

**Board of Trustees Agenda Item**

**Board Meeting Date:** June 4, 2012

**Title of Item:** Measure C Consent

**Background and Analysis:**

The aggregate of these items is: \$426,321.

**De Anza College –**

- A) California Commercial Pools, Inc. – Change Order #3, Final Change Order – Pool Tile and Plaster Replacement - \$6,571
- B) John Plane Construction, Inc. – Change Order #13 – Baldwin Winery and East Cottage - \$23,890
- C) OC Jones & Sons, Inc. – Change Order #2 – Stadium and Track - \$77,660
- D) Sundt Construction, Inc. – Change Order #14 – Mediated Learning Center - \$90,410

**Foothill College –**

- E) BSK Associates, Engineers & Laboratories – Change #3 to Agreement for Services – Physical Sciences and Engineering Center - \$14,900
- F) Hathaway Dinwiddie Construction Company – Change Order #10 – Physical Sciences and Engineering Center - \$118,994
- G) HMC Architectures – Revision #2 to Project Authorization Amendment - Modernization of Learning Support Center, Biology , and General Classrooms - \$87,300
- H) Ratcliff – Change #16 to Agreement for Services – Physical Sciences and Engineering Center - \$6,596

**ETS -**

- I) Measure C Project Revision – 360 Server (Growth) Refresh/370Server (Refresh) Growth– District – Central Services - \$0

**Recommendation:** Executive Director of Facilities, Operations, and Construction Management Charles Allen; Director, Bond Program Management, De Anza College, Tom Armstrong; Director, Bond Program Management, Foothill College, Art Heinrich; and Director, Purchasing Services Carmen Redmond, 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 Gina Bailey, Senior Buyer, Purchasing Services
Is backup provided?	Yes

Title: PCCO #3 – Final Change Order  
Vendor: California Commercial Pools, Inc.  
Agreement Date: November 7, 2011  
Campus: De Anza  
Project Number: 200F  
Project Name: POOL TILE AND PLASTER REPLACEMENT  
Amount: \$6,571  
For: Change all wall mounted inlets from eyeball fitting to custom flush fitting.

All changes to date are equal to 5.2% of the original construction contract.  
Funding for these changes is available within the current project budget.

Action Requested: Ratification



## Prime Contract Change Order

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

200F Pool Tile and Plaster Replacement

Project # 200F

Gilbane/MAAS

Tel: Fax:

Date: 5/10/2012

To Contractor:

California Commercial Pools

2255 E. Auto Centre Dr.

Glendora, CA 91740

DSA Number

Project #

Contract Date:

Contract Number: MC120779

Change Order Number: 003

The Contract is hereby revised by the following items:

200F Pool Tile and Plaster Replacement - PCCO #3 Final Change Order

PCO	Description	Amount
013	Change Wall Inlets to Flush - OD	\$6,571

The original Contract Value was.....	\$884,900
Sum of changes by prior Prime Contract Change Orders.....	\$39,047
The Contract Value prior to this Prime Contract Change Order was.....	\$923,947
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$6,571
The new Contract Value including this Prime Contract Change Order will be.....	\$930,518
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	3/30/2012

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.

ARCHITECT	California Commercial Pools	Foothill-De Anza Community College District
Address	CONTRACTOR	OWNER
By	2255 E. Auto Centre Dr.	12345 El Monte Road
SIGNATURE	Glendora, CA 91740	Los Altos Hills, CA 94022
DATE	Address	Address
	By Luke Lewallen	By Charles Allen
	SIGNATURE	SIGNATURE
	DATE	DATE

Title: Prime Contract Change Order # 13  
Vendor: John Plane Construction, Inc  
Agreement Date: November 16, 2009  
Campus: De Anza College  
Project Number: 203  
Project Name: Baldwin Winery and East Cottage  
Amount: \$ 23,890  
For: Prime Contract Change Order #13 revises the original contract sum between the District and John Plane Construction, Inc. for the following changes:

Address electrical field conditions at lower level and revise elevator rail details to meet requirements of the authority having jurisdiction.

This change also acknowledges a revised substantial completion date for the Baldwin Winery building only. The extension for time is non-compensable. The substantial completion date for the East Cottage remains per the original contract.

The total Change Orders to date represent 7.22% against the original contract amount. Funding for this change is available within the current budget.

