

Board of Trustees Agenda Item

Board Meeting Date: September 10, 2012

Title of Item: Measure C Consent

Background and Analysis:

The aggregate of these items is: \$604,105.

De Anza College –

- A) Sundt Construction, Inc. – Change Order #17 – Media Learning Center - \$31,821
- B) SunPower, Inc. – Change Order #3 – Lots A & B and Kirsch PVS - \$93,458

Foothill College –

- C) Hathaway Dinwiddie Construction Company – Change Order #12 – Physical Sciences and Engineering Center - \$163,143
- D) Taber Construction, Inc. – Change Order #3 – Central Campus Site Improvements - \$17,023
- E) WRNS Studio – Project Authorization Amendment #F-WRNS-05 – Fine Arts Scene Shop - \$298,660

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 Carmen Redmond, Director, Purchasing Services, recommend ratification/approval of the Measure C consent item

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: Prime Contract Change Order #17
Vendor: Sundt Construction, Inc.
Agreement Date: December 17, 2010
Campus: De Anza College
Project Number: 261
Project Name: MEDIA & LEARNING CENTER
Amount: \$31,821
For: PCCO #17 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:

Changes included in PCCO #17 are: minor revisions to the building Fire Alarm system to ensure fire-life safety system function, addition of sheet metal cap at Terra Cotta wall for waterproofing, conduit/cable routing and server locations to support telecom AV needs at Anthropology and TRG spaces and revisions to classroom electronic signage configuration.

Total Change Order spending to date, including this change, is 2.6% of the original contract amount. Funding for this change is included in the current budget.

Action Requested:	Approval
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Prime Contract Change Order

Detailed, Based on Unit Prices, Architect - De Anza

261 - Media & Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 9/10/2012

To Contractor:

Sundt Construction, Inc.
2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

DSA Number

Project #

Ratcliff #27046.01

Contract Date:

12/17/2010

Contract Number: MC111053

Change Order Number: 017

The Contract is hereby revised by the following items:

PCO	Description	Amount
150	Bulletin #139 / COR 139 - Connect Sunken Garden lighting signal conduit to MLC controls. Owner Directive	\$1,887
172	Bulletin #141 / COR 117 - Provide additional conduit pathway at Anthropology space and classrooms for telecom AV support. Owner Directive	\$5,603
173	Bulletin #114 & #128 / COR 136, 143, 146 - Relocate two fire alarm devices and add 1 fire alarm device at 2nd floor canopy ceiling and revise annunciator panel/transmitter. Architect and Authority with Jurisdiction directives.	\$6,329
193	Bulletin #161 / COR 137 - Add sheet metal cap to shed water at Terracotta Panel near Line 1/E & remove unnecessary horn speaker at atrium. Architect Directive.	\$963
194	Bulletin #166 / COR 132 - TV Studio Control Room server rack & power layout modifications to coordinate building with Group II TRG requirements. Owner Directive.	\$3,870
197	Bulletin #170 / COR 142 - Route Cat6 cabling from Room 103 to alternate IDF location to support data transmission requirements. Architect Directive	\$8,940
198	Bulletin #146 / COR 147 - Revise Signage Cluster configuration and provide mounting frames at Sign Type D1 - D4. Owner Directive.	\$4,229

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$875,551
The Contract Value prior to this Prime Contract Change Order was.....	\$35,857,906
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$31,821
The new Contract Value including this Prime Contract Change Order will be.....	\$35,889,727
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	6/30/2012

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.

Ratcliff Architects

Sundt Construction, Inc.

Foothill-De Anza Community College
District

ARCHITECT

5856 Doyle Street
Emeryville, CA 94608

CONTRACTOR

2860 Gateway Oaks Drive
Suite 300
Sacramento, CA 95833

OWNER

12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Mike Matson

By John Gordon

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

Prolog Manager

Printed on: 8/20/2012

WRO Foothill DeAnza

Page 1

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

DATE _____

DATE _____

DATE _____

College Approval

By: Letha Jeanpierre

Signature _____

Date: _____

Title: Prime Contract Change Order #3
Vendor: SunPower, Inc.
Agreement Date: March 25, 2011
Campus: De Anza
Project Number: 251C
Project Name: LOTS A & B AND KIRSCH PVS
Amount: \$93,458
For: PCO #14: Installation of electric vehicle (EV) charging stations. Change in specified EV chargers. Owner directed additive change of \$27,210
PCO #15: Construction of concrete pedestals, retaining walls and vehicular bollards necessary to comply with DSA requirements. Design-Builder directed additive change of \$18,895
PCO #16: Additional construction of Kirsch civil site work and added fencing to improve site accessibility for ADA and for site security. Owner directed additive change of \$21,000
PCO #17: Additional conduits for non-contiguous charging stations and relocation of sewer alarm. Design-builder directed and a discovered condition. Additive change of \$7,500
PCO #18: All-inclusive negotiated global settlement for all unforeseen site conditions and re-mobilization. Additive change of 18,853
PCO #19: 316 non-compensable calendar day adjustment. Additive change of \$ 00
Total Change Order spending to date, including this change, is 2.53% of the original contract amount. Funding for this change is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

Detailed, Grouped by Each Number

251C Lots A & B and Kirsch PVs

Project # 251C

Gilbane/MAAS

Tel: Fax:

Date: 8/16/2012

To Contractor:

SunPower

1414 Harbour Way South
Richmond, CA 94804

Architect's Project No:

Contract Date: 3/25/2011

Contract Number: MC111066

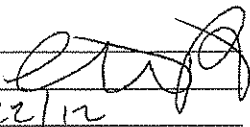
Change Order Number: 003

The Contract is hereby revised by the following items:

251C Lots A & B and Kirsch PVs

PCO	Description	Amount
014	Installation of electric vehicle charging stations - OD	\$ 27,210.00
015	Construction of concrete pedestals, retaining walls and vehicular bollards - ADDC	\$ 18,895.00
016	Additional construction of Kirsch civil site work and added fencing - OD	\$ 21,000.00
017	Additional conduits for non-contiguous charging stations and relocation of sewer alarm - ADDC	\$ 7,500.00
018	All-inclusive negotiated global settlement for all unforeseen site conditions and re-mobilization	\$ 18,853.00
019	316 non-compensable calendar day adjustment to modify the Substantial Completion date to October 19, 2012 and Final Completion to November 18, 2012 for the completion of the remaining project scope.	\$ 0.00

The original Contract Value was.....	\$ 8,750,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 128,208.00
The Contract Value prior to this Prime Contract Change Order was.....	\$ 8,878,208.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 93,458.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 8,971,666.00
The Contract duration will be changed by.....	316 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/19/2012

	SunPower	Foothill-De Anza Community College District
ARCHITECT	CONTRACTOR	OWNER
	1414 Harbour Way South	12345 El Monte Road
	Richmond, CA 94804	Los Altos Hills, CA 94022
Address	Address	Address
By	By Sam Pratt	By Charles Allen
SIGNATURE	SIGNATURE 	SIGNATURE
DATE	DATE 8/22/12	DATE

Title: Change Order 12
Vendor: Hathaway Dinwiddie Construction Company
Agreement Date: February 10, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 163,143.00
For: Owner directed changes: Addition of a stair crossover at the Lab roof to improve maintenance access; Miscellaneous Commons Building finish revisions; window shade addition in the Lab building; lighting revisions at the Classroom breezeway and the Lab building stairway; door hardware revision; and miscellaneous tel-data revisions requested by ETS.
Architect directed changes: Revision of handrail attachment in the Lab Building; revision of exterior window frame color at the Commons Building; addition of attachments for the ceiling grid system in Lab Building corridors; and revisions to the ceiling grid system at F1 light fixtures.
Changes due to unforeseen conditions: Additional soils excavation to stabilize unstable subgrade adjacent to the loop road.

This change plus all previously approved change orders equal to 4.0% 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: 8/16/2012

To Contractor:

Hatheway 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: 012

The Contract is hereby revised by the following items:

Change Order 12 - September 10, 2012 BOT

PCO	Description	Amount
075	(HD COR 1052) Bulletin 29 Lab Mt. Fab. Revisions, (Lee's)	\$3,126
093	(HD COR 1067) Bulletin 37 Misc Changes Affecting the Door Hardware, (Boyet)	\$14,678
121	(HD COR 1090) RFI 2732-A-115 Exterior Sheet Metal Color Changes, (Therma)	\$3,445
122	(HD COR 1088) RFI 3028-T-007 Data Wire to WAPs (RCE)	\$16,001
126	(HD COR 1093) Bulletin 60 - PSEC Lighting Revisions, (RCE, Alliance)	\$25,028
127	(HD COR 1094) Bulletin 61 - Commons Wing Finishes, (Royal, Raymond)	\$16,263
128	(HD COR 1095) Bulletin 57 and 57B - Shade Redesign, (Penn)	\$23,798
130	(HD COR 1097) RFI 3119-E-086 Notch Perimeter Trim for F1 Light Fixture, (GF)	\$8,701
131	(HD COR 1098) RFI 3085-C-096 Lot 4 Entrance Curb Area Soil, (M&H)	\$7,963
133	(HD COR 1100) RFI 3043-S-435 Track and Metal Stud at Lab Corridors (GF)	\$16,650
136	(HD COR 1101) RFI 3104-T-017.001 MDF/IDF Rack Clearance, (RCE)	\$10,020
137	(HD COR 1102) RFI 3086-A-263 Lab Mechanical Well Stair Crossover, (HD)	\$11,144
138	(HD COR 1103) RFIs 3097, 3098, 3099, 3129, 3157 Taledata Revisions, (RCE)	\$6,326

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$1,498,338
The Contract Value prior to this Prime Contract Change Order was.....	\$43,074,520
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$163,143
The new Contract Value including this Prime Contract Change Order will be.....	\$43,237,663
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

Hatheway Dinwiddie Construction

CONTRACTOR
565 Laurelwood Rd.
Santa Clara, Ca 95054

Address

By Stephen McCoid

Foothill-De Anza Community College
District

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

By Charles Allen

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

SIGNATURE _____
DATE _____

SIGNATURE *[Signature]* M'bid
DATE 8/16/12

SIGNATURE _____
DATE _____

College Approval

Signature _____

Date: _____

Title: Change Order #3
Vendor: Taber Construction, Inc.
Agreement Date: May 28, 2012
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$ 17,023.00
For: Transport of soil from the central campus to Lot 1H to allow work to continue while the soil was analyzed for potential contamination.

Total project changes represent 0.34% 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: 8/15/2012
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number 112283
Architect's Project 144
Contract Date: 5/28/2012
Contract Number: MC-120988
Change Order Number: 003

The Contract is hereby revised by the following items:

Project #144 - Change Order #2 - Taber Construction, Inc.

PCO	Description	Amount
017	TPCO - 12 Provide labor and equipment to transport dirt piles: 1, 2, and 4 to Lot 1H per District's direction	\$17,023

The original Contract Value was.....	\$5,955,000
Sum of changes by prior Prime Contract Change Orders.....	\$303,338
The Contract Value prior to this Prime Contract Change Order was.....	\$6,258,338
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$17,023
The new Contract Value including this Prime Contract Change Order will be.....	\$6,275,361
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.

WRNS Studio

Taber Construction

Foothill-De Anza Community College
District

ARCHITECT
501 2nd Street
Suite 402

CONTRACTOR
2278 Pike Court
Concord, Ca 94520

OWNER
12345 El Monte Road
Los Altos Hills, CA 94022

Address

Address

Address

By Wright Sherman

By Bret Taber

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

Title: Project Authorization Amendment No. F-WRNS-05
Vendor: WRNS Studio
Agreement Date: August 27, 2012
Campus: Foothill College
Project Number: 115
Project Name: Fine Arts Scene Shop
Amount: \$298,660
For: Design services for the newly-created Fine Arts Scene Shop project (formerly a part of FAPPS). Services include a combined schematic and design development phase, construction document preparation, bidding support and construction administration.

The funding for these services is included in the current budget.

Action Requested: Approval

**Project Authorization Amendment No. F-WRNS-05
Between Foothill-De Anza Community College District
& WRNS Studio**

For the following Measure C Project(s):
#115 – FINE ARTS SCENE SHOP

For Design through Construction Administration (CA) Phase Services

WHEREAS, in connection with the design, bidding and construction of the Measure C Projects, the Foothill – De Anza Community College District (District) has retained Gilbane/Maas ("Program Manager") to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District and WRNS Studio (Architect) have a fully executed Standard Form of Master Agreement (Agreement) between the District and the Architect in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Architect.

WHEREAS, the Architect and its Design Consultants are each duly qualified and properly licensed/registered to provide and perform all Services under the agreement and all subsequent Project Authorization Amendments.

NOW THEREFORE this Project Authorization Amendment (PAA) is incorporated into the Agreement, by agreement between the District and Architect, for the Project named above and described below.

I. General:

1. Provide Full Design, Engineering, DSA Approval, Bidding, and Contract Administration Services for the Fine Arts Scene Shop based on the approved concept design documents, Concept Plan by WRNS dated March 3, 2012, and Concept Narrative by WRNS dated March 30, 2012. Scope of Project includes design and construction administration of new Fine Arts Scene Shop, appurtenant utility relocations, site work, and Parking Lot 1B expansion and upgrades.
2. Whereas the funding source for the projects above in I.1. are provided by the following Measure C project:
 - a. Project #115; Fine Arts Scene Shop

II. Scope of Services:

1. The scope of services for the projects listed in section I.1 will be provided by WRNS Studio (Architect) and the following sub-tier design consultants unless otherwise noted as the District's consultant(s):
 - a. Crosby Group (Structural Engineer)
 - b. Interface Engineering (MEP and Fire Protection)
 - c. Sandis (Civil Engineer)
 - d. Architectural Resources Group
 - e. Smith Fause & McDonald, Inc.
2. Provide the scope of services as defined below.
 - A. Confirm Programming for project.
 - B. Summary of Design Deliverables:

- a. 100% Schematic Design / Design Development Package submittal, hereinafter referred to as "Preliminary Design Package".
 - b. 100% Contract Document Package submittals for the project.
- C. Provide separate "Make Ready" early utility relocation and emergency generator bid package if required by Owner.
- D. Prepare Cost Estimate:
 - a. Develop a cost estimate defining probable construction costs, prepared by a professional estimator, based on the deliverables described in section B at the end of Preliminary and CD phases (100% Design Submittals).
 - b. Cost estimates shall be broken down by area, building or CSI division as appropriate to provide sufficient cost detail to support design stage cost management.
- E. Final Deliverables:
 - a. 100% Contract Documents of final scope shall be submitted for bid at the agreed bid dates in accordance with article 2.5.9 of the Master Agreement.
- F. Contract Administration During Construction
 - a. Construction Administration services shall be provided.
- G. Interface with Campus and District:
 - a. Attend meetings as required with College groups, including planning, user groups, and facilities staff, to collect data, review progress and seek approvals.
 - b. Architect shall include up to 2 coordination meetings during each design phase.
- H. Board Presentations:
 - a. Participate in one Board Presentation as required.

III. District's Responsibilities:

- A. The District or the District's Project Manager will provide support to the Architect, including the following:
 - a. Assign a project manager who will facilitate the flow of information, assist the Architect in managing the project schedule and make decisions on behalf of the District.
 - b. Identify key College and District participants and schedule required meetings with these key players.

IV. Schedule:

- A. Complete all scope activities in section II.2.A-B by January 1, 2013. Construction is anticipated to commence June 2013, with a completion date of no later than December 2013. If for any reason the schedule is delayed the fees may be adjusted accordingly.
- B. Complete all Cost Estimating as defined in II.2.D within 7 days after the completion of each design phase.
- C. Architect shall submit an "Architectural Schedule" as defined in the Master Agreement Article 1.1.2 for District review within 2 weeks of the notice to proceed.

V. Project Construction Budget:

- A. The Project Construction Budget, as defined by Article 5.2 of the Master Agreement, shall be \$2,000,000.

V. Fees & Payment:

A. Fee Summary for Basic Services:

Preliminary Design Phase	(31%)	\$83,700
Construction Documents	(37%)	\$98,780
DSA Permit Review	(5%)	\$13,000
Bidding Phase	(2%)	\$ 4,460
Construction Administration	(20%)	\$52,120

DSA Closeout	(2%)	\$ 5,500
Signage	(3%)	\$ 8,600
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Subtotal		\$266,160
Reimbursable Allowance		\$12,500
"Make Ready" Allowance		\$20,000
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Total Not to Exceed Fee		\$298,660

- B. Additional Services: On a time and materials basis based on rate schedule attached as Attachment "B".
- C. Reimbursable expenses: 1.1 times cost for reimbursables, including consultant reimbursables, based upon rate schedule attached as Attachment "C".
- D. Payment: Monthly for work performed the previous month.

"District"
FOOTHILL- DE ANZA COMMUNITY COLLEGE DISTRICT
a California Community College District

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

"Architect"
WRNS Studio, LLP

By: _____ Date: _____
John Ruffo
Partner