

Board of Trustees Agenda Item

Board Meeting Date: February 6, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is \$465,964.

De Anza College –

- A) Ecovation Group – Revision #1 to Agreement for Services – ESA Pond - \$5,610
- B) Joseph J. Albanese Inc. – Change Order #4 – Combined Site Improvements Phase I - \$62,791
- C) Noll & Tam Architects – Project Assignment Amendment #D09 – A8 - \$21,710
- D) Sundt Construction, Inc. – Change Order #8 – Mediated Learning Center - \$144,985
- E) Valhalla Builders – Change Order #5 – Campus Center Renovation Phase II - \$1,921

Foothill College –

- F) Calstate Construction – Change Order #7 – PE Lab Space Remodel – (\$1,510)
- G) Cogent Energy, Inc. – Revision #1 to PO #MC#01275 – Utility and Technology Infrastructure Upgrades, Phase I - \$0
- H) Hathaway Dinwiddie Construction Company – Change Order #5 – Physical Sciences and Engineering Center - \$136,345
- I) Ratcliff Architects – Agreement for Consultant Services - Library and ISC - \$134,910
- J) Salas O’Brien Engineers, Inc. – Revision #5 to Design Professional Agreement - \$36,500
- K) Taber Construction – Change Order #8 – Utilities Infrastructure Upgrades Phase I – (\$81,098)

Central Services -

- L) RBF Consulting – Change #1 to Agreement for Services – Property Acquisition - \$3,800

Recommendation: Executive Director of Facilities, Operations, and Construction Management Charles Allen; Director, Bond Program Management, De Anza College, Tom Armstrong; and Director, Bond Program Management, Foothill College, Art Heinrich, recommend ratification of the Measure C consent items

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Director, Bond Program Management, De Anza College, Art Heinrich, Director, Bond Program Management, Foothill College
Is backup provided?	Yes

Title: Revision #1 to Agreement for Services
Vendor: Ecovation Group
Agreement Date: June 28, 2011
Campus: De Anza
Project Number: 229
Project Name: ESA POND
Amount: \$5,610
For: Ecovation Group will provide services for remediation and transfer of the fish from the ESA Pond.

This change is 0.15% of the contract value. The funding for this change is within the current budget.

Action Requested: Ratification

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. MC120244

CHANGE NO. 001 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 19 day of December, 20 11, by and between the District, a community college district of the State of California, hereinafter called "District" and Ecovation Group a division of Ecovation Builders, 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.

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PROJECT # 229

DESIGN FIRM Ecovation Group

BRIEF DESCRIPTION OF TYPE OF SERVICE ESA Fish Management Plan

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 001
To Agreement/Purchase Order No. MC120244

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Ecovation Group,
a division of Ecovation Builders, 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)
Refer to attached Exhibit 'A'.
- II. Amount and Method of Payment: (Indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)
Method of payment for Change No. 001 is single lump sum, payable upon completion of the Work and acceptance by the District.

ORIGINAL AGREEMENT AMOUNT \$ 38,000.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 5,610.00

Page 2 of 3

PROJECT # 229 DESIGN FIRM Ecovation Group

BRBIF DESCRIPTION OF TYPE OF SERVICE ESA Fish Management Plan

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

NEW TOTAL AGREEMENT AMOUNT \$43,610.00

Foothill-DeAnza Community College District Change No. 001

To Agreement/Purchase Order No. MC120244

In any event, the total payment for services of Design Professional shall not exceed \$43,610.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until January 20, 2012


Design Professional Signature

12/20/2011
Date

Bruce Oliver

Print Name

Ecovation Group

Design Professional's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

ok
TEA
12.20.11
By 

Dec 20, 2011
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 # 229

DESIGN FIRM Ecovation Group

BRIEF DESCRIPTION OF TYPE OF SERVICE ESA Fish Management Plan

Change to Agreement for Design Professional Services

Rev. 12/08/11

Attachment "A"

Change No. 001 Scope:

The Design Professional shall provide all labor, materials, equipment and engineering to complete the scope of work indicated in the attached Ecovation Goup Change Proposal dated December 14, 2011. In addition, the Design Professional shall include the following services.

- Pond drainage will be performed by others. The Design Professional shall coordinate with the District to ensure the appropriate water level is achieved on schedule.
- Provide a written Method of Procedure and all MSDS and manufacturer's product data for all hazardous materials to be used. Gilbane shall approve the plan prior to starting the Work.
- Within ten (10) days of completing the Work, provide a formal detailed report, with images, of the work performed and the procedures used.
- Contract completion date may be extended, at no additional cost, by mutual agreement for up to two additional six month periods.

- **Schedule:**

12/27/11
12/28/11

Mobilize / Commence Fish Management Plan
Operation Completed / Demobilize

Title: Prime Contract Change Order # 04
Vendor: Joseph J Albanese Inc.
Agreement Date: July 20, 2011
Campus: De Anza College
Project Number: 274
Project Name: Combined Site Improvements Phase I
Amount: \$ 62,791
For: Prime Contract Change Order #04 revises the original contract sum between the District and Joseph J Albanese, Inc for the following changes:

Several credits for scope reduction mandated by unforeseen conditions; additional pathway lighting for public safety at the crosswalks and around the Sunken Garden Fountain.

This Change Order also includes a global settlement between JJA/Pacific Underground Construction and the District for added scope required to address all unforeseen underground utility conflicts

The total Change Orders to date represent 11.22% against the original contract amount. Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza
(WITH DSA Number)

274 Combined Site Improvements - Phase 1

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

Project # 274

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

Gilbane/MAAS

Date: 2/6/2012

To Contractor:

Joseph J. Albanese, INC.
986 Walsh Avenue
Santa Clara, CA 95050

DSA Number

01-111894

Project #

274

Contract Date:

7/8/2011

Contract Number: MC120214

Change Order Number: 004

The Contract is hereby revised by the following items:

Change Order #4: The total cost of this change order is \$62,791.00. There shall be no extension of time for this change order.

PCO	Description	Amount
009	RFI #019 - Reuse of Existing AB - ADDC	\$(9,500)
024	RFI #050, #077 - SQuad SD Utility credit Forum/PE1 & RCP replacement - ADDC	\$(12,230)
032	RFI #061 - Deletion of 8" SD Line at S1/S3 - ADDC	\$(1,454)
044	RFI #062 - Storm Drain credit at SEM - ADDC	\$(1,482)
055	RFI #056 - Credit S-Quad SD line to Remain - ADDC	\$(454)
058	RFI #006 - Milled Lumber for Benches Credit - OD	\$(3,280)
100	Global Settlement between JJA/Pacific Underground Construction and the Owner for all unforeseen underground utility conflicts - ADDC	\$26,110
104	ASI #015 - Additional work at Crosswalks - ADDC	\$31,964
106	ASI #018 - Lighting Replacement Around Fountain in Sunken Garden - FC	\$11,608
113	Deletion of Duplex pumping station and SS in Sunken Garden - OD	\$(14,177)
115	Deletion of SD in Sunken Garden - ADDC	\$(5,599)
121	Fountain/Vault Patch Holes/Repair (E) 2x3 Fountain Cap as Required - OD	\$7,162
123	Ventilation for Sunken Garden Vault - ADDC	\$11,695
124	Sunken Garden Vault Hatch Recess Redesign - ADDC	\$2,661
128	Deductive Cost Districts cleaning of the Sewer Clog and lines in A-Quad - OD	\$(750)
129	Credit for Irrigation Line N of Cottage previously installed by District - OD	\$(3,654)
132	Additional/Misc Demo of Landscaping in the planter on the North side of Sunken Garden - ADDC	\$3,351
133	Replacement of Existing Boxes with Traffic Rated Boxes at Flint Entry - ADDC	\$1,202
141	Additional AC Demo/Paving to Accommodate Flint Performance Schedule - OD	\$2,471
146	Relocation of (E) Electrical on the North Side of East Cottage - ADDC	\$1,468
150	Extension of Anchor Bolts for (4) Historical Lights in Sunken Garden - ADDC	\$1,807
151	Install Gate Valve for Domestic Water to Fountain Vault - OD	\$471
153	Furnish and Install Bollard Lights per ASI #18 around Fountain and extends completion, for this work only, until April 16, 2012- FC	\$10,344
154	Additional Cost to Core Drill for the Relocation of Stop Signs in Lot A - ADDC	\$3,057

274 - PCCOs
Detailed, Based on Unit Prices, Architect - De Anza (WITH
DSA Number)

The original Contract Value was.....	\$4,605,000
Sum of changes by prior Prime Contract Change Orders.....	\$453,718
The Contract Value prior to this Prime Contract Change Order was.....	\$5,058,718
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$62,791
The new Contract Value including this Prime Contract Change Order will be.....	\$5,121,509
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	2/2/2012

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.

Sandis
ARCHITECT
936 E. Duane Avenue
Sunnyvale, CA 94612
Address
By Chad Browning
SIGNATURE
DATE

Joseph J. Albanese, INC.
CONTRACTOR
986 Walsh Avenue
Santa Clara, CA 95050
Address
By John Albanese
SIGNATURE
DATE

Foothill-De Anza Community College District
OWNER
12345 El Monte Road
Los Altos Hills, CA 94022
Address
By Charles Allen
SIGNATURE
DATE

College Approval
By Letha Jeanpierre
Signature
DATE

Title: PAA D09
Vendor: Noll & Tam Architects
Agreement Date: May 6, 2008
Campus: De Anza
Project Number: #201
Project Name: A8
Amount: \$21,710
For: Programming & Schematic Design Services

Noll & Tam Architects will provide programming and schematic design services for the renovation of the A8 Building. Services will include providing programming meetings with user groups, baseline schematic drawings and outline specifications, engineering narratives from all disciplines on building systems and building accessibility and a construction cost estimate.

Action Requested: Ratification

**Project Authorization Amendment D09
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

AMENDMENT made as of the 19th of January in the year Two Thousand and Twelve between the District:

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

and the Architect:

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

For the following Project: MEASURE C - BOND PROJECT #201 – A8

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

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

Renovations to the A8 Building to accommodate relocation of Mail/Receiving, Campus Police and ETS Storage.

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

1. Project Authorization Assignment D09: De Anza College A8

The PAA for this project includes the following: Professional services for complete programming, assessment, schematic drawings and recommendations for the reconfiguration of the A8 building.

Scope of Services includes:

Programming/Schematic Design:

- The Architect will conduct a minimum of three (3) program development meetings to develop and refine the future uses of the A8 building.
- The Architect will review the Construction Budget for the work and develop a preliminary scope and cost estimate for the intended renovations.
- The Architect will field verify the condition of the existing building including stairs, restrooms, life safety, and accessibility to develop a clear understanding of the current status and nature of those components and their relationship to the adjacent Flint Center. The Architect

will then conduct a minimum of (1) meeting with DSA to confirm all proposed modifications are feasible.

- The Architect will provide a programming and pre-design report to establish the Project requirements.
- The Architect will investigate the current work areas for Mail/Receiving, Campus Police and ETS storage to understand the user groups that will be relocating to the A8 building.
- Conduct a structural assessment of the existing conditions and provide recommendations for improvements that will be required for new openings, changes in loads, etc.
- Provide a detailed narrative for all engineering disciplines. The Architect and their consultants shall pursue and coordinate with the District access to the site and use of available record documents to ensure accuracy of the narrative. The engineering report shall also include recommendations to bring the A8 building and adjacent areas affected by the Work up to all code and DSA requirements. The electrical consultant shall review existing loads and emergency power requirements.
- The Architect shall provide Schematic Design Documents that consist of drawings, coordinated outline specifications and other documents which illustrate the principle components of the Project and the relationship of these components. These drawings shall include exterior and site modifications.
- Provide an assessment of existing signage and wayfinding. Architect shall include recommendations for signage and wayfinding improvements as part of this scope of work.

2. Consultant Compensation:

The Project Authorization Assignment Contract Price for Professional Services is for Twenty One Thousand Seven Hundred Ten (\$21,710).

Schedule of Values

Programming/Schematic Documents	\$ 12,140
S/M/P/E/T Engineering	\$ 5,000
Civil/Site Engineering	\$ 1,500
Consultant Coordination	\$ 870
<u>Construction Cost Estimate</u>	<u>\$ 2,200</u>
Total:	\$ 21,710

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

<u>Phase</u>	<u>Schedule</u>
Programming	02/06/12 - 04/02/12

4. Invoicing Requirements.

Remit all invoices to the following address:

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

All invoices should include the following information:

- Measure C
- Project Number and Name: 201 – A8

- Purchase Order Number
- All items billed against Schedule of Values, with percent of completion and earned values
- Invoices shall be by campus and submitted in duplicate to accommodate accounting structure at both campuses

5. Insurance Requirements per the Master Agreement.

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

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

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

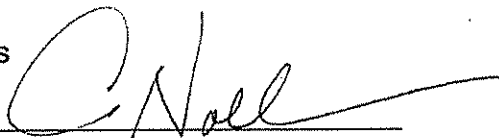
MAAS Companies, Inc
59857 Cascadel Drive North
North Fork, CA 93643

Dated: _____

"DISTRICT"
 Foothill-De Anza Community College District

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

"ARCHITECT"
 Noll & Tam Architects

By:  _____
 Chris Noll
Principal

Title: Prime Contract Change Order #08
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIATED LEARNING CENTER
Amount: \$ 144,985
For: PCCO #08 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by a net increase to the value of the Guaranteed Maximum Price (GMP) and includes the following:

Architect directed changes to address several details requiring modification or addition to ensure proper final certification and function of the building includes: modified metal stud framing details at the wall deflection track, increased structural supports at large ventilation shaft coils, interior storefront attachment details, building lighting programming changes, revisions to downspout nozzle, lighting ballasts proximate to exterior windows, and an added architectural soffit.

Owner requested changes to remove signage references to "Mediated Learning Center" allowing for future flexible room usage and utility location services within the site footprint but unrelated to the MLC building. Field condition changes required to set an existing telecom vault to new surrounding grades is also included.

The total Change Orders to date represent -.04% against the original contract amount. Funding for this change is included in the current budget. There are no changes to the project schedule.

Action Requested: Approval

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 2/6/2012

To Contractor:

Sundt Construction, Inc.
2860 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: 008

The Contract is hereby revised by the following items:

PCO	Description	Amount
011	Bulletin #33 / COR 54 - CCD #02 - Modify existing telecom vault elevation at NE corner of site to match surrounding grades adjacent to MLC site. Field condition.	\$5,577
056	Bulletin #54 / COR 34.1 - Revise raised access floor power/data boxes and locations to allow flexibility for future classroom reconfiguration. Architect directive.	\$10,128
066	Bulletin #64 / COR 56 - Revise atrium storefront attachments to welded connections. Architect directive.	\$7,057
067	Bulletin #60 / COR 68 - Revise IDF/MDF door widths to match District standards, waterproof brace frame connection at second floor terrace, and add horizontal closure panel at stair #2 landing for visual continuity. Architect directive.	\$4,554
068	Bulletin #53/COR 33R1 -Revise mechanical shaft and heating coil details. Potential impacts to the contract schedule have yet to be resolved for this change. If necessary both parties agree to address time impacts in a future PCCO. Architect directive.	\$58,942
070	Bulletin #70 / COR 70 - Revise spandrel header detail at G-line. Architect directive.	\$4,359
073	Bulletin #72 / COR 52 - Delete buoyancy driven ventilation coils and supports at TV studio where coils are located for a forced-air system only. Architect directive.	\$(5,373)
086	Bulletin #77 / COR 50- Revise building lighting controls and operational zones to increase energy efficiency. Architect directive.	\$2,855
088	RFI 576 / COR 51R1 - Revise roof drain downspout nozzle detail at building exterior. Architect directive.	\$15,142
089	Bulletin #82 / COR 53 - Revise door hardware group and add thresholds at doors 101A, 233A, and 226 to match District standards. Architect directive.	\$1,308
090	Bulletin #65 / COR 57 / CCD #12 - Revise wall attachment track details at deflection joints. Architect directive.	\$9,902
091	RFI 661 / COR 59 - Delete raised access floor air plenum dividers at rooms 215-217 because they are not needed for buoyancy driven air system. Architect directive.	\$(1,457)
093	Submittal 05-120000-0 / COR 63 - Add data raceway & grommets to coordinate with Sedia fixed furniture to allow for future flexible technology use. Architect Directive.	\$1,608
094	RFI 590 / COR 62 - Revise light fixture F10A & F12A ballasts/switching interface (qty 18) at exterior walls to increase energy efficiency and functionality of dimming system. Architect directive.	\$23,453
095	Bulletin #81-1 / COR 64 - Revise building signage to remove references to "Mediated Learning Center", and allow future flexible room usage. Owner directive.	\$3,699
096	RFI 651 / COR 65 - Added ceiling soffit at Line 2 & A.5 to conceal exposed ceiling at Stair #2. Architect directive.	\$1,141
098	CCD #06 / COR 55 - Owner requested pothole/locate existing gas line at east utility corridor. Owner directive.	\$2,090

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

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$(159,758)
The Contract Value prior to this Prime Contract Change Order was.....	\$34,822,597
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$144,985
The new Contract Value including this Prime Contract Change Order will be.....	\$34,967,582
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

ARCHITECT5856 Doyle Street
Emeryville, CA 94608

Address

By Mike Matson

SIGNATURE _____

DATE _____

Sundt Construction, Inc.

CONTRACTOR2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

Address

By Michael Whittaker

SIGNATURE _____

DATE _____

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

Address

By Charles Allen

SIGNATURE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Title: Prime Contract Change Order #05
Vendor: Valhalla Builders
Agreement Date: June 17, 2011
Campus: De Anza College
Project Number: 256
Project Name: CAMPUS CENTER RENOVATION PHASE II
Amount: \$ 1,921.00
For: Prime Contract Change Order #05 - FINAL – Miscellaneous construction change orders at the Campus Center lower level student chambers, to improve facility performance and maintainability.
PCO# 16 – ASI# 005 Restroom Changes – discovered conditions;
PCO# 17 – Framing for Closets at Student Offices – discovered conditions;
PCO# 19 – Back Boxes for the Accessible Door Actuators – improvement in facilities performance and maintainability
PCO# 20 – Panduit Back Boxes at Wiremold – improvement in facilities performance and maintainability;
PCO# 21 – Revise Milestone #2 Substantial Completion from 12/21/11 to 1/9/12. The revision is non-compensable to Valhalla Builders, and there shall be no liquidated damage assessment.
PCO# 22 – Deductive Change – Vapor Emission System; discovered conditions.

The total Change Orders to date represent 1.92% against the original contract amount. Funding for this change is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

256 Campus Center Renovation Phase II
De Anza College
21250 Stevens Creek Blvd.
Cupertino, CA 95014

Project # 256
Tel: 408-864-5888 Fax: 408-864-5745

Gilbane/MAAS

Date: 1/17/2012
To Contractor:
Valhalla Builders
6985 Via Del Oro Suite A-5
San Jose, CA 95119

DSA Number 43-C2 111603
Project # 256
Contract Date: 6/6/2011
Contract Number: 001
Change Order Number: 005

The Contract is hereby revised by the following items:

Change Order #5-FINAL: Total Amount is \$1,921.00. Extension of contract time for this change order is agreed to be noncompensable by the contractor.

PCO	Description	Amount
016	ASI#005 Restroom Changes	\$1,586
017	Framing for Closets at Student Offices	\$2,231
019	Back Boxes for the Accessible Door Actuators	\$2,273
020	Panduit Back Boxes at Wiremold	\$336
021	Revise Milestone #2 Substantial Completion from December 21, 2011 to January 9, 2012. The revision is non compensable to Vahalla Builders, and there shall be no liquidated damage assessment.	\$0
022	Deductive Change - Vapor Emissions	\$(4,505)

The original Contract Value was.....	\$1,532,275
Sum of changes by prior Prime Contract Change Orders.....	\$27,453
The Contract Value prior to this Prime Contract Change Order was.....	\$1,559,728
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$1,921
The new Contract Value including this Prime Contract Change Order will be.....	\$1,561,649
The Contract duration will be changed by.....	19 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	01/09/2012

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.

Noll and Tam Architects and Planners

Valhalla Builders

Foothill-De Anza Community College District

ARCHITECT

729 Heinz Avenue
Berkeley, CA 94710

Address

By Merideth Marschak

SIGNATURE

DATE

CONTRACTOR

6985 Via Del Oro Suite A-5
San Jose, CA 95119

Address

By Scott Leifheit

SIGNATURE

DATE

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Change Order #7
Vendor: Calstate Construction
Agreement Date: November 1, 2010
Campus: Foothill College
Project Number: 109
Project Name: PE Lab Space Remodel
Amount: \$ (1,510.00)
For: A credit for an unused allowance within the contract. The \$5,000 allowance for roof dryrot was only partially used.

This change plus all previously approved change orders equal to 8.44% of the base contract value.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 2/6/2012

To Contractor:

Calstate Construction
3680 Yale Way
Fremont, CA 94538

DSA Number

Architect's Project I

Contract Date: 11/1/2010

Contract Number: MC110748

Change Order Number: 007

The Contract is hereby revised by the following items:

Final Change Order

PCO	Description	Amount
021	Repair for Damaged Wood Allowance Reconciliation. A total of \$3,490 of the \$5,000 allowance was used to repair damaged wood. This credit closes the allowance.	\$(1,510)
The original Contract Value was.....		\$597,888
Sum of changes by prior Prime Contract Change Orders.....		\$51,978
The Contract Value prior to this Prime Contract Change Order was.....		\$649,866
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....		\$(1,510)
The new Contract Value including this Prime Contract Change Order will be.....		\$648,357
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

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

IBP Architecture

ARCHITECT

1000 Burnett Ave. Suite 140
Concord, CA 94520

Address

By _____

SIGNATURE _____

DATE _____

Calstate Construction

CONTRACTOR

3680 Yale Way
Fremont, CA 94538

Address

By Andrew Borrego _____

SIGNATURE _____

DATE _____

Foothill-De Anza Community College
District

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen _____

SIGNATURE _____

DATE _____

College Approval

Signature _____

Date: _____

Title:	Revision #1 to PO#MC101275
Vendor:	Cogent Energy, Inc.
Agreement Date:	April 6, 2010
Campus:	Foothill College
Project Number:	135
Project Name:	Utility and Technology Infrastructure Upgrades, Phase 1
Amount:	\$0
For:	A no-cost contract time extension to allow completion of contracted services.
Action Requested:	Ratification

Revision #1 to PAA #F-COGENT-#3

Revision to Project Authorization Amendment #F-COGENT-#3 dated April 6, 2010 between Foothill-De Anza Community College District and Cogent Energy, Inc. for Measure C project 135 – Utility and Technology Infrastructure Upgrades.

AMENDMENT DATE: 2/6/12

DESCRIPTION OF CHANGE:

To provide Peer Review & Commissioning Authority (CxA) Services for the Utilities and Technology Infrastructure Upgrades.

- I. Contract time extension. Term of this agreement to be extended to 09/30/12. No cost change.

COMPENSATION:

Original PAA value including Reimbursables:	\$	61,770.00
Net change in contract value due to this Revision #1:	\$	0.00
New contract value including this amendment and Reimbursables:	\$	61,770.00

Payment will be made to the Architect by the District for services related this revision monthly, on a time and materials basis. Invoices to include time-sheets and appropriate backup for all time and material invoiced.

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

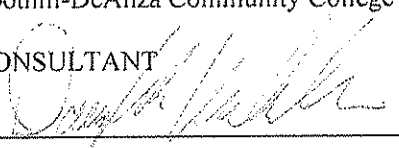
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

Douglas R. Chamberlin
Principal

Title: Change Order #5
Vendor: Hathaway Dinwiddie Construction Company
Agreement Date: February 10, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 136,345.00
For: Fire hydrant relocation required by Purissima Hills Water District; upgrading Storm Water Pollution Prevention Plan (SWPPP) requirements from level 1 to level 2 to meet new State of California requirements; Architect-directed change for exterior lighting revisions; District-requested changes to site electrical grounding & cable trays, and installation of emergency shut off at lab waste monitoring sampling well; and additional waterproofing of pipe penetrations due to unforeseen conditions.

This change plus all previously approved change orders equal to 1.1% of the base contract value. The funding for this change is included in the budget.

Action Requested: Approval

Prime Contract Change Order

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

Date: 1/9/2012
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: 005

The Contract is hereby revised by the following items:

Change Order 5 - February 6, 2012 BOT

PCO	Description	Amount
048	(HD COR 1031) Bulletin 27 & RFI 2523-C-074 Relocatd Fire Hydrant at new KCI Access Rd.	\$2,058
051	(HD COR 1032) Bulletin 32 - Exterior Lighting Revisions	\$12,362
052	(HD COR 1033) RFI 2447-E043 Site electrical changes (Lyncole Ground & Gable Tray/Wyr-Grid)	\$18,069
057	(HD COR 1034) SWPPP Risk Level 2	\$59,157
061	(HD COR 1038) RFI 2525-E-052 Existing Telecom Pull Box	\$9,800
062	(HD COR 1040) RFI 2717-A-111 Preprufe detail at Lab pipe clusters	\$32,564
066	(HD COR 1044) RFI 2619-P-029 Lab Waste Monitoring Controller, RFI 2621-P-031 Emergency Shutoff Valve for Lab Waste Sampling Manhole	\$2,335

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$310,487
The Contract Value prior to this Prime Contract Change Order was.....	\$41,886,669
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$136,345
The new Contract Value including this Prime Contract Change Order will be.....	\$42,023,014
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 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 Stephen McCold

SIGNATURE

DATE

Foothill-De Anza Community College
District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

**HD Project 160 PSEC ONLY - Prime Contract Change
Order**
Detailed, Based on Unit Prices, Architect - Foothill with
DSA Number

College Approval

Signature

Date: _____

Title: Agreement for Consultant Services with Ratcliff Architects
Vendor: Ratcliff Architects
Agreement Date: January 3, 2012
Campus: Foothill College
Project Number: 121
Project Name: Library & ISC
Amount: \$ 134,910.00
For: Architectural programming services for the Foothill Library & ISC by Ratcliff Architects and their consultants. The agreement authorizes project analysis, programming, conceptual planning and cost modeling.

Funding for these services is within the Project budget.

Action Requested: Approval

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)**

This agreement shall be used for professional services when the scope of services includes *pre-design, programming, special and conceptual studies, planning, and/or assessment work*. Pursuant to Civil Code section 2782.8 a design professional is defined as an architect, landscape architect, engineer, or land surveyor.

This Agreement entered this 3rd day of January, 2012, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architects hereinafter called "Design Professional."

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 contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that a Design Professional 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 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 herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 134,910.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between 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 Design Professional.
4. Non-Assignability. Design Professional 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 January 3, 2012 through January 2, 2013 as specified in 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.

Page 1 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

Foothill-DeAnza Community College District

6. Design Professional's Indemnity of District. To the fullest extent permitted by law, and in proportion to its liability, except to the extent caused in whole or in part by indemnitee, the Design Professional shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Design Professional's or the Design Professional's Design Consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of any in-place work during or after Project Completion; or (c) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Design Professional or Consultant of the Design Professional. The foregoing shall include without limitation, attorneys fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Design Professional requiring cooperation with the public agency regarding any claim by a construction Contractor.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Sections 2778 and 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Design Professional.

Design Professional Reimbursement of the District's Attorneys Fees and Indemnity Payment. The Design Professional shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. The insurance company shall be required to agree to a rough approximation of potential liability of the Design Professional, and agree to reimburse the District for its defense fees incurred in proportion to that approximation. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Design Professional shall within 30 days reimburse the District for all settlement monies paid. Should the Design Professional and/or its insurance company fail or refuse to proportionally reimburse the District for: (a) its attorneys fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.

Design Professional Bound to Arbitration by Other Claims. In the event of any claim, arbitration demand filed on behalf of the prime Design Professional or any Design Professional sub-consultants in which design deficiencies or errors, or Design Professional contract administration deficiencies are alleged as a basis for said claim, Design Professional agrees to participate as a party in any such arbitration or state court litigation, and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.

District's Indemnity of Design Professional. The District shall indemnify and hold harmless the Design Professional, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

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.

Page 2 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

Foothill-DeAnza Community College District

B. Employment. Design Professional 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. Design Professional'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 Design Professional 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 Design Professional 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, provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is still in effect, and the cost of the terms combined will not exceed (a) \$350,000.00.

12. **Expenditure Of Public Funds.** Design Professional 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 Design Professional may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232(g). The parties agree that such incidental access is not a provision or conveyance or disclosure to Design Professional of student record information in violation of section 1232(g) or of any similar state law. Design Professional 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 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.

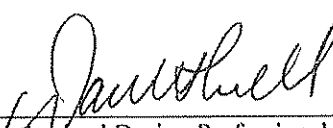
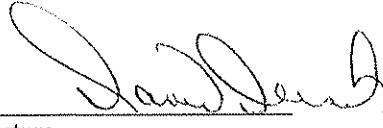
14. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations 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.

Page 3 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

Foothill-DeAnza Community College District

  61.03.2012
Authorized Design Professional Signature Date
Dan Wetherill VP CFO
Print Name
RATCLIFF
Design Professional's Company Name
94-1502741
Design Professional's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Board approval is required prior to commencement of services if total cost exceeds \$20,000.00.)

Page 4 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BREIF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and _____
Ratcliff Architects _____, hereinafter called "Design Professional".

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

See ATTACHMENT A, items 1-3 (attached) for detailed scope of services.

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

See ATTACHMENT A, item 4 (attached)

In any event, the total payment for services of Design Professional shall not exceed \$ 134,910.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until January 2, 2013.

Page 5 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

Exhibit "I" Insurance Requirements

Design Professional 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.

Design Professional 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 Design Professional 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 \$50,000 each claim.

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 Design Professional's further work under this Agreement.

Page 6 of 6

PROJECT # Measure C Project 121 DESIGN FIRM Ratcliff Architects

BRIEF DESCRIPTION OF TYPE OF SERVICE Pre-Design Programming Phase Services

ATTACHMENT A
Library and LRC
Pre-Design Programming Phase Services

0. General

The scope of work for the Foothill Library Programming & Pre-Design Phase shall include the following tasks and activities:

1. Project Start-up

A. Data Collection/ Analysis

1. Review and analyze institutional documents and pertinent data, which may include:
 - College's Educational Master Plan, Deferred Maintenance Plan, Five Year Capital Construction Plan, College Space
 - Inventory Update, and Bond Approval Documents
 - Analysis of Space Use, Cost and WSCH" document
 - Strategic Plan
 - Existing building, campus landscape, and utility infrastructure information
 - Facility standards and programmatic (space needs) information
 - Site Survey Information
 - Geotechnical Reports
 - College Mission and Goals
 - Academic Plan
 - Energy Targets, Goals and Existing Utility Records

B. Constituent Meetings

- Identify relevant constituent groups for interviews. Constituent groups/stakeholders will be mutually defined in conversation with the College, but generally include: students, faculty, departmental staff, administration, facilities and maintenance, and campus security.
- Conduct Project Kick-off Meeting to include process mapping, goal setting and calendaring. Review decision making process.
- Provide general project orientation and slide presentation on current trends in Library & Learning Resources design and programming.
- Conduct a Visioning Workshop to inform project mission and goals.

C. Products

1. Summary of existing data
2. Project Mission and Goals
3. Project Schedule (vetted by constituent groups)
4. Process map & decision making strategy

2. Programming

Ratcliff and its Consultants will develop the Library and LRC Program through a collaborative process which will include a number of interactive and participatory workshops. The workshops are a means to discuss relevant issues, identify differences, discover common ground and build consensus among the constituent groups.

A. Planning Criteria Development

1. Working with the constituent groups from Foothill Community College and the Library Planning Consultant (LCS), Ratcliff will facilitate the development of the

general criteria for the Program, as well as for particular functions and specific technical requirements.

2. Working with the college's maintenance and facilities groups, Ratcliff and its Consultants shall develop the criteria for building systems design requirements, applicable building codes, and maintenance and energy conservation strategies.
3. Ratcliff and its Consultants will conduct tours of similar facilities to inform planning criteria and programming.

B. Space Requirements

1. Ratcliff along with its Library Planning Consultant (LCS) and all other Consultants will develop a program of space requirements. Tasks involved include but are not limited to the following:
 - Draft the Title V Guidelines report (library/media standards that determine initial guidelines for collection size and formats, reader stations, and staffing needs).
 - Allocate library/media collections based on size and data input, determine types of shelving requirements and square footage requirements for collections.
 - Program basic service components including public service desks/counters, necessary staff stations, office requirements, and technology requirements.
 - Identify necessary functional relationships and adjacencies by program needs, focusing on public service, staffing considerations and operational efficiencies.
 - Conduct interviews/focus groups with relevant campus stakeholders.
 - Draft/review summaries of initial interviews utilizing programming data sheets.
 - Produce final data sheets and unit planning documents.

C. Building Systems Requirements

1. Ratcliff and its Consultants will develop a program of building systems requirements. Tasks involved include but are not limited to the following:
 - Prepare narrative of recommended library related detail design criteria for the building's HVAC, acoustic, technology, electrical, structural, and plumbing systems.
 - Working with the college's maintenance and facilities groups, develop system strategies that are in line with campus stated sustainability goals.
 - Working with the college's ETS group, coordinate Library and LRC requirements, with changing technology and campus standards.

D. FF&E Requirements

1. Ratcliff and its Consultants will develop a program of FF&E requirements. Tasks involved include but are not limited to the following:
 - Produce Library Technology plan to determine appropriate number and type of workstations, patron access technologies, automated circulation, and wireless applications.

E. Analysis of Program

1. Analyze the academic and physical programs to evaluate the objectives of each component.
2. Document inconsistencies and conflicts.
3. Through interactive meetings and/or workshops with the constituent groups and consultants establish a consensus of overall program objectives.

F. Program Refinement

1. Refine Program to reflect resolution of problematic aspects.
2. Document program goals, facts, and concepts.

3. Review the Program with constituents and consultants to establish a consensus of successfully meeting the program objectives.
4. Revise program, square footages and Project Budget. Provide updated information for stacking, adjacencies & flow diagrams.

G. Product

1. Summary of Space Needs data:
 - Approved Space Needs Assessment (areas, occupancies, and projected utilizations) balanced against Project Budget.
 - Stacking, Adjacencies and Flow Diagrams.
 - Detailed Room Data Sheets.
 - Local Site Plan depicting any exterior space needs and development factors.
 - Diagrammatic block plans as appropriate.

3. Conceptual Planning and Cost Modeling

Based on the Space Needs Assessment, the architectural team will develop up to (3) conceptual design options for program test-fit. Each option will also be accompanied by a conceptual level budget for comparison purposes. The architectural team will work with the constituent groups to determine how the alternatives should be developed at the start of the work. The goal of this process is to be able to make accurate decisions in balancing the first costs of the project with current needs and future goals.

Once these options are developed, the architectural team will hold a workshop with the constituent groups to review the concepts and actively participate in establishing priorities to serve as a basis for developing the Preferred Option and an appropriate development strategy.

A. Product

1. Up to three Conceptual Design options.
2. A conceptual level budget for each option for comparison purposes.
3. Documentation of the Preferred Option.
4. Detailed Project Program.

The findings and conclusions resulting from the tasks and activities described in #1-3 above will be summarized in The Detailed Project Program (DPP), a final report for the Programming and Pre-Design Phase which contains:

- Summary of options studied and associated costs, phasing, and pros-cons as applicable
- Building plans, elevations, sections or 3-Dimensional models illustrating the conceptual design of the Preferred Option
- Updated Program for Preferred Option
- Building evaluation / Systems narratives in response to the Preferred Option
- Proposed Project Budget of the Preferred Option

4. Conceptual Planning and Cost Modeling

- A. Provide the services outlined above on an hourly basis not to exceed
- B. Reimbursable expenses are included in the hourly billable rate.
- C. Services will be invoiced monthly for services completed the previous month.
- D. The following are the anticipated breakdown totals for the services; payment will be made for actual hours spent.

Ratcliff's Fee

Principal-in-Charge	92 Hrs	x	\$216	\$19,872
Senior Project Manager	91 Hrs	x	\$168	\$15,288
Project Architect/Job Captain	160 Hrs	x	\$136	\$21,760
Project Staff	163 Hrs	x	\$110	\$17,930

Total Ratcliff's Fee:

\$74,850

Consultant Fee

Meyer + Silberberg (landscape architect) Fee:	\$1,500
LCS (library planning consultant) Fee:	\$21,000
Forell Elsesser (structural engineer) Fee:	\$6,000
Gayner Engineers (MEP/FP) Fee:	\$15,000
Smith, Fause & McDonald (telecom) Fee:	\$4,800
Davis Langdon (cost estimator) Fee:	\$6,300
Sub-Total Consultant Fees:	\$54,600
Consultant Markup 10%:	\$5,460

Total Consultant Fee:

60,060

TOTAL FEE for Pre-Design Programming Phase

\$134,910

Title: Revision #5 to Design Professional Agreement
Vendor: Salas O'Brien Engineers, Inc.
Agreement Date: August 4, 2009
Campus: Foothill College
Project Number: 135
Project Name: Utility and Technology Infrastructure Upgrades, Phase 1
Amount: \$36,500
For: Professional consulting services for electrical substructure changes as requested by PG&E and the District; new lighting design as requested by the District; and assistance in coordinating this project with other campus projects in progress.

The funding is included in the current budget.

Action Requested: Ratification

Revision #5 to PO#MC100391

Revision#5 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 6, 2012

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 include: Design and C/A for PG&E substructure related changes, transformer redundancy changes, and new outdoor lighting, reviews of Building 1000 renovation project loads with new chiller, and review of future Data Center footing with new Telecom Manhole.
- II. Modify ARTICLE 11.1 COMPENSATION FOR SERVICES as follows. Increase the lump sum amount for Basic Services by **\$36,500** resulting in a total amount for Basic Services of **\$760,780**. The fee break down 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		\$102,600
Rev #3 – Additional CA Responsibilities		\$68,890
Rev #4 – PG&E Conduit Underground Infrastructure Design & Coordination		\$4,200
Rev #5 – Electrical substructure changes, lighting, and project to project coordination		\$36,500
Subtotal of Basic Services		\$760,780

Additional Basic Services (lump sum)	Fees
Survey utility tunnels to determine "most constructible"	\$5,680
HHW and CHW piping options 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	\$855,120

COMPENSATION SUMMARY:

Original PAA value including Reimbursables:	\$344,963
Net change in contract value due to Prior Revisions:	\$473,657
Change in contract value due to this Revision 44:5	\$36,500
New contract value including this amendment and Reimbursables:	\$855,120

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

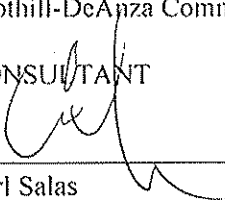
Amendment agreed to by:

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.

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Title: Change Order #8

Vendor: Taber Construction

Agreement Date: December 22, 2010

Campus: Foothill College

Project Number: 135

Project Name: Utilities Infrastructure Upgrades Phase 1

Amount: (\$ 81,098.00) credit

For: Credits for three allowances within the contract that were only partially used; repairs to and restoration of existing landscaping, payment to the Contractor of premium time labor rates to meet a date rescheduled by PG&E; and additional balancing of new mechanical equipment as directed by Engineer.

This change plus all previously approved change orders equal to 2.2% of the base contract value. Funding for this change is included in the Project budget.

Action Requested: Ratification

Prime Contract Change Order

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

Date: 1/20/2012
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number 01-111129
Architect's
Contract Date: 1/3/2011
Contract Number: 001
Change Order Number: 008

The Contract is hereby revised by the following items:

CHANGE ORDER #08 - FEBRUARY 06 2012 BOT

PCO	Description	Amount
055	DEDUCTIVE - Remaining ALLOWANCE #02 Conduit Repairs	\$(44,948)
056	DEDUCTIVE - Remaining ALLOWANCE #04 Temporary Power	\$(43,533)
057	DEDUCTIVE - Remaining ALLOWANCE #05 Unforeseen Conditions	\$(2,532)
066	[TPCO #050] Premium Time to meet Rescheduled Date for Energization as required by PG&E	\$1,598
067	[TPCO #060] RFI #122 Repair Existing Controls Equipment at Boiler Rooms as requested by District	\$1,371
068	[TPCO #061] RFI #123 Additional Landscaping Restoration as requested by District	\$2,858
069	[TPCO #062] RFI #122 Boiler Technician Repair at Boiler Rooms as requested by District	\$2,787
070	[TPCO #063] A/E Observation Report #10 - Adjustments to Set New & Existing Expansion Tanks	\$1,301

The original Contract Value	\$4,616,000
Sum of changes by prior Prime Contract Change	\$181,667
The Contract Value prior to this Prime Contract Change Order	\$4,797,667
The Contract Value will be changed by this Prime Contract Change Order in the amount	\$(81,098)
The new Contract Value including this Prime Contract Change Order will	\$4,716,569
The Contract duration will be changed	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order	12/9/2011

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

Salas O'Brien Engineering

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

By Bret Taber

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

Title: Change No. 1 to Agreement for Services
Vendor: RBF Consulting
Agreement Date: December 6, 2011
Campus: Foothill College / Educational Center at Onizuka Air Force Station
Project Number: 801
Project Name: Property Acquisition
Amount: \$3,800
For: Assistance in preparation of documents for the Department of Education as needed for the Public Benefit Conveyance for the Onizuka Air Force Station property.

The funding for this change is included in the current budget.

Action Requested: Ratification

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

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 7th day of February, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and RBF CONSULTING hereinafter called "Contractor."

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

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

NONE

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

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
RBF CONSULTING

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)

Prepare Department of Education's Environmental Questionnaire, including a draft document for District review and final document for submittal to DOE.

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

Hourly not to exceed \$3,800.00 in accordance with RBF Consulting's Scope of Work dated January 9, 2012.

ORIGINAL AGREEMENT AMOUNT \$ 57,590.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 3,800.00

NEW TOTAL AGREEMENT AMOUNT \$ 61,390.00

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

In any event, the total payment for services of contractor shall not exceed \$ 61,390.00
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

III. Term of 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 6 20 13.

Bill Wiseman
Authorized Contractor Signature

1/11/12
Date

Print name Bill Wiseman, Vice President

RBF CONSULTING

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: Executive Director

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

2/6/2012

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000.