

**Board of Trustees Agenda Item**

**Board Meeting Date:** May 7, 2012

**Title of Item:** Measure C Consent

**Background and Analysis:**

The aggregate of these items is: \$283,920.89

**De Anza College –**

- A) Allana Buick and Bers, Inc. – Revision #1 to Project Authorization Amendment #10 – Window Replacement Campus-Wide - \$7,793
- B) Cleary Consultants, Inc. – Revision #2 to Agreement – Mediated Learning Center - \$20,000
- C) Joseph J. Albanese Inc. – Change Order #6 – Combined Site Improvements Phase I - \$82,105
- D) Noll & Tam Architects – Revision #1 to Project Authorization Amendment #5B to Master Agreement – ATC - \$30,691
- E) Sandis – Revision #4 to Project Authorization Amendment #D02 – Combined Site Improvements Phase I - \$8,420
- F) Sundt Construction, Inc. – Change Order #12 – Mediated Learning Center - \$82,798
- G) Measure C Project List Revision – De Anza Project Name Change – Perimeter Road and Mediated Learning Center - \$0

**Foothill College –**

- H) Cleary Consultants, Inc. – Change #2 to Agreement – Parking and Circulation - \$16,760
- I) Hoi's Construction, Inc. – Change Order #3 – New Press Box - \$23,646.89
- J) Ratcliff Architects – Change #15 to Agreement – Physical Sciences and Engineering Center - \$4,147
- K) Ratcliff Architects – Revision #1 to Agreement – Print Shop and Plant Services - \$0
- L) Ralph Larsen & Son, Inc. – Change Order #6 – Smithwick Theater - \$7,560

**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/approval 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 Project Authorization Amendment #10  
Vendor: Allana Buick and Bers, Inc.  
Agreement Date: August 31, 2010  
Campus: De Anza  
Project Number: 227  
Project Name: Window Replacement Campus-Wide  
Amount: \$ 7,793  
For: Additional Construction Administration services required to meet additional proof testing requirements of windows. The construction administration required is beyond the original scope of services.  
Funding for this revision is available within the current project budget.

Action Requested: Approval

**Revision Number 1 to Project Authorization Amendment #10  
Between Foothill-De Anza Community College District  
And Allana Buick and Bers, Inc.**

Revision Number 1 to PAA #10 dated August 31, 2010 between Foothill - De Anza Community College District and Allana Buick and Bers Inc. for Construction Administration Services for the De Anza College Measure C – Bond Project #227 Window Replacement – Campus Wide.

REVISION DATE: May 8<sup>th</sup>, 2012

SCOPE OF WORK: Provide additional construction administration services as required for additional proof testing of windows. This includes multiple construction and teardown of testing apparatus, observations and preparation of field logs and testing analysis and reporting of results. This revision incorporates responding to RFI's with appropriate technical answers, additional site visits and field meetings with contractor, and correspondence with project manager.

COMPENSATION:

Original contract value:	\$ 62,050
Net change in contract value due to this revision:	\$ <u>7,793</u>
New contract value including this revision:	\$ 69,843

All other contract terms to remain in place per the Master Agreement and Project Assignment Amendment referenced above.

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Charles Allen**

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

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*President*

Allana Buick and Bers Inc.

Title: Revision #02 to Agreement for Services  
Vendor: Cleary Consultants, Inc.  
Agreement Date: December 6, 2010  
Campus: De Anza College  
Project Number: 261  
Project Name: MEDIATED LEARNING CENTER  
Amount: \$20,000  
For: The scope for this change includes additional geotechnical testing, inspection, observation and reporting services not included in the original contract.

Specific scope is as follows:

1. Subgrade and base rock compaction for exterior flatwork including additional flatwork improvements around the Cottage building and trench backfill and compaction for the east utility corridor sanitary sewer repair.
2. Submittal of DSA Form 293 with a letter summarizing the results of the construction testing and observation services for the project.

Pricing for this revision is based on Cleary Consultants, Inc's proposal for additional services dated April 20, 2012. Funding for this revision is available within the current project budget.

Action Requested: Approval

Foothill-DeAnza Community College District Change No. 02  
To Agreement/Purchase Order No. MC111022

CHANGE NO. 02 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 May, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Contractor."

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

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

None

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)

The scope for this change includes additional geotechnical testing, inspection, observation and reporting services for the Mediated Learning Center project.

Specific scope is as follows:

1. Subgrade and base rock compaction for exterior flatwork including additional improvements around the Cottage building and trench backfill and compaction for the east utility corridor sanitary sewer repair.
2. Submittal of DSA Form 293 with a letter summarizing the results of our construction testing and observation services for the project.

Pricing for this revision is based on Cleary Consultants, Inc's proposal for additional services dated April 20, 2012.

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

Standard payment terms apply. Original contract start date of 12/6/2010 and contract end date of 12/5/2012 are unchanged by this revision.

ORIGINAL AGREEMENT AMOUNTS	\$	28,800
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO.	\$	8,000
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO.	\$	20,000
NEW TOTAL AGREEMENT AMOUNTS	\$	56,000

Foothill-DeAnza Community College District Change No. 02  
To Agreement/Purchase Order No. MC111022

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

Title: Prime Contract Change Order # 06  
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: \$ 82,105  
For: Prime Contract Change Order #06 revises the original contract sum between the District and Joseph J Albanese, Inc for the following changes:

Repairs to Historic Benches at the Sunken Garden; Temporary barriers to Balustrade Wall at the Sunken Garden to safely open the area for public use.

This Change Order also includes a final settlement between JJA and their subcontractor - Rosendin Electric and the District for all unforeseen underground utility and electrical conflicts.

The total Change Orders to date represent 13.28% 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: 5/7/2012

**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: 006

The Contract is hereby revised by the following items:

PCO	Description	Amount
122	Additional pull boxes required by the project - ADDC	\$37,338
127	RFI #142 - Deduct for not installing conduits and Chirly Boxes in Sunken Garden - OD	\$(770)
130	Additional locating throughout the project - FC	\$12,878
142	Add Comm and Power Conduits to Sunken Garden Vault - ADDC	\$8,249
152	Upsize wire and Breaker for Tesco Panel - OD	\$3,270
164	Relocate and Reinstall Historic Benches in the Sunken Garden due to relocating during soils investigation/off haul - FC	\$8,712
165	Provide temporary barriers around the Sunken Garden Balustrade Wall - OD	\$3,761
168	Remaining project acceleration work - OD	\$8,667

This Change Order includes a Global Settlement between JJA/Rosendin Electric and the Owner for all unforeseen underground utility conflicts.

The original Contract Value was.....	\$4,605,000
Sum of changes by prior Prime Contract Change Orders.....	\$529,552
The Contract Value prior to this Prime Contract Change Order was.....	\$5,134,552
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$82,105
The new Contract Value including this Prime Contract Change Order will be.....	\$5,216,657
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

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

College Approval

By Letha Jeanpierre

Signature \_\_\_\_\_

DATE \_\_\_\_\_

Title: Revision 1 to PAA 5B to Master Agreement

Vendor: Noll & Tam Architects

Agreement Date: December 06, 2007

Campus: De Anza College

Project Number: 245

Project Name: ATC

Amount: \$ 30,691

For: Basis of Additional Professional Services: Professional fees were based on Design-Bid-Build Delivery method which has been changed to a Lease-Leaseback Delivery method. Additional fees are requested to include participation by Noll & Tam in the RFQ/RFP process of Contractor selection and developing a GMP with the selected LLB contractor, for fees for the engineering and cost consultants to review Contractor's qualifications packages and proposals, and for assistance in review of contractor cost and scope refinement to be able to guarantee the contractors GMP is complete.

Costs for these added services are available in the current budget.

Action Requested: Approval

## REVISION # 1 to PAA-5B between Noll & Tam and FHDA dated 4/6/2012

### SCOPE OF WORK:

This negotiated agreement establishes total compensation for all additional design related services for project 1475-245 noted below.

#### Revision 1:

- 1) Project delivery approach has changed from Design Build Delivery to a Lease-Lease Back Delivery. Additional services include participation by Noll & Tam in the RFQ/RFP process of Contractor selection and developing a GMP with the selected LLB contractor.
- 2) Additional services include fees for the engineering and cost consultants to review Contractors' qualifications packages and proposals, and assistance in reviews of contractor cost and scope refinement to be able to guarantee the contractors GMP. Meeting attendance for these consultants in the LLB contractor selection process is not included in this proposal, however previously approved fees for these consultants during the bid period are minimal and are intended to provide response to bidder RFI's and any associated addenda.
- 3) Although the bidding process has changed, the costs added in this revision (PAA-5B Rev1), supplement currently agreed upon services.

4) <u>Original contract value:</u>	\$ 949,908
New change in contract value from previous revisions	\$ 949,908
Contract value prior to this revision:	\$ 949,908
Net change in contract value due to this revision:	\$ 30,691
New contract value including this revision:	\$ 980,599

### SCHEDULE:

Completion date can be extended, at no additional cost, by mutual agreement for up to two additional six month periods.

Revision agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

### DESIGN PROFESSIONAL

Noll and Tam

By: \_\_\_\_\_

Chris Noll, Vice-President

# PAA 05B: Advanced Technology Center (ATC) Revision 1: Additional Pre-Construction Services

De Anza College  
(N&T Project No. 02913)  
REV 4/6/2012

## PROFESSIONAL FEE SUMMARY - ADDITIONAL SERVICES

Contractor Qualification, Selection and Proposal Review		Total Fee
1.	Architectural	\$12,530
1.	BMR - Cost Consulting	\$7,095
2.	Thornton Tomasetti - Structural Engineer	\$2,200
3.	ATCE - Mechanical and Electrical	\$4,950
4.	Charles Salter Associates - Telecom, Security and A/V	\$3,916
TOTAL - To be billed on a Time & Materials basis NTE		\$30,691

### Basis of Proposal

1. The District has requested that Noll & Tam participate in the selection of a Contractor to construct the ATC project using a Lease/Leaseback delivery method. Previously-approved fees for Noll & Tam were intended to cover attendance of one Pre-Bid conference, response to bidder RFI's and preparation of any associated addenda, including processing of addenda through DSA. Services requested by the District associated with evaluation of Contractors' qualifications, review of multiple proposals, and interviews were not included in the originally-approved fee.
2. This proposal includes additional fees for the engineering and cost consultants to review selected Contractor's proposal. Previously-approved fees for these consultants during the bid period are minimal and are intended to provide response to bidder RFI's and any associated addenda.
3. This proposal does NOT include any additional fees for Noll & Tam to review selected Contractor's proposals. Similar to the services covered by the previously-approved fee for bid phase services, this work is understood to include response to Contractor RFI's, as well preparation and processing of any addenda through DSA.
4. The Construction Documents are substantially complete and have been submitted to DSA for review. This Additional Service Request may include minor revisions and clarifications for constructability. Fees to execute Contractor-initiated design changes, including substantive or extensive revisions to the Construction Documents, are not included in this proposal.