Action Requested: Approval



## Prime Contract Change Order

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 6/4/2012

**To Contractor:**

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

Project #

1183-203

Contract Date:

11/16/2009

Contract Number

1

Change Order Number:

13

The Contract is hereby revised by the following items:

**Baldwin Winery**

DSA# 01-110264

PCCO	Description	Amount
13	Address electrical field conditions at lower level and revise elevator rail details to meet requirements of the authority having jurisdiction.	\$ 23,890.00

**East Cottage**

DSA# 01-110101

PCCO	Description	Amount
-	None	\$ -
		<b>Total Combined</b>
		<b>\$ 23,890.00</b>

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 212,135.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,482,135.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 23,890.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,506,025.00
The Substantial Completion date for the East Cottage building is unchanged	10/16/2010
The revised Substantial Completion date for the Baldwin Winery building is	3/3/2011

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.

Architectural Resources Group  
ARCHITECT  
Pier 9, The Embarcadero  
San Francisco, CA 94111

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

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

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

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

By Charles Allen  
SIGNATURE  
DATE

**COLLEGE APPROVAL**

By Letha Jeanpierre  
SIGNATURE  
DATE



## Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

203B Baldwin Winery

Project # 203B

Gilbane/MAAS

Tel: Fax:

Date: 6/4/2012

To Contractor:

John Plane Construction, Inc.

100 North Hill Dr., Ste.12

Brisbane, CA 94005

DSA Number

Project #

203B

Contract Date:

11/16/2009

Contract Number: 001

Change Order Number: 013

The Contract is hereby revised by the following items:

PCO	Description	Amount
041	Provide custom elevator rail profile and increase gauge to meet requirements of authority having jurisdiction.	\$20,256
065	Relocate ceiling mounted electrical boxes to accomodate furred ceiling elevations. Field Condition	\$1,468
067	Relocate wiremold in Part Time Faculty offices. Field Condition	\$2,166

The original Contract Value was.....	\$2,296,900
Sum of changes by prior Prime Contract Change Orders.....	\$199,500
The Contract Value prior to this Prime Contract Change Order was.....	\$2,496,400
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$23,890
The new Contract Value including this Prime Contract Change Order will be.....	\$2,520,290
The Baldwin Winery duration will be changed by.....	138 Days
The revised Substantial Completion date of the Baldwin Winery is.....	3/3/2011

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.

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero  
San Francisco, CA 94111

Address

By

SIGNATURE

DATE

John Plane Construction, Inc.

CONTRACTOR

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

Address

By Ben Ortiz

SIGNATURE

DATE

OWNER

Address

By

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:

Title: Prime Contract Change Order # 02  
Vendor: OC Jones & Sons Inc.  
Agreement Date: February 15, 2012  
Campus: De Anza College  
Project Number: 206  
Project Name: Stadium and Track  
Amount: \$ 77,660  
For: Prime Contract Change Order #02 revises the original contract sum between the District and OC Jones & Sons, Inc. for the following changes:

Added scope for extension of the storm drain system into parking lot D; and District upgrades to communication system and electrical switchgear components.

Also includes Architect-directed changes for rerouting of electrical lines, and temporary measures to maintain power to the baseball scoreboard during construction.

The total Change Orders to date represent 2.63 % against the original contract amount. Funding for this change is available within the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

**206 Stadium and Track**  
De Anza College  
21250 Stevens Creek Blvd.  
Cupertino, CA 95014

**Project # 206**  
Tel: 408-864-5888 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 6/4/2012**  
**To Contractor:**  
OC Jones & Sons Inc.  
1520 Fourth St.  
Berkeley, CA 94710

**DSA Number** 01-112204  
**Project #** 206  
**Contract Date:** 2/15/2012  
**Contract Number:** MC120797  
**Change Order Number:** 002

The Contract is hereby revised by the following items:

PCO	Description	Amount
004	Added storm drain line in Parking Lot D - OD	\$48,447
005	ESA Power Temp Rerouting - ADDC	\$6,570
006	Softball/Baseball Temp Power Routing - ADDC	\$11,098
022	Upgrade of communication system and wiring per submittal #11 - OD	\$8,582
023	Upgrade of electrical switchgear switchboard breakers per submittal #10 - ADDC	\$2,963

The original Contract Value was.....	\$5,394,000
Sum of changes by prior Prime Contract Change Orders.....	\$63,691
The Contract Value prior to this Prime Contract Change Order was.....	\$5,457,691
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$77,660
The new Contract Value including this Prime Contract Change Order will be.....	\$5,535,351
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/2/2012

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.

Verde Design, Inc.  
ARCHITECT  
2455 The Alameda  
Suite 200  
Address  
By Dennis Bethke  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

OC Jones & Sons Inc.  
CONTRACTOR  
1520 Fourth St.  
Berkeley, CA 94710  
Address  
By Pete Benson  
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 #14

Vendor: Sundt Construction, Inc.

Agreement Date: December 17, 2010

Campus: De Anza College

Project Number: 261

Project Name: MEDIATED LEARNING CENTER

Amount: \$90,410

For: PCCO #14 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 include revisions to building and canopy roofing to ensure proper drainage and finish, mechanical ventilation shaft improvements, civil grade revisions to ensure hardscape water flow, and the addition of aluminum trim at terra cotta edging.

Owner-Directed changes include revisions to the telecom labeling scheme, added electrical outlets adjacent to wireless access points, wall finish revisions above open-cell grid ceiling, and signage revisions to reflect the new building name "Media & Learning Center."

Field Conditions changes include a credit adjustment to close the previously approved (PCCO #13, 5/7/12 BoT) sanitary sewer replacement allowance, provide concrete coverage at existing shallow telecom conduits and replacement of an existing water valve box in poor condition. This change also includes a 27-day compensable schedule extension which revises the dates of Milestones #1 and #2 and establishes a Final Completion of August 15, 2012.

Total Change Order spending to date, including this change, is 1.55% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Ratification



## Prime Contract Change Order

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

261 - Mediated Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 6/4/2012

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: 014

The Contract is hereby revised by the following items:

PCO	Description	Amount
078	COR 45 - Increase Z-girt gauge and spacing at standing seam metal roof. Architect directive.	\$12,387
108	COR 80 - Remove/Reinstall one atrium louver/damper screen for review of esthetic options. Owner directive.	\$1,524
109	Bulletin #99 / COR 79 - Revise telecom cable labeling scheme per ETS directive. Owner Directive.	\$3,200
112	Bulletin #93 - COR 78 - Stainless steel mechanical shaft divider modifications for system flexibility in seismic events. Architect directive	\$18,193
116	Bulletin #104.1 / COR 86 - Add power receptacle above ceiling at Wireless Access Point locations for future use. Owner Directive	\$21,246
128	Bulletin #123 / COR 102 - Revise delivery area grades to facilitate proper drainage. Architect directive.	\$5,811
137	Bulletin #112 / COR 105 - Add wall insulation finish above classroom open cell ceiling grid for visual continuity with black painted ceiling. Owner Directive.	\$17,948
143	Bulletin #136 / COR 109 - Final adjustment of allowance established in PCCO #13 for existing sanitary sewer line replacement. Field Condition	\$(69,324)
154	Bulletin #126 / COR 107 - Sunshade canopy cladding revisions to address drainage, finish and DSA deferred submittal requirements. Architect directive.	\$2,881
160	COR 98 - Contractor remobilization due to unresolved finish grades and vault adjustments at NE ADA walkway. Field Conditions	\$2,046
161	Bulletin #133 / COR 108 - Added terra cotta edge trim at east entrances for visual continuity through curtainwall. Architect directive.	\$7,083
162	Bulletin #33 / COR 103 - Cover existing shallow telecom conduit with red concrete at new flatwork along east walkway. Field condition.	\$1,072
163	COR 104 - Replace old water valve box and lid at East walkway with new. Field Condition	\$1,321
164	Bulletin #81-1A / COR 106 - Revise building signage to reflect new name "Media & Learning Center". Owner Directive.	\$(227)
165	COR #67- Add 18 compensable calendar days to the project schedule for delay associated with critical path impacts to the building envelope. Both Milestones #1 and #2 are extended by this change.	\$43,499
166	COR 78 - Add 9 compensable calendar days to the project schedule for delay associated with critical path impacts to the building ventilation shafts. Both Milestones #1 and #2 are extended by this change.	\$21,750

Should the Contractor achieve Final Completion prior to the date agreed in this PCCO, then the actual date of Final Completion will be revised and the difference in extended general conditions at a rate of \$2,417 per each day will be returned to the Owner in a subsequent PCCO.

261 - PCCO 014  
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.....	\$454,688
The Contract Value prior to this Prime Contract Change Order was.....	\$35,437,043
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$90,410
The new Contract Value including this Prime Contract Change Order will be.....	\$35,527,453
The Contract duration will be changed by.....	27 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/30/2012
The revised Final Completion date as of this Prime Contract Change Order is.....	8/15/2012

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  
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: Change #3 to Agreement for Services  
Vendor: BSK Associates, Engineers & Laboratories  
Agreement Date: March 23, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 14,900.00  
For: Additional testing & inspection services for shop and field welding at stairs, handrails and glass canopies; and epoxy installation observation and testing for mechanical pads.

Funding for these items is available within the current project budget.

Action Requested: Ratification

**Foothill-DeAnza Community College District Change No. 3**  
**To Agreement/Purchase Order No. MC111070T**

**CHANGE NO. 3 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 4TH day of JUNE, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and BSK Associate, Engineers & Laboratories 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. 3**  
**To Agreement/Purchase Order No. MC111070T**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and  
BSK Associate, Engineers & Laboratories

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 Services for Test & Special Inspections See Attachment # 1

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

\$ 14,900.00 Lump Sum

ORIGINAL AGREEMENT AMOUNT \$ 192,533.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 161,887.50

PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 14,900.00

NEW TOTAL AGREEMENT AMOUNT \$ 369,320.00

Foothill-DeAnza Community College District Change No. 3  
To Agreement/Purchase Order No. MC111070T

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 the contract shall commence on the date specified in the first  
paragraph of the contract, and shall continue until August 31, 2012.

Elizabeth Leni 5/16/12  
Authorized Contractor Signature Date  
Print name Elizabeth Leni  
BSK Associates  
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

Title: Change Order #10  
Vendor: Hathaway Dinwiddie Construction Company  
Agreement Date: February 10, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 118,994.00  
For: Owner-directed changes: to upgrade emergency phones to meet future campus-wide upgrades; to install pressure regulators at the domestic water system and fire line due to high pressure in existing system; and to augment the signage package allowance to meet campus signage standards. Also, architect-directed addition of waterproofing at the roof mechanical wells at the Lab and Classroom buildings.

This change plus all previously approved change orders equal to 3.0% of the base contract value. The funding for this change is included in the budget.

Action Requested: Ratification



# Prime Contract Change Order

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

Date: 5/17/2012

**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: 010

The Contract is hereby revised by the following items:

Change Order 10 - June 4, 2012 BOT

PCO	Description	Amount
108	(HD COR 1076) RFI 2736-E-066R1 - Layout and Dimensions for Blue Phone & Ticket Machine, (RCE)	\$50,757
109	(HD COR 1077) RFI 2521-C-073R1 - Added PVR's to the Fireline, (Sanco)	\$44,184
110	(HD COR 1078) RFI 2850-A-137 - Hardie Batten Size Increase and Interface with Flashing, (Boyett)	\$4,305
112	(HD COR 1081) Bulletin 35/35B Signage Revisions/Supplement (VKK, K&W)	\$19,748

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$1,115,039
The Contract Value prior to this Prime Contract Change Order was.....	\$42,691,221
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$118,994
The new Contract Value including this Prime Contract Change Order will be.....	\$42,810,215
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

College Approval

Signature

Date:

Title: Revision #2 to Project Authorization Amendment

Vendor: HMC Architects

Agreement Date: April 4, 2010

Campus: Foothill College

Project Number: #105

Project Name: Modernization of Learning Support Center, Biology, and General Classrooms

Amount: \$87,300.00

For: Revision #2 to PAA adds design services for:  
Design services for a classroom in Building 5700, and revisions to the design of Building 5400, as requested by the College due to academic program changes.

Action Requested: Ratification

## Revision #2 to PAA #F-HMC-4

Revision #2 to Project Authorization Amendment #F-HMC-4 dated April 4, 2010 between Foothill-De Anza Community College District and HMC Architects for Measure C projects 103 – Convert to Adaptive Learning Center (Building 5400), 105 – Convert to Learning Support Center (Building 5600), and 122 – TV Center (Building 5800).

AMENDMENT DATE: 6/4/12

### SCOPE OF WORK:

To provide full Schematic Design, Design Development, Construction Document, Bidding, and Construction Administration Phase services as described in articles 2.2, 2.3, 2.4, 2.5 and 2.6 of the Agreement, and DSA closeout services including:

- I. Building 5700
  - a. Modernize one (1) classroom interior (approximately 30' x 48'), including finishes and audio/video improvements.
  - b. Provide electrical improvements, including convenience outlets and new lighting within the classroom.
  - c. Analyze existing mechanical system to assure system can accommodate loads of area and changes in classroom layout.
- II. Building 5400
  - a. Provide architectural design services for modified building program.

