

Board of Trustees Agenda Item

Board Meeting Date: December 10, 2012

Title of Item: **Measure C Consent**

Background and Analysis:

The aggregate of these items is: \$441,669

De Anza College Only

- A) Noll & Tam Architect's – Revision #3 to Project Authorization Amendment #6A – Campus Center - \$0
- B) OC Jones & sons Inc. – Change Order #5 – Stadium and Track - \$61,498
- C) Omni Construction Service, Inc. – Change Order #3 – Final – A9/PE6 HVAC Improvements - \$27,303
- D) Simpson Gumpertz & Heger Inc. – Revision #3 to Agreement – Flint Parking Structure Repairs - \$199,000
- E) Swenson Associates – Change Order #3 – Corporation Yard - \$40,235

Foothill College Only –

- F) Allana Buick & Bers, Inc. – Revision #1 to Project Authorization Amendment #F-ABB-04 – Modernization of Building 5700 - \$0
- G) BSK Associates, Engineers & Laboratories – Change #5 to Agreement – Physical Sciences and Engineering Center - \$27,000
- H) Cleary Consultants – Change #1 to Agreement for Design Professional Services – Physical Sciences and Engineering Center - \$19,800
- I) Taber Construction, Inc. – Change Order #8 – Central Campus Site Improvements - \$66,833

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 X 6150
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: Revision #4 to PAA 6A
Vendor: Noll & Tam Architect's
Agreement Date: December 6, 2007
Campus: De Anza College
Project Number: 256
Project Name: Campus Center
Amount: \$0
For: Extend contract schedule through November 30, 2012.
Original Contract Duration: February 2, 2010 to August 7, 2011.
Revised Contract Duration: February 2, 2010 to November 30, 2012.

Action Requested: Ratification

**Revision Number 4 to Project Authorization Amendment #06A
Between Foothill-De Anza Community College District
& Noll & Tam Architects**

Revision Number 4 to PAA #06A dated February 2, 2010 between Foothill - De Anza Community College District and Noll & Tam Architects for Measure C Project 256 – Campus Center Phase II is an extension of time.

REVISION DATE: November 9, 2012

SCOPE OF WORK:

This revision is to extend the contract time for through November 30, 2012 with no cost impact.

COMPENSATION:

Original contract value:	\$ 188,350
Net change in contract value from previous revisions:	\$ 13,713
Contract value prior to this revision:	\$ 202,063
Net change in contract value due to this revision:	\$ 0
New contract value including this revision:	\$ 202,063

SCHEDULE:


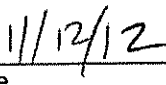
This revision extends the contract duration through November 30, 2012.

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

Amendment agreed to by:

OWNER

Signature	Date
Charles Allen <i>Executive Director of Facilities, Operations, and Construction Management</i> Foothill-De Anza Community College District	

ARCHITECT		
Signature	Date	
Chris Noll <i>Principal</i> Noll & Tam Architects		

Title: Prime Contract Change Order # 05
Vendor: OC Jones & Sons Inc.
Agreement Date: February 15, 2012
Campus: De Anza College
Project Number: 206
Project Name: Stadium and Track
Amount: \$ 61,498
For: Prime Contract Change Order #05 - revises the original contract sum between the District and OC Jones & Sons, Inc. for the following changes:
Addressing unforeseen underground conditions, work to bring concealed existing utilities impacted by this project up to code, installation of additional elements required to ensure complete functionality of the design and adjustment of the transite pipe handling allowance. This change order includes an extension of the Final Completion date from November 12, 2012 to December 7, 2012 to allow completion of required engineering revisions to the press box and field lighting structural attachments. This extension of time is non-compensable, the original project Substantial Completion date is not changed and is held as distinct from the Final Completion date.

The total Change Orders to date represent 7.38% against the original contract amount. Funding for this change is available within the current budget.

