

Board of Trustees Agenda Item

Board Meeting Date: March 7, 2011

Title of Item:

Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$447,798

De Anza College (only) –

- A) John Plane Construction, Inc. – Change Order #10 – Seminar Building and Multicultural Center - \$17,072
- B) John Plane Construction, Inc. – Change Order #11 – Seminar Building and Multicultural Center - \$21,729
- C) Newcomb Anderson McCormick, Inc. – Revision #1 for Design Professional Services – Install Photovoltaic Arrays – Campus Wide (Lots A & B and Kirsch Center) - \$29,400
- D) The Ratcliff Architects – Revision #9 to Standard Form of Agreement – Mediated Learning Center - \$172,700

Foothill College (only) -

- E) Calstate Construction – Change Order #2 – PE Lab Space Remodel - \$14,675
- F) Salas O'Brien – Revision #3 to PO #MC100391 – Utility and Technology Infrastructure Upgrades - \$171,490
- G) Zolman Construction and Development, Inc. – Change Order #3 – Renovation of Language Arts Classrooms, Buildings 6200, 6300 and 6500 - \$47,366
- H) Zolman Construction and Development, Inc. – Change Order #11 – Modernization of Administration Building and General Classrooms – (\$42,924)

De Anza College & Foothill College -

- I) WRNS Studio, LLP - Revision #1 to PAA FD01 Design Services Agreement – Elevator Upgrades Campus Wide - \$16,290

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

Title: Change Order #10
Vendor: John Plane Construction, Inc.
Agreement Date: March 18, 2010
Campus: De Anza College
Project Number: 205
Project Name: Seminar Building and Multicultural Center
Amount: \$ 17,072
For: Miscellaneous construction change orders at the Seminar Building and Multicultural Center.

The total Change Orders to date represent 9.3% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Date: 2/7/2011

To Contractor:

John Plane Construction, Inc.

100 North Hill Dr., Ste.12

Brisbane, CA 94005

DSA Number

01-110252

Project #

Contract Date:

3/18/2010

Contract Number: 001

Change Order Number: 010

The Contract is hereby revised by the following items:

Change Order #10, February 2, 2011 BOT Meeting

PCO	Description	Amount
074	MCC: RFI 086, Re-Route Existing Overflow Roof Drains - FC	\$1,722
085	Adjust Window Stops - OD	\$1,893
080	Extra Mechanical RFI 175 & 176 - FC	\$7,584
075	MCC: ASI #25, Display Case Lighting - OD	\$336
076	Seminar: RFI 171, Wiremold to door opener - AD	\$316
080.1	MCC: Paint Added Handrails - AD	\$4,160
077	Seminar: RFI #28, Add Soffit to cover conduits - AD	\$316
081	Provide power to rooftop dampers - FC	\$1,090
083	Sem: Plumbing Drain Clog - FC	\$310
068	MCC: Deduct Reinstallation of Parking Lot Signage - OD	\$(725)

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$233,555
The Contract Value prior to this Prime Contract Change Order was.....	\$2,939,755
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$17,072
The new Contract Value including this Prime Contract Change Order will be.....	\$2,956,827
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/6/2010

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

Noll & Tam Architects & Planners

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

By

SIGNATURE

DATE

Address

By

SIGNATURE

DATE

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

2/3/2011

Title: Change Order #11
Vendor: John Plane Construction, Inc.
Agreement Date: March 18, 2010
Campus: De Anza College
Project Number: 205
Project Name: Seminar Building and Multicultural Center
Amount: \$ 21,729
For: Miscellaneous construction change orders at the Seminar Building and Multicultural Center.

The total Change Orders to date represent 10.1% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Date: 3/7/2011

To Contractor:

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

DSA Number

01-110252

Project #

Contract Date:

3/18/2010

Contract Number: 001

Change Order Number: 011

The Contract is hereby revised by the following items:

Change Order #11

PCO	Description	Amount
066	MCC: Landscape Revisions - OD	\$1,631
084	Exterior Sign Lettering - OD	\$591
003	Interior & Exterior Signage -- OD	\$7,247
014	Replacement Roof Tiles -- OD	\$2,680
030	Seminar MC Cable - AD	\$5,491
044	RFI 153 - MCC Fur Out Exposed Steel - AD	\$2,241
085	MCC -- Exterior Paint Color - AD	\$1,848

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$253,338
The Contract Value prior to this Prime Contract Change Order was.....	\$2,959,538
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$21,729
The new Contract Value including this Prime Contract Change Order will be.....	\$2,981,267
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/6/2010

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

Noli & Tam Architects & Planners

John Plane Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

729 Heinz Street, #7
Berkeley, CA 94710

Address

By

SIGNATURE

DATE

CONTRACTOR

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

Address

By Ben Ortiz

SIGNATURE

DATE 2/16/11

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Revision #1 for Design Professional Services

Vendor: Newcomb Anderson McCormick, Inc.

Agreement Date: July 13, 2010

Campus: De Anza

Project Number: 251C

Project Name: Install Photovoltaic Arrays – Campus Wide (Lots A & B and Kirsch Center)

Amount: \$29,400

For: Additional services performed during the procurement phase including: research and engineering for inclusion of electric vehicle charging stations, review and inclusion of Divisions 0 and 1 Specifications, and additional revisions to the RFQ/P package.

The funding for this change is available within the current project budget.

Action Requested: Approval

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC110728

CHANGE NO. 1 TO AGREEMENT FOR
DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 8th day of March, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Newcomb Anderson McCormick, Inc. hereinafter called "Design Professional."

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

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional 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 Design Professional 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 Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.
4. Other changes. (indicate "none" or describe applicable changes in detail)
None.

*****Page 1 of 3

PROJECT # 251C DESIGN FIRM Newcomb Anderson McCormick, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Additional services during procurement phase

Change to Agreement for Design Professional Services

12/01/08

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC110728

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Newcomb Anderson McCormick, Inc., hereinafter called "Design Professional."

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

Additional services during the procurement phase including:

- Review and inclusion of De Anza Divisions 0 & 1 specifications
- Research and engineering for inclusion of Electric Vehicle charging stations
- Additional revisions to the RFQ/P package

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

Additional services during procurement phase for the additive amount of \$29,400.

ORIGINAL AGREEMENT AMOUNT \$ 126,040

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 29,400

NEW TOTAL AGREEMENT AMOUNT \$ 155,440

*****Page 2 of 3

PROJECT # 251C DESIGN FIRM Newcomb Anderson McCormick, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Additional services during procurement phase

Change to Agreement for Design Professional Services

12/01/08

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC110728

In any event, the total payment for services of contractor shall not exceed \$ 155,440
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the
first paragraph of this contract, and shall continue until June 30
20 12.

Contractor Signature

Newcomb Anderson McCormick, Inc.
Contractor's Company Name

Date

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Date

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 \$20,000.

*****Page 3 of 3

PROJECT # 251C DESIGN FIRM Newcomb Anderson McCormick, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Additional services during procurement phase.

Change to Agreement for Design Professional Services

12/01/08

Title: Revision #9 to Standard Form of Agreement
Vendor: The Ratcliff Architects
Agreement Date: June 17, 2008
Campus: De Anza College
Project Number: 261
Project Name: Mediated Learning Center
Amount: \$172,700
For: Provide additional waterproofing observation, inspection and reporting services during the construction and closeout phases to ensure a watertight building.

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

Action Requested: Approval

The Ratcliff Architects – Revision #09

Revision #09 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:

March 07, 2011

SCOPE:

Provide additional waterproofing observation, inspection and reporting services during the construction and closeout phases to ensure a watertight building.

COMPENSATION:

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	<u>\$ 234,120.00</u>
Contract value prior to this revision:	\$ 4,858,420.00
Net change in contract value due to this revision:	<u>\$ 172,700.00</u>
New contract value including this revision:	\$ 5,031,120.00

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 FHDACCD - Executive Director of Facilities, Operations, and Construction Management	

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

January 26, 2011

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 (#09)**
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) Expanded Scope for Waterproofing Consultant : CA Phase

Per the Districts request, we are providing a proposal to expand the scope of work for Ratcliff's Waterproofing consultant (SGH) to include additional site observation and inspection services during construction for the following building components:

- | | |
|---------------------------------|---|
| 1. Sheet waterproofing | 10. Single ply roofing systems |
| 2. Fluid applied waterproofing | 11. Metal roofing systems |
| 3. Under slab vapor retarder | 12. Metal Framed Skylight systems |
| 4. Water repellents | 13. Elevator pits & mechanical pits |
| 5. Concrete vapor treatment | 14. Water penetration testing |
| 6. Joint sealants | observation & reporting |
| 7. Weather barriers | 15. Building envelope leak observation, |
| 8. Metal wall panels | repair monitoring, and testing |
| 9. Curtain wall glass & glazing | |



5856 Doyle Street
Emeryville CA 94608

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

SGH will also provide additional reports such as the following:

1. Site visit reports
2. Installation deficiency reports / re-inspection reports
3. Monthly progress reports
4. Lab test reports
5. Leak location, resolution & re-inspection reports.
6. Observe and report on contractors curtain wall testing firm
7. Closeout reporting

Additional meetings will include:

1. Pre-install meetings for the various scopes of work as they occur
2. Weekly construction meetings as needed
3. Special topic / issue related meetings as needed
4. Closeout meetings

Our fee proposal is for part-time site observation of the installation of the waterproofing systems as outlined on the construction schedule. The majority of the waterproofing work will occur during a 2-month period between mid Jan. 2011 and mid March 2011 and a 5 month period between mid Aug. 2011 and mid Jan. 2012, equaling a period of approximately 30 weeks. We anticipate SGH will perform 3 full day site visits per week, which equals a total of 90 visits. We assume that SGH will be able to observe installations of more than one waterproofing system during each visit since it appears that different systems will be installed concurrently. We have also included 40 hours of additional office time in order for SGH to generate field and inspection reports.

Please note that additional SGH site visits due to the need to observe and report on re-testing of any of the building systems listed above are not included and will be considered an add service.

RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed One Hundred Seventy Two Thousand Seven Hundred Dollars (\$172,700) without written authorization by the Owner.

Mr. Tom Armstrong
January 26, 2011
Page 3 of 3

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

A) Expanded Scope for Waterproofing Consultant:

Total Ratcliff's Fee
N/A

Consultant Fees :
SGH

\$157,000

Consultant Markup 10%:

\$15,700

Total Consultant Fee:

\$172,700

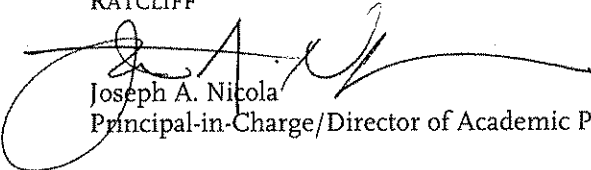
SubTotal: \$172,700

TOTAL FEE for Expanded Scope of Work services: **\$172,700**

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
Mike Matson, Ratcliff
Bill Blessing, Ratcliff

RATCLIFF

Title: Change Order #2
Vendor: Calstate Construction

Agreement Date: November 1, 2011

Campus: Foothill College

Project Number: 109

Project Name: PE Lab Space Remodel

Amount: \$ 14,675.00

For: Architect-directed change adding Grace Ice and Water Shielding roofing underlayment, and Owner-directed Kynar coated flashing and revised electrical metering to Square D to meet District standards.

This change plus all previously approved change orders equal to 3.7% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 2/11/2011
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: 002

The Contract is hereby revised by the following items:

Change Order 2 - March 2011 BOT

PCO	Description	Amount
002	CCD 001 - Bulletin 1 - Grace Ice and Water	\$10,884
003	CCD 002 - RFI 6 - Kynar Coated Flashing	\$1,124
005	Changing electrical meter to Square D to meet District energy monitoring standards	\$2,667

The original Contract Value was.....	\$597,888
Sum of changes by prior Prime Contract Change Orders.....	\$7,720
The Contract Value prior to this Prime Contract Change Order was.....	\$605,608
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$14,876
The new Contract Value including this Prime Contract Change Order will be.....	\$620,282
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

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:

Title: Revision #3 to PO#MC100391
Vendor: Salas O'Brien
Agreement Date: August 4, 2009
Campus: Foothill College
Project Number: 135
Project Name: Utility and Technology Infrastructure Upgrades
Amount: \$171,490
For: Professional design engineering services to (1) amend the Bid Documents to reflect the electrical shutdown sequence approved by the college, (2) prepare Bid Addenda as needed to incorporate design review comments, (3) provide construction administration services for Alternates 2 and 3 that were awarded to the Contractor, (4) additional site visits to evaluate field conditions as needed, and (5) provide on-site presence during electrical power shutdowns.

The funding is included in the current budget.

Action Requested: Approval

Revision #3 to PO#MC100391

Revision #3 to Design Professional Agreement PO#MC100391 dated August 4, 2009 between Foothill-DeAnza Community College District and Salas O'Brien Engineers, Inc., for Measure C Project 135-Utility and Technology Infrastructure Upgrades.

AMENDMENT DATE: February 18th, 2011

The District and the Design Professional agree to modify the existing Design Professional Agreement as follows:

- I. Modify ARTICLE 2.1 SCOPE OF DESIGN PROFESSIONAL'S SERVICES to read "... The Approved Core Project Staff for the Project, as mutually agreed to by both the District and the Design Professional, shall be the person(s) named below:
 - Senior Project Manager: Donald Young
 - Project Manager: Keith Rootsart
 - Project Electrical Engineer: **Vahé Kouyoumdjian**
 - Project Mechanical Engineer: Roy Goodman
 - Project Telecommunications Engineer: Doug Overmyer

- II. Add ARTICLE 2.4.10 SHUTDOWN PLANNING as follows:

The Design Professional shall assist the District, College, and Power Shutdown Steering Committee to devise a plan to shut down campus electrical facilities in order to facilitate the planned utility upgrades and minimize disruption to campus activities. The bid documents shall be modified to reflect the sequence of facilities to be shut down and renovated. The bid documents shall also include provisions for temporary power as needed to support critical campus facilities.

- III. Add ARTICLE 2.4.11 DESIGN OF BID ADDENDA as follows:

The Design Professional shall prepare Bid Addenda as needed to incorporate design review comments by the District and Program Manager to clarify and refine the project scope of work. The Design Professional shall obtain DSA approval on all Bid Addenda prior to the District's award of construction to the Contractor.

- IV. Add ARTICLE 2.6.17 ADDITIONAL CONSTRUCTION ADMINISTRATION RESPONSIBILITIES as follows:

The Design Professional shall provide additional Construction Administration services for

 - a. Construction Administration services as defined in Article 2.6 for Bid Alternates 2 and 3 which have been awarded to the Contractor.
 - b. Participate in weekly on-site field walks with the Program Manager and Contractor as needed to evaluate field conditions and expedite responses to Contractor questions.
 - c. Provide on-site construction administration services as needed during power shutdowns to witness the Work performed by the Contractor and ensure that it conforms to the

design and approved submittals so that the campus electrical facilities can be re-energized in accordance with the shutdown timeline.

- V. Modify ARTICLE 11.1 COMPENSATION FOR SERVICES as follows. Increase the lump sum amount for Basic Services by \$171,490 resulting in a total amount for Basic Services of \$720,080. The fee breakdown for Basic Services shall now be as follows.

Basic Services (Lump Sum)	Percentage	Fees
Schematic Design	20%	\$90,131
Design Development	25%	\$112,660
Construction Documents	30%	\$135,190
DSA and Bidding	5%	\$22,530
Construction Administration	15%	\$67,600
Closeout	5%	\$22,530
	Subtotal	\$450,641
Temporary Generator Power Design		\$20,000
Design and Bidding of Alternates 1,2,3		\$77,949
Rev#3: Shutdown Planning & Bid Addenda		\$68,890
Rev#3: Additional CA Responsibilities		\$102,600
	Subtotal of Basic Services	\$720,080

Additional Basic Services (lump sum)	Fees
Survey utility tunnels to determine "most constructible" HHW and CHW piping options	\$5,680
Verify and document existing hydraulic equipment and services in coordination with new system design	\$1,860
Verify existing electrical and telecom duct bank capacities	\$3,200
Survey and document Building utility closet HHW and CHW piping and controls	\$12,600
Coordinate PG&E utility service upgrade	\$6,800
Coordinate PG&E temporary electrical service	\$5,000
Coordinate utility rebates (Central Plant to PSEC only)	\$5,460
Coordinate (balancing, tie-in, controls) of 5500 CHW and HHW connections to utilidor	\$940
Campus-wide pump conditions assessment and recommendations	\$5,200
Structural evaluation of boiler room ceilings in 3000 & 5200	\$3,600
Controls scope per SOBE proposal dated 7/13/10 (Attachment"I")	\$35,000
Subtotal	\$85,340
Reimbursable Expenses	\$9,000
Total Contract Price for all Basic Services and Reimbursable Expenses	\$814,420

COMPENSATION SUMMARY:

Original PAA value including Reimbursables:	\$	344,963
Net change in contract value due to Prior Revisions:	\$	297,967
Change in contract value due to this Revision #3:	\$	<u>171,490</u>
New contract value including this amendment and Reimbursables:	\$	814,420

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

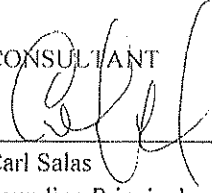
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Carl Salas
Founding Principal
Salas O'Brien Engineers, Inc.

Title: Revision #3 to PO#MC100391
Vendor: Salas O'Brien
Agreement Date: August 4, 2009
Campus: Foothill College
Project Number: 135
Project Name: Utility and Technology Infrastructure Upgrades
Amount: \$171,490
For: Professional design engineering services to (1) amend the Bid Documents to reflect the electrical shutdown sequence approved by the college, (2) prepare Bid Addenda as needed to incorporate design review comments, (3) provide construction administration services for Alternates 2 and 3 that were awarded to the Contractor, (4) additional site visits to evaluate field conditions as needed, and (5) provide on-site presence during electrical power shutdowns.

The funding is included in the current budget.

Action Requested: Approval

Prime Contract Change Order

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

Date: 2/15/2011

To Contractor:

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

DSA Number

Architect's Project

Contract Date: 10/18/2010

Contract Number: MC110737

Change Order Number: 003

The Contract is hereby revised by the following items:

PCCO #3

PCO	Description	Amount
002	Install gypsum board on total of 13 projector screen boxes inside the Building 6200, 6300 and 6500.	\$8,017
012	Provide labor to install the owner furnished equipments inside the mail room.	\$33,897
021	Install power and data in conduit inside walls at Room #6201 in lieu of exposed wire mold.	\$3,284
022	Install furring to plumb out the sagging ceiling at Building 6201 for drywall and acoustical ceiling installation.	\$2,168

The original Contract Value was.....	\$2,140,000
Sum of changes by prior Prime Contract Change Orders.....	\$49,855
The Contract Value prior to this Prime Contract Change Order was.....	\$2,189,855
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$47,366
The new Contract Value including this Prime Contract Change Order will be.....	\$2,237,221
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/17/2011

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

HMC Architects

ARCHITECT

1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

SIGNATURE

DATE

Zolman Construction and Development Inc.

CONTRACTOR

565 Bragato Road
San Carlos, CA 94070

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:

Title: Change Order 11
Vendor: Zolman Construction and Development, Inc.
Agreement Date: February 1, 2010
Campus: Foothill College
Project Number: 112
Project Name: Modernization of Administration Building and General Classrooms
Amount: \$-42,924 (credit)
For: Miscellaneous changes to accommodate existing conditions and user needs as construction nears completion; added electrical raceway to coordinate with future projects; credit for simplified chilled water installation; credit for unused allowances originally included in the contract.

This change represents -0.01% change to the contract value. Total project changes represent a 7.96% change to 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 - Foothill with
DSA Number

Date: 3/7/2011
To Contractor:
Zolman Construction and Development Inc.
565 Bragato Road
San Carlos, CA 94070

DSA Number 01-110694
Architect's Proje 3449003
Contract Date:
Contract Number: MC101031
Change Order Number: 011

The Contract is hereby revised by the following items:

CO11 - March 2011 Board of Trustees

PCO	Description	Amount
050	Added framing completed at 5500 for DD Type light fixture due to field condition varying from as-built drawings	\$3,571
017	Credit for vault and chilled water line offset at 5500	\$(7,470)
072	Floor preparation for marmoleum and vct. Field conditions require floor repairs including grinding and floating to provide appropriate base for linoleum in 1931 and 1934A.	\$2,250
073	Installation of data and power throughout building 1900 to accommodate requirements missed during the programming and design of the building.	\$4,102
064	Credit for Unused Allowances	\$(65,000)
065	Added Data Drop at office 1901	\$1,160
066	Added Drywall to 1934 and 1944 to match field condition.	\$700
067	Additional IB#9 Changes negotiated since CO10 including acoustic ceiling and carpentry rework, added doors and drywall.	\$7,312
068	Expediting of Ceiling Panels due to IB9 work impact for field measurements.	\$6,156
070	Installation of new feeders utilizing new, raceways to the utility tunnel to poer site lighting and fountains on campus.	\$3,050
071	Installation of Tack Board in 1943 as directed by RFI 266.	\$1,245

The original Contract Value was.....	\$4,743,000
Sum of changes by prior Prime Contract Change Orders.....	\$420,437
The Contract Value prior to this Prime Contract Change Order was.....	\$5,163,437
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(42,924)
The new Contract Value including this Prime Contract Change Order will be.....	\$5,120,513
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	2/27/2011

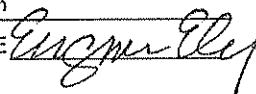
The Contract documents are hereby amended to include the additional work described above. The contractor will furnish all labor, material and supervision to complete the work above. The contractor agrees to release the Owner from all additional costs, cost overruns, delay damages, whether known or unknown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

HMC Architects

ARCHITECT
1570 The Alameda, Suite 330
San Jose, CA 95126

Address

By Lee Salin

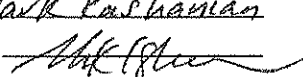
SIGNATURE 

Zolman Construction and Development Inc.

CONTRACTOR
565 Bragato Road
San Carlos, CA 94070

Address

By Mark Kashanian

SIGNATURE 

Foothill-De Anza Community College
District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By

SIGNATURE

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

DATE 2/16/11

DATE 2/16/11

DATE _____

College Approval

Signature

Date: _____

Title: Revision #1 to PAA FD01 Design Services Agreement

Vendor: WRNS Studio, LLP

Agreement Date: March 8, 2011

Campus: Foothill and De Anza Colleges

Project Number: De Anza College – 252

Foothill College – 100

Project Name: Elevator Upgrades - Campus Wide

Amount: De Anza Campus = \$ 12,540

Foothill Campus = \$ 3,750

Total = \$16,290

For: Additional services to prepare calculations and construction document details to integrate new fire alarm devices and elevator recall at existing elevators, and additional construction administration services for a longer construction duration to accommodate college schedules.

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

Action Requested: Ratification

**Revision #1 to Project Authorization Amendment (PAA) # FD01 dated February 2, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and WRNS Studio LLP, dated October 7, 2008.**

Purchase Order No.: MC101467 P
Master Agreement (MA): 10/07/08
Revision to MA: 02/02/10
PAA - FD01: 02/02/10
PAA - FD01 Rev. #1: 03/08/11

Assigned Project Description: Measure C – Foothill-De Anza Community College District
Project # 252/100F Elevator Upgrades – Campus Wide

1. Revision to Basic Services

Revision #1 to PAA # FD01 for this project includes the following:
The Design Profession, WRNS Studio LLP, shall provide Fire Life Safety systems analysis, engineering, and documentation, required to obtain DSA approval of the design for elevator upgrades to designated elevators which include: Foothill Pool Elevator, De Anza Pool Elevator, De Anza Baldwin Winery Freight Elevator, and Campus Center Elevator.

Scope of Work:

The Design Professional shall employ qualified consultants and sub-contractors to perform the following: coordinate and attend required meetings with consultants, sub-contractors and DSA plan reviewers; compile and prepare detail construction documentation of existing and new devices and modules for building fire alarm systems; provide electrical details and load calculations to ensure base building fire alarms systems can accommodate new initiating devices for elevator recall; employ fire alarm vendors familiar with District's various fire alarm systems to document existing and new sequence of operation of fire alarm systems. In addition the Design Professional shall develop a fire sprinkler design plan for the new De Anza Pool elevator machine room in accordance with NFPA 13; wet signed by a C-16 contractor and registered Fire Projection Engineer (FPE). The Design Professional shall provide additional construction administration services to accommodate the extended project completion and staggered construction schedule.

2. Revised Consultant Compensation:

The Project Authorization Amendment FD01 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 Thousand, Six-Hundred and Seventy dollars; \$164,670

Revised Schedule of Values (includes reimbursables):

Phase	Original Contract Value			Revision #1 to Contract Value			Total Revised Contract Value		
	DeAnza	Foothill	Total	DeAnza	Foothill	Total	DeAnza	Foothill	Total
Preliminary Design	\$5,310	\$1,010	\$6,320	\$0	\$0	\$0	\$5,310	\$1,010	\$6,320
Schematic Design	\$38,220	\$7,280	\$45,500	\$0	\$0	\$0	\$38,220	\$7,280	\$45,500
100% CD Design	\$38,220	\$7,280	\$45,500	\$0	\$0	\$0	\$38,220	\$7,280	\$45,500
DSA Review/Approval	\$7,380	\$1,120	\$8,500	\$9,540	\$2,750	\$12,290	\$16,920	\$3,870	\$20,790
Bid Phase	\$4,200	\$800	\$5,000	\$0	\$0	\$0	\$4,200	\$800	\$5,000
Construction Admin	\$25,200	\$4,800	\$30,000	\$3000	\$1000	\$4000	\$28,200	\$5,800	\$34,000
Close Out Phase	\$6,350	\$1,210	\$7,560	\$0	\$0	\$0	\$6,350	\$1,210	\$7,560
Totals:	\$124,880	\$23,500	\$148,380	\$12,540	\$3,750	\$16,290	\$137,420	\$27,250	\$164,670

FOOTHILL DE ANZA CCD
WRNS Studio, LLC

Revision #1 to Project Authorization Amendment # FD01
PROJECT 252/100F – Elevator Upgrades Campus Wide

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.

<u>Phase</u>	<u>Schedule</u>
Preliminary Design and Assessment	02/10/2010 - 03/09/2010
Schematic Design/Design Development	03/09/2010 - 04/13/2010
100% Construction Documents	04/13/2010 - 06/16/2010
DSA Review and Approval	06/16/2010 - 03/15/2011
Bid Phase	03/16/2011 - 06/16/2011
Construction Administration	06/17/2011 - 09/20/2012
Closeout Phase	09/20/2012 - 12/20/2012

4. Invoice Requirements remain unchanged per PAA FD01:

5. Insurance Requirements remain unchanged per the Master Agreement and PAA FD01

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

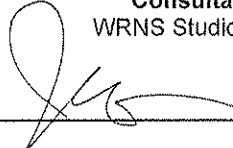
By: _____

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

Date: _____

Consultant

WRNS Studio, LLP

By:  _____

John Ruffo, Partner

Date: 1/25/2011