

**Board of Trustees Agenda Item****Board Meeting Date:** October 1, 2012**Title of Item: Measure C Consent****Background and Analysis:**

The aggregate of these items is: \$548,637

***De Anza College Only***

- A) Allana Buick& Bers, Inc. – Project Authorization Amendment #D12 to Master Agreement – L2, L3 & L6 Roofing Repairs - \$56,210
- B) Arch-Pac, Inc. – Revision #3 to Project Authorization Amendment #D01 – Pool Tile and Plaster Renovation - \$0
- C) Omni Construction Service, Inc. – Change Order #1 – A9/PE6 HVAC Improvements - \$22,394
- D) Omni Construction Service, Inc. – Change Order #2 – A9/PE6 HVAC Improvements - \$42,427
- E) Ratcliff Architects – Revision #17 to Agreement – Mediated Learning Center - \$23,800
- F) Sundt Construction, Inc. – Change Order #18 – Media & Learning Center – (\$11,778)
- G) Swenson Associates – Change Order #1 – Corporation Yard - \$43,832
- H) Verde – Revision #4 to Agreement – Stadium & Track - \$20,000

***Foothill College Only –***

- I) Applied Materials & Engineering, Inc. – Revision #2 to Agreement for Design Professional Services – Smithwick Theater - \$4,000
- J) Beals Martin, Inc. – Change Order #1 – Modernization of Building 5700 – (\$1,615)
- K) Robert A. Bothman, Inc. – Change Order #2 – Parking and Circulation – Phase I - \$54,739
- L) Cogent Energy Inc. – Revision #1 to Project Authorization Amendment #2 - \$0
- M) Hathaway Dinwiddie Construction Company – Change Order #13 – Physical Sciences and Engineering Center - \$33,455
- N) HMC Architects – Revision #4 to Project Authorization Amendment #F-HMC-4 – Modernization of Learning Support Center, Biology, and General Classrooms - \$84,000
- O) Hoi's Construction, Inc. – Change Order #5 – New Press Box - \$18,645
- P) Ratcliff Architects – Revision #18 to Agreement – Physical Sciences and Engineering Center - \$18,050
- Q) R. C. Benson & Sons, Inc. – Award of Contract – Japanese Cultural Center - \$31,420
- R) Ralph Larsen & Son, Inc. – Change Order #9 – Smithwick Theatre – (\$11,873)
- S) Taber Construction, Inc. – Change Order #6 – Central Campus Site Improvements - \$120,931

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 Gina Bailey, Acting Director, Purchasing Services, 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, Acting Director, Purchasing Services
Is backup provided?	Yes

Title: Project Authorization Amendment D12 to Master Agreement

Vendor: Allana Buick & Bers, Inc.

Agreement Date: October 9, 2008

Campus: De Anza College

Project Number: 236E

Project Name: L2, L3 & L6 ROOFING REPAIRS

Amount: \$ 56,210.00

For: Professional Services for design, bidding/procurement, and estimating the tile roofing repairs needed for L2, L3, and L6 buildings. Repairs shall be detailed in the designs, including, the removing, cleaning, and replacing of roof tiles; the design and details for new underlayment and flashings; the design and details for removal and replacement of the stucco parapets and coping; and designs and details for the repairs to any readily observed dry rot areas.

Funding for this project is available within project 236.

Action Requested: Ratification

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**Project Authorization Amendment D12  
Between Foothill-De Anza Community College District  
and Allana Buick & Bers, Inc.**

AMENDMENT made as of the 1<sup>st</sup> day of October in the year Two Thousand Twelve (2012) between the District:

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

and the Design Professional:

**Allana Buick & Bers, Inc.  
990 Commercial Street  
Palo Alto, CA 94303**

*For the following Project: MEASURE C – BOND PROJECT #236E - L2, L3 & L6 ROOFING REPAIRS*

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 Allana Buick & Bers, Inc., (Design Professional) have a fully executed Master Form of Agreement (Agreement), dated October 9, 2008, between the District and the Design Professional in place that clearly defines conditions of their Agreement, the expected performance criteria, and the anticipated deliverable work from the Design Professional;

WHEREAS, the Design Professional is duly qualified and properly licensed/registered to provide and perform the Basic Services under this PAA in conjunction with the Agreement;

THEREFORE, this Project Authorization Amendment (PAA) is incorporated therein by this reference, for the project as described as follows:

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*L2, L3 & L6 Roofing Repairs*

**1. Project Authorization Amendment PAA D12 Scope of Services:**

**A. Design Services – General Requirements:**

Design services per the Master Agreement, with clarifications as follows:

- No DSA submittal required. All roofing repairs are 'in kind' with minor changes to materials and flashing requirement.
- Design review process will include three formal design reviews and meetings for 50%DD, 100%DD, and 100%CD phases. A construction estimate will be provided at the end of each of these phases and at each meeting.
- Respond to District's review comments, actions taken or not taken and reason for actions.
- Consultant will field verify condition of existing tile and stucco parapet and related components (i.e. Electrical, Signage, etc.)
- Provide four (4) sets of drawings and specifications and a digital CD for each design review.

- Collaborate with Program Manager on Division 0 and 1 specifications. Coordinate and remove any redundancies between the technical specifications and Division 0 and 1.
- Provide value-engineering suggestions to remain on budget/schedule along with estimates.
- Provide list of outstanding design questions for District at each meeting, track responses accordingly.
- Technical Specifications per 2004 CSI Master Format.

**B. Design Services – Specific Design Requirements:**

**Tile Roof Repairs Scope for L2, L3, and L6 Roofs:**

- Tile roof repairs include removal, cleaning, and replacing with existing tile and providing new tile for replacement of broken tiles. Demo and installation of new underlayment and related sheet metal flashings.
- Demolition of parapet stucco, flashings, sealant, etc as needed to restore tile roofs and parapet conditions
- Parapet stucco replacement and coping
- Priming, painting/coating of outside parapets
- Repair details for substrate, decking, fascia and any other potential dry rot repairs
- Protection of existing conditions, including flat roofs
- Coordination as needed with Districts Hazardous Materials Consultant
- Prepare site logistics plan in line with past Measure C roofing projects

**C. Bid Phase Services**

Bid phase services per the Master Agreement, which includes, but is not limited to:

- Attend pre-bid meeting and bid walk with prospective bidders and answer questions that arise in regards to the scope of work and the construction documents.
- Provide clarifications and responses to bidder's questions during Bid Phase.
- Provide addenda to contract documents during Bid Phase as needed.

**D. Construction Administration, Monitoring, and Close-Out Services – (NOT INCLUDED)**

**4. Consultant Compensation:**

The Project Authorization Amendment **PAA D12**, Contract Price for the Services shall be based upon the following:

***LUMP SUM CONTRACT PRICE***

*The Contract Price for the Services of this PAA is a lump sum of \$56,210 (Fifty-six thousand, two hundred ten hundred dollars).*

*Schedule of Values:*

Design Services:	\$46,215
Bid Phase Services:	\$ 2,220
Construction Estimating Services:	\$ 5,775
Reimbursable (allowance):	\$ 2,000
Total:	\$56,210

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

50% Design Development	11/1/2012	11/26/2012
50% Design Development Review	11/26/2012	12/7/2012
100% Design Development	12/10/2012	1/4/2013
100% Design Development Review	1/4/2013	1/18/2013
100% Construction Document Development	1/21/2013	2/1/2013
100% Construction Document Review	2/4/2013	2/18/2013
Procurement/Bid Phase	2/25/2013	5/25/2013
Contract Termination	6/1/2014	

**6. Invoicing Requirements.**

*Remit all invoices to the following address:*

Gilbane/MAAS Accounting  
Foothill Community College  
12345 El Monte Rd., Bldg. 5998  
Los Altos Hills, CA 94022

*All invoices should include the following information:*

- Measure C
- Project Number and Name: 236E – L2, L3 & L6 ROOFING REPAIRS
- All items billed against Schedule of Values, with percent of completion
- Backup billing data
- Purchase Order Number
- Construction Monitoring Invoices shall be submitted separately and independent of the design, bid phase, and construction administration services.

**5. Insurance Requirements per the Master Agreement.**

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

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

**Gilbane Building Company**  
7 Jackson Walkway  
Providence, RI 02903

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

**DISTRICT**

Foothill-De Anza Community College District  
A California Community College District

By: \_\_\_\_\_  
Charles Allen, Executive Director of Facilities,  
Operations, and Construction

Dated: \_\_\_\_\_

**DESIGN PROFESSIONAL**

Allana Buick & Bers, Inc

By: \_\_\_\_\_  
Name/Title

Dated: \_\_\_\_\_

Title: Revision #3 to PAA #D01.  
Vendor: Arch-Pac, Inc  
Agreement Date: August 3, 2010  
Campus: De Anza  
Project Number: 200F  
Project Name: 200F De Anza Pool Tile and Plaster Renovation  
Amount: \$0.00  
For: Extension to the Project Authorization Amendment until December 31, 2013. This extension will allow the Architect to develop design documents for a new scoreboard, to finalize negotiations regarding new DSA issues, and for the closeout of construction documents for DSA for Pool Tile and Plaster Renovation project.

Funding for this change is included in the current budget.

Action Requested: Ratification

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**Revision #3 to Project Authorization Amendment (PAA) # D01 dated August 3, 2010 to  
THE MASTER AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT and  
ARCH-PAC INC, dated August 3, 2010.**

Revision #3 to PAA #D01 made as of the 1<sup>st</sup> day of October in the year Two Thousand & Twelve

**Assigned Project Description:**

***Measure C - Bond Project # 200F DE ANZA COLLEGE POOL TILE AND PLASTER REPLACEMENT***

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

**Project Authorization Amendment (PAA) # D01, scope of work remains unchanged, with the exception of the scope of work identified in Revision #3 of PAA D01.**

Revision #3 to PAA # D01 for this project includes the following Additional Service Request (ASR):

- Extension to the Project Authorization Amendment until December 31, 2013.
- Extends the contract to develop design documents for installation of a new scoreboard at the De Anza swimming pool.
- Extends the contract to negotiate DSA issues and to closeout construction documents with DSA for 200F Pool Tile and Plaster Replacement.

**Total:                   \$ 0.00**

**2. Revised Consultant Compensation:**

The Project Authorization Amendment D01, Revision 3 Contract Price for the Consultant Services shall be revised based upon the following:

<i>Master Agreement PAA D01:</i>	<i>\$180,938</i>
<i>Revision #3:</i>	<i>\$ 0.00</i>
<i>Current Agreement:</i>	<i>\$180,938</i>
<b><i>Maximum Revised Agreement:</i></b>	<b><i>\$180,938</i></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 six month periods, from the date of Revision #3 to PAA D01.

<b><u>Activity</u></b>	<b><u>Finish</u></b>
<b>Construction Administration Service for Scoreboard, negotiation of DSA issues and DSA closeout.</b>	<b>12/31/2013</b>

**4. Invoicing Requirements per the Master Agreement remain unchanged per PAA D01.**

**5. Insurance Requirements per the Master Agreement remain unchanged per PAA D01.**



**DISTRICT**

Foothill – DeAnza Community College District  
A California Community College District

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

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

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

**CONSULTANT**

Arch-Pac Inc

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

Ken Moeller, Principal

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

Title: Prime Contract Change Order #01  
Vendor: Omni Construction Service, Inc.  
Agreement Date: March 12, 2012  
Campus: De Anza  
Project Number: 200C  
Project Name: A9 / PE6 HVAC IMPROVEMENTS  
Amount: \$22,394  
For: Prime Contract Change Order #01 revises the original contract sum between the District and Omni Construction Service, Inc. Included in this change order are removal and relocation of electrical conduits and wiring and existing data raceway to accommodate the pathways for the new duct work and building power requirements. Also included are additional wall demolitions to allow the building of concrete formworks for the A9 East wall concrete infill and additional soffit carpentry due to height adjustments made from the design documents.

This change order represents 4.09% above the base contract amount. The funding for this change is within the current budget.

Action Requested: Ratification

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## Prime Contract Change Order

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

### 200C PE6 HVAC Replacement & A9 HVAC ImproveProject # 200C

Gilbane/MAAS

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

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

Date: 8/27/2012

#### To Contractor:

Omni Construction Service Inc  
533 Airport Blvd #555  
Burlingame, CA 94010

DSA Number 01-112199  
Project # 200C  
Contract Date: 3/28/2012  
Contract Number: MC120983  
Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Description	Amount
002	Relocation of existing conduits/wires in Room 92b to accommodate building power requirements - Architect Directed Design Change	\$3,810
008	Additional drywall removal to allow formwork to be inserted between existing furred wall studs and infill openings reflected in the design documents. - Architect Directed Design Change	\$1,306
009	Relocation of one electrical conduit and wires after demolition of concrete wall in Room 93a that is in the pathway of the new ductwork. - Architect Directed Design Change	\$1,454
010	Relocation of three electrical conduits and wires after demolition of concrete wall in Room 92b that is in the pathway of the new ductwork. - Architect Directed Design Change	\$2,797
013	Removal of existing data raceway in Room 93 and 94 that is in conflict with the new ductwork pathway and soffit construction. Installation of conduit pathways to relocate the data raceway out of the ductwork pathway. - Architect Directed Design Change	\$11,709
015	Additional metal studs, drywall and finishings for a lower soffit where existing concrete beam is lower than reflected in the design document. - Architect Directed Design Change	\$1,318

The original Contract Value was.....	\$548,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$548,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$22,394
The new Contract Value including this Prime Contract Change Order will be.....	\$570,394
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/14/2012

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

Noll and Tam Architects and Planners

#### ARCHITECT

729 Heinz Avenue  
Berkeley, CA 94710

Address

By Merideth Marschak

SIGNATURE \_\_\_\_\_

Omni Construction Service Inc

#### CONTRACTOR

533 Airport Blvd #555  
Burlingame, CA 94010

Address

By Bob Zimmerman

SIGNATURE \_\_\_\_\_

Foothill-De Anza Community College District

#### OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE \_\_\_\_\_

**PCCOs**  
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 #02  
Vendor: Omni Construction Service, Inc.  
Agreement Date: March 12, 2012  
Campus: De Anza  
Project Number: 200C  
Project Name: A9 / PE6 HVAC IMPROVEMENTS  
Amount: \$42,427  
For: Prime Contract Change Order #02 revises the original contract sum between the District and Omni Construction Service, Inc. Included in this change order are additional labor and materials to install the soffit on the East Wall. Also included are additional A9 East wall concrete infill, insulation within the soffit and installation of light fixtures. An all-inclusive global settlement for project compensable time extension. A non-compensable calendar day adjustment.

All changes to date are equal to 11.83% above the original construction contract amount. The funding for this change is within the current budget.

Ratification

Action Requested:

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Title: Prime Contract Change Order #02  
Vendor: Omni Construction Service, Inc.  
Agreement Date: March 12, 2012  
Campus: De Anza  
Project Number: 200C  
Project Name: A9 / PE6 HVAC IMPROVEMENTS  
Amount: \$42,427  
For: Prime Contract Change Order #02 revises the original contract sum between the District and Omni Construction Service, Inc. Included in this change order are additional labor and materials to install the soffit on the East Wall. Also included are additional A9 East wall concrete infill, insulation within the soffit and installation of light fixtures. An all-inclusive global settlement for project compensable time extension. A non-compensable calendar day adjustment.

All changes to date are equal to 11.83% above the original construction contract amount. The funding for this change is within the current budget.

Action Requested: Ratification

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## Prime Contract Change Order

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

### 200C PE6 HVAC Replacement & A9 HVAC ImproveProject # 200C

Gilbane/MAAS

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

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

Date: 9/14/2012

#### To Contractor:

Omni Construction Service Inc  
533 Airport Blvd #555  
Burlingame, CA 94010

DSA Number

Project #

200C

Contract Date:

3/28/2012

Contract Number: MC120983

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Description	Amount
001	Additional removal and installation of drywall, rubber base and paint in Room 91C due to unforeseen condition - Owner Directive	\$1,276
003	Revision of soffit framing to accommodate existing openings, conduits and plumbing pathways, along the East wall - Architect Directed Design Change	\$17,500
014	Demolition of outside air grille and sleeve that was not shown on plans. Perform concrete infill reflected in the design document. - Architect Directed Design Change	\$4,244
016	Labor hours to reinstall light fixtures in PE6 - Architect Directed Design Change	\$1,119
017	Additional installation of duct liner within soffit - Architect Directed Design Change	\$3,080
018	All-inclusive global settlement for project compensable time extension from September 14, 2012 to September 30, 2012.	\$14,416
021	Additional materials and labor to attach furred wall where electrical conduit conflicted with work - Architect Directed Design Change	\$792
023	Non-compensable calendar days adjustment to modify the Substantial Completion date to September 30, 2012 and Final Completion date to October 14, 2012.	\$0

The original Contract Value was.....	\$548,000
Sum of changes by prior Prime Contract Change Orders.....	\$22,394
The Contract Value prior to this Prime Contract Change Order was.....	\$570,394
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$42,427
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$612,821</b>
The Contract duration will be changed by.....	17 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/1/2012

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

Noll and Tam Architects and Planners

#### ARCHITECT

729 Heinz Avenue  
Berkeley, CA 94710

Address

By Chris Noll

SIGNATURE

DATE

Omni Construction Service Inc

#### CONTRACTOR

533 Airport Blvd #555  
Burlingame, CA 94010

Address

By Bob Zimmerman

SIGNATURE

DATE

Foothill-De Anza Community College District

#### OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

**PCCOs**

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

College Approval

By Letha Jeanpierre

Signature \_\_\_\_\_

DATE \_\_\_\_\_



Title: Revision #17 to Standard Form of Agreement  
Vendor: The Ratcliff Architects  
Agreement Date: June 17, 2008  
Campus: De Anza College  
Project Number: 261  
Project Name: Mediated Learning Center  
Amount: \$23,800  
For:

Provide additional Energy Systems Measurement & Verification as follows:

Monitoring the energy consumption of key energy uses in the building, and comparing that energy information to the design energy model to identify if there are significant discrepancies and where the building may not be operating as intended.

Studying operating trends of components of the building to assist the building facilities management in running the building at its potential.

Being available to assist building management with the ongoing operation of the building.

The contract duration for this revision is October 1, 2012, through September 30, 2013. Funding for this item is available within the current project budget.

Action Requested: Approval

Revision #17 to the Standard Form of Agreement (Purchase Order #G979234) dated June 17, 2008 between Foothill-De Anza Community College District and The Ratcliff Architects.

- Monitoring the energy consumption of key energy uses in the building, and comparing that energy information to the design energy model to identify if there are significant discrepancies and where the building may not be operating as intended.
- Studying operating trends of components of the building to assist the building facilities management in running the building at its potential.
- Being available to assist building management with the ongoing operation of the building.

Compensation for these scope changes will be on a Not-to-Exceed, Time and Materials basis.

Original contract value:	\$ 4,624,300.00
Net change in contract value from previous revisions:	<u>\$ 583,780.00</u>
Contract value prior to this revision:	\$ 5,307,980.00
<b>Net change in contract value due to this revision:</b>	<b><u>\$ 23,800.00</u></b>
New contract value including this revision:	\$ 5,331,780.00

**OTHER:** All other contract terms are to remain in place per the standard form of agreement referenced above.

Revision agreed to by:

OWNER

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Charles Allen  
FHDACCD - Executive Director of Facilities, Operations, and Construction Management

CONSULTANT

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Signature
Date

Print Name  
The Ratcliff Architects



September 18, 2012

5856 Doyle Street  
Emeryville CA 94608

Tel 510 899 6400  
Fax 510 899 6404  
www.ratcliffarch.com

Mr. Tom Armstrong  
Director Bond Program Management, Planning, Design, & Construction Management,  
De Anza College  
21250 Stevens Creek Blvd  
Cupertino, California 95014

Subject: **Proposal for Additional Services (#18Rev)**  
**De Anza College Mediated Learning Center (MLC)**  
***Measure C PROJECT NO. 261***  
Ratcliff Project No. 27046

Dear Mr. Armstrong:

Ratcliff presents this proposal for Additional Services on the De Anza Mediated Learning Center project. De Anza has requested Ratcliff provide project overview and coordination for WSP-Flack & Kurtz / Built Ecology's additional scope of work for post-construction phase building energy performance measurement and verification services. With this expansion of the work Ratcliff is requesting an increase to our original contract. This letter is to seek formal authorization from you for the performance of Additional Services by Ratcliff and its consultant under Article 3.3 of the June 17, 2008 Standard Form of Agreement Between The Foothill-De Anza Community College District & "New" Architects (*Purchase Order G979234*).

The broad scope of Additional Services is as defined in Flack & Kurtz's attached, August 15, 2012 proposal, which includes a detailed description of the specific scope elements. These elements include production of a metering requirement description and work scope, gathering and analyzing building use patterns, comparison of anticipated and actual energy usage, collection and analysis of trend data, as well as participation in a specific quantity of on-site and remote meetings with District staff.

Ratcliff's role will be strictly limited to general oversight and to facilitate communications and decision-making between District staff and engineers when necessary. Ratcliff's scope will include attendance at one meeting only.

Ratcliff and its consultant propose to provide the services outlined above on a lump sum basis totaling Twenty-Three Thousand Eight Hundred Dollars (\$23,800) without written authorization by the Owner.

Mr. Tom Armstrong  
September 18, 2012  
Page 2 of 2

The following are the breakdown totals for the *De Anza MLC Work: 27046 – Expanded Scope of Work:*

**Post-Construction Measurement & Verification Services**

<b>Total Ratcliff's Fee</b>		
Additional Overview & Coordination:	\$4,000	\$4,000

**Consultant Fees + Reimbursable Expenses**

WSP-Flack & Kurtz (Mechanical consultant):	\$18,000	
Consultant Markup 10%:	<u>1,800</u>	

<b>Total Consultant Fee:</b>	<b>\$19,800</b>	<b><u>\$19,800</u></b>
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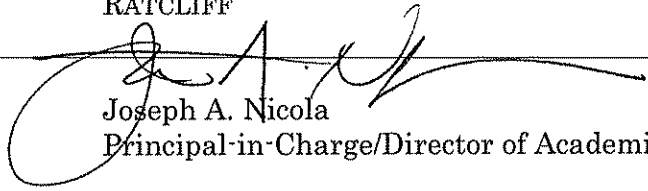
<b>TOTAL FEE for Expanded Scope of Work services:</b>	<b>\$23,800</b>
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Note that this proposal assumes that the District will invest in the installation of permanent metering systems as indicated on the Flack & Kurtz proposal.

Please feel free to call me should you have any questions regarding our proposal. We look forward to continuing to work with you on this project.

To confirm authorization from you for the performance of the Additional Services set forth above, please return a signed copy of this letter for my file. Upon your approval of all or portions of this Additional Services proposal, we will proceed with the work.

Very truly yours,  
RATCLIFF



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Joseph A. Nicola  
Principal-in-Charge/Director of Academic Practice

Attachment

cc: Diana Mizuhara, Ratcliff Accounting  
Mike Matson, Ratcliff

RATCLIFF



Built Ecology™

WSP Flack + Kurtz

405 Howard Street  
Suite 500, San Francisco  
CA 94105 USA

T. +1 415 398 3833  
F. +1 415 433 5311

E. sanfrancisco@  
built-ecology.com  
W. built-ecology.com

Wednesday, August 15, 2012

Mike Matson  
Ratcliff Architects

## **Offer of Passive Design Services – De Anza College Mediated Learning Center Measurement & Verification Execution**

Dear Mike,

We are pleased to offer our services to provide Measurement & Verification execution for the De Anza College MLC Building in Cupertino. We see this process as critical in the successful handover of the project to De Anza College.

This service involves three key components:

- Monitoring the energy consumption of key energy uses in the building, and comparing that energy information to the design energy model to identify if there are significant discrepancies and where the building may not be operating as intended;
- Studying operating trends of components of the building to assist the building facilities management in running the building at its potential.
- Being available to assist building management with the ongoing operation of the building.

The HVAC system at De Anza College in particular is a very unique and customized system. The M&V process is designed to ensure the college is able to make the most of the efficiency opportunities afforded by the design.

In addition to the above, this scope meets the requirements and expectations for the LEED NC 2.2 credit EA7 – Measurement and Verification, which has been claimed for the project. The Measurement and Verification Plan, written by WSP Flack + Kurtz and Built Ecology will be updated to reflect this new scope. The detailed scope description below outlines what is included in this offer as part of the execution of that scope.

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### **Scope – Permanent metering scope outline**

We will provide a description and scope of permanent metering requirements to De Anza that would enable the metering system to be bid, and a suitable contractor selected.

### **Scope – Obtaining Inputs to understand how the building is being used**

The M&V plan outlines a process of obtaining inputs on how the building is being operated so that performance can be contextualized against operating parameters.

This element of scope will involve:

- Collecting the classroom schedule from De Anza and comparing it to the schedule from the design energy model.
- Providing De Anza with a summary of how the operating schedule compared with anticipated use is likely to affect energy performance..

### **Scope – Comparison of design energy with actual energy**

This element of scope is designed to enable a comparison of actual energy use and breakdown with a design prediction adjusted for operation and weather.

The purpose of this is then to identify the underperforming parts of the building (if any) and remedy those areas if possible. If the building started using more energy than expected, for example, this process is very important in helping to identify what the cause of excessive energy use.

The M&V plan outlines all of the points that would be metered separately in an M&V execution. Built Ecology would collect this data, sort it and publish design vs actual energy use for all the key energy uses in the building.

Deliverables for this phase would include a quarterly report breaking building energy down by use and comparing that energy to the calibrated energy model. Areas where energy consumption is significantly different to analysis expectations will be identified. Recommendations for improvement and changes to trending analysis will be included.

### **Scope – Trend analysis**

Trend analysis is an important tool for troubleshooting anything that is not operating as intended through the design and for finding ways to improve operation.

Trending involves collecting data on key aspects of operation and establishing cause and effect links between operation and performance.

The Measurement and Verification plan outlines an initial trending process for the building. As part of the Measurement & Verification process, Built Ecology will use trend analysis to suggest means for improved operation if components of the system are not functioning as expected. We will also recommend changes to the trending data collection as necessary if the information needed is not included in the initial trending process.

The end goal is to achieve an optimized building that the facilities staff understand by the end of the first year of operation.

The deliverables will be the review of trending data as part of recommendations for improvement to operation in each quarterly report reviewing calibrated energy performance and actual energy performance.

### **Scope – On-site optimization**

Our scope includes up to 2 visits to the site per quarter to meet with facilities and discuss performance and to review opportunities to improve the design.

---

We will also be available by phone to discuss opportunities to improve operation and to explain the design intent to people operating the building as needed.

### **Exclusions**

The following are explicitly excluded from this scope:

- Additional energy analysis of the building or formal recalibration of the energy model;
- Re-design of building systems;
- Installation of metering devices

### Appointment, Fees, Terms and Conditions

Built Ecology understand we will be engaged as a sub-consultant to Ratcliff Architects. Our operating company name is WSP Flack + Kurtz.

We propose a lump sum fee for this service of \$18,000 broken up as follows:

<u>Scope</u>	<u>Timeframe</u>	<u>Lump Sum fee</u>
On-site assistance, Reporting, Trending Q1	1 <sup>st</sup> month – 4 <sup>th</sup> month	\$8,000
On-site assistance, Reporting, Trending Q2	4 <sup>th</sup> month – 7 <sup>th</sup> month	\$4,000
On-site assistance, Reporting, Trending Q3	7 <sup>th</sup> month – 10 <sup>th</sup> month	\$3,000
On-site assistance, Reporting, Trending Q4	10 <sup>th</sup> month – 13 <sup>th</sup> month	\$3,000
TOTAL Built Ecology		\$18,000

In addition to the above we recommend budgeting up to \$15,000 for the installation of permanent metering systems – this to be confirmed as part of the initial process for identifying metering needs. We will help De Anza College identify contractors who could install meters and will provide a clear scope of work for obtaining quotes for that metering as part of these services.

We anticipate the first month being after handover but the college may decide to wait until classes start and the building is occupied in a meaningful way before starting this process.

We believe these services will add tremendous value to De Anza College and are important in the successful implementation of the innovative and high performance systems being used in the MLC. If there is any more information we can provide please do not hesitate to ask.



Yours sincerely,

Andrew Corney

Vice President, WSP Flack + Kurtz

Title: Prime Contract Change Order #18  
Vendor: Sundt Construction, Inc.  
Agreement Date: December 17, 2010  
Campus: De Anza College  
Project Number: 261  
Project Name: MEDIA & LEARNING CENTER  
Amount: CREDIT (\$11,778)  
For: PCCO #18 revises the Facilities Lease Agreement between the District and Sundt Construction, Inc (SCI) by a net decrease to the value of the Guaranteed Maximum Price (GMP). This change is for the following scope:

Credit for unused project allowances including Student Interns, SWPPP maintenance, site bench lumber, classroom electronic signage, and the interactive Green Touch Screen.

Architect directed changes include revisions to mechanical piping and controls programming for solar thermal system heat rejection, terra cotta corner trim, power & data relocations, site lighting conduit re-routing to avoid conflicts with new hardscape, additional fire suppression system devices, safety appurtenances at second floor canopy and exterior sunshades, restroom ceramic tile revisions for architectural consistency, added countertop supports in student lounge for structural stability, and additional backing for classroom confidence monitors.

Owner directed changes including the addition of a security gate at the 2<sup>nd</sup> floor NW stairway, a maintenance catwalk at the second floor canopy, revisions to classroom millwork to accommodate 3'x7' maintenance access door, added telecom pathways in the TRG suite, reimbursement for solar thermal system glycol removal, and added countertop grommet holes in video conference room.

---

Field condition changes include re-routing an existing 8" water line to avoid conflicts with fountain drain installation, and minor utility vault adjustments to accommodate revised hardscape grading.

Total Change Order spending to date, including this change, is 2.56% 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 - Media & Learning Center

Project # 261

Gilbane/MAAS

Tel: Fax:

Date: 10/1/2012

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: 018

The Contract is hereby revised by the following items:

PCO	Description	Amount
001	ALLOWANCE #1 - Access Control System. Costs carried under COR 61. This PCO is a FINAL/ \$0 cost adjustment. Owner Directive.	\$0
002	ALLOWANCE #2 - Student Interns. Credit for unused allowance. Owner Directive.	\$(150,000)
003	ALLOWANCE #3 - SWPPP after 9/2011. Credit for unused allowance. Owner Directive.	\$(55,562)
004	ALLOWANCE #4 - Redwood Lumber for Benches. Credit for unused allowance. Owner Directive.	\$(25,928)
005	ALLOWANCE #5 - Classroom Electronic Signage Coordination and Cabling. Credit for unused allowance. Owner Directive.	\$(1,093)
021	ALLOWANCE in GC Guaranteed Maximum Pricing- QAS Green Touch Screen. Credit for unused allowance. Owner Directive.	\$(29,113)
024	Bulletin #111 / COR 150 - Provide roof access security gate at 2nd floor NW stairway. Owner Directive.	\$11,654
117	Bulletin #105 / COR 138 - Added mechanical piping for solar thermal heat rejection. Architect Directive.	\$15,421
132	Bulletin #110-A / COR 158 - Reroute 8" Water Line to avoid landscape fountain drain conflicts. Field Condition.	\$27,368
134	Bulletin #92-A / COR 149 - Add structural catwalk at second floor for maintenance access. Owner Directive..	\$28,269
135	Bulletin #45-A / COR 151 - Classroom mechanical shaft millwork modifications to accommodate 3'x7' door for ease of maintenance. Owner directive.	\$30,990
148	Bulletin #132 / COR 159 - Added terracotta panel corner trim for architectural consistency. Architect Directive.	\$1,223
149	Bulletin #98 / COR 141 - Power & Data location adjustments to accommodate furniture, and coordinate between other MEP disciplines. Architect Directive.	\$14,732
155	Bulletin #140/ COR 157 - Provide additional underfloor and through-wall pathways for telecommunications and AV to support TRG program equipment. Owner Directive.	\$5,188
168	RFI 829 / COR 144 - Reroute existing site lighting conduit to avoid conflicts with new hardscape installation. Architect directive.	\$10,314
174	Bulletin #142 / COR 145 - Fire supression clarifications in IDF/MDF. Architect directive.	\$20,737
177	Bulletin #165 / COR 134 - Conceal utilities and framing at Stair #1 ceiling cloud structure for architectural consistency. Architect Directive.	\$6,584
178	Bulletin #162 / COR 160 - Added trim second floor atrium canopy for architectural consistency. Architect Directive.	\$12,273
183	Bulletin #150 & 150.1 / COR 165 - Added safety tie off points at Atrium Louver/Dampers. Architect Directive	\$13,701
189	Bulletin #138 / COR 161 - Revise restroom tile bullnose corners, add trim at atrium terra cotta corners, and add exterior sealant at upper roof. Architect Directive.	\$2,177
190	Bulletin #130 / COR 155 - Relocate flat panel mounts in student lounge. Owner Directive.	\$314
192	Bulletin #160.1 / COR 166 - Added countertop supports at student lounge for structural stability. Architect Directive.	\$6,965

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

199	Bulletin #168 / COR 152 - Added BAS programming and sensor installation for solar thermal hot water system to prevent system overheating during power outages. Architect Directive.	\$23,692
200	Bulletin #172 / COR 153 - Replace interior storefront door strike hardware with longer screws for increased structural stability. Architect Directive.	\$1,823
201	Bulletin #171 / COR 154 - Added rubber wall base at atrium columns for ease of maintenance, and added structural backing for classroom confidence monitors. Architect Directive	\$3,974
202	RFI 905 / COR 156 - Adjust elevation of existing electrical conduit and vault boxes to coordinate with adjacent finish grade. Field Condition.	\$961
203	COR 162 - CREDIT. Reimburse District for solar thermal storage tank glycol spill. Owner Directive.	\$(3,589)
204	COR 163 - Remove existing light pole base near LCW. Architect Directive.	\$1,589
205	Bulletin #148 / COR 164 - Additional safety tie-offs at exterior sunshade catwalks. Architect Directive.	\$6,326
206	COR 167 - Repair sheetrock/painting due to furniture move damage.	\$694
207	RFI 890.1 & 909 / COR 168 - Revised atrium classroom door hardware and door stops to avoid conflicts with atrium slab radiant tubing. Architect Directive.	\$5,553
208	COR 169 - Added countertop grommet holes in video conference room 233. Owner Directive.	\$467
209	Bulletin #173.1 / COR 170 - Paint exposed roof drains at Stair #1 to match surrounding paint. Architect Directive.	\$518

The original Contract Value was.....	\$34,982,355
Sum of changes by prior Prime Contract Change Orders.....	\$907,372
The Contract Value prior to this Prime Contract Change Order was.....	\$35,889,727
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(11,778)
The new Contract Value including this Prime Contract Change Order will be.....	\$35,877,949
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  
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: Prime Contract Change Order # 01  
Vendor: Swenson Associates  
Agreement Date: May 7, 2012  
Campus: De Anza College  
Project Number: 214  
Project Name: Corporation Yard  
Amount: \$ 43,832  
For: Prime Contract Change Order #01 - revises the original contract sum between the District and Swenson Associates for the following changes:

Re-routing of fiber cables feeding the central plant, replacement of power feed to the hazardous container location, added electrical equipment testing station, added electrical outlets to accommodate current equipment owned by the College, additional replacement of asphalt on Campus Drive, increasing the height of the materials storage bin walls, and extension of existing electrical sleeves into the planter for future use.

This change order also includes credit for the replacement of a backflow preventer not needed and extra stock not to be turned over to the College.

The total Change Orders to date represent 1.67% against the original contract amount. Funding is included in the current budget.

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Action Requested: Ratification



## Prime Contract Change Order

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

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

Project # 214  
Tel: 408-864-5889 Fax: 408-864-5745

Gilbane/MAAS

Date: 10/1/2012  
To Contractor:  
Swenson Associates  
581 Division Street, Suite A  
Campbell, CA 95008

DSA Number 01-111512  
Project # 214  
Contract Date: 5/25/2012  
Contract Number: MC120989  
Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Description	Amount
007	Delete 1-1/2" Backflow Preventer RFI#27 - Owner Directive	\$(1,135)
008	Fiber Cable rerouting to Central Plant - Architect Directed	\$9,030
009	TX L7 Feeders Modification per RFI#23 - Owner Directive	\$5,086
010	Linoleum Credit for Extra Stock - Owner Directive	\$(1,843)
013	Replace existing Hazmat Container Power Feed per RFI#25 - Architect Directed	\$1,570
015	Changes to Conformed Drawing Set (Data) - Architect Directed	\$7,960
022	Relocation of Electrical Panel into Electric Shop and provide testing station ASI #10 - Owner Directive	\$3,501
023	Increased Wall Height of Material Bins - Owner Directive	\$6,364
025	Additional AC Removal & Replacement in Campus Drive - Architect Directed	\$5,787
030	Revised Electrical placement in office locations per ASI #14 - Owner Directive	\$4,492
038	Extension of (E) electrical sleeves across road entrance for future use - Owner Directive	\$3,020

The original Contract Value was.....	\$2,628,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$2,628,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$43,832
The new Contract Value including this Prime Contract Change Order will be.....	\$2,671,832
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	1/25/2013

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

Noll and Tam Architects and Planners

ARCHITECT

729 Heinz Avenue  
Berkley, CA 94710

Address

By Christopher Noll

SIGNATURE

DATE

Swenson Associates

CONTRACTOR

581 Division Street Suite A  
Campbell, CA 95008

Address

By Thomas Pond

SIGNATURE

DATE

Foothill-De Anza Community College District

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

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

College Approval

By Letha Jeanpierre

Signature \_\_\_\_\_

DATE \_\_\_\_\_

Title: Revision #4 to Standard Form of Agreement  
Vendor: Verde  
Agreement Date: January 10, 2011  
Campus: De Anza College  
Project Number: 206  
Project Name: Stadium & Track  
Amount: \$20,000  
For: This revision is for increasing the allowance to the Architect's contract for additional services required by added project scope.

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

Action Requested: Approval

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Revision 04 to Standard Form of Agreement, dated January 10, 2011, between  
Foothill-De Anza Community College District and Verde Design Inc for Measure  
C Project 206 Stadium and Track.

Revision Date: October 1, 2012

SCOPE OF WORK:

Provide additional services on an as-needed basis. This agreement increases the allowance amount to be used for all design, design documentation and construction administration required due to added project scope.

Additional design scope added to the contract is summarized below:

1. Storm drain system and paving improvements at parking lot D
2. ADA pathway improvements on the walkway east of the Science Center at the north east corner of Parking Lot E
3. Scoreboard Change to Video Display
4. Re-design resulting from discovered utility conflicts
5. Portable Storage Buildings

SCHEDULE:

This revision to the agreement shall become effective on October 1, 2012 and shall remain in effect until October 1, 2013

COMPENSATION:

This contract revision adds \$20,000 to the established allowance. Use of this allowance is at the District's discretion and is subject to owner approval prior to being used. Any amount remaining at project completion shall be credited back to the owner.

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Designer shall bill all services performed against this allowance as a separate item on pay applications. Rates for services rendered, including reimbursables, as allowed by the original contract, shall be compensated based on the attached Verde Design Inc. Charge Rate Schedule. All other terms of the original agreement shall apply.

Original Contract:	\$105,600
Net change from previous revisions:	\$444,023
Contract value prior to this revision:	\$549,623
Net change in contract value due to this revision:	\$ 20,000
New Contract value including this revision:	\$ 569,623

Revision 04 to Standard Form of Agreement, dated January 10, 2011, between  
Foothill-De Anza Community College District and Verde Design Inc for Measure  
C Project 206 Stadium and Track.

Amendment agreed to by:

Owner

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Charles Allen

Consultant

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Verde Design Inc.



Title: Revision No. 2 to Agreement for Design Professional Services  
Vendor: Applied Materials & Engineering, Inc.  
Agreement Date: July 29, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: \$4,000.00  
For: Additional inspection services for field welding and anchor pull testing due to field condition and Division of the State Architect requirements.

The funding for this contract is within the current budget.

Action Requested: Ratification

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Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 2  
To Agreement/Purchase Order No. MC 120552

CHANGE NO. 2 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 18th day of September, 20 012, by and between the District, a community college district of the State of California, hereinafter called "District" and Applied Materials and Engineering, Inc. hereinafter called "Design Professional."

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

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

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Page 1 of 3

PROJECT # 120 DESIGN FIRM Applied Materials and Engineering

BREIF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services.

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 2  
To Agreement/Purchase Order No. MC 120552

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Applied Materials,  
and Engineering, 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)
- This revision adds inspection services for field welding and anchor pull testing due to the field conditions. The DSA-103 testing and inspection forms requires welding continuous welding inspection and the actual inspection time was longer than what had been approved as the previous change order. The contractor used smaller lengths than anticipated due to tight field conditions which effectively extended the field welding inspection time.
- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)
- Fees for services remain based on actual hours worked on the project by staff personnel and billed monthly. This revision adds \$4,000 to the agreement.

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ORIGINAL AGREEMENT AMOUNT \$ 13,136.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 36,000.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 4,000.00

\*\*\*\*\* Page 2 of 3

PROJECT # 120 DESIGN FIRM Applied Materials and Engineering

BRIEF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services.

Foothill-DeAnza Community College District

NEW TOTAL AGREEMENT AMOUNT \$53,136.00

Foothill-DeAnza Community College District Change No. 2

To Agreement/Purchase Order No. MC 120552

In any event, the total payment for services of Design Professional shall not exceed \$ 53,136.00 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 31  
20 12.

Design Professional Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Design Professional's Company Name \_\_\_\_\_

**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 # 120 DESIGN FIRM Applied Materials and Engineering

BREIF DESCRIPTION OF TYPE OF SERVICE DSA Required Testing and Inspection Services.

Change to Agreement for Design Professional Services

Rev. 12/08/11

Title: Change Order #1

Vendor: Beals Martin, Inc.

Agreement Date: April 16, 2012

Campus: Foothill College

Project Number: 106

Project Name: Modernization of Building 5700

Amount: -\$ 1,615.00 - credit

For: Additional costs for unforeseen conditions at foundation, roof and storm water system, with a no-cost time extension due to those changes. The District is credited for the cost of unused allowances for anticipated work that was not needed.

This change plus all previously approved change orders equal to -0.9% of the base contract value.

Action Requested: Ratification

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# Prime Contract Change Order

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

Date: 9/14/2012

To Contractor:

Beals Martin Inc.  
2596 Bay Road  
Redwood City, Ca 94063

The Contract is hereby revised by the following items:

CHANGE ORDER #01 - OCT. 01, 2012 BOT

DSA Number N/A

Architect's Project No:

Contract Date: 4/16/2012

Contract Number: MC120984

Change Order Number: 001

PCO	Description	Amount
001	ALLOWANCE #01: Repair of Wood Rot (Remaining Balance)	\$(3,935)
003	ALLOWANCE #03: Installation of Owner's Equipment (Not Used)	\$(10,000)
004	RFI #004: Recess Nut/Washers at Window Wall Bottom Plate (FC: Large existing Anchor Bolt Nuts/Washers extended far above existing Bottom Plate and conflicted with new wall framing)	\$359
006	BM PCO #003-R3: RFI #014: Storm Drain Changes (ADDC/OD: Deleted SD at W. and S. Ftgs due to similar scope in Project #144, Added Drain at N. Ftg. at Roll Down Door per District Request, Relocated SD Tie-in due to inadequate slope.	\$4,072
007	BM PCO #005, RFI #015: Add shims and Non-shrink Grout at (N) Wood Roof Edge (FC: Uneven Dimension between (E) Roof Deck and Top of (E) Brick Roof Edge. Shims & Grout needed in order to achieve minimum 5" and create level Roof Edge.)	\$1,102
008	BM PCO #006: Additional Waterproofing Prep at Top of Ftgs (ADDC: Manufacturer's application of Ftg W.P. System to have top edge of Flashing recessed into conc. requiring Sawcutting of small Notch along top of Ftg Perimeter.)	\$2,204
009	BM PCO #007: RFI #009A, Repairs to face of Footing (F/C: Required along W.Ftg. where (E) Greenhouse was demolished. Patching required at Keyway between Greenhouse and main bldg. Patching also required at (E) MEP Penetrations at Ftg.)	\$254
010	BM PCO #008: RFI #008: GSM Flashing around (E) MEP Penetrations at Foundations (F/C: Required to separate W.P. System from unforesen (E) MEP piping.)	\$1,017
011	No-cost Schedule Extension of 55 Calendar Days from Original Date of Substantial Completion (7/25/12) to Revised Date (9/18/12). (ADDC/OD: Due to Multiple Submittal Revisions/Delays and Design Change Impacts)	\$0
012	BM PCO #009: RFI #014: Waterproofing Changes, Additional Excavation for Extended Drain Mat along Ftg Perimeter per ADDC.	\$802
013	BM PCO #010: RFI #005: Re-route electrical above ceiling to maintain power to outlets (FC/ADDC: Construction of Window Wall removed pathway of (E) conduit pathway from Electrical Panel to Classroom Outlets.)	\$1,911
014	BM PCO #011R1: Replace Fascia to fill Void under Roof Flashing (F/C: Large Void b/w top of (E) Fascia and new Roof Flashing created a concern for future Water Penetration behind Fascia.)	\$599

# Prime Contract Change Order

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

The original Contract Value was.....\$179,123  
Sum of changes by prior Prime Contract Change Orders.....\$0  
The Contract Value prior to this Prime Contract Change Order was.....\$179,123  
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....\$(1,615)  
The new Contract Value including this Prime Contract Change Order will be.....\$177,508  
The Contract duration will be changed by.....55 Days  
The revised Substantial Completion date as of this Prime Contract Change Order is.....9/18/12

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.

Allana Buick & Bers

ARCHITECT

990 Commercial St.  
Palo Alto, Ca 94303

Address

By

SIGNATURE

DATE

Beals Martin Inc.

CONTRACTOR

2596 Bay Road  
Redwood City, Ca 94063

Address

By Dwight Ortmann

SIGNATURE

DATE

9.17.12

Foothill-De Anza Community College  
District

OWNER

12345 El Monte Road  
Los Allos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

Signature

Date:

Title: Change Order #2  
Vendor: Robert A. Bothman, Inc.  
Agreement Date: June 18, 2012  
Campus: Foothill College  
Project Number: 162  
Project Name: Parking and Circulation - Phase I  
Amount: \$ 54,739.00  
For: Changes made due to site conditions encountered during construction and/or District requests. Notable items include adding colored concrete at stairs to match adjacent construction and the addition of two storm drain manholes to adapt to existing conditions. This Change Order includes a non-compensable time extension to progress milestones due to required changes. The project completion date is not changed.

Total project changes represent 4.1% change to the contract value.

The funding is included in the current budget.

Action Requested: Ratification

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# Prime Contract Change Order

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

Date: 9/13/2012  
To Contractor:  
Robert A. Bothman, Inc.  
650 Quinn Ave.  
San Jose, CA 95112

DSA Number 01-112282  
Architect's Project  
Contract Date:  
Contract Number: MC - 120999  
Change Order Number: 002

The Contract is hereby revised by the following items:

Project #162 - CO #2

PCO	Description	Amount
011	RFC #7 - Demo and remove cedar tree in conflict with stairway per PR-6.1.	\$1,265
012	RFC #8 - Furnish and install additional 2" conduit for fiber on PE access road requested by the District.	\$9,516
013	RFC #13 - Credit for removing wood fence at PE Access Road per PR 5.	\$(6,149)
014	RFC #9 - Pour Lot 2 Stairway and Landings with "Winter Beige" color concrete per PR-6.1.	\$16,600
024	RFC #6R1 - Provide labor and materials to install 12" SD and 2 manholes including excavation and backfill at PSEC Threshold per PR 2.	\$18,991
025	RFC #12 - Provide new drip tube loops at 18" on center to reach the edge of plant basin including 2 remote control valves and all required parts per PR-3.	\$4,493
026	RFC #22 - Relocate the conflicting electrical conduit with the retaining wall at PE Access Road per RFI #25.	\$4,993
029	RFC #26 - Provide labor and materials to extend and install one extra area drain at Parking Lot 2/3 per PR-9.	\$1,458
030	RFC #23 - Provide labor and materials to relocate and upgrade the boxes at the PE Access Road as requested by the District.	\$3,571
031	Non compensable time extension that changes the Milestone 4 and Milestone 7 completion date from September 14 to September 22 at Parking Lot 2, 3, PE Access Road and Alternate #1 Stair.	\$0

The original Contract Value was.....	\$2,574,452
Sum of changes by prior Prime Contract Change Orders.....	\$51,184
The Contract Value prior to this Prime Contract Change Order was.....	\$2,625,636
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$54,739
The new Contract Value including this Prime Contract Change Order will be.....	\$2,680,375
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	11/2/2012

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.

WRNS Studio

ARCHITECT  
501 2nd Street  
Suite 402  
Address

Robert A. Bothman, Inc.

CONTRACTOR  
650 Quinn Ave.  
San Jose, CA 95112  
Address

Foothill-De Anza Community College  
District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022  
Address

1 - Prime Contract Change Order  
Detailed, Based on Unit Prices, Architect - Foothill with  
DSA Number

By Wright Sherman  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

By Tony Tran  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

By Charles Allen  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

College Approval

\_\_\_\_\_  
Signature

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

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**L**

Title: Revision #1 to Project Authorization Amendment #2  
Vendor: Cogent Energy Inc.  
Agreement Date: January 16, 2009  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 0.00  
For: A no-cost time extension to allow completion of services within the contract duration.

Action Requested: Ratification

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## Revision #1 to PAA#2

Revision #1 to the Project Authorization Amendment #2 (PG980573) dated January 16, 2009 between Foothill-De Anza Community College District and Cogent Energy Inc. for Measure C project 160 – Physical Sciences and Engineering Center.

REVISION DATE: September 4, 2012

### SCOPE OF SERVICES:

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

1. Contract Time Extension – No cost contract time extension from 8/31/12 to 12/31/13

### ADDITIONAL SERVICES:

1. Contract Time Extension \$ 0.00

TOTAL FEES AUTHORIZED: \$ 0.00 NTE

### COMPENSATION:

Original PAA value including Reimbursables:	\$ 170,400.00
Net change in contract value due to previous Revisions:	\$ 0.00
Net change in contract value due to this Revision #1:	\$ 0.00
New contract value including this amendment and Reimbursables:	\$ 170,400.00

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

Amendment agreed to by:

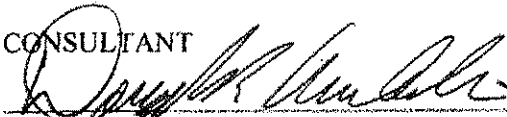
OWNER

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Signature

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

CONSULTANT

  
Signature

Douglas R. Chamberlin  
Principal  
Cogent Energy Inc.

Title: Change Order #13  
Vendor: Hathaway Dinwiddie Construction Company  
Agreement Date: February 10, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 33,455.00  
For: District-directed revisions to instructor stations, addition of two data lines for flat panel displays, addition of two media panels at the courtyard seat walls, and a change to a traffic-rated vault lid for improved safety. Additional ceiling supports were required to resolve above-ceiling conditions.

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

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# Prime Contract Change Order

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

Date: 9/11/2012

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: 013

The Contract is hereby revised by the following items:

Change Order 13 - October 1, 2012 BOT

PCO	Description	Amount
132	(HD COR 1099) RFI 3066-S-445 Added Trapez for Hangers, (GF)	\$2,308
139	(HD COR 1104) RFI 3157-T-024 Flat Panel Wall Box, (RCE)	\$6,911
140	(HD COR 1105) Architectural Millwork Mock Up, (Balliet)	\$5,208
142	(HD COR 1107) RFI 3090-A-266.001 Courtyard Seatwall Utility Boxes Revisions per ETS request (RCE)	\$16,040
149	(HD COR 1109) Cost Request Bulletin 8 - H20 Traffic Rated, Dual Hinge, Spring Load Lid per Owner Request, (RCE)	\$2,988

The original Contract Value was.....	\$41,576,182
Sum of changes by prior Prime Contract Change Orders.....	\$1,661,481
The Contract Value prior to this Prime Contract Change Order was.....	\$43,237,663
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$33,455
The new Contract Value including this Prime Contract Change Order will be.....	\$43,271,118
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

Hathaway Dinwiddie Construction

Foothill-De Anza Community College  
District

ARCHITECT

5856 Doyle Street  
Emeryville, CA 94608

CONTRACTOR

585 Laurelwood Rd.  
Santa Clara, Ca 95054

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

Address

Address

By

By Stephen McCoid

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

College Approval

Signature

Date:

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

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Title: Revision #4 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: \$84,000.00

For: Additional design services for: repair of weathered roof beams at buildings 5100, 5400 and 5800; added conduit and cabling to serve building 5000; added landscaping adjacent to the buildings to coordinate with ongoing site improvement projects; added improvements in building 5700; and for plan changes to building 5600 requested by the College.

Funding for the additional services are within the project budget.

Action Requested: Approval

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

Revision #4 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: 9/13/2012

#### 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:

ASR #10 dated 9/5/2012 (\$52,000.00)

- I. Full documentation for beam-end repairs at buildings 5100, 5400, and 5800.
- II. Add the modernization of an additional 990 SF to building 5700 including reconfiguration, finishes, electrical, and mechanical improvements.
- III. Design documents for data conduit and cabling between building 5000 and the utilidor.
- IV. Design services required for revisions to building 5600 due to projection screen changes and the addition of STC rated doors and windows.

ASR #9 dated 8/29/2012 (\$32,000.00)

- I. Full design and documentation for the buildings 4200/4300 courtyard including planting, irrigation, and hardscape.

#### COMPENSATION:

PAA value including previous revisions:	\$ 1,133,800.00
Net change in contract value due to this Revision #4:	\$ 84,000.00
New contract value including this amendment and Reimbursables:	\$ 1,217,800.00

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

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



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Lee Salin, AIA  
Principal  
HMC Architects

Title: Change Order #5  
Vendor: Hoi's Construction, Inc.  
Agreement Date: October 18, 2011  
Campus: Foothill College  
Project Number: 113  
Project Name: New Press Box  
Amount: \$18,645  
For: Miscellaneous changes due to existing site conditions, elevator inspector requirements and District requests. This change order also includes a credit for asphalt work being removed from the contract and a deductive change order for temporary telecom installation not being completed.

Total project changes represent 10.7% change to the contract value.  
The funding is included in the current budget.

Action Requested: Ratification

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# Prime Contract Change Order

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

**Date:** 9/13/2012

**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:** 005

**The Contract is hereby revised by the following items:**

Project #113 - New Press Box - CO #5

PCO	Description	Amount
013	HPCO #14 - Route existing 2" conduit feed from 2900 to TPB4.15 in order to pull fiber per RFI 31	\$3,537
016	HPCO #25 - Add automated light inside elevator shaft per ADA requirements	\$708
017	HPCO #21 - Install blocking for exterior siding per RFI 30	\$3,505
020	HPCO #20 - Remove additional tree and organic material. Add additional baserock per RFI 28	\$4,948
021	HPCO #19 - Credit for removal of asphalt work from scope.	\$(8,475)
022	HPCO #18 - Furnish and install Lu hanger for all jack rafters per District's recommendation	\$966
023	HPCO #17 - Install (7) 6x6 holddown post . Install 6x6 blocking for elevator mast per District's recommendation	\$2,285
024	HPCO #22 - Clear blocked conduit from TPB9.10 to TPB9.11 and from PB10.18 to PB10.16 to PB10.15 per District's request	\$2,832
025	HPCO #23 - Install 1/4" underlayment to Expando Floor for warranty purposes	\$3,352
026	HPCO #24 - Install disconnect switch at transformer per college's request	\$4,099
027	HPCO #26 - Upgrade the F1 light fixtures due to specified fixture being discontinued	\$5,064
028	HPCO #8 - Deductive changeorder for work not completed to install temporary data from IDF trailer to District Office Building	\$(4,177)

The original Contract Value was.....	\$887,000
Sum of changes by prior Prime Contract Change Orders.....	\$88,189
The Contract Value prior to this Prime Contract Change Order was.....	\$975,189
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$18,645
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$993,834</b>
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

**ARCHITECT**

1000 Burnett Avenue  
Suite 140

Hoi's Construction, Inc.

**CONTRACTOR**

2950 Geneva Ave.  
Daly City, CA 94014

Foothill-De Anza Community College  
District

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

**1 - Prime Contract Change Order**

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

\_\_\_\_\_  
Address

By Felix Canari

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Address

By Steven Leung

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Address

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

\_\_\_\_\_  
Signature

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

Title: Revision #18 to Standard Form of Agreement  
Vendor: Ratcliff  
Agreement Date: February 3, 2011  
Campus: Foothill College  
Project Number: 160  
Project Name: Physical Sciences and Engineering Center  
Amount: \$ 18,050.00  
For: Additional design services for revising grading plans to accommodate excess soil and the future Print Shop and Plant Services project; and construction documents for site plan signs for emergency responders, as required by the local fire department.  
  
Funding for these items is available within the current project budget.  
  
Action Requested: Ratification

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## Ratcliff Architect - Revision #18

Revision #18 to the Standard Form of Agreement (PG877560) dated April 8, 2008 between Foothill-De Anza Community College District and Ratcliff Architects for Measure C project 160 – Physical Sciences and Engineering Center.

REVISION DATE: September 4, 2012

### SCOPE OF SERVICES:

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

1. Grading for Excess Soil - Contract Documents revisions to reflect modifications to grading plan due to excess soil and the future PS2 project.
2. Emergency Responder Signage – Design and Construction Documents of two site plans identifying the 3 PSEC buildings for emergency responders to orient themselves upon arrival.

### ADDITIONAL SERVICES:

- |                                |              |
|--------------------------------|--------------|
| 1. Grading for Excess Soil     | \$ 15,350.00 |
| 2. Emergency Responder Signage | \$ 2,700.00  |

TOTAL FEES AUTHORIZED: \$ 18,050.00 NTE

### COMPENSATION:

Original PAA value including Reimbursables:	\$ 845,140.00
Net change in contract value due to previous Revisions:	\$ 5,196,845.00
Net change in contract value due to this Revision #18:	\$ 18,050.00
New contract value including this amendment and Reimbursables:	\$ 6,060,035.00

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

Bill Blessing  
Principal  
Ratcliff Architects

Title: Award of Contract  
Vendor: R. C Benson & Sons, Inc.  
Agreement Date:  
Campus: Foothill College  
Project Number: 116  
Project Name: Japanese Cultural Center  
Amount: \$31,420  
For: Repair deck; replace window; paint exterior surfaces, sand and stain doors and decking, replace patio door. Alternate 1 includes replacing exterior fence cap and painting fence to match.

This project will be funded by Measure C.

Action Requested: Approval

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**Title of Item:**

Award a contract pursuant to Bid Document 1588-116, Deck Repair and Window Replacement for the Japanese Cultural Center.

**Background and Analysis:**

Project 116 renovates the Japanese Cultural Center at Foothill College. The project includes the following scope of work: repair the deck; replace a window; paint exterior surfaces, sand and stain doors and decking, and replace the patio door. Alternate 1 includes replacing exterior fence cap and painting the fence to match.

PPV Associates prepared the specifications for this project and a complete set of all bid documents are on file in the Purchasing Services Department.

The bid was legally advertised in the San Jose Post Record on August 2, 2012 and August 9, 2012. The "Invitation to Bid" was also sent to nine (9) builder's exchanges, as well as posted on "BidNet" at [www.govbids.com](http://www.govbids.com). A mandatory bid walk was held on August 15, 2012 and a total of ten (10) contractors attended the walk. Bids were publicly opened and read on September 5, 2012 at 3:00 PM in Purchasing Services. Six (6) contractors submitted bid proposals and the bid results are summarized below:

**BID RESULTS**

Contractors	Base Bid Proposal Amount:	Alternate 1	Total
R.C. Benson & Sons, Inc.	\$25,870	\$ 5,550	\$31,420
ER Brothers Company, Inc.	\$34,760	\$ 8,260	\$43,020
ACR Glass & Doors, Inc.	\$36,787	\$12,130	\$48,917
Valhalla Builders and Developers, Inc.	\$41,000	\$ 9,065	\$50,065
CRW Industries, Inc.	\$34,425	\$16,985	\$51,410
Beals Martin and Associates Inc.	\$39,454	\$17,455	\$56,909

The lowest responsive and responsible bidder is R.C. Benson & Sons, Inc. (RC Benson). In addition, RC Benson has successfully completed several projects for the Foothill De Anza Community College District. Most recently RC Benson completed the ATC Central Plant Sound Attenuation Project at De Anza College.

The base bid price of \$25,870 and Alternate 1 price of \$5,550 submitted by RC Benson is well within the bid construction estimate range of \$40,000 to \$48,000 and the construction budget of \$45,000. The project will be funded through Measure C.

**Recommendation:**

Authorize Gina Bailey of Purchasing Services to award a contract pursuant to Bid 1588-116, Deck Repair and Window Replacement for the Japanese Cultural Center in the amount of \$25,870 plus Alternate 1, \$5,550 for a grand total of total of \$31,420 to R.C. Benson & Sons, Inc.

Submitted by:	Gina Bailey
Additional contact names:	Charles Allen, Art Heinrich, Annette Perez
Is backup provided?	No

Title: Change Order #9  
Vendor: Ralph Larsen & Son, Inc.  
Agreement Date: August 1, 2011  
Campus: Foothill College  
Project Number: 120  
Project Name: Smithwick Theater  
Amount: -\$11,873.00 - credit  
For: Additional costs for structural modifications due to existing site conditions.  
Credits are received for work not required and for allowances for anticipated work that were not used.

Total project changes represent 15.3% 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: 9/14/2012  
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: 009

The Contract is hereby revised by the following items:

Project #120 - CO #9

PCO	Description	Amount
063	Provide labor and materials to add metal plates and welding due to impossibility of contract welds as detailed.	\$16,684
065	RCO#24R1 - Provide labor and materials to revise the duct work in conflict with the hoods G-6 & G-7 per RFI #32.	\$9,138
068	Credit of Allowance #1: Installation of Owner's Equipment	\$(18,520)
069	Credit of Allowance #2: Replacement of Damaged or Rotten Wood	\$(16,037)
070	Credit of Allowance #3: Fire Sprinkler Modification	\$(4,570)
071	Provide additional drilling and grout on abandoned holes above the stage as required.	\$4,349
072	Deductive change order for work not completed to insulate roof curbs per PCO #44.	\$(2,917)

The original Contract Value was.....	\$2,560,000
Sum of changes by prior Prime Contract Change Orders.....	\$402,853
The Contract Value prior to this Prime Contract Change Order was.....	\$2,962,853
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(11,873)
The new Contract Value including this Prime Contract Change Order will be.....	\$2,950,980
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

Ralph Larsen & Son, Inc.

Foothill-De Anza Community College  
District

ARCHITECT  
1570 The Alameda, Suite 330  
San Jose, CA 95126

CONTRACTOR  
300 8th Avenue  
San Mateo, CA 94401

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

Address

Address

By Dale Krahn

By Don Teixeira

By Charles Allen

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

Title: Change Order #6  
Vendor: Taber Construction, Inc.  
Agreement Date: May 28, 2012  
Campus: Foothill College  
Project Number: 144  
Project Name: Central Campus Site Improvements  
Amount: \$ 120,931.00  
For: Changes made due to site conditions encountered during construction and/or District requests. Notable items include installation of a campus-standard emergency phone (to a new standard that did not exist at bid time); removal of trees whose condition had deteriorated since bid; and upgrading the specified lighting control panel to allow for future expansion.

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: 9/13/2012  
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: 006

The Contract is hereby revised by the following items:

Project #144 - Change Order #6 - Taber Construction, Inc.

PCO	Description	Amount
005	TPCO #2 - Provide labor and materials to install "Safety Red" Emergency Phone at Northern Threshold.	\$28,217
009	TPCO 4R1 - Furnish and install N9 Christy Box by 1900 per college's request.	\$1,087
010	TPCO 5 - Remove (3) trees and (1) stump per College's request.	\$4,300
011	TPCO 6 - Replace (1) 30 station Rainmaster Irrigation controller with (1) 36 station Rainmaster Irrigation controller per SI 3.	\$3,881
012	TPCO 7 - Provide labor to remove existing and furnish new brick pavers per RFI 11.	\$5,009
014	TPCO 9 - Furnish and install 4 new combobox per RFI 19.	\$7,482
015	TPCO 10 - Remove rootball and cut and replace affected section of storm drain by the SW corner of library per RFI 37.	\$2,037
019	TPCO 23 - Additional Tree Removal throughout campus per owner's request	\$19,855
020	TPCO 14 - Provide labor and materials to re-feed bamboo pathway light to panel TLCP per College's request	\$4,534
021	TPCO 15 - Upgrade #10 wires with #6 wires from light F1 fixtures between Building 3300 and Northern Threshold per RFI 56.	\$980
022	TPCO 18 - Replace (8) F1 Light fixtures with (8) F1A light fixtures to be fed from TLCP6 per RFI 43.	\$11,084
024	TPCO 17 - Revisions to TLCP 6 per College's Request	\$18,783
025	TPCO 21 - Receptacle lld revision per college's request	\$3,350
026	TPCO 22 - Install and remove temporary AC pathway at bldg. 5400	\$3,316
027	TPCO 24 - Install N9 and N16 Christy box at (2) kiosk locations per RFI 67.	\$2,009
031	TPCO 27 - Provide labor to move boulders from biology pond to native garden per owner's request	\$2,672
032	TPCO 28 - Chairs and Table revisions per PR 3.	\$2,335

The original Contract Value was.....	\$5,955,000
Sum of changes by prior Prime Contract Change Orders.....	\$553,361
The Contract Value prior to this Prime Contract Change Order was.....	\$6,508,361
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$120,931
The new Contract Value including this Prime Contract Change Order will be.....	\$6,629,292
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.

1 - Prime Contract Change Order  
Detailed, Based on Unit Prices, Architect - Foothill with  
DSA Number

WRNS Studio

ARCHITECT  
501 2nd Street  
Suite 402

Address

By Wright Sherman

SIGNATURE

DATE

Taber Construction

CONTRACTOR  
2278 Pike Court  
Concord, Ca 94520

Address

By Bret Taber

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: