

Board of Trustees Agenda Item

Board Meeting Date: June 20, 2011

Title of Item: Measure C Consent

Background and Analysis:

Aggregate amount of these items is: \$372,257

De Anza College –

- A) Allana Buick & Bers, Inc. – Revision #3 to PAA #D06 to Master Agreement – Repair Tile Roofs – Phase III – E2-E3 & Admin Building - \$3,250
- B) Consolidated Engineering Laboratories – Agreement for Services – Combined Site Improvements - \$14,207
- C) Cleary Consultants, Inc. – Revision #1 to Agreement for Services – Baldwin Winery & East cottage “Historic Renovation” - \$0
- D) John Plane Construction, Inc. – Change Order #10 – Baldwin Winery and East Cottage “Historic Renovation” - \$78,484
- E) John Plane construction, Inc. – final Change Order #14 – Seminar Building and Multicultural Center - \$68,004
- F) Noll & Tam Architects – Revision #1 to PAA #D007 to Master Agreement – A9/PE6 HVAC Improvements - \$20,600
- G) The Ratcliff Architects – Revision #10 to Agreement – Mediated Learning Center - \$19,200
- H) Sandis – PAA #D02 to Master Agreement – Combined Site Improvements - \$79,008
- I) Sundt Construction, Inc. – Change Order #2 – Mediated Learning Center - \$27,723
- J) Wasinger Inspection Services Inc. – Agreement for Services – Combined Site Improvements - \$16,100

Foothill College -

- K) Hathaway Dinwiddie – Change Order #1 – Physical Science and Engineering Center - \$81,247
- L) Taber Construction – Change Order #1 – Utilities Infrastructure Upgrades Phase I – (\$35,566)

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, Foothill College

Is backup provided? Yes

A

Title: Rev. #3 to PAA D06 to Master Agreement
Vendor: Allana Buick & Bers, Inc.
Agreement Date: October 9, 2008
Campus: De Anza College
Project Number: 236C
Project Name: Repair Tile Roofs – Phase III – E2-E3 & Admin Building
Amount: \$ 3,250
For: Professional Services including: Provide additional site visit to review Buildings E2 and Admin for deficiencies and produce a site observation report with findings and conclusions.

Funding for this project is available within the current project budget. Repayment of these funds will be recovered from the General Contractor through a Change Order.

Action Requested: Approval

**Revision #3 to Project Authorization Amendment (PAA) # D06 dated January 6, 2010 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Allana Buick & Bers, Inc. dated October 9, 2008.**

Revision #3 to PAA #D06 made as of the 31st day of May in the year Two Thousand & Eleven

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

Assigned Project Description:

Current Project Description:

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

The Project shall be described as:

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

1. Revision to Basic Services and Scope of Work:

Revision #3 to PAA # D06 for this project includes the following: Provide Additional Site Visit to make observations of Leaks at Buildings E2 and Admin Buildings and Provide Field Report of Observations of Demo performed without performing weather protection after demo.

Scope of Work for Professional Services includes:

Monitoring Services Services:

- *Provide addition site visit to review Buildings E2 and Admin for deficiencies from General Contractor that has caused water damage and leaks.*
- *Produce a site observation report with findings and conclusions.*

2. Revised Consultant Compensation:

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

Revised LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is revised to a lump sum of One hundred sixty-one thousands nine hundred forty-five dollars; \$161,945

Revised Schedule of Values (includes reimbursable):

Professional Services	Original Contract Value	Revision #1 Contract Value	Revision #2 Contract Value	Revision #3 Contract Value	Total Revised Contract Value
Design Services	\$ 9,955	\$ 46,125	\$ 10,600	\$ 0	\$ 66,680
Bid Phase Services	1,495	2,955	0	0	4,450
Construction Admin Services	8,470	22,680	6,420	0	37,570
Construction Monitoring Services	14,460	29,910	5,625	3,250	53,245
Totals	\$ 34,380	\$ 101,670	\$ 22,645	\$ 3,250	\$ 161,945

3. Revised Basic Services Completion Schedule:

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

Remaining Schedule

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

4. Revised Invoice Requirements per Revision 1 to PAA D06 remain unchanged:

All invoice requirements remain unchanged with the exception of the Project Name, which is revised to the following: *Repair Tile Roofs - Phase III - E2-E3 & Admin Building*

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

DISTRICT

Foothill – DeAnza Community College District
A California Community College District

Consultant

Allana Buick & Bers, Inc.

By: _____

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

Date: _____

By: _____

Eugene Buick; Principal and Chief Operating
Officer (COO)

Date: _____

B

Title: Agreement for Services
Vendor: Consolidated Engineering Laboratories
Agreement Date: June 21, 2011
Campus: De Anza College
Project Number: 274
Project Name: Combined Site Improvements
Amount: \$ 14,207
For: Professional Services to provide special test and inspections as required
by the construction contract documents

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

Action Requested: Approval

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 21st day of June, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Consolidated Engineering Laboratories hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 14,207.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from June 21, 2011 through March 1, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

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

8. Non-Discrimination.

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

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

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

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

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


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

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

Foothill-DeAnza Community College District

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

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



Authorized Contractor Signature
Date 06/03/2011
Consolidated Engineering Laboratories
Contractor's Company Name
94-2988193
Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Consolidated Engineering
Laboratories, hereinafter called "Contractor".

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

See attached EXHIBIT B

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

This is a time and materials basis contract with a total Not-to-Exceed estimate of Fourteen Thousand Two-Hundred Seven (\$14,207.00) dollars
Applications for payment shall be submitted against line items of the fee schedule of values shown in Exhibit B. All invoices must reference project "274-Combined Site Improvements" at the top of all invoices. Remit invoices to:

GilbaneMaas Companies
c/o Irina Thornton
De Anza College
21250 Stevens Creek Blvd
Cupertino Ca. 95014

In any event, the total payment for services of contractor shall not exceed \$ 14,207 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 March 1st, 2012.

Exhibit "I" Insurance Requirements

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

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

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$100,000 each claim. Required only if the following blank is checked ☒.

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

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

6/21/11

Exhibit B

SCOPE OF SERVICES AND FEE STRUCTURE

(Attachment to Agreement for Services)

I. CONTRACTOR SERVICES

This is a DSA approved project which includes work on the De Anza college campus. The construction work includes improvements to paving, landscape irrigation, planting and site lighting in various locations around the campus. Provide material testing and special inspection services for the 274-Combined Site Improvements Phase I project. Scope of services includes:

- Concrete and rebar testing on equipment pads, ramps, retaining walls and concrete flatwork as required by the construction documents
- Soils compaction testing as required for utility trenches, base, sub-base at concrete paving, walls, gutters and sidewalks
- Testing and Inspection as required of A/C paving for new driveways, walkways and parking areas
- Making, collecting and transporting of all samples for testing purposes
- Preparation of daily written reports, lab testing reports and final affidavit summarizing all tests and inspections performed. Daily and lab reports shall be furnished to the Program Manager upon request. Final geotechnical report shall be signed by registered Geotechnical Engineer

2. CONTRACTOR FEE

The contract price for services rendered shall be a lump sum NOT-TO-EXCEED price of
Fourteen Thousand Two-Hundred Seven (\$14,207.00) dollars

Basis of Fees

Basis of Charges: The proposed unit rates will be in effect through June 30, 2012. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day, or on Saturdays	Time and One-Half
Work over 12 Hours	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$50.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number)	
(request six working days advanced notice)	\$250.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$20.00/each
Project Engineering and Management	5% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below
Travel Time	Basic Hourly Rate
Mileage	\$0.55/Mile
Per-Diem, including lodging	\$92.00/Day

Schedule of Values

Fee Breakdown				
Description	Quantity	Units	Unit Rate	Total
Soils Compaction				
Technician with Nuclear Gauge	60	hrs	\$77.00	\$4,620.00
Maximum Density Test	3	ea	\$250.00	\$750.00
			Total:	\$5,370.00
Reinforced Concrete				
Mix Design Review	1	ea	\$100.00	\$100.00
Sampling and Tagging Reinforcing Steel	4	hrs	\$50.00	\$200.00
Rebar Tensile and Bend Test	4	ea	\$65.00	\$260.00
Concrete Sampling	20	hrs	\$77.00	\$1,540.00
Compression Tests (5 sets of cylinders)	20	ea	\$35.00	\$700.00
Sample Pick-ups	5	trips	\$50.00	\$250.00
			Total:	\$3,050.00
Asphaltic Concrete Compaction Test				
Technician/Nuclear Gauge (2 days)	16	hrs	\$85.00	\$1,360.00
AC Hveen Max Density (Set of 5 Biscuits)	2	ea	\$500.00	\$1,000.00
			Total:	\$2,360.00

Miscellaneous				
Final Affidavit	1	ea	\$250.00	\$250.00
Allowance*	1	LS	\$2,500.00	\$2,500.00
Total:				\$2,750.00
Subtotal:				\$13,530.00
5% Project Engineering and Management Fee				\$677.00
Total:				\$14,207.00

*Allowance is for unforeseen testing that could not be determined from the construction documents. It will be used at the Owners discretion and any unused portion will remain the property of the owner

3. COMPLETION SCHEDULE

(Dates shown are approximate; exact dates are subject to change by the District with no impact to fees)

-Submittals Phase	6/21/11 - 7/29/11
-Construction Phase	6/21/11 - 9/16/11
-Closeout Phase	9/19/11 - 3/01/12

Title: Revision #1 to Agreement for Services
Vendor: Cleary Consultants, Inc.
Agreement Date: February 25, 2010
Campus: De Anza College
Project Number: 203
Project Name: Baldwin Winery & East Cottage "Historic Renovation"
Amount: \$0
For: Extend contract schedule only.

Action Requested: Ratification

CHANGE NO. 1 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 3rd day of June, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Contractor."

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A".
3. Contract Term. This Agreement shall be in effect only as specified in the revised Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes. (indicate "none" or describe applicable changes in detail)

Contract completion date shall be extended to December 30, 2011

Contract completion date can be extended, at no additional cost, by mutual agreement, for up to two additional 3 month periods.

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC 101460

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Cleary Consultants, Inc.
hereinafter called "Contractor".

- I. Detailed description of the change in services to be performed or work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)
No change to Scope of Services. This change order is for contract extension only.

- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)
No cost change. This change order is for contract extension only.

ORIGINAL AGREEMENT AMOUNTS \$ 12,150
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 0
NEW TOTAL AGREEMENT AMOUNTS \$ 12,150

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC 101460

In any event, the total payment for services of contractor shall not exceed \$ 12,160
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

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

Christopher Ciedra
Contractor Signature

6/3/2011
Date

CLEAR CONSULTANTS, 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.

D

Title: Change Order # 10
Vendor: John Plane Construction, Inc.
Agreement Date: November 16, 2009
Campus: De Anza College
Project Number: 203
Project Name: Baldwin Winery and East Cottage "Historic Renovation"
Amount: \$ 78,484
For: Miscellaneous change orders:

Install new gate valve, modify duct work upgrade, add access to HVAC units
Install access hatch and ladder, relocate outlets and fur out wall.

The total Change Orders to date represent 6.0% against the original contract amount. Funding for this change is included in the current budget.

Action Requested: Approval

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 5/31/2011

To Contractor:

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

Project # 1183-203
Contract Date: 1/16/2009
Contract Number 1
Change Order Number: 10

The Contract is hereby revised by the following items:

Baldwin Winery

DSA# 01-110264

PCCO	Description	Amount
10	Relocate outlets, install angle iron, install access hatch ladder & railing, fur out wall	\$ 48,183.00

East Cottage

DSA# 01-110101

PCCO	Description	Amount
3	Install gate valve, modify duct work, upgrade projector screens, add access to HVAC units	\$ 30,301.00

Total Combined
\$ 78,484.00

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 116,630.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,386,630.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 78,484.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,465,114.00
The Contract duration will be changed by	0 Days

The revised Substantial Completion date as of this Contract Change Order is 10/16/2010

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

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero
San Francisco, CA 94111

John Plane Construction

CONTRACTOR

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

Foothill-De Anza Community College

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

By

SIGNATURE

DATE

By Ben Ortiz

SIGNATURE

DATE 6/3/11

By Charles Allen

SIGNATURE

DATE

COLLEGE APPROVAL

By Letha Jeanpierre

SIGNATURE

DATE

Date: 5/19/2011

To Contractor:

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

DSA Number

Project #

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 010

The Contract is hereby revised by the following items:

Change Order #10

PCO	Description	Amount
022	RFI 112 - Install angle iron in dumbwaiter shaft - Architect's direction	\$3,369
024	Per Bulletin #2 - casework changes - Owner request	\$(4,425)
032	Add 6 data drops Print Services - Owner request	\$5,507
037	RFI 83 - Fur out wall at mezzanine level - Architect's direction	\$12,104
043	Install faced insulation storage room - Architect's direction	\$530
045	Per Bulletin #7- Relocate access hatch ladder at Mezzanine - Architect's direction	\$4,782
046	SSK-26 replace existing damaged anchor at column C/3 - Field condition	\$701
049	New conduits at elevator/machine room - Field condition	\$8,558
052	Repair steel bucket at GLA-9 - Field condition	\$2,894
058	Per Inspector report add light & outlet to dumbwaiter - Architect's direction	\$1,505
064	RFI 151- install 1/4" plywood for floor installation. - Field condition	\$6,708
066	RFI 132 - Relocate outlet at kitchen counter - Architect's direction	\$365
069	Water damage repairs - Field condition	\$3,256
072	Add power to T Stat / EF 1 - Architect's direction	\$1,531
073	Per elevator inspector add heat detector and shunt trip - Architect's direction	\$2,467
075	Add power to sump pump - Field condition	\$6,327
077	Allowance not used - For dryrot wood repair - Owner request	\$(9,633)
078	Repair damaged cork floor - Owner request	\$772
079	RFI 149, 155, remove existing floor pivots and grout solid at door 107 - Field condition	\$642
080	Adjustment to contract due to clerical error in PCCO 7	\$223

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$109,519
The Contract Value prior to this Prime Contract Change Order was.....	\$2,406,419
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$48,183
The new Contract Value including this Prime Contract Change Order will be.....	\$2,454,602
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/16/2010

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

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero
San Francisco, CA 94111

Address

By

SIGNATURE

John Plane Construction, Inc.

CONTRACTOR

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

Address

By Ben Ortiz

SIGNATURE

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

Prime Contract Change Order

No Notes

DATE _____

DATE

6/23/11

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Date: 5/19/2011

To Contractor:

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

DSA Number

Project #

203C

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 003

The Contract is hereby revised by the following items:

Change Order #3

PCO	Description	Amount
007	Power to Fire Alarm Bell - Architect's direction	\$1,174
008	RFI 21 - Add electrical Power to mechanical units - Architect's direction	\$1,157
011	Per inspection report - additional excavating at arcade columns footing - Field condition	\$5,586
013	CCD 3 - install PIV, Fire department connection and single check valve. - Architect's direction	\$13,472
014	Relocate irrigation vavles - Owner Request	\$1,034
016	Modify duct to unit connection to accommodate truss lay out - Architect's direction	\$1,739
018	RFI 79 Upgrade projector screen - Owner request	\$225
020	District site walk - Add plywood under HVAC units for future access. - Owner request	\$816
023	Per Revised drawings - add one exterior fire alarm - Field condition	\$1,066
025	RFI 71 - add new gate valve and box at domestic water connection - Field condition	\$1,644
026	Per RFI 76 - Electrical only for future new door hardware to door 02B - Architect's direction	\$1,629
027	RFI 94 - Add backing for window shades - Architect's direction	\$759

The original Contract Value was.....	\$980,600
Sum of changes by prior Prime Contract Change Orders.....	\$7,111
The Contract Value prior to this Prime Contract Change Order was.....	\$987,711
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$30,301
The new Contract Value including this Prime Contract Change Order will be.....	\$1,018,012
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.

Architectural Resources Group

John Plane Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

Pier 9, The Embarcadero
San Francisco, CA 94111

CONTRACTOR

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

OWNER

Address

By

SIGNATURE

DATE

Address

By Ben Ortiz

SIGNATURE

DATE

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

E

Title: Final Change Order # 14
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: \$ 68,004
For: Miscellaneous construction change orders at the Seminar Building and Multicultural Center.

The total Change Orders to date represent 13.4% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Date: 5/19/2011

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: 014

The Contract is hereby revised by the following items:

Change Order #14, Final Change Order

PCO	Description	Amount
100	Acceptance of this change order represents full and final settlement of all costs and claims, known or unknown, real or imagined, against Foothill DeAnza Community College for the Work, labor or materials, provided under this contract and any amendments.	\$0
010	MCC: Repair 480V Line -- FC	\$7,500
015	MCC: Removal of Partition Supports -- FC	\$489
019	MCC: Reuse Pressure Treated Wood at Parapet RFI 39 -- FC	\$(250)
037	MCC, ASI 18 Grades at NE Entry - AD	\$1,378
041	MCC, Add Bent Plate at Tower -- AD	\$881
042	ASI 019, MCC Entry Wall Revision, includes rebuilding forms and redigging/compacting footing - AD	\$8,051
048	MCC: Asphalt Path & Curb Revision at NW Corner - AD	\$17,802
078	Seminar: Infill Soffits at Windows - AD	\$1,550
087	MCC: Add Mesh to Sidewalks - FC	\$6,890
090	MCC: Additional site surveying and layout -- AD	\$4,600
046.1	MCC ASI #21 - AD	\$17,465
094	MCC: RFI #080, Nana Wall Support Detail -- FC	\$326
095	MCC: RFI #141, Fur out at tower expansion joint - AD	\$646
096	SEM: Bush out existing slab at Entry 100 - FC	\$244
098	Sem: Relocate Telecom Devices in Room 107 - FC	\$432

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$294,496
The Contract Value prior to this Prime Contract Change Order was.....	\$3,000,696
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$68,004
The new Contract Value including this Prime Contract Change Order will be.....	\$3,068,700
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

Address

Address

By

By Ben Ortiz

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

Title: Revision 1 to PAA D08 to Master Agreement
Vendor: Noll & Tam Architects
Agreement Date: December 06, 2007
Campus: De Anza College
Project Number: 200C
Project Name: A9/PE6 HVAC IMPROVEMENTS
Amount: \$ 20,600
For: Professional Services including: 1) Structural Analysis and Details for Building A9 to accommodate relocation of supply and return ducts to the inside of the building pursuant to the Design Development Review Phase; 2) Variable Air Volume (VAV) units for the ten (10) offices in Building PE6; and 3) New Direct Digital Controls (DDC) incorporating the Building Automation System (BAS) specification provided by the District for Air Handling Unit (AHU-6.5) and VAV units on Building PE6.

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

Action Requested: Ratification

**Revision #1 to Project Authorization Amendment (PAA) # D08 dated April 5, 2011 to
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and Noll & Tam Architects, dated December 6, 2007.**

Purchase Order No.: MC111505
Master Agreement (MA): 12/06/07
PAA – D08: 04/05/11
PAA – D08 Rev. #1: 06/21/11

Assigned Project Description: Measure C – Foothill-De Anza Community College District
Project # 200C A9/PE6 HVAC Improvements

1. Revision to Basic Services - Scope of Work

Revision #1 to PAA # D08 for this project includes the following:

The Design Professional, Noll & Tam Architects, shall provide 1) Structural Analysis and Details for Building A9 to accommodate relocation of supply and return ducts to the inside of the building pursuant to the Design Development Review Phase; 2) Variable Air Volume (VAV) units for the ten (10) offices in Building PE6; and 3) New Direct Digital Controls (DDC) incorporating the Building Automation System (BAS) specification provided by the District for Air Handling Unit (AHU-6.5) and VAV units on Building PE6. Exclusions for the new BAS on Building PE6 include building sub-metering as defined in the Generic BAS specification provided by the District.

2. Revised Consultant Compensation:

The Project Authorization Amendment D08 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 Ninety-three thousand nine-hundred seventy-five dollars; \$93,975.

Revised Schedule of Values (includes reimbursable expenses, except DSA fees)

Phase	Original Contract Value	Revision #1 Contract Value	Revised Total
Design Development Phase	\$ 13,150	\$ 0	\$ 13,150
100% Construction Documents Phase	\$ 30,675	\$ 20,600	\$ 51,275
DSA – AHJ Approval Phase	\$ 2,550	\$ 0	\$ 2,550
Bid Phase Services	\$ 2,875	\$ 0	\$ 2,875
Construction Administration Services	\$ 13,785		\$ 13,785
Closeout Phase Services	\$ 1,080	\$ 0	\$ 1,080
Allowances			
Field investigations	\$ 4,400	\$ 0	\$ 4,400
Nine (9) Construction Meetings at \$540/meeting	\$ 4,860	\$ 0	\$ 4,860
Total Lump Sum Fee Including Allowances	\$ 73,375	\$ 20,600	\$ 93,975

3. Revised Basic Services Completion Schedule remains unchanged per PAA D08.

4. Invoice Requirements remain unchanged per PAA D08.

5. Insurance Requirements remain unchanged per the Master Agreement and PAA D08.

DISTRICT

Foothill – De Anza Community College District
A California Community College District

By: _____

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

Date: _____

Consultant

Noll & Tam Architects

By:  _____

Christopher Noll, Principal

Date: 6/3/2011

Title: Revision #10 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: \$19,200

For: Provide engineering and construction administration services necessary to modify the existing low voltage vault at the Northeast corner of the MLC site.

Provide the research, meetings, and analysis necessary to produce a Total Cost of Ownership report for the MLC.

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

Action Requested: Approval

The Ratcliff Architects – Revision #10

Revision #10 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 20, 2011

SCOPE:

Provide the research, meetings, and analysis necessary to produce a Total Cost of Ownership
report for the MLC.

Provide engineering and construction administration services necessary to modify the existing
low voltage vault at the Northeast corner of the MLC site.

COMPENSATION:

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	<u>\$ 406,820.00</u>
Contract value prior to this revision:	\$ 5,031,120.00
Net change in contract value due to this revision:	<u>\$ 19,200.00</u>
New contract value including this revision:	\$ 5,050,320.00

SCHEDULE:

No Change

OTHER:

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

Revision 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

April 18, 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 (#11)**
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 services provided by RATCLIFF and its consultants for the developing a "Total Cost of Ownership" analysis. 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) Scope of Service, Information Gathering:

- Determine a schedule of annual and periodic maintenance and operations for the building through discussions with facilities and operations personnel at the College as well as by referencing benchmark data. This includes items such as daily cleaning, security staffing, landscape maintenance, and general repair.
- Determine schedules for the replacement life cycles of major equipment in the building, such as mechanical equipment, roofing, emergency generator, etc.
- Compile relevant personnel cost data provided by the College in order to apply burdened labor rates to maintenance and operations tasks.
- Determine, in consultation with the College, the appropriate management and overhead costs to be applied to the Mediated Learning Center. These include administrative costs as well as items such as a proportion of fire protection costs, etc.
- Estimate utility costs for the building on an annual basis using information generated by the energy model already developed by the mechanical and electrical engineers. We will require discussion with the engineers who provided the report as well as access to the information in the energy model. Knowledge of campus contracted utility rates will also be required.
- Determine, in consultation with the College, the appropriate level of reserve to be set aside on an annual basis to fund systems replacement.

B) Analysis and Report:

- Provide a report of annual and annualized maintenance costs for the building and site.

Mr. Tom Armstrong
April 18, 2011
Page 2 of 2

- The report will include values for anticipated utility costs, administrative costs, and the appropriate funding of reserve accounts.
- Provide a sensitivity analysis to determine how annualized costs might vary with changes in input costs.

C) Meetings:

- Attend one or two meetings at the College to interview facilities and operations personnel and gather data.
- Attend one meeting to present the report.

RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Fourteen Thousand Seven Hundred Dollars (\$14,700) without written authorization by the Owner.

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

A) Total Cost of Ownership Analysis:

Total RATCLIFF's Fee		
Meetings & Coordination:	\$1,500	\$1,500
 <u>Consultant Fees</u>		
Davis Langdon (TCO Analysis):	\$10,000	
Flack+Kurtz (MEP/FP):	\$2,000	
	<u>\$12,000</u>	
Consultant Markup 10%:	<u>1,200</u>	
 Total Consultant Fee:	 \$13,200	 <u>\$13,200</u>
 TOTAL FEE for Expanded Scope of Work services:		 <u>\$14,700</u>

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
Mike Matson, RATCLIFF

RATCLIFF



May 11, 2011

5856 Doyle Street
Emeryville CA 94608

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

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 (#12)**
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 services provided by RATCLIFF and its consultants for the low voltage vault modifications. 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) Scope of Service, Low Voltage Vault:

- Prepare plan and details for lowering the low voltage vault.
- Meet with De Anza to review solutions.
- Issue appropriate Bulletin to correct the work.

RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Forty Five Hundred Dollars (\$4,500) without written authorization by the Owner.

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

A) Low Voltage Vault modifications:

Total RATCLIFF's Fee		
Meetings & Coordination:	\$1,200	\$1,200
<u>Consultant Fees</u>		
Sandis (Civil):	\$3,000	
Consultant Markup 10%:	300	
Total Consultant Fee:	\$3,300	\$3,300
TOTAL FEE for Expanded Scope of Work services:		\$4,500

Mr. Tom Armstrong

May 11, 2011

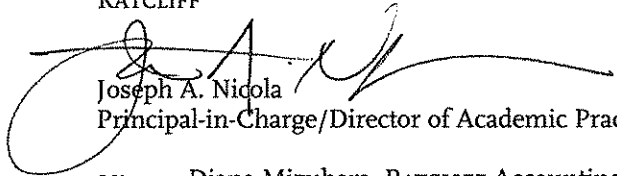
Page 2 of 2

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
Mike Matson, RATCLIFF

RATCLIFF

Title: Project Authorization Amendment D02 to Master Agreement
Vendor: Sandis
Agreement Date: December 15, 2008
Campus: De Anza College
Project Number: 274
Project Name: COMBINED SITE IMPROVEMENTS
Amount: \$ 79,008
For: Professional Services including: Conservator for the vine removal at the Sunken Gardens; Construction Administration and Closeout phases. The project includes ADA pathways, hardscape, lighting, irrigation and landscaping improvements in various locations around the campus.
Funding for this project is available within the current project budget.
Action Requested: Approval

Project Authorization Amendment D02 Between Foothill-De Anza Community College District and Sandis

AMENDMENT made as of the 21st day of June in the year Two Thousand & Eleven
between the District:

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

and the Consultant:

**Sandis
936 E. Duane Avenue
Sunnyvale, Ca. 94085**

*For the following Project: MEASURE C - BOND PROJECT # 274-COMBINED SITE IMPROVEMENTS –
PHASE I*

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

WHEREAS, the District and Sandis, (Consultants) have a fully executed Master Form of Agreement (Agreement), dated December 15, 2008 between the Owner and the Consultants in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Consultants. This Project Authorization Amendment (PAA) is therefore incorporated herein by this reference, for the project as described as follows:

COMBINED SITE IMPROVEMENTS – PHASE I

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

1. Scope of Services

The PAA for this project includes the following: construction administration, closeout, and construction monitoring services for Combined Site Improvements Phase I at De Anza Community College. The scope of work includes ADA pathways, hardscape, lighting, irrigation and landscaping improvements in various locations around the campus.

Construction Administration Services

Construction Administration phase services per the Master Agreement; shall include but is not limited to any additional requirements and clarifications identified below:

- Construction Administration services shall include the participation of sub-consultants involved in the design of this project as may be required to successfully complete the construction.
- Conduct a pre-installation meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that may arise.

- Attend construction meetings: weekly per Section 3: Basic Services Completion Schedule.
- Provide "Historical Preservation" services, acting in a lead role (single point of contact) to answer Request for Information, approve Submittals, and Change Management activities in regards to the historical element of the project as identified in the Bid Documents, and the Notice of Intent and Mitigated Negative Declaration Documents. Consultant shall provide a conservator to monitor demolition, bracing and cataloging elements damaged during the demolition phase.
- At the construction kickoff meeting, provide a submittal log and manage the submittal log through construction phase. The current Bid Documents require Prolog Web collaborative software to manage the RFI and Submittal procedures, in the event that the contractor prefers to use Prolog Web, then the consultant shall use the web based software for documentation process and procedures.
- Review construction submittals for compliance with the contract documents. In the event that the contractor supplies inadequate submittals, consultant will continue to request revised submittals from the contractor until submittals adequately meet the intended design.
- Review and approve Schedule of Values and Applications for Payment issued by the contractor.
- Prepare and maintain rolling completion list through the construction phase to track issues and ensure that outstanding items are addressed by the contractor.
- The subject line of all email correspondence shall begin with the District Project Number "274" on all project correspondence.

Closeout Services

Construction Closeout phase services per the Master Agreement; shall include but is not limited to any additional requirements and clarifications identified below:

- Attend and participate in a substantial completion punchlist walk and a final completion punchlist walk.
- Review project for approval of substantial completion and supply AIA G704 Certificate of Substantial Completion.
- Provide a letter to the District at Final Acceptance stating that all requirements of the contract documents have been completed and accepted.

2. Consultant Compensation:

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

LUMP SUM CONTRACT PRICE

The Contract Price for the Consultant Services is a lump sum of Seventy-nine thousand eight dollars (\$79,008).

Schedule of Values (includes reimbursable expenses, except DSA fees):

Construction Administration Services:	\$ 67,508
Closeout Phase Services:	\$ 9,000
<u>Allowances: Excessive Re-submittals by Contractor</u>	<u>\$ 2,500</u>
Total Lump Sum Fee including Allowance:	\$ 79,008

The above allowances shall be used at the District's discretion; if the allowance is not exercised then the total contract value is reduced by the allowance value. The above allowance is a not to exceed value. Partial use of the allowance shall be allowed with approval by the District.

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

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

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Construction Phase	06/20/2011	09/19/201
Closeout Phase	09/20/2011	06/04/2012

4. **Invoicing Requirements.**

Remit all invoices to the following address:

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

All invoices should include the following information:

- Measure C.
- Project Number and Name: 274-COMBINED SITE IMPROVEMENTS - PHASE I.
- All items billed against Schedule of Values, with percent of completion, past billing, current billing, and remaining balance by line item, with totals in each category.
- Purchase Order Number.

5. **Insurance Requirements per the Master Agreement.**

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

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 9364

DISTRICT

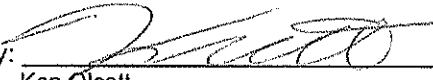
Foothill – DeAnza Community College District
A California Community College District

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

Dated: _____

CONSULTANT

Sandis

By:  _____
Ken Olcott,
Principal

Dated: 6/2/11 _____

/

Title: Prime Contract Change Order #02
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 27,723

For: Prime Contract Change Order #02 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) with a net increase to the value of the Guaranteed Maximum Price (GMP). The increase in the GMP is for design changes related to thickened slab edge, stairway revisions, curtain wall / metal panel coordination, removal of structurally unsuitable soil, UPS warranty extension, sunshade louver column changes, added damper shaft supports, mechanical shaft access changes, catwalk safety tiebacks, and modifications to the buckling restrained brace frames per DSA directive.

PCCO #2 also realizes a \$42,513 cost savings in the project GMP. This amount will be credited in full towards the contractor's contingency fund. At the end of the project, any amount remaining in this fund will be split between the District (75%) and SCI (25%) as shared savings.

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

Action Requested: Ratification



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 6/20/2011

To Contractor:

Sundt Construction, Inc.
2660 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

DSA Number

43-C2 110956

Project #

Ratcliff #27046.01

Contract Date:

12/17/2010

Contract Number: MC111053

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Description	Amount
006	Bulletin 2, COR 3 - Thickened slab, stair changes & deck edge changes. Architect directed design change.	\$227
015	Bulletin 18, RFI 115, COR 5 - Revise 1st flr east curtainwall / metal panel connection. Architect directed design change.	\$381
027	Bulletin 12, COR 2 - Add Supports @ Motorized Dampers, Revise Shaft Access & Add Tie Backs @ Catwalks. Architect directed design change. \$42,513 increase to contractor contingency, with no net impact to the GMP value.	\$0
028	RFI 220, COR 6 - Remove & replace unsuitable fill material per Geotech Engineer. Field condition.	\$4,367
029	Bulletin 21, COR 4 - Revise UPS warranty to 24 months per District request.	\$1,991
030	Bulletin 23, RFI 252, COR 7 - Resize Door #119-1, sunshade louver column & railing system revisions. Architect directed design change.	\$3,470
031	Bulletin 22, COR 8 - Canopy deck & catwalk grating support revision. Architect directed design change.	\$6,781
032	Bulletin 20, COR 9 - Increase double shaft damper size. Architect directed design change.	\$1,887
033	Bulletin 15, COR 10 - Buckling Restrained Brace Frame erection aid hole corrections and tack weld removal per DSA directive.	\$8,619

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(464,689)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,517,666
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$27,723
The new Contract Value including this Prime Contract Change Order will be.....	\$34,545,389
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/15/2012

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

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR

2660 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By Michael Whittaker

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

Prolog Manager

Printed on: 6/6/2011

WRO Foothill DeAnza

Page 1

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

DATE _____

DATE 6/6/11

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Title: Agreement for Services
Vendor: Wasinger Inspection Services Inc.
Agreement Date: June 21, 2011
Campus: De Anza College
Project Number: 274
Project Name: COMBINED SITE IMPROVEMENTS
Amount: \$ 16,100
For: Professional Services including: IOR inspection and monitoring services.
The project includes ADA pathways, hardscape, lighting, irrigation and
landscaping improvements in various locations around the campus.

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

Action Requested: Approval

Foothill-DeAnza Community College District

AGREEMENT FOR SERVICES

This Agreement entered this 21st day of June, 2011, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Wasinger Inspection Services Inc. hereinafter called "Contractor."

WITNESSETH

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

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

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

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$ 16,100.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from June 21, 2011 through March 1, 2012 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

Foothill-DeAnza Community College District

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

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

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

7. **Insurance.** If applicable, insurance requirements are attached as Exhibit "1."

8. **Non-Discrimination.**

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

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

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

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

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

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

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

Foothill-DeAnza Community College District

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

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

FRED Wasinger 6-3-11
Authorized Contractor Signature Date
Wasinger Inspection Services Inc.
Contractor's Company Name
26-3686622
Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

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

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District Wasinger Inspection Services Inc.
_____, hereinafter called "Contractor".

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

See attached EXHIBIT B

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

This is a time-and-materials basis contract with a total not-to-exceed estimate of \$16,100. Pay applications shall be submitted against the fee schedule provided in Exhibit B.
Reference project "274-Combined Site Improvements" at the top of all invoices and remit to:

GilbaneMaas Companies
c/o Irina Thornton
De Anza College
21250 Stevens Creek Blvd
Cupertino Ca. 95014

In any event, the total payment for services of contractor shall not exceed \$ 16,100 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 March 1st, 2012.

Exhibit "T" Insurance Requirements

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

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

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

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

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

6/21/11

Exhibit B

SCOPE OF SERVICES AND FEE STRUCTURE

(Attachment to Agreement for Services)

1. CONTRACTOR SERVICES

The primary objective of this project is to achieve code compliant ADA upgrades to paving and site lighting. The services under this agreement shall be aimed at achieving the project objectives. The scope of services shall include the following:

- Provide construction monitoring and reporting services to assure the delivery of a quality project in conformance with the contract documents and applicable codes
- Maintain, and make available to the program manager, detailed records of all inspections performed, including photographs, reports and an issues log
- Attend a maximum of eight (8) construction meetings with the construction contractor and District representatives
- Assist in the review of submittals for conformance to contract documents and applicable codes
- Assist in obtaining DSA closeout complete with certification
- Collect and review reports from testing and inspection labs as required to ensure quality conformance to the documents

2. CONTRACTOR FEE

The contract price for services rendered shall be a lump sum NOT-TO-EXCEED price of Sixteen Thousand One-Hundred (\$16,100) dollars

Schedules of Values

Rate Schedule:

Staffing (classification)	Rate (\$/hr)
Class 1 Inspector	\$70
Class 2 Inspector	\$60
Class 3 Inspector	\$50

Fee Schedule:

Fee Breakdown				
Description	Quantity	Units	Unit Rate	Total
Attend weekly Meetings	16	Hrs	\$50	\$800
Site Inspection (not concrete)	90	Hrs	\$50	\$4,500
Inspection (concrete placement)	216	Hrs	\$50	\$10,800
Not-To-Exceed Total:				\$16,100

3. COMPLETION SCHEDULE

(Dates shown are approximate; exact dates are subject to change by the District with no impact to fees)

-Submittals Phase	6/21/11 - 7/29/11
-Construction Phase	6/21/11 - 9/16/11
-Closeout Phase	9/19/11 - 3/01/12

Title: Change Order 1
Vendor: Hathaway Dinwiddie
Agreement Date: February 10, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Science and Engineering Center
Amount: \$ 81,247.00
For: Added work due to unforeseen utility conditions near the KCI access road; addition of a french drain due to subsurface conditions discovered during foundation excavation; removal of unforeseen asbestos-containing transite pipe; removal of excess soil in excess of contract amount; and an Architect-directed change to rock base requirements for the building foundation slab.

This change plus all previously approved change orders equal to 0.20% of the base contract value. The funding for this change is included in the budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 6/6/2011

To Contractor:

Hathaway Dinwiddie Construction
565 Laurelwood Rd.
Santa Clara, Ca 95054

DSA Number 01-111001

Architect's Project:

Contract Date: 2/10/2011

Contract Number: MC111059

Change Order Number: 001

The Contract is hereby revised by the following items:

Change Order 1 - June 20, 2011

PCO	Description	Amount
001	(HD COR 1001) Removal of Undocumented Fill in Excess of Soils Report	\$17,684
002	(HD COR 1002) Frech Drain Adjacent to Lot 4 Access Road / Bulletin 11-R1	\$25,019
003	(HD COR 1003) Unforeseen Conditions and Utility Encasement at KCI Access Road - RFI 2081-C-021	\$24,937
004	(HD COR 1004) Removal of Unforeseen Transite Pipe	\$3,065
005	(HD COR 1005) Rock Base for Slabs Per Bulletin 12-R1	\$10,542

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$41,576,182
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$81,247
The new Contract Value including this Prime Contract Change Order will be.....	\$41,657,429
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/8/2012

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

Ratcliff

ARCHITECT
5856 Doyle Street
Emeryville, Ca 94608

Address

By

SIGNATURE

DATE

Hathaway Dinwiddie Construction

CONTRACTOR
565 Laurelwood Rd.
Santa Clara, Ca 95054

Address

By Steve McCoid

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

L

Title: Change Order 01
Vendor: Taber Construction
Agreement Date: December 22, 2010
Campus: Foothill College
Project Number: 135
Project Name: Utilities Infrastructure Upgrades Phase 1
Amount: (\$ 37,566.00)
For: Deletion of asbestos abatement at mechanical room ceilings at Buildings 3000 & 5200 as directed by the District; additional excavation due to unforeseen utilities and/or existing conditions as directed by the District; repair of damage to undocumented underground telecommunication lines during excavation; and deletion of one telecommunication pullbox per Architect's request.

This change plus all previously approved change orders equal to - 0.81% of the base contract value. Funding for this change is included in the current budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 6/2/2011
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number 01-111129
Architect's Project
Contract Date: 1/3/2011
Contract Number: 001
Change Order Number: 001

The Contract is hereby revised by the following items:

CHANGE ORDER #01 - JUNE 20 2011 BOT

PCO	Description	Amount
001	[TPCO #01] DEDUCTIVE - Deletion of Abatement Scope per Spec Section 02 82 00 PAR 1.01.D.2	\$(34,025)
010	[TPCO #8R1] Building 7400 - Additional Excavation to find Irrigation Leak	\$1,027
012	[TPCO #10] DEDUCTIVE - Remove/Repair Damage to Telecom by Contractor During Excavation	\$(3,598)
015	[TPCO #05] DEDUCTIVE - Deletion of Telecom Pullbox 4.20	\$(3,367)
016	[TPCO #8R1] Building 3000 - Additional Excavation to Remove/Cap Existing Abandoned CHW Lines	\$1,712
017	[TPCO #8R1] Building 3000 - Remove/Cap at Irrigation	\$685

The original Contract Value was.....	\$4,616,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$4,616,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(37,566)
The new Contract Value including this Prime Contract Change Order will be.....	\$4,578,434
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/9/2011

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

Salas O'Brien Engineering

Taber Construction

Foothill-De Anza Community College
District

ARCHITECT
305 South 11th St.

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Salas, Carl

By

By

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date: