

## **Board of Trustees Agenda Item**

**Board Meeting Date:** June 7, 2010

**Title of Item:** Measure C Consent

**Background and Analysis:**

***The aggregate amount of these items is: \$434,349***

***De Anza College –***

- A) Architectural Resources Group, Inc. – Revision #1 to PAA #04A, Agreement for Services – Sunken Garden - \$0
- B) Cogent Energy – Revision #01 to PAA #01 – Mediated Learning Center - \$3,626
- C) John Plane Construction, Inc. – Change Order #01 – Seminar Building/Multicultural Center - \$1,061
- D) Noll & Tam Architects – Revision #3 to PAA #1C, Agreement for Services – Seminar Building/Multicultural Center - \$12,380
- E) The Ratcliff Architects – Revision #5 to Agreement – Mediated Learning Center - \$39,200
- F) The Ratcliff Architects – Revision #6 to Agreement – Mediated Learning Center - \$50,000 Not to Exceed
- G) Salas O’Brien Engineers – Revision #4 to Agreement – S2-S6 Phase II – Utility Master Plan – Phase I - \$94,380
- H) Tricon Construction, Inc. – Change Order #6 – Pool Chlorination Systems - <\$16,236>
- I) S. J. Amoroso, Inc. – Change Order #11 – S2-S6 Phase II – Utility Master Plan – Phase I - \$47,370

***Foothill College –***

- J) Energy Resource Associates, Inc. – Revision #1 to PO #PG876096 – Fire Alarm systems Replacement Phase II - \$0
- K) HMC Architects – Revision to PAA #F-HMC-#3A – Smithwick Theater - \$141,000
- L) Quali-Con Enterprises, Inc. – Change Order #2 – Fire Alarm Systems Replacement Phase II - \$3,000
- M) YESCO – Change Order #2 – Exterior Signage - \$11,113
- N) Zolman Construction and Development, Inc. – Change Order #2 – Modernization of Administration Building and General Classrooms - \$47,455

**Recommendation:** 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,
Is backup provided?	Yes

**Revision Number 1 to Project Authorization Amendment #04A  
Between Foothill-De Anza Community College District  
& Architectural Resources Group, Inc.**

Revision Number 1 to PAA #04A dated March 2, 2010 between Foothill - De Anza Community College District and Architectural Resources Group, Inc for Measure C Project 230 - Sunken Garden is an extension of the contract schedule only.

REVISION DATE: **June 7, 2010**

SCOPE OF WORK:

This revision includes no revision to the project scope.

COMPENSATION:

Original contract value:	\$ 42,963
Net change on contract value prior to this revision:	\$ 0
Contract value prior to this revision:	\$ 42,963
Net change in contract value due to this revision:	<u>\$ 0</u>
New contract value including this revision:	<b>\$ 42,963</b>

SCHEDULE:

Original Completion Date:	06/15/2010
Revised Completion Date:	07/28/2010

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

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Signature	Date
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**Charles Allen**

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

ARCHITECT

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Signature	Date
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**Stephen Farneth**

*Principal*

Architectural Resources Group, Inc

FOOTHILL – DE ANZA CCD  
ARG PAA 04 Revision 1

Measure C Project 230: Sunken Garden  
Page 1

## Revision #01 to Project Assignment Amendment #01 Between Foothill-De Anza Community College District & Cogent Energy

Revision Number 01 to PAA #01 dated December 2, 2008 between Foothill - De Anza Community College District and Cogent Energy for Measure C Project 261 – Mediated Learning Center.

REVISION DATE: **June 7, 2010**

### SCOPE OF WORK:

This revision includes additional design review, revisions to the Owners Project Requirements for commissioning, and revisions related to Building Management System upgrades as requested by the District. Total costs in the amount of \$7,252 will be split between the De Anza College Mediated Learning Center and Foothill College Physical Sciences and Engineering Center.

### COMPENSATION:

Original contract value:	\$ 205,262
Net change on contract value prior to this revision:	\$ 0
Contract value prior to this revision:	\$ 205,262
Net change in contract value due to this revision:	<u>\$ 3,626</u>
New contract value including this revision:	<b>\$ 208,888</b>

### SCHEDULE:

The PAA schedule will be revised as follows to reflect additional DSA document review and Lease Leaseback procurement:

Original Pre-Construction dates	10/2008 through 9/2009
Revised Pre-Construction dates	10/2008 through 10/2010
Original Construction dates	10/2009 through 9/2011
Revised Construction dates	11/2010 through 7/2012
Original Close-Out dates	9/2011 through 12/2012
Revised Close-Out dates	8/2012 through 1/2014

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

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Signature

Date

**Charles Allen**

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

ARCHITECT

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Signature

Date

**Thomas Riley**

*President*  
Cogent Energy



# Prime Contract Change Order

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

**205 Seminar Building/Multicultural Center**  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

**Project # 205**  
Tel: 408-864-5542 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 5/18/2010**  
**To Contractor:**  
John Plane Construction, Inc.  
100 North Hill Dr., Ste.12  
Brisbane, CA 94005

**DSA Number** 01-110252  
**Project #**  
**Contract Date:** 3/18/2010  
**Contract Number: 001**  
**Change Order Number: 001**

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

Change Order #1, June 7, 2010 Board Meeting

PCO	Description	Amount
007	MCC: Concrete ILO Asphalt at Parking - OD	\$1,061

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$2,706,200
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$1,061
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$2,707,261</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/6/2010

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

Noll & Tam Architects & Planners

John Plane Construction, Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**  
729 Heinz Street, #7  
Berkeley, CA 94710

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

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

Address

Address

Address

By CHRIS NOLL

By Bon Oct 2

By Charles Allen

SIGNATURE C. Noll

SIGNATURE Bon Oct 2

SIGNATURE \_\_\_\_\_

DATE 05-24-10

DATE 5/24/10

DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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



## CONSTRUCTION CHANGE DIRECTIVE

CCD - Measure C Standard

205 Seminar Building/Multicultural Center  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

Project # 205  
Tel: 408-864-5542 Fax: 408-864-5745

Gilbane/MAAS

Number: 002

Date: 5/5/10

To: John Plane Construction, Inc.  
Ben Ortiz  
100 North Hill Dr., Ste. 12  
Brisbane, CA 94005

From: Gilbane/MAAS  
Erin Allred  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

Subject	Type	Reason
MCC: Concrete in lieu of asphalt adjacent to parking - OD	Not to Exceed	Owner Directive

Location	Reference	Estimated Cost
MCC: East side adjacent to parking		1,100

### Description

Pursuant to Article 9 of the General Conditions, this Construction Change Directive directs John Plane Construction to provide all necessary labor, material, equipment and supervision to complete the work outlined below.

The scope of work includes:

Removal of existing asphalt strip at MCC adjacent to existing landscaping and installation of new concrete sidewalk per Detail 8/C-3.0. The area to receive new concrete is currently scheduled to receive a new asphalt overlay. Included in your price a credit for the overlay.

The value of this change is Not to Exceed \$1,100.00 and will be negotiated with the District pursuant to Article 9.3.1.1 of the General Conditions.

*In order to expedite the Work and avoid or minimize delays in the Work which affect the Project Budget and/or Project Schedule your Contract Documents should be amended to include the additional Work described above, which is beyond the current Scope of Work. Proceed with this Work promptly. Costs incurred herein are in addition to the current Contract Sum. Final costs of Work involved and change in Contract Sum and Time (if any) will be submitted for inclusion in a final Change Order adjusting the Project Budget and/or Project Schedule.*

Signature

5.5.10

Signed Date

Prolog Manager

Printed on: 5/5/2010

WRO Foothill DeAnza

Page 1

**Change Order Markup Format****JPC#2,5.5.10**

Description of change: DELETE GRIND/OVERLAY OF AC ALONG HC PARKING STALLS AND REPLACE WITH COMPLETE DEMO OF AC, GRADE & COMPACT SUBGRADE, GRADE AND COMPACT BASEROCK, AND INSTALL NEW CONCRETE (APPROX. 200 SF). THIS IS A LUMP SUM PRICE NOT SUBJECT TO NEGOTIATION.

**Subcontractor's Costs**

- A. Subcontractor Materials (include itemized quantity and unit costs plus sales tax)  
\$ \_\_\_\_\_
- B. Subcontractor Labor (include itemized hours, trades/classification, and rates)  
\$ \_\_\_\_\_
- C. Subcontractor Equipment Rentals (include invoices or standardized rate  
\$ \_\_\_\_\_  
charges for contractor-owned equipment)
- D. Sub-Total Subcontractor  
\$ 1,000.00
- E. Subcontractor markup on Subcontractor costs (15% of Line D)  
\$ INCLUDED
- F. Subcontractor Total (Line D + Line E)  
\$ 1,000.00

**General Contractor's Costs**

- G. GC Materials (include itemized quantity and unit costs + sales tax)  
\$ \_\_\_\_\_
- H. GC Labor (Include itemized hours, trades and rates)  
\$ \_\_\_\_\_
- I. GC Equipment Rentals (Include invoices or standardized rate  
\$ \_\_\_\_\_  
charges for contractor-owned equipment)
- J. Sub-Total General Contractor  
\$ \_\_\_\_\_
- K. General Contractor's markup on GC work (15% of Line J)  
\$ \_\_\_\_\_
- L. General Contractor Total (Line J + Line K)  
\$ \_\_\_\_\_

**General Contractor Markup on Subcontractors and Bond Fees**

M. Costs of all Subcontractors (attach separate sheets for multiple  
\$ 1,000.00  
Subcontractors performing any portion of this change and add  
up all line D's)

N. General Contractor's Mark-up rate on Subcontractors' work  
\$ 50.00  
(5% of Line M)

O. Sub-Total (All Line F's + Line L + Line N)  
\$ 1,050.00

P. All Direct Costs (all Line D's + Line J)  
\$ 1,050.00

Q. Mark-Up for Bond Fees (1% of Line P)  
\$ 10.50

**TOTAL CHANGE PROPOSAL (Line O + Line Q)**  
**\$ 1,060.50**

<b>Contractor Mark-Up Matrix</b>				
	General Contractor	1 <sup>st</sup> Tier Subcontractor	2 <sup>nd</sup> & Lower Tier Subs	Total Markup
General Contractor (Direct Costs)	15%			15%
1 <sup>st</sup> Tier Subcontractor (Direct Costs)	5%	15%		20%
2 <sup>nd</sup> & Lower Tier Subs (Direct Costs)	5%	5%	15%	25%

**END OF SECTION**



## Revision Number 3 to Project Authorization Amendment #1-C Between Foothill-De Anza Community College District & Noll & Tam Architects

Revision Number 3 to PAA #1-C dated May 6, 2008 between Foothill - De Anza Community College District and Noll & Tam Architects for Seminar Building.

REVISION DATE: **June 7, 2010**

### SCOPE OF WORK:

This Revision is to compensate the Architect and their engineering consultants for additional design services required to incorporate the new District Building Management System (BMS) standard into the project documents. Work also includes adding electrical sub-metering.

Added fees are to adjust for annual billing rate increases and to cover the costs for reinitiating the project in 2010.

### COMPENSATION:

Original contract value:	\$ 103,255
Net change in contract value from previous revisions:	\$ 11,418
Contract value prior to this revision:	\$ 114,673
Net change in contract value due to this revision:	<u>\$ 12,380</u>
New contract value including this revision:	<b>\$ 127,053</b>

All other contract terms to remain in place per the Master Agreement 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

**Chris Noll**

*Principal*  
**Noll & Tam Architects**

## PAA 1&2 C: Seminar & MCC

### Revision X: New District BMS Standard and Additional Metering

De Anza College  
(N&T Project No. 2910.00)  
May 12, 2010

#### PROFESSIONAL FEE SUMMARY - BASIC SERVICES

Phase / Task	Total Fee
1. Architectural	\$1,160
2. Mechanical: Revised BMS Standard	\$4,400
3. Mechanical: Revised BMS Standard - CA	\$2,200
4. Mechanical: Additional Metering	\$3,300
5. Electrical: Revised BMS Standard	\$0
6. Electrical: Additional Metering	\$1,320
<b>TOTAL PROPOSED FEE - SCHEMATIC DESIGN SERVICES</b>	<b>\$12,380</b>

#### Basis of Proposal

##### A Revised BMS Standard

1. On May 4, 2010 the Design team received a new version of the District Standard for BMS Controls. This change will require a revised mechanical design and specification for the control system. These modifications will need to be incorporated in the Contract by post-award Bulletin.
2. The change to the BMS Standard will result in additional effort on the part of the Mechanical Engineer during construction and commissioning as the system is new to the District and College.

##### B Additional Metering

1. In April 2010, the District requested sub metering of the electrical service on Seminar and the MCC. This request affects both electrical and mechanical documentation. This change will need to be incorporated in the Contract by post-award Bulletin.
2. The State of California is asking community colleges to document their electrical energy consumption in a more detailed fashion. The request is for a building-specific electric meter that can be tied into campus BMS. The devices will monitor the incoming electrical feeds, one at Seminar and one at MCC, for total building electrical usage at each building.
3. The additional metering will result in the need for an additional Mechanical drawing. The meter locations will need to be added to the plans. The metering will also require revision of the control drawings, points list, and graphical interface specification.
4. The meters are assumed to be small enough not to trigger the need for any additional space in the electrical rooms.

##### C. General

1. The Bulletin describing these modifications will be submitted to DSA.

#### Not included in Fee Proposal:

1. Permit, utility, and other fees
2. This proposal does NOT include additional design and documentation required to attain LEED credit for Metering and
3. This proposal does not include design of metering to monitor plug, lighting, and HVAC loads individually. These loads are currently inter-mixed between the various panels and will require more detailed investigation and engineering if required to be monitored separately.
4. Changes to the architectural layout of rooms or spaces to accommodate additional equipment are not anticipated to be required and are not included in this proposal.
5. Design and engineering of the "head end" for the new controls system is not included in this proposal. This proposal includes design and engineering of the controls systems for the Seminar Building and MCC.

**The Ratcliff Architects – Revision #05**

Revision #05 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

**DATE OF REVISION:**

June 7, 2010

**SCOPE:**

1. Provide contractor selection services including RFQ/RFP refinement, SOQ evaluation and contractor interviews during the design and bidding phase.
2. Provide design and construction administration services required to include 2 fully functioning rooftop mounted satellites (includes design and spec for hardware, connections, programming, etc).
3. Provide design and construction administration services necessary to refine District ETS standards and incorporate resultant changes in the project documents.
4. Assist with District development of a revised Building Automation System specification and provide design and construction administration services required to incorporate this document into the project.

**COMPENSATION:**

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	\$ 27,645.00
Contract value prior to this revision:	\$ 4,651,945.00
<b>Net change in contract value due to this revision:</b>	<b>\$ 39,200.00</b>
New contract value including this revision:	\$ 4,691,145.00

**SCHEDULE:**

Contract completion date (currently December 31, 2012) can be extended, at no additional cost, by mutual agreement for up to three additional six month periods.

**OTHER:**

All other contract terms are to remain in place per the standard form of agreement 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

CONSULTANT

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

\_\_\_\_\_  
 Print Name  
 The Ratcliff Architects



5856 Doyle Street  
Emeryville CA 94608

Tel 510 899 6400  
Fax 510 899 6404  
www.ratcliffarch.com

April 30, 2010

Mr. Tom Armstrong  
Director Bond Program Management, Planning, Design, & Construction Management,  
De Anza College  
21250 Stevens Creek Blvd  
Cupertino, California 95014

Subject: **Proposal for Additional Services (#05REV)**  
**De Anza College Mediated Learning Center (MLC)**  
***Measure C PROJECT NO. 261***  
Ratcliff Project No. 27046

Dear Mr. Armstrong:

RATCLIFF presents this proposal for Additional Services on the De Anza Mediated Learning Center project. This additional scope is for architectural services provided by RATCLIFF and its consultants for the management, design, documentation, and coordination necessary to provide architectural, structural, and specialty consultants for the expanded scope of work. With this expansion of the work RATCLIFF is requesting an increase to our original contract. This letter is to seek formal authorization from you for the performance of Additional Services by RATCLIFF and its consultant under Article 3.3 of the June 17, 2008 Standard Form of Agreement Between The Foothill-De Anza Community College District & "New" Architects (*Purchase Order G979234*).

The scope of Additional Services is as follows:

**Additional Effort for Lease-Lease Back RFQ/RFP process: Contractor Selection and Pre-Construction Services Phases**

RATCLIFF requests fee for additional effort required as part of the Lease-Lease Back contractor selection process (LLB).

We have reviewed the Agreement between the District and Ratcliff and compared the existing Bid Phase deliverables versus those that are now being requested of Ratcliff. Under the existing agreement, a traditional, competitive bid phase of approximately six weeks was anticipated, with typical services included. The District has replaced this traditional six-week Bid Phase with Contractor Selection and Pre-Construction phases in order to support its shift to the LLB delivery method. Altogether, the District's schedule anticipates these phases to last approximately six months.

During this considerably longer process, there are some tasks comparable to those identified for the Bid Phase in the current agreement. Ratcliff has identified those tasks and excluded them from this request.

However, there are additional activities and scope required to support the LLB. Those activities are listed below. Please also refer to attached matrix for a detailed Bid Phase comparison and breakdown of additional effort either already incurred or anticipated.

#### Contractor Selection Phase

- Review of various draft Request for Qualifications / Request for Proposal (RFQ/RFP) and agreement documents and provide feedback to District. *This effort was in response to the District's request. The documents include what will replace the General Conditions document Ratcliff has previously reviewed for the District and for which it provided feedback.*
- Review and score contractor Statements of Qualifications (SOQ). *This task has no equivalent in the traditional design-bid-build process that is assumed by the existing contract.*
- Participate in shortlisted contractor interviews. *This task has no equivalent in the traditional design-bid-build process that is assumed by the existing contract.*
- Review of contractor proposals and provide feedback to District. *This task has no equivalent in the traditional design-bid-build process that is assumed by the existing contract.*
- Ongoing miscellaneous consultation and overhead throughout RFQ/RFP process.

#### Pre-Construction Services Phase

- (2) Meetings with selected GMC contractor, including one page-turn meeting with A&E team. *The District's Pre-construction Services Agreement requires the Contractor to review the Documents and make recommendations to the Architect "for improvement or completion" and represents an added layer of pre-construction, third-party review.*
- District-requested revisions to documents and any DSA approvals associated with recommended changes due to Contractor constructability review (Allow 80 hours per attached matrix) *The District's Pre-construction Services Agreement requires the Contractor to "warrant that the Construction Documents are free of ambiguities, conflicts, or omissions in the subcontractor bid packages and shall guarantee...that the total project shall be built for a sum not to exceed the GMP..." This shifts risk to the Contractor and, based upon the level of documentation the Contractor deems necessary, can extend Ratcliff's services beyond the standard of care and the scope of the existing contract, which is to furnish documents for the District's use, not the Contractor's. The construction documents, in their current form, reflect the current Owner-Architect agreement.*

RATCLIFF

Mr. Tom Armstrong  
April 30, 2010  
Page 3 of 4

- District-requested revisions to documents and any DSA approvals associated with construction cost savings concepts identified by the Contractor (Allow 80 hours per attached matrix). *Estimates performed by Ratcliff under the current contract indicate that the project is on-budget. Regardless of whether the Contractor agrees with the most recent A/E estimate, any design revisions required to further reduce costs for the benefit to the District exceeds the intent of the contract.*

Ratcliff and its consultants propose to provide the services outlined above on a T & M basis not to exceed Thirty Two Thousand Eight Hundred and Twenty (\$32,820) without written authorization by the Owner.

The following are the breakdown totals for the ***De Anza MLC Work: 27046 – Expanded Scope of Work:***

Additional Effort for Lease-Lease Back RFQ/RFP process

Contractor Selection Phase

1. Review of draft RFQ/RFP
2. Review of submitted SOQ's:
3. Participation in contractor interviews:
4. Ongoing consultation throughout SOQ/RFP process:

\$2050

\$4100

\$4100

\$3280

# 13,530 Rev#5

Pre-Construction Services Phase

5. Additional Meetings:
6. Participation in pre-construction constructability review:
7. Response/Revisions to any pre-construction cost analysis:
8. Allowance for Consultant Participation:

\$5120

\$12,800

\$12,800

\$20,000

T&M  
NTE  
\$50,000 Rev#6

**TOTAL RATCLIFF FEE** for Expanded Scope of Work services:

\$64,250

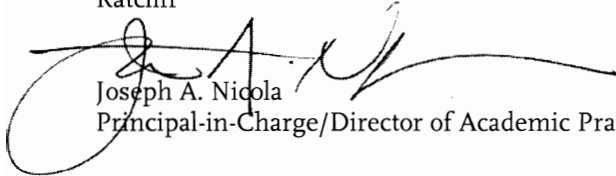
Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

RATCLIFF

Mr. Tom Armstrong  
April 30, 2010  
Page 4 of 4

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Very truly yours,  
Ratcliff



Joseph A. Nicola  
Principal-in-Charge/Director of Academic Practice

cc: Diana Mizuhara, Ratcliff Accounting  
Tess Kavanagh, De Anza PM, Ratcliff

RATCLIFF

**The Ratcliff Architects – Revision #06**

Revision #05 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

**DATE OF REVISION:**

June 7, 2010

**SCOPE:**

1. Provide pre-construction services on a time and materials basis, not to exceed the value noted below. Services include, but are not limited to, participation in constructability review with potential LLB Contractor, cost analysis of potential changes to the project documents and revision of documents for District approved changes. Ratcliff's consultants' services shall be included with this scope.

**COMPENSATION:**

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	\$ 66,845.00
Contract value prior to this revision:	\$ 4,691,145.00
<b>Net change in contract value due to this revision (T&amp;M NTE):</b>	<b>\$ 50,000.00</b>
New contract value including this revision:	\$ 4,741,145.00

**SCHEDULE:**

No Change

**OTHER:**

All other contract terms are to remain in place per the standard form of agreement 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

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

The Ratcliff Architects





5856 Doyle Street  
Emeryville CA 94608

Tel 510 899 6400  
Fax 510 899 6404  
www.ratcliffarch.com

May 3, 2010

Mr. Tom Armstrong  
Director Bond Program Management, Planning, Design, & Construction Management,  
De Anza College  
21250 Stevens Creek Blvd  
Cupertino, California 95014

Subject: **Proposal for Additional Services (#06 REV)**  
**De Anza College Mediated Learning Center (MLC)**  
***Measure C PROJECT NO. 261***  
Ratcliff Project No. 27046

Dear Mr. Armstrong:

RATCLIFF presents this proposal for Additional Services on the De Anza Mediated Learning Center project. This additional scope is for architectural services provided by RATCLIFF and its consultants for the management, design, documentation, and coordination necessary to provide architectural, structural, and specialty consultants for the expanded scope of work. With this expansion of the work RATCLIFF is requesting an increase to our original contract. This letter is to seek formal authorization from you for the performance of Additional Services by RATCLIFF and it's consultant under Article 3.3 of the June 17, 2008 Standard Form of Agreement Between The Foothill-De Anza Community College District & "New" Architects (*Purchase Order G979234*).

The scope of Additional Services is as follows:

**A) Additional Work related to Comment Review Process: DSA Review/Bid Phase**

- a. Additional Review Meeting: Per section 2.4.4 of the contract, Ratcliff is obligated for one meeting to review 100% CD documents with the District. This meeting occurred 1/25/10. An additional meeting occurred on 2/9/10 which required effort by the design team to form the agenda by evaluating ETS and electrical comments and identifying those items that might have scope/cost impact. This additional meeting helped the District manage user group input, however it was not included in the current scope of services.
- b. Issue of June 1st Review Comment Back Check Set: Additional document set issued at request of District to confirm responses to review comments are included in current construction document set.

- c. Additional Page Turn Meetings: Page turn review of June 1 Set with user groups to confirm comments have been captured. These meetings are above and beyond the effort required by contract.

**B) De Anza Requested Re-Design after CD Issue: DSA Review/Bid Phase**

Ratcliff requests fee to perform changes in the design requested by De Anza College after issue of 100% Construction Documents. Per Sec 3.3.2 of the contract, revisions to design caused by untimely decision or input are eligible for additional fee. Changes requested include:

- a. **Addition of security gate to NW stair** – A security gate at the roof access stair is not an established campus standard and was not requested by campus security staff in previous reviews. This revision may have structural impacts as there may be adjustments to stair support structure required.

**C) Addition of (2) Satellites to MLC Scope: DSA Review/Bid Phase**

Ratcliff requests fee to provide design and engineering for satellite antenna system equipment to be installed for the Tech Resources Group. Infrastructure for the satellite i.e. roof pads and conduit for connection to the TV Studio head end are already included in the current design.

**D) Meetings and Revisions to update ETS Standards: DSA Review/Bid Phase**

In order to update District ETS standards, the District has requested participation of Ratcliff and SFMI to review and recommend revisions to the standards in order to make them more bid ready. This effort relates to developing campus standards which is outside the scope of the current MLC contract. Added work includes three four hour meetings, travel time and meeting preparation. One meeting, 4/1/10, has all ready occurred. We are also including an allowance for SFMI to perform revisions of the ETS standards document if so requested.

**E) Update of Building Controls Standards: CD and DSA Review/Bid Phase**

The lack of functional District controls standards has required the design team to perform additional meetings and consultation with the District in order to determine direction for controls systems for the campus. Extra work included multiple meetings beginning in November 2009 (11/18/09), second meeting in February 2/9/10 and more recently, a meeting in April (4/20/10) Each of these meetings has required effort by the team to research and prepare information for discussion. Similar to item E) developing campus standards is outside the scope of the current MLC contract. In addition, there will also be revisions to the current HVAC controls design resulting from the implementation of the new standards.

**F) Revisions due to S2/S6 project: DSA Review/Bid Phase**

The District's separate campus telecom upgrade project has generated extra effort for the MLC design team due to changing site conditions. Additional work includes revising the MLC design, including paving and tree locations, as well as work to support the District's coordination of its S2-S6 project, including fire hydrant relocation and other adjustments to utility services.

**G) Additional Peer Review by AWI: DSA Review/Bid Phase**

The District has requested a peer review to be performed by AWI on casework details and specifications. AWI has currently reviewed the specifications and details for typical casework and their comments have been incorporated. This add service covers any additional effort by AWI to provide consulting for the development of custom casework details at the Anthropology display cases.

RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Eighty Seven Thousand Seven Hundred and Ten Dollars (\$87,710) without written authorization by the Owner.

The following are the breakdown totals for the *De Anza MLC Work: 27046 – Expanded Scope of Work:*

**A) Additional Work related to Comment Review Process::**

Multiple Comment Review Meetings :	\$4600	
Page Turn Review of June 1 Set:	\$5280	
Issue of June 1st Set:	\$2960	
<b>Total Ratcliff's Fee</b>		<b>\$12,840</b>
<b><u>Consultant Fees</u></b>		
Forell:	\$1,500	
Sandis:	\$1,000	
SFMI:	\$1,000	
OCB:	\$1,500	
F+K:	\$2,500	
P+G:	\$1,000	
Sub-Total Consultant Fees:	\$8,500	
Consultant Markup 10%:	850	
	\$9350	\$9350
Printing Costs:		\$4500
<b><u>SubTotal:</u></b>		<b>\$26,690</b>

RATCLIFF

Mr. Tom Armstrong  
May 3, 2010  
Page 4 of 6

**B) De Anza Requested Re-Design after CD Issue:**

Total Ratcliff's Fee		
Security Gate at Stair:	\$4000	\$4000
<u>Consultant Fees</u>		
Forell:	\$2,500	
Consultant Markup 10%:	250	
	\$2,750	
<u>Sub-Total:</u>		\$6,750

**C) Addition of (2) Satellites to MLC Scope**

Total Ratcliff's Fee		
Review and Coordination:	\$1,500	\$1,500
<u>Consultant Fees</u>		
SFMI:	\$2,500	
Sub-Total Consultant Fees:	\$2500	
Consultant Markup 10%:	250	
	\$2,750	
Total Consultant Fee:		
<u>Sub-Total:</u>		\$4250

Rev #5

**D) Meetings and Revisions to update ETS Standards**

Total Ratcliff's Fee		
Review and Coordination:	\$2,800	\$2,800
<u>Consultant Fees</u>		
SFMI:		
Extra Meetings	\$1,500	
Allowance to Revise District Standards:	\$2,500	
Consultant Markup 10%:	400	
	\$4,400*	
Total Consultant Fee:		

\*SFMI fee to be shared by both MLC and PSEC projects

<u>Sub-Total:</u>		\$7,200
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Rev #5

RATCLIFF

Mr. Tom Armstrong  
May 3, 2010  
Page 5 of 6

E) Update of Building Controls Standards:

**Total Ratcliff's Fee**

Extra Meetings & Prep time:	\$5,970	\$5,970
-----------------------------	---------	---------

Consultant Fees

WSP/Flack + Kurtz:

\$7500

Consultant Markup 10%:

750

Total Consultant Fee:

\$8,250

Sub-Total:

\$14,220

Rev#5

F) Revisions due to S2/S6 project:

**Total Ratcliff's Fee**

Extra Meetings & Coordination:	\$5,250	\$5,250
--------------------------------	---------	---------

Consultant Fees

OCB:

\$11,000

Sandis:

\$5,000

\$16,000

Consultant Markup 10%:

1600

Total Consultant Fee:

\$17,600

Sub-Total:

\$22,850

G) Additional Peer Review by AWI:

**Total Ratcliff's Fee**

Review and Coordination:	\$3,000	\$3,000
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AWI Review Fee

\$2500

Consultant Markup 10%:

\$250

Total Consultant Fee:

\$2750

Sub-Total:

\$5750

RATCLIFF

Mr. Tom Armstrong  
May 3, 2010  
Page 6 of 6

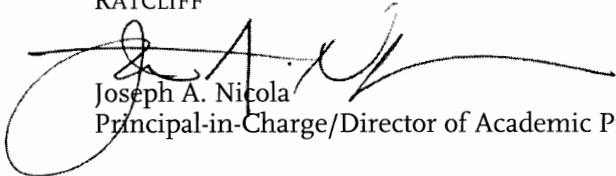
**TOTAL FEE for Expanded Scope of Work services:**

**\$87,710**

Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Very truly yours,  
RATCLIFF



Joseph A. Nicola  
Principal-in-Charge/Director of Academic Practice

cc: Diana Mizuhara, Ratcliff Accounting  
Tess Kavanagh, De Anza PM, Ratcliff

**RATCLIFF**

Revision 04 to Standard Form of Agreement, dated September 9, 2008, between  
Foothill-De Anza Community College District and Salas O'Brien Engineers for  
Measure C Project 241.

REVISION DATE: June 7, 2010

SCOPE OF WORK:

Provide additional services as follows (Salas O'Brien proposal attached for reference only):

1. On site meetings to support the creating the shop drawings due to unforeseen routing issues for piping and supports in the central plant buildings. Meetings attended 11/17/09, 11/24/09.
2. Increased efforts for submittal reviews due to the Contractor providing multiple submissions for substitutions with issues (but without the proper substitution documentation) and/or providing submissions of small packages instead of one large package for review and approval (e.g. Submittals 30.10a, 31.5, 40.2, 44.3, 79.2, and 80.2 were submitted multiple times). Electrical Submittals were submitted with multiple manufactures product information for each item.
3. Additional construction efforts to compensate for increased volume of CPE reviews due to unforeseen site conditions, FHDA requested changes, and contractor submitted alterations/field adjustments (as requested by Gilbane/FHDA). Meetings attended 8/26/09; 10/8/09, 11/7/09, 11/18/09, 1/5/2010, 1/26/10, 2/16/10, 3/10/2010 and additional meetings held after the construction meetings on Tuesdays. This covers all services described above up to March 31<sup>st</sup>, 2010.
4. Revise drawings for pre-cast wall in order to get approval from DSA for Sierra Pre-Cast Wall design.
5. Design for conduit support/bracing at Buildings S2 and S6.
6. Design for gate at pre-cast wall at Building S6.
7. Redesign of the enclosure for Switchgear 6/7 and Transformers TX6/6A.
8. Structural analysis of Buildings S2 and S6.
9. Redesign temporary generator plan for the project to accommodate the generators at CDC and LC during shutdown #4, as requested by FHDA.
10. Design of temporary cooling for the buildings serviced of M2 Heading (LC, LCW, S5,6,7,8,9)

Revision 04 to Standard Form of Agreement, dated September 9, 2008, between Foothill-De Anza Community College District and Salas O'Brien Engineers for Measure C Project 241.

11. Design reinforcement of stem wall at pipe routing through the west wall of S6 Building.
12. Increase construction coordination and site presence. On average, this should equate to one (1) hour per day of coordination with the Contractor, Gilbane, the Owner, or other team members for resolution of issues as quickly and efficiently as possible.
13. Address client related changes (as they relate to unforeseen site conditions and field adjustments)
14. Document field changes and issues with Site Observation Reports and Supplementary Instructions.
15. Support for schedule adjustment and schedule recovery for return of Central Plant Services and completion of the Project per milestones.
16. Additional construction efforts above the Baseline Construction Administration services budgeted at 220 hours per month from April 1<sup>st</sup>, 2010 through completion of the Project; total additional time for construction administration to complete project is 250 hours.

DELIVERABLES:

1. Support for routing of Mechanical Piping (10 hours/2 staff)	Cost: \$1,400
2. Submittal review effort (20 hours/4 staff)	Cost: \$2,800
3. CPE SOBE Responses up to 03/31/10 (80 hours/4 staff)	Cost: \$11,200
4. CPE Internal Gilbane Review Meetings up to 03/31/10 (42 hours/4 staff)	Cost: \$5,880
5. Construction Scheduling Review Meetings with Amoroso, FHDA, Gilbane, and Salas O'Brien up to 03/31/10 (30 hours/4 staff)	Cost: \$4,200
6. Pre-cast Wall Revision -Structural (25 hours/1 staff)	Cost: \$4,500
7. Pre-cast Wall Revision - Architectural (25 hours/1 staff)	Cost: \$3,500
8. Pre-cast Wall Revision Project Management (12 hours/2 staff)	Cost: \$1,680
9. Provide structural design for conduit support/bracing at Buildings S2 and S6 (8 hours/1 staff)	Cost: \$1,440
10. Design for gate at Building S6 (15 hours/1 staff)	Cost: \$2,100
11. Provide Proposal Request for enclosure at Switchgear 6/7 and TX6/6A (25 hours/4 staff)	Cost: \$3,500



Revision 04 to Standard Form of Agreement, dated September 9, 2008, between  
Foothill-De Anza Community College District and Salas O'Brien Engineers for  
Measure C Project 241.

12. Provide Structural Analysis for Buildings S2 & S6 (Building Lateral  
Seismic Systems) (20 hours/1 staff) Cost: \$3,600
13. Site visit and coordination for temporary shoring at Buildings S6 and  
compilation of information into a Proposal Request (15 hours/2 staff) Cost: \$2,100
14. Provide Proposal Request revising temporary power requirements  
during shutdown #4, including generators at CDC and LC  
(20 hours/2 staff) Cost: \$2,800
15. Provide Proposal Request for temporary cooling at Heading M2  
including Learning Center, Learning Center West, and Buildings  
S5 through S9 (50 hours/2 staff) Cost: \$7,000
16. Provide Proposal Request for reinforcement of west wall of Building  
S6 mechanical room (12 hours/2 staff) Cost: \$1,680
17. Provide additional Construction Administration Services from  
April 1<sup>st</sup>, 2010 through the completion of the Project. This work will  
be performed on a Time and Material basis and shall not exceed  
\$35,000 (thirty five thousand dollars) including reimbursable expenses  
(250hours/4 staff) Cost: \$35,000

COMPENSATION:

Original contract value:	\$ 646,786
Net change in contract value from previous revisions:	\$ 158,627
Contract value prior to this revision:	\$ 805,413
Net change in contract value due to this revision:	<u>\$ 94,380</u>
New contract value including this revision:	\$ 899,793

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

OWNER

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Signature

Charles Allen

Revision 04 to Standard Form of Agreement, dated September 9, 2008, between  
Foothill-De Anza Community College District and Salas O'Brien Engineers for  
Measure C Project 241.

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

CONSULTANT



---

Signature

Carl Salas  
Salas O'Brien Engineers



# Prime Contract Change Order

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

100C/200B Pool Tile, Tile Plaster and Chlorination Project # 100C/200B

Gilbane/MAAS

12345 El Monte Road  
Los Altos Hills, CA 94022

Tel: 650-949-6900 Fax: 650-917-1649

Date: 5/19/2010

To Contractor:

Tricon Construction, Inc  
11419 Sunrise Gold Circle, Suite 6  
Rancho Cordova, CA 95742

DSA Number

Project # 100C/200B

Contract Date: 11/2/2009

Contract Number: MC100894

Change Order Number: 006

The Contract is hereby revised by the following items:

Change Order #6. Deductive change order for the full cost of damages incurred by the District as a result of the 3/10/10 chlorine gas incident. This change does not affect contract duration.

PCO	Description	Amount
032	Damages Incurred by the District due to the Chlorine Gas Incident on 3/10/10 (DA)	\$(16,236)

The original Contract Value was.....	\$872,326
Sum of changes by prior Prime Contract Change Orders.....	\$69,942
The Contract Value prior to this Prime Contract Change Order was.....	\$942,268
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(16,236)
The new Contract Value including this Prime Contract Change Order will be.....	\$926,032
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/31/2010

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.

Arch-Pac, Inc.

ARCHITECT

1351 Distribution Way, Suite 1  
Vista, CA 92081

Address

By KEN MUELLER

SIGNATURE [Signature]

DATE 20 MAY 2010

Tricon Construction, Inc

CONTRACTOR

11419 Sunrise Gold Circle, Suite 6  
Rancho Cordova, CA 95742

Address

By KENT SMOAD

SIGNATURE [Signature]

DATE 24 MAY 2010

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

By

Signature

Date:



## Prime Contract Change Order

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

**241 Phase II - S-2 and S-6 Central Plant**

De Anza College, 21250 Stevens Creek Blvd., Cupertino,  
CA 95014

**Project # 241**

Tel: 408-864-5888 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 6/7/2010**

**To Contractor:**

S.J. Amoroso Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, CA 94065

**DSA Number**

**Project #**

**Contract Date:**

**Contract Number: FHDA PO# MC100380**

**Change Order Number: 011**

File No. 43-C2; Appl.01 110405

SOBE # 08238

7/10/2009

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

Change Order #11

PCO	Description	Amount
026	RFI # 44, 44.1 - Installation location change for Switch 6/7 - Architect Directive	\$14,576
069	RFI 139 Splices at MH 3 - Owner Directive	\$(4,083)
076	RFI 140 Level and Grout TX1 and TX1A - Architect Directive	\$2,686
090	RFI 182 Credit for Power Generators Shutdown #3 - Owner Directive	\$(18,554)
103	Survey Crew Standby Time - Field Condition	\$2,461
112	PR 9 Point of Connection Autotech - Architect Directive	\$14,582
116	RFI 185 Shunt Trip Device for Switchgear H24 - Owner Directive	\$8,505
122	RFI 188 Revise Feeders from MH-6 to TX-24&24A - Architect Directive	\$0
124	ESI #1 & Field Rep #20 Rerouting Conduits and EMT in lieu of GRC at S6 - Architect Directive	\$0
130	RFI 215 Power for Dolphin System at CT - Architect Directive	\$2,625
131	RFI 214 Relocate Area Drain at MH-21A - Architect Directive	\$4,178
134	RFI 217 Relocate Fire Hydrant at MLC - Field Condition	\$1,989
137	PR 21 Reinforce Roof Framing at S2 - Field Condition	\$45,802
140	PR 22 Shore Roof Framing at S2 & S6 - Field Condition	\$5,547
142	Schedule Recovery - Owner Directive	\$12,842
145	PR 23 Structural Reinforcement at S6 Footing - Architect Directive	\$3,477
145A	PR 23A Field Mod of C Channel at S6 Footing - Architect Directive	\$2,086

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$717,479
The Contract Value prior to this Prime Contract Change Order was.....	\$10,114,479
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$98,719
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$10,213,198</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/26/2010

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

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

305 South 11th Street  
San Jose, CA 95112

Address

**CONTRACTOR**

390 Bridge Parkway  
Redwood Shores, CA 94065

Address

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

### 1 - Prime Contract Change Order

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

By Keith Rootsaert

SIGNATURE

DATE \_\_\_\_\_

By Cleveland, Mike

SIGNATURE

DATE \_\_\_\_\_

**By Charles Allen**

SIGNATURE

DATE \_\_\_\_\_

**College Approval**

By: Letha Jeanpierre

Signature

Date:

**Revision #1 to PO # PG876096**

Revision 1 to agreement dated October 2, 2007 between Foothill DeAnza Community College District and Energy Resource Associates for Measure C Project #161 Fire Alarm Systems Replacement Phase II.

**AMENDMENT DATE:** 5/17/10

**SCOPE OF WORK:**

A zero cost change request to extend the duration of the contract. Project was delayed due to unforeseen conditions in the campus wide Fire Alarm network wiring deficiencies; new contract to be extended to August 31, 2010.

**COMPENSATION:**

This is a time only extension and all other contract terms remain in place per the standard form of agreement listed above.

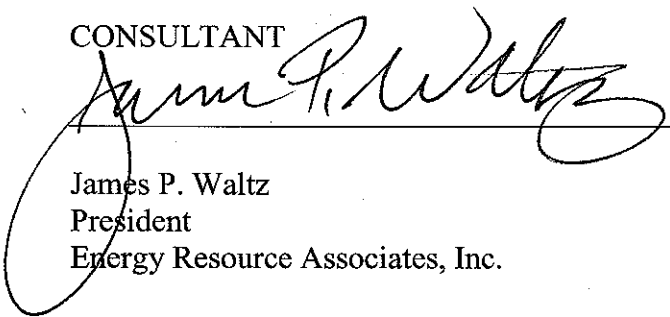
Amendment agreed by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

  
\_\_\_\_\_  
James P. Waltz  
President  
Energy Resource Associates, Inc.

**Revision #4 to PAA #F-HMC-#3A**

Revision #4 to Project Authorization Amendment #F-HMC-#3A dated July 17, 2009 between Foothill-De Anza Community College District and HMC Architects for Measure C project 120 – Smithwick Theater.

AMENDMENT DATE: 6/7/10

**SCOPE OF WORK:**

Provide architectural/engineering services to assess existing mechanical system, review proposed new design and provide recommendations.

1. Provide an accessible entry into the building and access via lifts to backstage areas, the orchestra pit, and the stage inside the theater. This work will require new site retaining walls for an exterior ramp, demolition of existing concrete walls to accommodate the lift, modification of foundations for the lift to reach the lower levels, and new slab on grade and new foundation walls at the lower level of the lift installation. Securing a variance from the OSHA Standards Board to use a lift to travel more than 12' and for more than 3 stops is also anticipated.
2. Provide accessible restrooms for the building. This work includes Restrooms 1002 & 1003 and Restrooms 1024 & 1020.
3. Provide new mechanical equipment for backstage areas of the theater, including fan coil units serving the lower level and main level of the Theater, and also perform Title 24 Energy Compliance Documentation for the new mechanical systems.
4. Provide a new electrical room/space at the rear of the theater adjacent to or part of an existing Office Room 1006, including new panels, new feeder and conduit to these panels.
5. Provide new lighting at exterior walkways replacing existing light fixtures, and provide new lighting to replace existing house lighting in audience seating areas and at back of house seNice lighting. Controls for these fixtures including dimming are also to be provided. Replace the existing 225 KVA transformer in the Lower Level main electrical room.
6. Replace door hardware throughout the building, including door thresholds where accessibility may be an issue.
7. Reconfigure space backstage 'right', to make accommodation for additional storage area.
8. Refinishing of all exterior surfaces. Repaint and re-stain exterior surfaces including soffits, trim and siding.

COMPENSATION:

PAA value including previous revisions:	\$ 222,090.00
Net change in contract value due to this Revision #4:	<u>\$ 141,000.00</u>
New contract value including this amendment and Reimbursables:	\$ 363,090.00

SCHEDULE OF VALUES FOR REVISION:

Schematic Design	\$ 12,750.00
Design Development	\$ 19,000.00
Construction Documents	\$ 50,750.00
Bidding and Negotiation	\$ 6,500.00
Construction Administration	\$ 38,000.00
DSA Closeout	<u>\$ 14,000.00</u>
	\$ 141,000.00

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

Amendment agreed to by:

OWNER

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Signature

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

CONSULTANT

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Signature

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



**Foothill-DeAnza Community College District Change No. 2**  
**To Agreement/Purchase Order No. PG979228**

**CHANGE NO. 2 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 14 day of May, 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)

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and

hereinafter called "Contractor".

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

114 Day Time Extension to contract due to unforeseen conditions in the Fire Alarm network wiring system which caused a delay to the project.

Qualicon is to provide additional services required in order to verify the modified system meets code requirements.

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

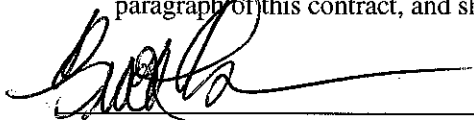
Payment change not to exceed \$3,000; to be billed on a time & material basis:

All payments to be billed to:  
Foothill DeAnza Community College  
Attention - Susan Moore  
12345 El Monte Road  
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT\$ 152,400  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 8,000  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 3,000  
NEW TOTAL AGREEMENT AMOUNT\$ 163,400

In any event, the total payment for services of contractor shall not exceed \$ 3,000  
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 September 30 20 10.

  
Contractor Signature

5/17/2010  
Date

QUAL-CONTENT INC.  
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.

# Prime Contract Change Order

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

Date: 5/4/2010

To Contractor:

YESCO

860 66th Ave.

Oakland, CA 94621

DSA Number

Architect's Proje

134

Contract Date:

Contract Number: 001

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Description	Amount
011	YESCO PCO 11_RFI 29 - Add scope for Fab/install ST-19 aluminum reinforcement at location 0.004	\$250
012	YESCO PCO 012 - CCD 001 ST-8 top portion refinishing	\$3,824
014	YESCO PCO #010 - Response to RFI 20 - Addition length of rule lines	\$251
015	YESCO PCO # 014 Repainting 4 ST-7 decorative pieces during ICA for refinishing of ST-7 signs	\$800
013	YESCO PCO 013 - CCD 001 11 ST-8 decorative piece refinishing and 1 ST-5 decorative piece refinish	\$2,300
009	YESCO PCO #009 - CCD 001 College request for remove/ fab / install 4 new decorative pieces	\$3,888

The original Contract Value was.....	\$109,351
Sum of changes by prior Prime Contract Change Orders.....	\$3,409
The Contract Value prior to this Prime Contract Change Order was.....	\$112,760
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$11,113
The new Contract Value including this Prime Contract Change Order will be.....	\$123,873
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.

WRNS Studio

ARCHITECT

501 2nd St. #402

San Francisco, CA 94107

Address

By

SIGNATURE

DATE

YESCO

CONTRACTOR

860 66th Ave.

Oakland, CA 94621

Address

By

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road

Los Altos Hills, CA 94022

Address

By

SIGNATURE

DATE

College Approval

Signature

Date:

# Prime Contract Change Order

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

**Date: 6/7/2010**

**To Contractor:**

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

**DSA Number**

**Architect's Project** 3449003

**Contract Date:**

**Contract Number: MC101031**

**Change Order Number: 003**

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

Change Order 3 - June BOT

PCO	Description	Amount
031	Replace existing electrical box with traffic rated box when replacing AC pavement near building 5300 per verbal request from Plant Services.	\$367
008	New Electrical Raceway to 5500. Installation of new 4" raceway, new 350mm Feeders, and upgraded panel. Existing 2" conduit was rotten preventing new feeder from being pulled. Upsize feeder and conduit due to installing building 5500 on main loop.	\$14,385
016	Place ADA compliant concrete ramp outside of door 6402A per RFI 47.	\$1,721
011	Walker Duct Revisions	\$14,333
014	Scope of work calls not to interfere with existing wiring for 1900 MDF but the documented service catwalk will cover several junction boxes. This work relocates those junction boxes to not interfere with the service catwalk.	\$924
015	Install 2"x4" furr out wall in 6409 and 6405 to conceal all required A/V raceways.	\$1,856
020	Install 4 four inch conduits into 1900 MDF to accommodate new data being installed in the West portion of the building per RFI 93.	\$2,029
021	Patch back 1/2" gypsum board at all locations behind redwood siding per RFI 89	\$2,766
022	Copper windings in lieu of aluminum in all project transformers per Project Manual Section 26 22 00 2.2 C.	\$6,223
025	Provide water main and service to building 6400 per RFI 62.	\$2,851

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$62,818
The Contract Value prior to this Prime Contract Change Order was.....	\$4,805,818
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$47,455
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$4,853,273</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/28/2011

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

HMC Architects

Zolman Construction and Development Inc.

Foothill-De Anza Community College  
District

ARCHITECT

1570 The Alameda, Suite 330  
San Jose, CA 95126

CONTRACTOR

565 Bragato Road  
San Carlos, CA 94070

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

Address

Address

By Lee Salin

By

By

**1 - Prime Contract Change Order**  
Detailed, Based on Unit Prices, Architect - Foothill with  
DSA Number

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

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

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

College Approval  
\_\_\_\_\_  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_