct work which are not going to use.	\$457
011	Provide the credit of \$15,000 Allowance #1 (Roof Dry Rot) from the original contract.	\$(15,000)
012	Provide the credit of \$8,000 Allowance #2 (Suspended Ceiling) from the original contract.	\$(8,000)
013	Provide the credit of \$2,000 Allowance #3 (Pipe and Conduit Removal) from the original contract.	\$(20,000)

The original Contract Value was.....	\$396,033
Sum of changes by prior Prime Contract Change Orders.....	\$6,356
The Contract Value prior to this Prime Contract Change Order was.....	\$402,389
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(28,186)
The new Contract Value including this Prime Contract Change Order will be.....	\$374,203
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/9/2011

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.

Enovity
ARCHITECT
100 Montgomery St.
Suite 600
Address
By Jonathan Soper
SIGNATURE _____

Hometown Construction, Inc.
CONTRACTOR
2507 Elkhorn Blvd.
Rio Linda, CA 95673
Address
By Jack Johnstone
SIGNATURE _____

Foothill DeAnza Community College
District
OWNER
12345 El Monte Road
Los Altos, CA 94022
Address
By _____
SIGNATURE _____
DATE _____

College Approval
By: _____
Signature _____
Date: _____

K

Title: Inspector of Record Services
Vendor: Qualicon Enterprises, Inc.
Agreement Date: October 3, 2011
Campus: Foothill College
Project Number: 113
Project Name: New Pressbox
Amount: \$52,250
For: Services to perform the duties required of the District's Project Inspector of Record for this project, as required by the Division of the State Architect.

The funding for this agreement is within the current budget.

Action Requested: Approval

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 3rd day of October, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Quali-Con Enterprise, 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 \$ 52,250.00.
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 10/3/11 through 12/9/12 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	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
New Pressbox

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: \$90 per hour. Administrative assistant \$45 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 \$52,250.00 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 December 9, 2012. 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.

Title: Change Order 1
Vendor: Ralph Larsen & Son, Inc.
Agreement Date: August 1, 2011
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$12,888.00
For: Removal of additional asbestos-containing material found during the course of demolition and construction preparation.

Total project changes represent 0.5% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 9/14/2011
To Contractor:
Ralph Larsen & Son, Inc.
300 8th Avenue
San Mateo, CA 94401

DSA Number : 01-111842
Architect's Project
Contract Date:
Contract Number: MC120245
Change Order Number: 001

The Contract is hereby revised by the following items:

Project #120 - Smithwick Theater

PCO	Description	Amount
002	Provide labor and materials to remove and disposal of asbestos and lead containing interior finishes located at the wall and ceiling within both women and men bathroom requested by abatement consultant.	\$6,460
003	Provide labor and materials to remove and disposal of an additional 65 linear feet of asbestos containing pipe insulation discovered at Room 1018 and 1025 recommended by abatement consultant.	\$3,190
004	Provide labor and materials to remove the oversprayed asbestos on existing duct work recommended by abatement consultant.	\$3,238

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$2,560,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$12,888
The new Contract Value including this Prime Contract Change Order will be.....	\$2,572,888
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/28/2012

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

HMC Architects
ARCHITECT
1570 The Alameda, Suite 330
San Jose, CA 95126
Address
By Gene Ely
SIGNATURE
DATE

Ralph Larsen & Son, Inc.
CONTRACTOR
300 8th Avenue
San Mateo, CA 94401
Address
By Don Teixeira
SIGNATURE
DATE

Foothill DeAnza Community College
District
OWNER
12345 El Monte Road
Los Altos, CA 94022
Address
By
SIGNATURE
DATE

College Approval
By:
Signature
Date:

Title: Change Order #4

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: \$ 637.00

For: Replacement of outdoor lighting at pathways from Building 5200 to Parking Lots 5 and 6 due to poor condition of existing lighting adjacent to construction; reconfiguration of two electrical switchboard power feeders to improve maintainability, as directed by the District; deletion of Allowance #1 (Biological Mitigation Measures) and Allowance #3 (Mechanical Room Improvements), since these allowances were not required due to advantageous site conditions and design alternatives.

This change plus all previously approved change orders equal to 1.87% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 9/15/2011
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number
Architect's
Contract Date: 1/3/2011
Contract Number: 001
Change Order Number: 004

The Contract is hereby revised by the following items:

CHANGE ORDER #04 - OCT 03 2011 BOT

PCO	Description	Amount
011	[TPCO #23] Bulletin #05 - Outdoor Lighting at Pathway 5200 - 7400	\$48,107
028	[TPCO #22] Bulletin #7 - Re-orientation of Feeders at SSW-1 & 2	\$2,530
035	DEDUCTIVE - Deletion of ALLOWANCE #1 Biological Mitigation Measures	\$(20,000)
036	DEDUCTIVE - Deletion of ALLOWANCE #3 Mechanical Room Improvements	\$(30,000)

The original Contract Value	\$4,616,000
Sum of changes by prior Prime Contract Change	\$85,628
The Contract Value prior to this Prime Contract Change Order	\$4,701,628
The Contract Value will be changed by this Prime Contract Change Order in the amount	\$637
The new Contract Value including this Prime Contract Change Order will	\$4,702,265
The Contract duration will be changed	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order	12/9/2011

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.

Salas O'Brien Engineering

ARCHITECT
305 South 11th St.

Address

By

SIGNATURE

DATE

Taber Construction

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

Address

By Philip Ting

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

Title: Revision #5 to PAA F-WRNS-1B
Vendor: WRNS Studio, LLP
Agreement Date: October 6, 2009
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$6,600
For: Incorporate specifications for new pathway lantern fixtures and supporting electrical infrastructure into the construction bid documents.

The funding is included in the current budget.

Action Requested: Ratification

Revision #5 to PAA F-WRNS-1B

Revision #5 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 SERVICES:

- I. **Incorporate specifications for high pressure sodium (HPS) pathway lantern fixtures on new hinged poles and supporting electrical systems into the construction bid documents. Update fixture layouts, fixture schedule, load and energy calculations as necessary.**

Revise Section IV Architect's Schedule as follows:

- A. Complete all scope activities in section II.2A-F by ~~November 1, 2010~~ **October 7, 2011**. Construction is anticipated to commence by ~~March 1, 2011~~ **July 2012**, with a completion date of no later than ~~July 1, 2012~~ **September 2013**. If for any reason this schedule is delayed, the fees may be adjusted accordingly.

COMPENSATION:

Original PAA value including Reimbursables:	\$ 682,000.00
Net change due to previous revisions:	\$ 79,090.00
Net change in contract value due to this Revision #5:	<u>\$ 6,600.00</u>
New contract value including this revision plus Reimbursables:	\$ 767,690.00

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

 9.12.11

Signature

Wright Sherman
Associate Partner
WRNS Studio, LLP

PAA F-WRNS-1B Revision #5
Board Ratification Date: October 3, 2011