Action Requested: Ratification



Prime Contract Change Order

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

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

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

Gilbane/MAAS

Date: 11/7/2012
To Contractor:
OC Jones & Sons Inc.
1520 Fourth St.
Berkeley, CA 94710

DSA Number
Project # 206
Contract Date: 2/15/2012
Contract Number: MC120797
Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Description	Amount
060	Exploratory work to assist in design of Bulletin #7 for Unforeseen Waterline conditions-FC	\$18,775
063	CCD# 013 - Plumbing changes at restroom to bring existing waste vent up to code - ADDC	\$7,018
067	RFI 42 and 51 - Rework of light pole bases associated with design change relocating pathway lighting to avoid utility conflicts - ADDC	\$1,005
070	In Field change to re-route new storm drain around existing waterline found to be located in conflict with storm drain improvements. Record drawings indicated waterline to be in different location. - FC	\$4,092
072	Bulletin 22 - Rework of installed inlet due to revised grades along east path - ADDC	\$1,714
077	Bulletin #25 - Added drain inlet at NW corner at V-Ditch - ADDC	\$1,962
083	Overage of Allowance #001 - Transite pipe handling and removal	\$12,871
084	Rework to Redo snapties on SE retaining wall after forms had been completed -ADDC	\$2,426
085	Bulletin #7 - Added 6" gate valve, pressure regulator and water connections at undocumented irrigation and domestic water located near new entry ramp on east side - FC	\$11,635
086	Modify previously established Final Completion date from Nov. 12, 2012 to Dec. 7, 2012. Non-Compensable modification encompasses all project issues to date with the exception of Press Box Lights, Ornamental Gates at East Entry and Track Lighting.	\$0

The original Contract Value was.....	\$5,394,000
Sum of changes by prior Prime Contract Change Orders.....	\$336,321
The Contract Value prior to this Prime Contract Change Order was.....	\$5,730,321
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$61,498
The new Contract Value including this Prime Contract Change Order will be.....	\$5,791,819
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/10/2012

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

Verde Design, Inc.
ARCHITECT
2455 The Alameda
Suite 200
Address

OC Jones & Sons Inc.
CONTRACTOR
1520 Fourth St.
Berkeley, CA 94710
Address

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

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

By Dennis Bethke
SIGNATURE _____
DATE _____

By Pete Benson
SIGNATURE _____
DATE _____

By Charles Allen
SIGNATURE _____
DATE _____

College Approval
By Letha Jeanpierre
Signature _____
DATE _____

Title: Prime Contract Change Order #03 - Final
Vendor: Omni Construction Service, Inc.
Agreement Date: March 12, 2012
Campus: De Anza
Project Number: 200C
Project Name: A9 / PE6 HVAC IMPROVEMENTS
Amount: \$27,303
For: Prime Contract Change Order #03 revises the original contract sum between the District and Omni Construction Service, Inc. This Change Order includes additional labor to complete the work for building occupancy, realignment of domestic water pipes, added diagonal sway restraints for light fixtures, a deductive change for one (1) BMS central server, and for a non-compensable calendar day adjustment.

All changes to date are equal to 16.8% above the original construction contract amount. The funding for this change is within the current budget.

Action Requested: Ratification



Prime Contract Change Order

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

200C PE6 HVAC Replacement & A9 HVAC Improve Project # 200C

Gilbane/MAAS

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

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

Date: 11/8/2012

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: 003

The Contract is hereby revised by the following items:

PCO	Description	Amount
004	Remove and reinstall existing domestic cold/hot water and vent pipe to accommodate duct work routing - Architect Directed Design Change	\$1,573
020	Deductive change order for deleting one central server from BAS specification per ASI #4 - Architect Directed Design Change	\$(3,800)
022	Materials and labor to install diagonal sway restraint wires for light fixtures per ASI #7 - Architect Directed Design Change	\$2,587
025	Additional labor hours to achieve building occupancy by September 24 due to existing conflicts- Architect Directed Design Change	\$19,743
027	Labor and materials to control A9-Building chill water pumps and exterior lighting controls - Architect Directed Design Change	\$7,200
028	A non-compensable calendar days adjustment to modify the Substantial Completion date to December 10, 2012 and Final Completion date to December 24, 2012.	\$0

This is the FINAL change order for this project. There shall be no extension of time to this change order.

The original Contract Value was.....	\$548,000
Sum of changes by prior Prime Contract Change Orders.....	\$64,821
The Contract Value prior to this Prime Contract Change Order was.....	\$612,821
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$27,303
The new Contract Value including this Prime Contract Change Order will be.....	\$640,124
The Contract duration will be changed by.....	70 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	12/10/2012

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 03 to Standard Form of Agreement
Vendor: Simpson Gumpertz & Heger Inc.
Agreement Date: March 15, 2012, Revision Date July 10, 2012
Campus: De Anza College
Project Number: 239
Project Name: FLINT PARKING STRUCTURE REPAIRS
Amount: \$ 199,000
For: Additional Architectural and Engineering services to include shear wall design to the Flint Parking Structure repairs project, including all associated design coordination, DSA reviews, construction administration, and DSA closeout. SGH's seismic study of the Flint Parking Structure identified that the ramp columns are not adequate to meet current seismic safety requirements. This added design scope will address this issue.

Action Requested: Approval

Revision 03 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

Revision Date: November 9, 2012

SCOPE OF WORK: Added services to including a life-safety level of structural design from Simpson Gumpertz & Heger (SGH) and associated coordination for the Flint Parking Structure, including:

SCOPE OF BASIC SERVICES - STRUCTURAL

SGH shall provide structural engineering services for the design of the primary structural retrofit framing systems for the building. Structural engineering services for other aspects of the project, such as secondary components (e.g., equipment anchorage designs, handrails; metal screen elements, roof ornaments, or other structures) are not included in this Basic Scope.

Structural design services will include Schematic Design, Design Development, Construction Documents, DSA review, procurement and Construction Administration support.

The Basic Services for SGH shall include the following specific tasks:

1.1 Design Development

- DD1. Meet with the peer reviewer one time to discuss structural design criteria, performance objectives, the design approach and concept, SGH's original evaluation of the building and the current concrete shear wall scheme.
- DD1. Attend one design and coordination meeting with design team.
- DD3. Prepare preliminary working drawings including floor plans, elevations, general notes and standard details.
- DD4. Prepare preliminary calculations supporting the design development drawings.
- DD5. Prepare preliminary structural specifications in CSI format.
- DD6. Coordinate the documents with other disciplines.
- DD7. Provide input and review of cost estimates prepared during the development of design.
- DD8. Provide input and comment on value engineering recommendations.
- DD9. Prepare and submit structural calculations and drawings at approximately 50% completion of the design development documents to the peer reviewer for their review. Meet with the peer reviewer to discuss any comments they may have.

Revision 03 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

1.2 Construction Documents

- CD1. Following approval of the design development drawings; prepare final structural drawings.
- CD2. Complete the structural engineering calculations in support of the construction drawings and in preparation for submittal to DSA
- CD3. Provide structural specification sections in CSI format, including: cast-in-place reinforced concrete, rough carpentry, and structural steel.
- CD4. Prepare and submit structural calculations and drawings at approximately 90% completion of the construction documents to the peer reviewer for their review. Meet with the peer reviewer to discuss any comments they may have.
- CD5. Coordinate the structural construction documents with those of the other disciplines and with specialty vendor supplied items.
- CD6. Coordinate the documents with other disciplines.

1.3 Bidding / Permit Services

- BP1. Respond to and coordinate all structural plan check questions on the SGH design package. We understand the reviewing agency is DSA. Two meetings are included with DSA.
- BP2. Provide support during the construction subcontract bid process and respond to requests for clarification of the structural bid documents.

1.4 Construction Administration

- CA1. Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, nor work methods of the Contractor which are indicated thereon. This proposal includes budget for one iteration of shop drawing review only.
- CA2. Review Contractor structural submittals other than shop drawings, including concrete mix designs and product data for conformance with the construction document requirements.
- CA3. Provide consultation to the Contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify

Revision 03 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

construction requirements. Coordinate with District's Project Manager in the event that immediate field response to construction issues is required.

- CA4. Provide structural observation periodically during the structural portion of the construction effort. This will consist of periodic site visits to observe the general progress of construction at critical stages, and to form an opinion as to the extent with which the Contractor is conforming to the design intent. Following each field observation SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. The proposal has budgeted a maximum of six site visits. This is not intended to serve as the Special Inspection services or as an alternative to services normally provided by testing agencies.
- CA5. Review special inspection and testing reports prepared by the Owner's Special Inspection agency and testing laboratory under the specifications.
- CA6. Upon completion of construction, SGH will submit the required DSA Close Out Documents, indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

**SCOPE OF SERVICES- ARCHITECTURAL, MEP, BUILDING ENVELOPE AND
COST ESTIMATING**

The shear wall design will be integrated into the current construction documents set. The layout of the walls may affect the lighting layouts and envelope repairs, and will affect the signage requirements for the garage, the parking orientation/stripping, and associated ADA requirements/layouts. SGH shall include the following scope items for this portion of the project:

- Noll and Tam (SGH's Architectural Consultant) will review the shear wall layout plan and provide comment for consideration in the shear wall design.
- Noll and Tam will review the effect the shear walls have on parking layout and present the District with options to revise the parking to maximize efficiency.
- Noll and Tam will provide an update to the way finding signage required for the garage.
- SGH will review the effect on perimeter crash wall assemblies and detail for the removal of the rails where replaced by shear walls, and attachment of the existing railings to the shear walls where required.
- We will review the phasing plan to reflect the addition of the shear walls with the district, and update the plan based on that discussion.

Revision 03 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

- Glumac (SGH's Electrical Consultant) will review the effect of the shear wall layout on the lighting design and fire alarm system.
- The team will revise all specifications and drawings to reflect the addition of the shear walls and incorporate them with the current scope items.
- BMR will provide a final cost estimate for the shear wall design at 90% Construction Documents.
- Meet with District Personnel two times to review and incorporate district comments into the construction documents.

There are no proposed additional services for Architectural, Building Envelope, MEP, or cost estimating for the DSA review, bidding, and construction administration services phase of the project. These services will be performed under our primary agreement for this project.

SCHEDULE: Shall be modified as follows:

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
100% Construction Documents (includes backcheck and constructability review)		03/01/2013
DSA Review (anticipated)	03/01/2013	07/01/2013
Bid Phase	07/01/2013	10/15/2013
Construction Phase	11/01/2013	09/19/2014
Closeout Phase	09/22/2014	01/07/2015

Revision 03 to Standard Form of Agreement, dated March 15, 2012, between
Foothill-De Anza Community College District and Simpson Gumpertz & Heger
for Measure C – Bond Project 239 - Flint Parking Structure Repairs

COMPENSATION: \$199,000

Original Contract:	\$580,675
Net change from previous revisions:	\$24,000
Contract value prior to this revision:	\$604,675
Net change in contract value due to this revision:	\$199,000
New Contract value including this revision:	\$803,675

Amendment agreed to by:

“DISTRICT”


Foothill-De Anza Community College District

Charles Allen

Executive Director of Facilities, Operations, and Construction Management

“DESIGN PROFESSIONAL”

Simpson Gumpertz & Heger



Carolyn L. Searls,

Senior Principal/Vice President

Title: Prime Contract Change Order # 03
Vendor: Swenson Associates
Agreement Date: May 7, 2012
Campus: De Anza College
Project Number: 214
Project Name: Corporation Yard
Amount: \$ 40,235
For: Prime Contract Change Order #03 - revises the original contract sum between the District and Swenson Associates to improve facility performance and maintainability for the following changes:
PCO 14 – Skylight Changes per RFI#15;
PCO 24 – Additional Voice & Data Outlets ASI#12;
PCO 27 – Removal of Add'l Street Light & Connection to existing lighting pathway ASI#11;
PCO 28 – Replace existing Toilets, accessories and sinks with new fixtures ASI#5;
PCO 31 – Upsize of Wire Partition Doors;
PCO 38r1 - Extension of electrical sleeves across road entrance for future use;
PCO 48 – Add'l framing at existing HVAC openings to accommodate revised roof curbs per RFI#58;
PCO 67 – New FRP Door #4

The total Change Orders to date represent 3.84% against the original contract amount.
Funding is included in the current budget.

Action Requested: Ratification



Prime Contract Change Order

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

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: 11/9/2012
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: 003

The Contract is hereby revised by the following items:

PCO	Description	Amount
014	Skylight Changes per RFI#15 - ADDC	\$3,523
024	Additional Voice & Data Outlets ASI #12 - OD	\$10,216
027	Removal of Add'l Street Light & Connection to (E) lighting pathway ASI #11 - OD	\$13,124
028	Replace (E) Toilets, accessories, & sinks with new ASI #5 - OD	\$5,537
031	Upsize of Wire Partition Doors - ADDC	\$395
038r1	Extension of (E) electrical sleeves across road entrance for future use - OD	\$1,197
048	Additional Framing at the Existing HVAC Openings to accommodate revised roof curbs per RFI#58 - ADDC	\$4,048
067	New FRP Door #4 - ADDC	\$2,195

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.

The original Contract Value was.....	\$2,628,000
Sum of changes by prior Prime Contract Change Orders.....	\$60,744
The Contract Value prior to this Prime Contract Change Order was.....	\$2,688,744
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$40,235
The new Contract Value including this Prime Contract Change Order will be.....	\$2,728,979
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

Digitally signed by Thomas Pond
DN: cn=Thomas Pond, ou=Swenson
& Associates, ou=Project
Management,
email=tpond@swensonassociates.c
om, c=US
Date: 2012.11.12 10:24:14 -0800

PCCOs

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

College Approval

By Letha Jeanpierre

Signature _____

DATE _____

F

Title: Revision #1 to PAA F-ABB-04
Vendor: Allana Buick & Bers, Inc.
Agreement Date: September 3, 2011
Campus: Foothill College
Project Number: 106
Project Name: Modernization of Building 5700
Amount: \$0
For: No-cost contract time extension for administrative purposes.
No additional funding is required.

Action Requested: Ratification

Revision #1 to PAA F-ABB-03

Revision #1 to Project Authorization Amendment #F-ABB-#3 dated August 10, 2011 between Foothill-De Anza Community College District and Allana Buick & Bers, Inc. for Measure C Project 106 – Modernization of Building 5700.

AMENDMENT DATE: 12/3/12

SCOPE OF WORK:

To provide engineering services for construction documents, bidding, and construction administration:

1. Contract time extension. Term of this agreement to be extended to 06/03/13. No cost change.

COMPENSATION:

PAA value including previous revisions:	\$ 58,240.00
Net change in contract value due to this Revision #1:	<u>\$ 0.00</u>
New contract value including this amendment and Reimbursables:	\$ 58,240.00

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

Eugene Buick,
Principal and COO
Allana Buic & Bers, Inc

Title: Change No. 5 to Agreement for Services
Vendor: BSK Associates, Engineers & Laboratories
Agreement Date: March 23, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 27,000.00
For: Additional testing and continuous inspection related to the cement-board exterior wall panel installation, as required by the Division of the State Architect.

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

Action Requested: Ratification

Foothill-DeAnza Community College District Change No. 5
To Agreement/Purchase Order No. MC111070T

CHANGE NO. 5 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 5 day of November, 2012, by and between the District, a community college district of the State of California, hereinafter called "District" and BSK Associate, Engineers & Laboratories hereinafter called "Contractor."

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

1. Services to be performed by Contractor.

(check one box)

☐ No Change

☒ In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.

2. Payments.

(check one box)

☐ No Change

☒ In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A" which is attached hereto and by this reference made a part hereof.

3. Contract Term.

(check one box)

☐ No Change

☒ This Agreement shall be in effect only as specified in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof. The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.

4. Other changes.

(check one box)

☒ No Change

☐ Describe applicable changes in detail:

Foothill-DeAnza Community College District Change No. 5
To Agreement/Purchase Order No. MC111070T

Revised EXHIBIT "A"

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

hereinafter called "Contractor".

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

Additional TAKTL GFCP panel review, testing, and inspections, as required by DSA (Division of the State Architect).

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

This is a T&M contract not to exceed \$27,000.00.

ORIGINAL AGREEMENT AMOUNT \$ 192,533.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGES \$ 222,787.50
PLUS OR MINUS AMOUNT FOR THIS CHANGE \$ 27,000.00
NEW TOTAL AGREEMENT AMOUNT \$ 442,320.50

Foothill-DeAnza Community College District Change No. 5
To Agreement/Purchase Order No. MC111070T

In any event, the total payment for services of contractor shall not exceed \$ 442320.50
and District shall have the right to withhold payment if District determines that the quantity or
quality of the work performed is unacceptable.

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

Elizabeth Levi 11/8/12
Authorized Contractor Signature Date
Print name Elizabeth Levi
BSK ASSOCIATES
Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____

Title: _____

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

Date Approved by Board of Trustees if the total cost including change exceeds \$20,000.00

H

Title: Change #1 to Agreement for Design Professional Services
Vendor: Cleary Consultants
Agreement Date: February 1, 2011
Campus: Foothill College
Project Number: 160
Project Name: Physical Sciences and Engineering Center
Amount: \$ 19,800.00
For: Additional soils engineering observations and testing services for overly wet material due to natural spring water, Owner changes for placement of excess soil from the PSEC project and other projects on campus, and for preparation of closeout documents as required by DSA.

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

Action Requested: Ratification

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111095

CHANGE NO. 1 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 5 day of November, 20 12, by and between the District, a community college district of the State of California, hereinafter called "District" and Cleary Consultants, Inc. hereinafter called "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

Page 1 of 3

PROJECT # 160 - PSEC

DESIGN FIRM Cleary Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

Foothill-DeAnza Community College District

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. MC111095

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and _____,
Cleary Consultants, 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)

Twenty two days of additional soil engineering observations and testing services.

Please see attachment A for details

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

This is a T&M contract not to exceed \$19,800.00.

ORIGINAL AGREEMENT AMOUNT \$ 118,900.00
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 19,800.00

***** Page 2 of 3
PROJECT # 160 - PSEC DESIGN FIRM Cleary Consultants, Inc.
BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services
Change to Agreement for Design Professional Services Rev. 12/08/11

Foothill-DeAnza Community College District

NEW TOTAL AGREEMENT AMOUNT \$ 138,700.00

Foothill-DeAnza Community College District Change No. 1

To Agreement/Purchase Order No. MC111095

In any event, the total payment for services of Design Professional shall not exceed \$ 138,700.00 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 June 1, 2013.



Design Professional Signature

11/6/12

Date

GRANT FOSTER

Print Name

CLEARLY CONSULTANTS, INC

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 # 160 - PSEC DESIGN FIRM Clearly Consultants, Inc.

BRIEF DESCRIPTION OF TYPE OF SERVICE Geologic/geotechnical and Soil Engineering Services

Change to Agreement for Design Professional Services

Rev. 12/08/11

Attachment A

- East slope demo backfill and compaction, French drain installation, chiller pipe overexcavation and slurry, keyway and slope fill grading (5.0 MD)
- North slope keyway and drainage issues (east portion-phase 1), overly wet material and failing compaction tests/retests (3.5 MD)
- Loop Road Lot 4 entrance subgrade overexcavation and stabilization (1.0 MD)
- Loop Road ADA crossings (1.0 MD)
- Lab Building foundation/utility elevation conflicts (1.0 MD)
- Material submittal reviews (AC, shotcrete, C2AB) (1.0 MD)
- Waterproofing and spread footing foundation consultation for Lab Building (1.0 MD)
- Subgrade and baserock placement and compaction at Lab Building, elevator and courtyard (2.0 MD)
- Light pole drilled pier installation (1.0 MD)
- Lot 4 North Slope fill (4.0 MD)
- Preparation of DSA closeout documents (1.5 MD)

Title: Change Order #8
Vendor: Taber Construction, Inc.
Agreement Date: May 28, 2012
Campus: Foothill College
Project Number: 144
Project Name: Central Campus Site Improvements
Amount: \$ 66,833.00
For: A number of changes due to site conditions and District requests.
Notable changes include revision of an electrical pedestal and planting changes, as requested by the District; and replacement of underground utility lines and electrical equipment found to need replacement. This change order includes a no cost time extension that changes the completion date from November 12th to November 21st, 2012.

Total project changes represent 8.3% 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: 11/7/2012
To Contractor:
Taber Construction
2278 Pike Court
Concord, Ca 94520

DSA Number 01-112283
Architect's Project 144
Contract Date: 5/28/2012
Contract Number: MC-120988
Change Order Number: 008

The Contract is hereby revised by the following items:

Project #144 - Central Campus Site Improvement - CO #8

PCO	Description	Amount
035	TPCO 16 - Provide labor and materials to change the specified Pedestal outlet to type 2 concrete pedestal to match the District Standard requested by Plant Services and RFI #55.	\$10,348
061	TPCO 52 - Provide labor and material to locate and replace 6" galvanized pipe in Courtyard L. The scope includes potholing, video, sawcut AC, install 6" storm drain pipe, backfill and AC paving due to the site condition.	\$15,370
064	TPCO 55 - Replace existing manhole with 8" sanitary sewer cleanout and connect 2" sanitary force main into 4" pipe at SE corner of library per RFI 86.	\$3,387
065	TPCO 56 - Provide labor to remove existing christy boxes and wires located north of Bldg. 3600 which wer not shown on the drawing per RFI 100.	\$1,598
067	TPCO 58 - Provide labor and material to install one additional weatherproof receptacle at Courtyard "M" at Owner's request per RFI 75.	\$3,948
068	TPCO 59 - Provide labor and materials to re-feed the existing receptacle at the Caesar Chavez Podium requested by Plant Services.	\$1,310
069	TPCO 60 - Relocate two (2) area drains at Building 4100 per Architect's Punchlist.	\$1,727
070	TPCO 61 - Provide labor and materials to pot hole the existing water main for relocation of fire hydrant at the Northern Threshold per PR 17. The existing fire hydrant is located in the middle of the fire land and it requires to be relocated.	\$2,774
071	TPCO 62 - Provide labor and materials to install grout and sealant at Biology Pond per PR 19.	\$609
074	TPCO 65 - Provide sandblast work and patch existing broken planter boxes and surrounding steps at Central Courtyard to match new concrete requested by the College.	\$1,784
075	TPCO 66 - Provide labor and equipment to remove giant rock that was embedded in the trenching path for various drain lines throughout the site. This is a unforeseen condition and it is required.	\$5,825
077	TPCO 68 - Provide labor and materials to reconfigure the Point of Connection to the existing irrigation line at Central Courtyard due to existing hardscape conditions.	\$2,318
078	TPCO 69 - Install Temporary Egress Door at 3600 Media Center due to the Northern Threshold construction. The scope includes install photoluminescent exist sign and relocate security device from north door to new temporary egress door.	\$1,105
079	TPCO 70 - provide labor and amterials to shrink wrap all the existing extra brick pavers and deliver to the Plant Services for storage per Owner's request.	\$1,057
080	TPCO 71 - Provide labor and equipment to water the parking Lot 1H for additional parking if needed per Plant Services requested.	\$303
081	TPCO 72 - Provide labor and equipment to relocate all the installed tree ferns to Lot 6 for temporary storage requested by the College.	\$13,370

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

083 TPCO 75 - Non compensable time extension that changes the
Milestone 4 completion date from November 12th to November 21st,
2012. (Total of 9 days time extension due to the rain and scope
changes.)

\$0

The original Contract Value was.....	\$5,955,000
Sum of changes by prior Prime Contract Change Orders.....	\$728,989
The Contract Value prior to this Prime Contract Change Order was.....	\$6,683,989
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$66,833
The new Contract Value including this Prime Contract Change Order will be.....	\$6,750,822
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: