

Board of Trustees Agenda Item

Board Meeting Date: June 18, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is: \$120,552

De Anza College –

- A) Ecovation Group – Revision #002 to Agreement for Services – Environmental Studies Area - \$3,200
- B) Simpson Gumpertz & Heger Inc. – Revision #01 to Standard Form of Agreement – Flint Parking Structure Repairs - \$11,000

Foothill College –

- C) Cleary Consultants, Inc. – Geotechnical Investigation/Change #1 to Independent Contractor Agreement – Softball and Soccer Athletic Facility Improvements - \$0
- D) HMC Architects – Revision #5 to Project Authorization Amendment #F-HMC-#3A – Smithwick Theater - \$5,900
- E) HMC Architects – Revision #3 to Project Authorization Amendment – Modernization of Learning Support Center, Biology, and General Classrooms - \$20,500
- F) Hoi's Construction, Inc. – Change Order #4 – New Press Box - \$16,566
- G) Ralph Larsen & Son, Inc. – Change Order #8 – Smithwick Theater - \$54,096
- H) WRNS Studio, LLP – Revision #5 to Project Authorization Amendment #F-WRNS-2B – Parking & Circulation - \$9,290

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: Revision #002 to Agreement for Services
Vendor: Ecovation Group.
Agreement Date: June 28, 2011
Campus: De Anza College
Project Number: 229
Project Name: ENVIRONMENTAL STUDIES AREA
Amount: **\$3,200**
For: The scope for this change includes field layout of the pond while identifying specific trees to be removed and value engineered the pond filtration system.

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

Action Requested: Ratification

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 002
To Agreement/Purchase Order No. MC120244

CHANGE NO. 002 TO AGREEMENT FOR
DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 16 day of May, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Ecovation Group a division of Ecovation Builders, Inc. hereinafter called "Design Professional."

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

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

Change No. 002 provides a correction to Change No. 001:
The Original Agreement Amount, the Change No. 001 Amount, Terms of the Contract Date. These changes are reflected in the Change No. 002 Amount and Date.

Page 1 of 3

PROJECT # 229 DESIGN FIRM Ecovation Group
BREIF DESCRIPTION OF TYPE OF SERVICE ESA Pond Layout

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 002
To Agreement/Purchase Order No. MC120244

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Ecovation Group,
a division of Ecovation Builders, Inc. hereinafter called "Design Professional."

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

See Attachment A

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

Method of payment for Change No. 002 is a single lump sum, payable upon completion of the work and acceptance by the District.

ORIGINAL AGREEMENT AMOUNT \$ 37,500.00

PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 5,610.00

PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 3,200.00

Page 2 of 3

PROJECT # 229 DESIGN FIRM Ecovation Group

BREIF DESCRIPTION OF TYPE OF SERVICE ESA Pond Layout

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

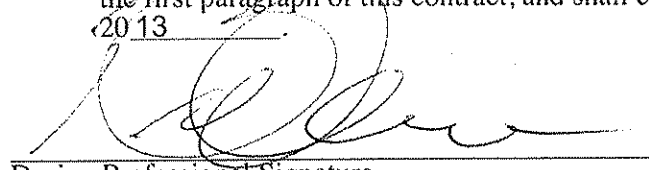
NEW TOTAL AGREEMENT AMOUNT \$ 46,310.00

Foothill-DeAnza Community College District Change No. 002

To Agreement/Purchase Order No. MC120244

In any event, the total payment for services of Design Professional shall not exceed \$ 46,310.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until January 20, 2013.


Design Professional Signature

Bruce Oliver

Print Name

Ecovation Group

Design Professional's Company Name

May 13, 2012
Date

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Date

Title: _____

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

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

Page 3 of 3

PROJECT # 229

DESIGN FIRM Ecovation Group

BREIF DESCRIPTION OF TYPE OF SERVICE ESA Pond Layout

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

ATTACHMENT A

Change No. 002 Scope:

The Design Professional shall provide all labor, materials, equipment and engineering to complete the scope of work indicated.

- Provide a field layout of the pond outline for ESA review.
- Identified specific trees for removal on drawings based on College's approval of pond layout.
- Revised systems devices based on value engineering review.
- Contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional six month periods.

Title: Revision 01 to Standard Form of Agreement

Vendor: Simpson Gumpertz & Heger Inc.

Agreement Date: March 15, 2012, Revision Date May 31, 2012

Campus: De Anza College

Project Number: 239

Project Name: FLINT PARKING STRUCTURE REPAIRS

Amount: \$ 11,000

For: Additional Scope for Assisting with the close out of the original Flint Parking Structure project (DSA #50972) with the Division of the State Architect (DSA), which includes document review of existing files, interview original designers for background information, attend meetings with DSA to review steps for DSA close-out and certification, and to prepare meeting minutes defining agreed-upon steps to certification.

Action Requested: Approval

Revision 01 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

Revision Date: May 31, 2012

SCOPE OF WORK: Assisting with the close out of the original Flint Parking Structure project (DSA #50972) with the Division of the State Architect (DSA), including:

The following scope of work will be performed by Simpson Gumpertz & Heger and Noll & Tam Architects.

Construction Documents Review

- Document review – Review the documents retrieved by the District and provided by Noll & Tam Architects on May 7, 2012. Review documents provided by DSA, if available. Review the pertinent sections of the DSA Project Certification Guide.
- Interviews – Make contact and interview the original structural designers for background information, if individuals are available and willing to discuss the original construction and documentation process.

DSA Meeting

- Meeting with DSA – Meet with DSA to strategize the steps and requirements for post-construction DSA close-out and certification.
- Follow-up meeting minutes – Prepare written meeting minutes of the relevant discussions and determinations that occurred at the meeting with DSA.

SCHEDULE: Work to be performed concurrently with project schedule.

COMPENSATION: \$11,000

Original Contract:	\$580,675
Net change from previous revisions:	\$0
Contract value prior to this revision:	\$580,675
Net change in contract value due to this revision:	\$11,000
New Contract value including this revision:	\$591,675

Amendment agreed to by:

Owner

Charles Allen

Consultant

Simpson Gumpertz & Heger

Title: Geotechnical Investigation
Vendor: Cleary Consultants, Inc.
Agreement Date: November 16, 2010
Campus: Foothill College
Project Number: 142
Project Name: Softball and Soccer Athletic Facility Improvements
Amount: \$0
For: No cost time extension for completion of final project report

The funding is included in the current budget.

Action Requested: Ratification

Foothill - De Anza Community College District

CHANGE NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☐ Foothill College ☒ District Office ☐ District PO No: _____

The Agreement entered into on 16 day of November, 2010 between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR" is changed as follows but all other terms, conditions, and prices remain the same.

1. CONTRACTOR INFORMATION:

Contractor's Name Cleary Consultants, Inc.

Address 900 N. San Antonio Road City Los Altos Zip 94022

Business Phone _____ Fax No 650/948-7781 Home _____

Social Security Number _____ *Fed. Tax I.D. Number 94-2686609

*CONTRACTOR MUST PROVIDE W-9

Business License Number _____

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date lasted worked _____

If yes, specify last work location _____

Work Assignment _____

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) _____

2. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of Additional services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation for this change if possible):

This change is to extend the time of the contract.

B. Contractor Fee for Services: Original Amount of Contract: \$ 39,475.00

Additive or Deductive Amount for previous Changes \$ 0

Additive or Deductive Amount for this Change \$ 0

New Total: \$ 39,475.00

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.) **NEW TOTAL CANNOT EXCEED \$14,999 FOR PUBLIC PROJECTS.**

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above: \$ _____

TOTAL COST OF THIS INDEPENDENT CONTRACT INCLUDING THIS AND ALL PREVIOUSLY APPROVED CHANGES WILL NOT EXCEED \$ 39,475.00 INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS.

C. Contract Starting Date November 16, 2010 Contract Ending Date November 16, 2012

3. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

4. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.
5. STANDARD TERMS AND CONDITIONS:
- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage. Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:
1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
 2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
 3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
 4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. *Required only if the following box is checked* ☐.
- If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance. Contractor shall not commence work under this Agreement until required insurance has been obtained.
- C. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 4 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- D. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- E. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.
- F. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.
- H. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.
- I. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000. New total cannot exceed \$14,999 for Public Projects.

Title: Revision #5 to Project Authorization Amendment #F-HMC-#3A
Vendor: HMC Architects
Agreement Date: June 7, 2010
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$5,900.00
For: Additional engineering services to identify noise problems outside the scope of the original services, and to redesign the support of a mechanical unit, due to site conditions.

The funding is included in the current budget.

Action Requested: Approval

Revision #5 to PAA #F-HMC-#3A

Revision #5 to Project Authorization Amendment #F-HMC-#3A dated July 17, 2009 between Foothill-De Anza Community College District and HMC Architects for Measure C project 120 – Smithwick Theater.

AMENDMENT DATE: 6/18/2012

SCOPE OF WORK:

Provide additional engineering services for structural and mechanical to identify the progress of the contractor work:

1. Provide an additional site visit to review the progress and the noise problem of mechanical / plumbing work in the theater.
2. Provide additional structural design services to re-engineer the seismic bracing for the DOAS-2 unit because of the field conditions and prepare documentation to be submitted to DSA for review and approval.

COMPENSATION:

PAA value including previous revisions:	\$ 363,090.00
Net change in contract value due to this Revision #5:	<u>\$ 5,900.00</u>
New contract value including this amendment and Reimbursables:	\$ 368,990.00

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
HMC Architects

Title: Revision #3 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: \$20,500.00

For: Design services for landscaping around buildings 5000, 5400, 5600, 5700 and 5800. Design for these areas was not included in the Central Campus Site Improvements project (project #144) due to the later construction of project #105.

Action Requested: Approval

Revision #3 to PAA #F-HMC-4

Revision #3 to Project Authorization Amendment #F-HMC-4 dated April 4, 2010 between Foothill-DeAnza 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).

REVISION DATE: 5/31/2012

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. HMC and Meyer + Silberberg Landscape Architects collaboration on the planting and irrigation design for the courtyard bordering the paved walkways around buildings 5000, 5400, 5600, 5700 and 5800..

COMPENSATION:

PAA value including previous revisions:	\$ 1,113,300.00
Net change in contract value due to this Revision #3:	\$ 20,500.00
New contract value including this amendment and Reimbursables:	\$ 1,133,800.00

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

Dale Krahn, AIA
Principal
HMC Architects

105 Modernization of Biology, Learning Support Center and
General Classrooms (Buildings 5100, 5400, 5600, 5700 and 5800)

Title: Change Order #4
Vendor: Hoi's Construction, Inc.
Agreement Date: October 18, 2011
Campus: Foothill College
Project Number: 113
Project Name: New Press Box
Amount: \$16,566
For: Minor changes due to design refinements during construction, and added length of data fiber cable due to changes in the cable route necessitated by other Measure C projects.

Total project changes represent 8.6% 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: 6/1/2012

To Contractor:

Hoi's Construction, Inc.

2950 Geneva Ave.

Daly City, CA 94014

DSA Number 01-111373

Architect's Project 113

Contract Date: 10/18/2011

Contract Number: MC-120780

Change Order Number: 004

The Contract is hereby revised by the following items:

Project #113 - New Press Box - CO #4

PCO	Description	Amount
011	HPCO #13 - Relocate louver @ server alcove due to proximity to EF-3 per RFI 39	\$1,136
012	HPCO #12 - Pour curbs @ ADA elevator entrance landing to mitigate future water runoff per RFI 38	\$1,844
018	HPCO #16 - Install fire-rated plywood @ telecom alcove per ETS Standards per RFI 37	\$692
019	HPCO #15 Add additional fiber/innerduct due to new pathway routes per RFI 31	\$12,894

The original Contract Value was.....	\$887,000
Sum of changes by prior Prime Contract Change Orders.....	\$71,623
The Contract Value prior to this Prime Contract Change Order was.....	\$958,623
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$16,566
The new Contract Value including this Prime Contract Change Order will be.....	\$975,189
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

Address

Address

By Felix Canari

By Steven Leung

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

Title: Change Order #8
Vendor: Ralph Larsen & Son, Inc.
Agreement Date: August 1, 2011
Campus: Foothill College
Project Number: 120
Project Name: Smithwick Theater
Amount: \$54,096.00
For: Changes to mechanical unit support and connection due to unexpected site conditions; and replacement of two theatrical winch motors above the stage, due to age and damage during construction. A portion of the replacement cost of the 45-year-old motors will be paid by the contractor due to their partial responsibility for the replacement.

Changes to date (excluding the lump sum settlement amount paid for omitted work scope in Change Order #7) represent 8.5% 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: 5/31/2012
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: 008

The Contract is hereby revised by the following items:

Smithwick Theater - CO #8

PCO	Description	Amount
057	Revised seismic bracing at the mechanical units per Bulletin 8	\$5,029
059	Provide additional labor and materials to hook up the AHU #1 & #2 per RFI #107.	\$4,328
060	Provide additional flex connections to AHUs and DOAS units per RFI #108.	\$3,138
064	Provide labor and materials to replace two broken winch motors above the stage. The scope includes adding a new control system, two new motors and all required assemblies.	\$41,601

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$348,757
The Contract Value prior to this Prime Contract Change Order was.....	\$2,908,757
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$54,096
The new Contract Value including this Prime Contract Change Order will be.....	\$2,962,853
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	5/31/2012

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 Dale Krahn

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:

Title: Revision #5 to PAA F-WRNS-2B
Vendor: WRNS Studio, LLP
Agreement Date: March 22, 2010
Campus: Foothill College
Project Number: 162
Project Name: Parking & Circulation
Amount: \$9,290
For: Architectural services to re-package bid documents to reflect Phase 1 scope for bidding purposes, coordinate potential change of Lot 1 bridge from long-span precast structure to a culvert with DSA, prepare a PowerPoint presentation for the Board of Trustees, and coordinate additional electrical programming information.

The funding is included in the current budget.

Action Requested: Approval

Revision #5 to PAA F-WRNS-2B

Revision #5 to Project Authorization Amendment F-WRNS-2B dated March 22, 2010 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 162 – Parking and Circulation.

AMENDMENT DATE: June 18, 2012

SCOPE OF SERVICES:

The following Tasks shall be included in the Scope of Services:

- Task 1 - Re-package bid documents to reflect Phase 1 scope only for bidding purposes.
- Task 2 - Prepare design exhibits and engage the Team and DSA regarding potential change of the Lot 1 bridge from a long-span precast structure to a culvert.
- Task 3 - Prepare a powerpoint presentation to the Board of Trustees incorporating aspects of project phasing and site utilization.
- Task 4 - Coordinate additional information and programming changes to site electrical scope.

COMPENSATION:

Original PAA value including Reimbursables:	\$ 643,307.00
Net change in contract value due to previous Revisions:	\$ 285,898.00
Net change in contract value due to this Revision #5:	\$ 9,290.00
New contract value including this amendment and Reimbursables:	\$ 938,495.00

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

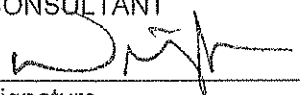
Amendment agreed to by:

OWNER

Signature

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

CONSULTANT



Signature

John Ruffo
Partner
WRNS Studio, LLP

WRIGHT SHERMAN
FOR JOHN RUFFO