### COMPENSATION:

PAA value including previous revisions:	\$ 1,026,000.00
Net change in contract value due to this Revision #2:	\$ <u>\$87,300.00</u>
New contract value including this amendment and Reimbursables:	\$ 1,113,300.00

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

Lee Salin, A.I.A.  
~~Chief Operations Officer~~ Managing Principal  
HMC Architects  
105 Modernization of Biology, Learning Support Center and  
General Classrooms (Building 5100, 5400, 5600, 5700 and 5800)

Title: Change #16 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: \$ 6,596.00  
For: Additional design services to modify the southeast plaza area to coordinate with the Loop Road and bus stop changes being made as a part of the Parking and Circulation project (Measure C project #162).

Funding for these items is available within the current project budget.

Action Requested: Ratification

**Foothill-DeAnza Community College District Change No. 16**  
**To Agreement/Purchase Order No.**

**CHANGE NO. 16 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 16 day of May, 20 12, 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. 16**  
**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.)

Design services for revisions to the PSEC threshold and Southeast plaza.

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 T&M Not to Exceed add service contract for \$6,596.00

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 \$ 5,155,231.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 6,596.00  
NEW TOTAL AGREEMENT AMOUNT \$ 6,006,967.00

Foothill-DeAnza Community College District Change No. 16  
To Agreement/Purchase Order No.

In any event, the total payment for services of contractor shall not exceed \$ 6,006,967  
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.

Wm. J. Blessing 5-17-2012  
Authorized Contractor Signature Date  
Print name William J. Blessing  
Ratcliff  
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:

### **Revisions to the PSEC Threshold and Southeast Plaza**

At district request, Ratcliff and its consultants will make modifications to the PSEC threshold based on the revised bus stop location, per attached sketch. The work includes revisions to the Southeast Plaza grading and layout, and modifications to the Loop Road and crosswalk at the SE Plaza location. RATCLIFF and its consultant propose to provide the services outlined above on a time and materials basis not to exceed Six Thousand Five Hundred and Ninety Six Dollars (\$6,596) without written authorization by the Owner.



Attachment B

Total Ratchiff's Fee		
Additional coordination and new bulletin	\$1,200	\$1,200
Consultant Fees:		
CSW/ST2:	\$2,906	
Meyer + Silberberg Land Architects	\$2,000	
Consultant Markup 10%:	\$490	
Total:		<u>\$6,596</u>

**Title:** Measure C Project Revision – Server Growth / Server Refresh

**Vendor:** N/A

**Agreement Date:** N/A

**Campus:** District – Central Services

**Project Number:** 360 / 370

**Project Name:** 360 Server Refresh / 370 Server Growth

**Amount:** \$0

**For:** This revision amends the descriptions of Projects 360 and 370 to meet the needs of the district in providing modern, efficient, and reliable server architecture for support of the district's administrative and instructional systems.

The initial planning for Projects 360, *Server Refresh*, and 370, *Server Growth*, assumed that servers should be replaced on a one-to-one basis to support applications on a one application per one server basis.

However, by utilizing virtualization, multiple applications may be run on a single server to achieve server consolidation ratios that are as high as 10 to 1. Additionally, the architecture underlying server design and deployment has radically changed offering much more flexibility through the use of blades, advanced storage systems, fast LAN links, etc. The result is that applications can now be deployed over a fewer number of processors which access data from common data storage systems instead of having to deploy multiple discrete servers. This improves reliability, reduces the total cost of ownership (TCO), and reduces the size of the data center requirements.

Finally, as applications evolve or are replaced with other applications, their needs for servers change, sometimes with expanded server requirements, especially when considering the need to provide uninterruptable and disaster-resistant services.

In summary, the one-to-one server replacement model is no longer a valid methodology for determining how server architecture should be maintained and deployed. The proper replacement of server hardware may result in a less than a one-to-one replacement ratio or more than a one-to-one replacement ratio depending on specific applications and needs.

Accordingly, the associated descriptions for projects 360 and 370 are revised to include the following activities to support server refresh and growth objectives:

- Planning for virtualization and server consolidation using staff and consultants where necessary
- Acquisition of hardware to support the deployment of
  - Virtualization for applications and the consolidation of servers
  - Disaster recovery and uninterruptable operations
  - Advanced, consolidated storage systems
  - Network equipment to support communication between storage system and servers or server blades



- Monitoring equipment and application software to support virtualized server farm operations

**Action  
Requested:**

Approval of description modification