NOLL & TAM FEE BREAKDOWN			Hours/Rate	
Task Description	Prin	PM	Tech.	
	\$155	\$120	\$110	
				Total \$

1. Contractor Qualification, Selection and Proposal Review					
A.	Review and rank Contractor Qualifications packages (10 max)	20	4	0	\$3,580
B.	Shortlist Work Session with District	8	0	0	\$1,240
C.	Review Proposals from Shortlisted Firms (6 max)	24	4	0	\$4,200
D.	Interviews (6 max)	12	0	0	\$1,860
E.	Pre-Award Worksession with District	6	6	0	\$1,650
F.	Worksession with selected Firm (1 full day)	0	0	0	\$0
Total:					\$12,530

Title: Revisions #4 to PAA D02  
Vendor: Sandis  
Agreement Date: December 15, 2008  
Campus: De Anza College  
Project Number: 274  
Project Name: COMBINED SITE IMPROVEMENTS PHASE I  
Amount: \$ 8,420  
For: Professional Services including: Additional Construction Administration  
Services required by project acceleration; Additional Site Observations.

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

Action Requested: Ratification

**Revision #4 to Project Authorization Amendment (PAA) # D02 dated June 21, 2011 to  
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and  
SANDIS, dated December 15, 2008.**

Revision #4 to PAA #D02 made as of the 7<sup>th</sup> day of May in the year Two Thousand & Twelve

**Assigned Project Description:**

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

**1. Revision to Basic Services and Scope of Work:**

**Project Authorization Amendment (PAA) # D02, scope of work remains unchanged, with the exception of the scope of work identified in Revision #4 of PAA D02.**

Revision #4 to PAA # D02 for this project includes the following Additional Service Request (ASR):

1. ASR dated February 23, 2012 – Additional Construction Administration Services for landscape design services as follows: \$8,420
  - Construction Administration Services thru extended project completion
  - Additional Site Observations and review/approval of required submittals above and beyond initial anticipated scope
  - Revision of drawings to accommodate field changes

**2. Revised Consultant Compensation:**

The Project Authorization Amendment D02, Revision 4 Contract Price for the Consultant Services shall be revised based upon the following:

***ITEM #1 – LUMP SUM CONTRACT PRICE***

*The Contract Price for the Consultant Services is revised to a lump sum of Eight Thousand Four Hundred Twenty dollars; \$8,420*

Master Agreement PAA D02:	\$ 79,008
Revision #1:	\$ 60,000
Revision #2:	\$ 22,000 (T&M, Not to Exceed)
Revision #3:	\$ 71,966
Current Agreement:	\$232,974
Revision #4:	\$ 8,420
<b>Maximum Revised Agreement:</b>	<b>\$241,394</b>

**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 three month periods, from the date of Revision #4 to PAA D02.

<b><u>Activity</u></b>	<b><u>Finish</u></b>
Construction Phase	02/2/2012
Closeout Phase	09/02/2012

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

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

**DISTRICT**

Foothill – DeAnza Community College District  
A California Community College District

By: \_\_\_\_\_

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

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

**CONSULTANT**

Sandis

By: \_\_\_\_\_

Ken Olcott, Principal

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



Title: Prime Contract Change Order #12

Vendor: Sundt Construction, Inc.

Agreement Date: December 17, 2010

Campus: De Anza College

Project Number: 261

Project Name: MEDIATED LEARNING CENTER

Amount: \$82,798

For: PCCO #12 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). This change is for the following scope:

Architect directed changes to the exterior deflection joint waterproofing details, revised classroom AV monitor mounts, modify classroom instructional podium dimensions for proper installation, and add aluminum trim for closure at interior terra cotta edges.

Owner directed changes including new dimmer rack at the TRG TV Studio for reduced operational downtime, revisions to TRG studio broadcast console and flat panel wall box location to accommodate Group-II equipment, revise AV casework locks to ETS standards, change Anthropology display cases in atrium for increased visual area, to accommodate Group-II equipment

This change Includes a 19-day schedule extension to the construction schedule for excusable (weather, power outage) and compensable (design revisions at mechanical shafts) delays.

Total Change Order spending to date, including this change, is less than 1% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Approval



## Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 5/7/2012

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: 012

The Contract is hereby revised by the following items:

PCO	Description	Amount
061	Bulletin #61.1 / COR 77 - Revise waterproofing detail at exterior structural deflection joints to ensure detail effectiveness and longevity. Architect directive.	\$11,546
071	Bulletin #69 / COR 97 - Revise audiovisual details at rear of classrooms to accommodate a larger flat panel monitor and additional cameras for future use. Owner directive.	\$3,210
087	COR 42 - Add (1) calendar day of excusable delay to the construction schedule for power outage on 11/15/2011.	\$0
115	Bulletin #101 / COR 95 - Procure TV Studio Dimmer Rack to facilitate efficient commissioning and minimize downtime to TRG operations. Owner Directive.	\$11,243
119	Bulletin #90 / COR 87 - Revise classroom podium depth to facilitate initial installation and future removal. Architect directive.	\$369
120	Bulletin #117 / COR 85 - Revise TRG master control room console rack to accommodate revised Group-II switch and control panel. Owner directive.	\$2,331
124	Bulletin #103 / COR 92 - Add aluminum trim closure at interior terra cotta wall edges. Architect directive.	\$3,757
127	Bulletin #76 / COR 93 - Revise AV casework locks to ETS standard. Owner Directive.	\$749
129	COR 11 - Add (1) calendar day of excusable delay to the construction schedule for excess weather days beyond rain-day allowance for March 2012. Field Condition.	\$0
130	Bulletin #78 / COR 94 - Revise Anthropology department atrium display casework for increased display area. Owner directive.	\$6,937
133	RFI 569.1 / COR 96 - Relocate flat panel wall box in Room 243 to accommodate FF&E requirements. Owner directive.	\$1,567
144	Bulletin #53 / COR 66R1 - Add (17) compensable calendar days to the project schedule for delay associated with revised mechanical shaft & coil details. Both project milestones #1 and #2, are changed by the extension. Architect directive.	\$41,089

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$246,890
The Contract Value prior to this Prime Contract Change Order was.....	\$35,229,245
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$82,798
The new Contract Value including this Prime Contract Change Order will be.....	\$35,312,043
The Contract duration will be changed by.....	19 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/3/2012

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.

**PCCO -**

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

Ratcliff Architects

ARCHITECT  
5856 Doyle Street  
Emeryville, CA 94608

Address

By Mike Matson

SIGNATURE

DATE

Sundt Construction, Inc.

CONTRACTOR  
2860 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: Measure C Project List Revision - De-Anza Project Name Changes  
Vendor: N/A  
Agreement Date: N/A  
Campus: De Anza College  
Project Number: 248 and 261  
Project Name: Perimeter Road and Mediated Learning Center  
Amount: No Change  
For: Project Name Change

De Anza Project Name Change includes the following actions:

- Project 248 Perimeter Road. The new name for the project will be Campus Drive. This name correctly reflects the property to be improved. There is no change to Budget.
- Project 261 Mediated Learning Center. The new name for the project is Media & Learning Center. This name reflects the academic goals and program of the building. There is no change to Budget.

Action Requested

Approval

# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description		Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
<b>Projects related to Technology Master Plan</b>					
<b>Furniture and Equipment (excluding Tech related Equipment)</b>					
701 De Anza		22,135,612	22,135,612	-	
601 Foothill		15,963,009	15,963,009	-	
<b>Total Instructional Equipment (Excluding Technology related equipment)</b>		<b>38,098,621</b>	<b>38,098,621</b>	-	
<b>Technology related equipment</b>					
<b>De Anza</b>					
711 Desktops		14,971,179	14,971,179	-	
712 Printers		1,881,026	1,881,026	-	
713 Refresh Multi media rooms		1,999,215	1,999,215	-	
714 New multi media, then refresh		2,116,816	2,116,816	-	
715 AV/Low Tech		322,661	322,661	-	
<b>Foothill</b>					
611 Desktops		11,066,606	11,066,606	-	
612 Printers		535,620	535,620	-	
613 Refresh Multi media rooms		1,152,489	1,152,489	-	
614 New multi media, then refresh		3,034,102	3,034,102	-	
615 AV/Low Tech		147,742	147,742	-	
<b>District</b>					
430 Desktops		1,094,500	1,094,500	-	
431 Printers		52,973	52,973	-	
<b>District ETS</b>					
301 Phone equipment		2,978,797	2,978,797	-	
310 Network and Security		3,707,924	3,707,924	-	
320 Consultants spec network routers		262,642	262,642	-	
330 Labor to refresh computers		1,764,013	1,764,013	-	
340 Labor to install network equip/routers etc		705,605	705,605	-	
350 Replace ERP		11,964,758	11,964,758	-	
360 Server refresh		2,022,970	2,022,970	-	
370 Server growth		156,801	156,801	-	
380 Pay off existing loan		-	-	-	
454 390 Wireless Infrastructure		866,043	866,043	-	
209 391 Wireless Infrastructure- Phase II & III		935,794	935,794	-	
<b>Total Technology Related Equipment</b>		<b>63,740,276</b>	<b>63,740,276</b>	-	
400 District vehicles		3,762,940	3,762,940	-	
<b>Total Technology, Instructional Equipment and Vehicles</b>		<b>105,601,837</b>	<b>105,601,837</b>	-	

# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description	Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
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## Projects related to Facilities Master Plan

### Large Capital Projects Foothill

160	North slope - Science Bldg Physical Sciences & Engineering Center - 56,985 GSF	60,015,002	60,015,002	-
160	Group II Equip	1,819,229	1,819,229	-
162	Parking and Circulation (Parking Structure)	7,049,105	7,049,105	-
172	Environmental Impact Report (EIR)	400,000	400,000	-
171	Loop Road Re-Alignment & Pedestrian Safety Improv.	1,795,000	1,795,000	-

### Total Large Cap Foothill

71,078,336	71,078,336	-
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### De Anza

261	Mediated Media & Learning Center CH-54,593 GSF	52,946,566	52,946,566	- Project Name change
261	Group II Equip	2,066,272	2,066,272	-
265	Parking and Circulation (Parking Structure)	-	-	-
272	Environmental Impact Report (EIR)	43,233	43,233	-

### Total Large Cap De Anza

55,056,071	55,056,071	-
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### District

403	Data Center "C" District Office/Data Ctr/Renovation	10,658,723	10,658,723	-
403	Group II Equip	1,615,794	1,615,794	-

### Total Large Cap District

12,274,517	12,274,517	-
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### Property Acquisition

38,000,000	38,000,000	-
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### Total Large Capital Projects

176,408,925	176,408,925	-
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## Projects related to Maintenance & Renovation

### "Scheduled Maintenance" (District match & state supported projects)

100	Foothill	8,434,335	8,434,335	-
200	De Anza	5,200,357	5,200,357	-
	Total "Scheduled Maintenance"	13,634,692	13,634,692	-

### Renovation Projects - "E" Completion - 5 year time line

# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description		Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
Foothill					
101	Forum	3,912,855	3,912,855	-	
102	Biology (Future Home of Adaptive Learning)	-	-	-	
103	Convert to Adaptive Learning Center	-	-	-	
104	General Classrooms	-	-	-	
105	Modernization of Learning Support Center, Biology and General Classrooms Convert to Learning Support Center	11,965,944	11,965,944	-	
106	Modernization of Building 5700 Radio Station (Ornamental Horticulture)	816,568	816,568	-	
163	LA Division Office/Classrooms	490,611	490,611	-	
107	Language Lab	-	-	-	
108	General Classrooms	-	-	-	
109	Physical Education Lab Space	1,410,179	1,410,179	-	
110	LA General Classrooms	3,150,779	3,150,779	-	
111	Swing Space	1,688,216	1,688,216	-	
112	Modernization of Administration Building and General Classrooms Administration Building	7,673,572	7,673,572	-	
114	Lot 2 & 3 Security Improvements	-	-	-	
116	Japanese Cultural Center	133,294	133,294	-	
117	Renovate Existing Footbridge	253,693	253,693	-	
118	Storage Bldg at Swim Pool Area	195,440	195,440	-	
119	Tennis Court Improvements	-	-	-	
120	Smithwick Theater	4,912,217	4,912,217	-	
121	Library & ISC	5,037,562	5,037,562	-	
122	TV Center	-	-	-	
142	Reconstruct Soccer and Softball and Baseball Fields-Complex	4,574,799	4,574,799	-	
151	Wireless Infrastructure	-	-	-	
153	Dental Hygiene/Radiology Renovation (Replace Dental Chairs Building-5300)	254,814	254,814	-	
147	Ornamental Horticulture & Veterinary Technology Demo Ornamental Horticulture	182,567	182,567	-	
148	Veterinary Technology	-	-	-	
149	Choral Rehearsal Hall	150,002	150,002	-	
Total Foothill Renovation Projects		46,773,112	46,773,112	-	
De Anza					
201	Renovation of Television Studio A8	599,888	599,888	-	
202	Renovation of Data Center	378,717	378,717	-	
203	Conversion of Old Bookstore Baldwin Winery & East Cottage "Historic Renovation"	6,462,531	6,462,531	-	
204	PE Quad Breezeway	-	-	-	
205	Renovate Seminar Building & Multicultural Center	5,033,431	5,033,431	-	
206	Stadium and Track	7,621,253	7,621,253	-	
207	Demolition of Staff House	-	-	-	
208	Phase II - Renovation of A9	-	-	-	
213	East Cottage "Historic Renovation"	-	-	-	
214	Renovation & Addition to Corporation Yard	3,402,709	3,402,709	-	
216	Learning Center Library	3,839,743	3,839,743	-	
BndMstrList_05_07_12 FHDA.Draft.xlsx					

# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description		Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
218	Signage and Wayfinding	826,548	826,548	-	
219	Irrigation - Branches			-	
220	Landscaping Phase II			-	
221	Campus Exterior Lighting Phase II			-	
222	Resurface Parking Lots E & I			-	
228	CDC Playground Maintenance & Upgrade Shade Structure	439,291	439,291	-	
229	Environmental Studies Area	405,356	405,356	-	
230	Sunken Garden			-	
235	Repair Stone Pavers in Court Yards			-	
245	Renovation of ATC	10,722,404	10,722,404	-	
248	Perimeter Road Campus Drive	605,231	605,231	-	
249	Renovate Baseball & Softball Fields			-	
250	ADA Transition Plan			-	Project Name change
255	Renovation and Expansion of Auto Technology	4,064,329	4,064,329	-	
256	Reconfiguration of Campus Center Basement Phase II	2,283,675	2,283,675	-	
258	Reconfiguration of Multicultural Center			-	
259	Renovation of Admin. Phase II			-	
263	Swing Space	1,577,207	1,577,207	-	
247	Install Roof on G Wing Building	1,124,245	1,124,245	-	
271	Forum Renovation of Forum Building	2,155,798	2,155,798	-	
210	Asphalt Walks			-	
211	L-Quad Seating	158,918	158,918	-	
212	Master Landscaping (Phase I)			-	
215	Signage (Phase I)	671,069	671,069	-	
224	Campus Site Lighting (Phase I)	662,686	662,686	-	
225	Campuswide Electronic Locks	665,500	665,500	-	
274	Combined Site Improvements	9,672,710	9,672,710	-	
Total De Anza Renovation Projects		63,373,240	63,373,240	-	
Total Renovation Projects		110,146,352	110,146,352	-	
Maintenance Projects - "E" Completion - 5 year time line					
123	Foothill				
	Campus Wide Building System & Infrastructure	620,727	620,727	-	
124	Repairs/Upgrades Campus Wide Replacement of Exterior and Interior Finishes			-	
125	Loop Road Lighting & Safety	11,033	11,033	-	
126	ADA Transition Plan	1,203	1,203	-	
127	Lot 4			-	
128	Lot 5 & 6	11,459	11,459	-	
129	Complete Lot 1H			-	
130	Mainline Irrigation - Phase II	158,942	158,942	-	
131	Utility Lids - Phase II	572,117	572,117	-	
132	Exterior Lighting			-	
133	Loop Road Resurfacing	926,530	926,530	-	
134	Campus Fountains			-	
135	Exterior Signage	351,451	351,451	-	
	Utility and Technology Infrastructure	8,758,324	8,758,324	-	



# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description		Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
136	Replace Storm Drains	-	-	-	
137	Tree Maintenance and Replacement	-	-	-	
138	Slurry Coat and Re-stripe Lots 2 & 3	-	-	-	
139	Widen Access Road to PE	-	-	-	
141	Bird Remediation	231,633	231,633	-	
143	Replace Walkways	106,320	106,320	-	
144	Central Campus Site Improvements	11,112,692	11,112,692	-	
161	Fire Alarm System Replacements Phase II	1,629,162	1,629,162	-	
174	Fire Alarm System Replacements Phase III	1,000,000	1,000,000	-	
<b>Total Foothill Maintenance Projects</b>		<b>25,491,594</b>	<b>25,491,594</b>	<b>-</b>	
<b>De Anza</b>					
204	PE Quad Breezeway	-	-	-	
218	Signage and Wayfinding	-	-	-	
219	Irrigation - Branches	-	-	-	
220	Landscaping Phase II	-	-	-	
221	Campus Exterior Lighting Phase II	-	-	-	
222	Resurface Parking Lots E & I	-	-	-	
226	Campus Wide Replacement/Repair of Interior and Exterior Finishes	1,314,896	1,314,896	-	
228	CDC Playground Maintenance & Upgrade Shade Structure	-	-	-	
229	Environmental Studies Area	-	-	-	
230	Sunken Garden	-	-	-	
233	Slip Line Storm Drain Main Lines	-	-	-	
235	Repair Stone Pavers in Court Yards	-	-	-	
236	Repair Tile Roofs	5,442,768	5,442,768	-	
238	Slurry Seal Lots A, B, and Flint Center Parking Garage	-	-	-	
239	Refinish Exterior of Flint Center Parking Garage Flint	5,238,127	5,238,127	-	
241	Parking Structure Repairs	14,854,708	14,854,708	-	
242	S2-S6 Phase II - Utility Master Plan - Phase I	-	-	-	
248	L5 Central Plant	-	-	-	
250	Perimeter Road-Campus Drive	-	-	-	
252	ADA Transition Plan	-	-	-	
264	Elevator Upgrades - Campus Wide	855,795	855,795	-	
227	Fire Alarm System Replacements Phase II	284,997	284,997	-	
273	Window Replacement Campus-wide	1,563,101	1,563,101	-	
	PE-Quad Roof and Trellis Repair: PE1-2-6 and S7-8	1,562,599	1,562,599	-	
<b>Total De Anza Maintenance Projects</b>		<b>31,116,991</b>	<b>31,116,991</b>	<b>-</b>	
<b>District</b>					
401	Grounds and Landscaping	-	-	-	
402	Repairs & Resurfacing of Roads & Parking	572,692	572,692	-	
<b>Total District Maintenance Projects</b>		<b>572,692</b>	<b>572,692</b>	<b>-</b>	
<b>Total Maintenance Projects</b>		<b>57,181,277</b>	<b>57,181,277</b>	<b>-</b>	

# Measure C Project List 05/07/2012 Board Meeting

Category/Project Description		Totals Apr 02, 2012	Revised Totals May 07, 2012	Differential	Reason for Adjustment
<b>Small Capital Projects - 5 year time line</b>					
113	Footfill				
115	Reconstruction of Stadium Bleachers & Press Box.	1,778,215	1,778,215	-	
154	Fine Arts Scene Shop EAPPS-Complex	1,378,567	1,378,567	-	
155	Install Photovoltaic Arrays - Campus Wide	11,807,335	11,807,335	-	
173	Pedestrian Bridge Lot 1	-	-	-	
	Print Shop and Plant Services Facility	2,000,000	2,000,000	-	
	<b>Total Foothill Small Cap Projects</b>	<b>16,964,117</b>	<b>16,964,117</b>	<b>-</b>	
<b>De Anza</b>					
209	Wireless Infrastructure- Phase II & III	-	-	-	
217	Secured bicycle storage for students	227,117	227,117	-	
223	Construct Parking Lot K	-	-	-	
251	Install Photovoltaic Arrays - Campus Wide	11,693,963	11,693,963	-	
253	ATC Central Plant Sound Attenuation Center-New Amphitheater/Euphrat-Garden	709,111	709,111	-	
254	Construct New Covered Gathering Area	-	-	-	
257	Financial Aid Outreach Office	-	-	-	
260	Construct New Transit Center	18,319	18,319	-	
262	Planetarium Expansion	-	-	-	
	<b>Total De Anza Small Cap Projects</b>	<b>12,648,510</b>	<b>12,648,510</b>	<b>-</b>	
	<b>Total Small Capital Projects</b>	<b>29,612,627</b>	<b>29,612,627</b>	<b>-</b>	
	<b>Total Maintenance &amp; Renovation</b>	<b>210,574,948</b>	<b>210,574,948</b>	<b>-</b>	
<b>Other projects</b>					
910	Pay off existing debt	-	-	-	
599	Catastrophic Contingency	7,052,194	7,052,194	-	
499	District Program Contingency	539,813	539,813	-	
899	District Program Contingency - Property Acquisition	2,000,000	2,000,000	-	
199	Foothill Program Contingency	10,888,943	10,888,943	-	
299	De Anza Program Contingency	7,679,166	7,679,166	-	
	<b>Total Other</b>	<b>28,160,116</b>	<b>28,160,116</b>	<b>-</b>	
	<b>Total</b>	<b>520,745,826</b>	<b>520,745,826</b>	<b>-</b>	

Title: Change #2 to Agreement for Services  
Vendor: Cleary Consultants, Inc.  
Agreement Date: July 18, 2011  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking and Circulation  
Amount: \$16,760  
For: Additional geotechnical engineering services to study the geology and seismology conditions at the project site, in response to review comments from the California Geological Survey / Division of the State Architect regarding the proposed Lot 1 vehicle bridge.

The funding is included in the current budget.

Action Requested: Ratification

**CHANGE NO. 2 TO AGREEMENT FOR SERVICES**

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 7th day of May, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "Contractor."

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

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

None.

**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)

1. Respond to the February 9, 2012 review letter from the California Geological Survey which requested additional information regarding the engineering geology and seismology conditions at the proposed Lot 1 vehicle bridge. Additional analysis required includes analysis of seismically induced soil liquefaction, laboratory testing for gravel content, seismic settlement, lateral spreading, landsliding, flooding effects and fault rupture hazard.

2. Perform supplemental ground motion analyses using the CALTRANS design criteria for the proposed Lot 1 vehicle bridge in order to respond to DSA plan review comments, and obtain CGS approval of CALTRANS ground motion analysis.

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

Services will be provided for the sum of \$16,760 (Sixteen Thousand seven hundred sixty dollars) and will be performed under the terms and conditions of the current contract.

ORIGINAL AGREEMENT AMOUNT \$ 18,500.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 7,800.00

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 16,760.00

NEW TOTAL AGREEMENT AMOUNT \$ 43,060.00

**Foothill-DeAnza Community College District Change No. 2**  
**To Agreement/Purchase Order No. 162 Parking and Circulation**

In any event, the total payment for services of contractor shall not exceed \$ 43,060.00  
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 December 31st 20 12.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

Title: Change Order #3

Vendor: Hoi's Construction, Inc.

Agreement Date: October 17, 2011

Campus: Foothill College

Project Number: 113

Project Name: New Press Box

Amount: \$23,646.89

For: Additional reinforcing and foundation underlayment, as directed by the Architect; addition of five timers for space heaters to improve efficiency; upgrade of IT equipment as requested by ETS/District; and acceptance of bid alternate #1 for a wood shake roof.

Total project changes represent 8.1% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

# Prime Contract Change Order

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

Date: 4/19/2012  
To Contractor:  
Hoi's Construction, Inc.  
2950 Geneva Ave.  
Daly City, CA 94014

DSA Number 01-111373  
Architect's Project 113  
Contract Date:  
Contract Number: MC-120780  
Change Order Number: 003

The Contract is hereby revised by the following items:

Project #113 - New Press Box - CO #3

PCO	Description	Amount
006	HPCO #6 - Install rebar to tie-in existing bleacher slab per RFI #10.	\$9,243
007	HPCO #7 - To furnish and install (5) Wall Timers for wall heaters per Bulletin #3.	\$1,420
009	HPCO #9 - To upgrade: 25 Pair BEP, Splice Enclosure, Rack Mount, and 14 AWG 2 Conductor Cable per ETS comments.	\$1,484
010	HPCO #10 - Alternate #1 for Wood Shake Roof- Per Bid Alternate #1	\$11,500

The original Contract Value was.....	\$887,000
Sum of changes by prior Prime Contract Change Orders.....	\$47,976
The Contract Value prior to this Prime Contract Change Order was.....	\$934,976
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$23,647
The new Contract Value including this Prime Contract Change Order will be.....	\$958,623
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.

TBP/Architecture

Hoi's Construction, Inc.

Foothill-De Anza Community College  
District

ARCHITECT  
1000 Burnett Avenue  
Suite 140

CONTRACTOR  
2950 Geneva Ave.  
Daly City, CA 94014

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address  
By Felix Canali

Address  
By Steven Leung

Address  
By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:



Title: Change #15 to Agreement for Services  
Vendor: Ratcliff  
Agreement Date: February 3, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 4,147.00  
For: Additional design services to analyze the acoustical performance of exhaust fan  
factory testing results submitted by the Contractor..

Funding for this item is within the current project budget.

Action Requested: Ratification

**Foothill-DeAnza Community College District Change No. 15**  
**To Agreement/Purchase Order No.**

**CHANGE NO. 15 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 20 day of April, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and Ratcliff Architect hereinafter called "Contractor."

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

1. Services to be performed by Contractor.  
(check one box)  
☒ No Change  
☐ 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.  
(check one box)  
☒ No Change  
☐ 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" which is attached hereto and by this reference made a part hereof.
3. Contract Term.  
(check one box)  
☒ No Change  
☐ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. 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.  
(check one box)  
☒ No Change  
☐ Describe applicable changes in detail:

**Foothill-DeAnza Community College District Change No. 15**  
**To Agreement/Purchase Order No.**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and  
Ratcliff Architect

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.)

Additional design services for the Strobic exhaust fan test result assessment.

Please see Attachment A for more details.

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

This is a Not to Exceed add service contract for \$4,147.00

See Attachment B for fee break down.

Remit Payment Application to:  
Project 160 - PSEC  
Susan Moore  
Gilbane/MAAS  
C/O Foothill College  
12345 El Monte Rd.  
Los Altos Hills, CA 94022

ORIGINAL AGREEMENT AMOUNT \$ 845,140.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 5,151,084.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 4,147.00  
NEW TOTAL AGREEMENT AMOUNT \$ 5,155,231.00

Foothill-DeAnza Community College District Change No. 15  
To Agreement/Purchase Order No.

In any event, the total payment for services of contractor shall not exceed \$ 5,155,231.00  
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 the contract shall commence on the date specified in the first  
paragraph of the contract, and shall continue until June 30 2013.

William J. Blessing 4.20.2012  
Authorized Contractor Signature Date  
Print name William J. Blessing  
BATELFF  
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 \$20,000.00

## **Attachment A**

The scope of Additional Services includes:

### **Strobic Exhaust Fans Test Result Assessment**

At district request, SFMI will review noise level test results for the strobic fan acoustical test performed in the facility in Tijuana, Mexico. SFMI will also re-analyze Environmental Noise Impact Study and provide noise mitigation recommendations if needed.

**Attachment B**

**Consultant Fees:**

SFMI:

\$3,770

Consultant Markup 10%:

\$377

**Total:**

**\$4,147**

Title: Revision 1 to Standard Agreement with Ratcliff Architects  
Vendor: Ratcliff Architects  
Agreement Date: March 5, 2012  
Campus: Foothill College  
Project Number: 173  
Project Name: Print Shop and Plant Services  
Amount: \$0.00  
For: Revisions to the Agreement to coordinate its scope with other contracts with this consultant and to clarify the terms of the Agreement related to contract deliverables.

This zero cost change has no impact on current budget.

Action Requested: Ratification

**Revision #1 to Project 173 Standard Form of Agreement**  
**with Ratcliff Architects**

Revision #1 to Standard Form of Agreement dated March 5, 2012 between Foothill-De Anza Community College District and Ratcliff Architects for Measure C project 173 – Print Shop & Plant Services.

AMENDMENT DATE: 4/2/12

**SCOPE OF WORK:**

1. Programming and Pre-design services as defined by Article 2.2 are not part of this agreement. Ratcliff completed and published the feasibility study for this project under separate contract.
2. Combine Schematic Design and Design Development services into one phase called Preliminary Design. Preliminary Design deliverable, before commencement of Construction Documents, must meet the Attachment "B": Design Development Criteria.
3. Revise Schedule of Values to reflect Preliminary Design phase.
4. The Construction Documents design duration does not require a 50% CD Construction Estimate. Article 2.5.1.3 50% CD Construction Cost Estimate is deleted.

**SCHEDULE OF VALUES:**

Preliminary Design	\$ 75,000.00
Construction Documents	\$ 77,136.00
DSA Process and Review	\$ 15,000.00
Bidding	\$ 15,000.00
Construction Administration	\$ 55,000.00
DSA Closeout	\$ 15,000.00
TOTAL	\$ 252,136.00

**COMPENSATION:**

Original PAA value including Reimbursables:	\$ 252,136.00
Net change in contract value due to this Revision #1:	\$ 0.00
New contract value including this amendment and Reimbursables:	\$ 252,136.00

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

Amendment agreed to by:

OWNER

\_\_\_\_\_  
Signature

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

CONSULTANT

\_\_\_\_\_  
Signature

David Dersch  
Chief Financial Officer  
Ratcliff Architects

173 – Print Shop & Plant Services  
Revision #1



Title: Change Order #6  
Vendor: Ralph Larsen & Son, Inc.  
Agreement Date: August 1, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: \$7,560.00  
For: Replacement of existing toilet fixtures found to be defective; replacement of broken counter flashing at the roof; and revised seismic bracing hangers for the HVAC units due to site conditions.

Total project changes represent 6.3% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

# Prime Contract Change Order

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

Date: 4/20/2012  
To Contractor:  
Ralph Larsen & Son, Inc.  
300 8th Avenue  
San Mateo, CA 94401

DSA Number 01-111842  
Architect's Project  
Contract Date:  
Contract Number: MC120245  
Change Order Number: 006

The Contract is hereby revised by the following items:  
Smithwick Theater CO #6

PCO	Description	Amount
042	Provide labor and materials to replace the defective toilet fixtures requested by the users.	\$4,123
054	Replace broken counterflashing at the roof to wall area per RFI #90	\$1,290
058	Revised seismic bracing that had conflict with the existing ductwork per RFI #96.	\$2,147

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$153,280
The Contract Value prior to this Prime Contract Change Order was.....	\$2,713,280
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$7,560
The new Contract Value including this Prime Contract Change Order will be.....	\$2,720,840
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/28/2012

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

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

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

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

College Approval  
By:  
Signature  
Date: