Board of Trustees
Facilities Committee

AGENDA

Joan Livingston, Chair
Morris Jurkowitz
Luis Villegas

Monday  September 20, 2010
4:00 pm  A218

1. Amendment to Design Services Agreement, Gourmet Dining Room, Bildsten & Sherwin, LLP, $8,570 (Attachment 1)

As previously discussed, the initial design completed by Bildsten and Sherwin was reviewed and modified. This required additional design services beyond the originally contemplated scope of work. As such, Bildsten & Sherwin, the project architect, has provided a proposal for the additional services in excess of the original agreement (previously approved by the Board of Trustees at the November 19, 2009 Board meeting). This amendment is in the amount of $8,570. The revised total contract amount for the Design Services Agreement is $19,845. Staff will request at the regular Board meeting on September 23, 2010, that the Board authorize the Superintendent/President to execute a contract amendment for the Design Services Agreement for the Gourmet Dining Room Interior Upgrades Project, to Bildsten & Sherwin in an amount not to exceed $8,570, payable from Measure V funds.

2. Change Order No. 9, Drama/Music Modernization – Bid Package 1 (Core and Shell), Diani Building Corp, $636,516.50 (Attachment 2)

As previously discussed, certain elements of additional work have become necessary during the Drama/Music Modernization renovation. Change Order #9 is a compilation of twenty-nine cost proposals resulting from unforeseen conditions, owner-initiated changes, and necessary project modifications. All costs have been reviewed and are recommended for approval by the Architect of Record, John S. Fisher, and the Construction Manager, gkkworks. Change Order #9 totals $636,516.50. The revised contract amount is $12,875,639. This change order does not address any additional time or extended overhead to which Diani is entitled. The delay days are under negotiation. A portion of the additional work is currently underway or has been completed, in order to minimize the overall project delay. This additional work and the delays associated with several unforeseen conditions will add significant time to the overall duration of the project. Staff will request at the regularly scheduled Board meeting on September 23, 2010, that the Board authorize the Superintendent/President to execute a change order for the Drama/Music Modernization Project, Bid Package 1, to Diani Building Corp. in an amount not to exceed $636,516.50, payable from State and Measure V funds.
3. Change Order No. 3, and Authorization to Record Notice of Completion, La Playa Track and Field Replacement, Byrom-Davey, Inc., $18,566.60 (Attachment 3)

This project was completed ahead of schedule. As previously indicated, there were several project modifications which became necessary due to unforeseen conditions and owner-requested changes. In addition, because the exact work necessary for the installation of the temporary modular restroom was unknown, a firm price was not received for that element of work. Instead, the contract included an allowance of $25,000 for that work. The actual cost of that work, however, exceeded the allowance, resulting in justifiable additional cost to the College related to the installation of the temporary restroom. Change Order #3 is a compilation of five cost proposals. All costs have been reviewed and are recommended for approval. Change Order #3 totals $18,566.60. The revised contract amount is $2,069,448.51. The additional work has been completed in order to minimize delays to the overall project. The facility was open to the public beginning September 1, 2010. As such, it is necessary for the College to prepare and record a Notice-of-Completion with the Office of the County Recorder. Staff will request at the regular Board meeting on September 23, 2010, that the Board authorize the Superintendent/President to approve a change order for the La Playa Track and Field Replacement project, to Byrom-Davey, Inc. in an amount not to exceed $18,566.60, payable from Measure V funds and authorize staff to prepare and record a Notice of Completion.

4. Change Order No. 1, Kinko’s Early Learning Center Pergola Replacement, Thomas/Schwab Construction, $3,639.03 (Attachment 4)

This project has been completed with the exception of one project modification needed to improve the usefulness and longevity of the reconstructed pergola. Change Order #1 is to install new ABS plastic to protect the new structure from water damage and to add additional shelving and drawers, at a total cost of $3,639.03. This cost has been reviewed and is recommended for approval. The revised contract amount is $40,252.03. Staff will request at the regular Board meeting on September 23, 2010, that the Board authorize the Superintendent/President to approve a change order for the Kinko’s Early Learning Center Pergola Replacement Project, to Tomas/Schwab Construction in an amount not to exceed $3,639.03, payable from Measure V funds.

5. Amendment to Design Services Agreement, Pershing Park Softball Improvements, D.W. Reeves & Assoc., $13,349.04 (Attachment 5)

As previously discussed, the initial design completed by D.W. Reeves was reviewed and modified by the City Public Works Department and Planning Department. This required additional design services beyond the originally contemplated scope of work. As such, D.W. Reeves, the project architect, has provided a proposal for the additional services in excess of the original agreement (previously approved by the Board of Trustees at the April 23, 2009 Board meeting). This amendment is in the amount of $13,349.04. The revised total contract amount for the Design Services Agreement is $52,849.04. Staff will request at the regular Board meeting on September 23, 2010, that the Board authorize the Superintendent/President to execute a contract amendment for the Design Services Agreement for the Pershing Park Softball Improvements, to D.W. Reeves & Assoc. in an amount not to exceed $13,349.04, payable from Measure V funds.

6. Report on Measure V Funded Projects: Projected and Contracted Costs and Expenditures to Date (Attachment 6)

7. Discussion of Lease-Leaseback Construction Project Delivery Method (Attachment 7)
1. Award of Construction Contract for Pershing Park Softball Field Improvements, Shaw Construction, $382,165 (Attachment 1)

Steve Massetti, Program Manager for Measure V projects, reported that there were three bids that were received and the low bid was $370,000 from Shaw Construction, this amount does not include the alternates. There are two alternates that are being recommended as part of the project and they are concrete slabs in the bull pen’s and batting cage which would prevent mud during rain events, the cost for that work is $12,110. The recommendation to the Board will be to do the base scope of work and the concrete slabs. The City Parks and Recreation Department will be invited to attend the pre-construction meeting.

2. Change Order No. 2, La Playa Track and Field Replacement, Byrom-Davey, Inc., $66,078.87 (Attachment 2)

Steve Massetti reported that the project is significantly ahead of schedule and will be completed next week. The facility will be open to the public on September 1. This is the second change order and the change order was reviewed with the committee. It was noted that an additional change order will be submitted for the work that was done on the sewer connection.

Superintendent/President Serban extended an invitation to the committee to attend the kick-off celebration of the opening of the stadium on September 4.

3. Amendment to Construction Management Agreement, Drama/Music Modernization – gkkworks, $435,940 (Attachment 3)

Steve Massetti reported that this amendment assumes that work on this project will go through April 2011 and that there will be two months of closeout. It is anticipated that the
project would be completed by June 2011, which should allow everyone time to return to their spaces before July 2011.

4. **Change Order No. 8, Drama/Music Modernization – Bid Package 1 (Core and Shell), Diani Building Corp, $73,570 (Attachment 4)**

   Steve Massetti reviewed with the Committee the items listed in the change order.

5. **Amendment to Phase I Design Services Agreement, Campus Center Building Improvements, Steinberg Architects, $9,000 (Attachment 5)**

   Steve Massetti reported that at a previous meeting it was decided that a more extensive structural testing would be required. The college hired an independent testing lab to perform the testing and the results need to be reviewed by the structural engineer. This amendment is for the cost of that review. The results should be in shortly and then the decision can be made as to which project we would proceed with first, Campus Center or Humanities.


   Steve Massetti reviewed with the Committee the items in this change order. The project has been completed.

7. **Change Order No. 1, Physical Education Building Exterior Painting, Guy Smithsone Painting and Decorating, Inc., $8,260 (Attachment 7)**

   Steve Massetti reported that the majority of the work has been completed. Items on this change order were reviewed with the Committee.

8. **Change Order No. 1, Generator Supported Services, EJS Construction, Inc., $1,068.63 (Attachment 8)**

   Steve Massetti reviewed the change order items with the Committee and this project is on schedule. The MacDougall Administration Center and the Physical Science buildings have been completed and they are working on the library now. Superintendent/President Serban noted that this project would provide power to certain offices in the Administration Building should there be a power outage.

9. **Modification of Change Order No. 1, Drama/Music Modernization – Bid Package 2 (Audio/Visual Bid Package), Frank Schipper Construction Co., Credit ($423,135.34)**

   Steve Massetti reported that this had been discussed previously and asked if the Committee had any questions. There were no questions asked.
10. Change Order No. 1, Trellis Replacement, Schock Construction, $23,001 (Attachment 9)

Steve Massetti reported that the trellis by the Student Services building is being replaced and this change order is a modification to add more blocking between the rafters to try to prevent some of the twisting and warping of the wood.

11. SBCC Construction Projects for the State’s 2012-13 5-Year Capital Outlay Plan (Attachment 10)

Superintendent/President Serban reported that every year the college submits to the State Chancellor’s office the data for the 5-year capital outlay plan. The State Chancellor’s office then uses the data to create a combined project list for the entire state. Page 2 of the attachment shows the proposed priorities for SBCC, the first two projects on the list are the Administration Building Modernization and the Schott Center Modernization. These projects have been previously submitted and have been in the cue for some time. In the next bond measure that the state will seek will include funding for preliminary and working drawings for these two projects and then the next state bond measure would include the construction costs. It was noted that it will be years before we would see any money for these projects, as the state has made a decision to not go out for any bonds this year. This report is due to the state on September 1 and if the committee members had no objections, staff will submit them. There were no objections.

[Signature]

Dr. Andreea M. Serban
Superintendent/President
Bidsten + Sherwin Design Studio, Inc.
Architecture and Landscape Design
1311 Anacapa Street
Santa Barbara, CA 93101
805. 962-7885

July 6, 2010

Steve Massetti, PE, LEED AP
Program Manager Supervisor
721 Cliff Drive
Santa Barbara, CA 93109

Project Name / Location:
Gourmet Dining Room Renovation
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Invoice

Period of work:
April through June 2010

Summary of work to date:
Additional meetings and services have been provided as required to revise design per Board of Trustees and Dr. Serban comments after finalized design with Gourmet Dining Room committee. Elements include lighting design, ceiling features, colors, furniture and 3-dimensional representation of the revised design; presentations at approval meetings.

Hours:  
64.5 hours @ $110 per hour architectural services= $ 6875.50
6 hours @ $110 per hour lighting design services= $ 660.00
9.25 hours @ $110 per hour model rendering services= $ 1015.00
Reimbursables: mileage= $ 20.50

Amount due = $ 8570.50

We appreciate the opportunity to work with you on this project.
Bidsten + Sherwin Design Studio, Inc.

Received
JUL 14 2010

Attachment 1
9/20/10
Change Order #: 9
September 15, 2010

Project: Drama/Music Building Modernization
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

5567 Reseda Blvd, Suite 209
Tarzana, CA 91356

To: Contractor:
Diani Building Corporation
351 North Blosser Rd.
Santa Maria, CA 93458

The Contract is changed as follows:

1. Concrete Slab @ New Mail Room, per CP #013R1 and COR #1.094
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Concrete slab at New Mail Room Floor. Bruce Davis met with John Tschudin on April 2, 2010 to negotiate a resolution of the issue.
   Add: $ 5,000.00

2. Duct Chase in Room 149, per CP #022 and COR #1.095
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: The unforeseen location of the existing ducts in Room 149 was found to be in conflict with new wall. Cost is for enclosing the ducts with drywall framing.
   Add: $ 3,300.00

3. Conflict at Door 154/1, per CP #038 and COR #1.096
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: The existing door frame was found rusted and not reusable condition. Abate drywall at opening, remove and replace HM Door Frame at Door 154/1.
   Add: $ 2,311.00

4. Jurkowitz Roof Penetration, per CP #127R1 and COR #1.097.
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Add structural steel framing around roof penetrations in the Jurkowitz theatre, not shown on the original design drawings.
   Add: $ 14,000.00

5. HVAC Penetrations at H-Line, per CP #046 and COR #1.098
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Infill existing HVAC wall penetrations and stiffen new penetrations at the existing H-Line.
   Add: $ 48,245.00
6. Beam in Rigging Area, per CP # 039 and COR #1.099
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: After Demo the stage roof framing, a headblock beam was found that will be in the area of the new rigging. These beams must be removed per RFI 1.215. This is a lump sum cost to remove the beams.
   Add: $ 5,765.00

7. Relocate 2" Gas Line @ Proscenium Wall, per CP # 235 and COR #1.100
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Existing gas line was found to be in the way of new Proscenium pilaster and catwalk framing. Relocate the 2" Gas Line at Gridline 1 and F4.
   Add: $ 6,699.00

8. Fireproof Structural Braces, per CP # 328 and COR #1.101
   Requested by: Architect
   Compensable Contract Day Change: 0
   Reason: Existing structural brace found above the corridor 113 ceiling does not have fireproofing nor meet the current code requirement. Cost is for fireproofing this brace. Reference RFI No. 1.636 dated May 27, 2010.
   Add: $ 2,225.00

9. Relocate U/G Utilities @ South Lobby, per CP # 162R2 and COR #1.102
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: Number of unforeseen underground utility lines (3" Water, 6" Sanitary sewer, 8" Storm Drain) were found in conflict with new South Lobby extension and needed to be rerouted. This cost includes new drain inlets and concrete pavement replacement.
   Add: $ 68,549.00

10. Conduit Penetrations @ Proscenium, per CP # 188 and COR #1.103
    Requested by: Contractor
    Compensable Contract Day Change: 0
    Reason: Blockout, strip, form and pour separate areas of the Proscenium Wall for conduits penetrations.
    Add: $ 10,392.00

11. Stiffen Deck at HVAC Roof Patch, per CP # 129 and COR #1.104
    Requested by: Architect
    Compensable Contract Day Change: 0
    Reason: Install perimeter structural stiffeners at roof penetrations for new HVAC ducting and where roof patching is required at removed units.
    Add: $ 5,491.00
12. Plumbing @ Scene Shop Roof, per CP # 160R1 and COR #1.105
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: Existing roof drain is in conflict with demolition and new construction of this area.
   Installing new plumbing connection to the existing roof drain discharge is required.
   Add: $ 61,081.00

13. Electrical in Garvin Theatre, per CP # 176R2 and COR #1.106
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Costs to provide and install replacement of the existing unforeseen underground and related conduits and wiring for systems defined on drawing E3.2C, issued under RFI 1.111, dated July 23, 2009.
   Add: $ 147,380.00

14. Upgrade Ceilings, per CP # 181R2 and COR #1.107
   Requested by: Inspector
   Compensable Contract Day Change: 0
   Reason: Costs to upgrade the structure of ceilings in rooms 101, 105, 136, 158, 161, 203, and 207, to meet current code requirements.
   Add: $ 42,423.00

15. New 2/308 Door @ Mech Area, per CP # 082 and COR #1.108
   Requested by: Architect
   Compensable Contract Day Change: 0
   Reason: Frame for new access door 2/308 at mechanical area above scene shop.
   Add: $ 865.00

16. Furring in West Bathrooms, per CP # 199 and COR #1.109
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Frame furring wall with 3-5/8" metal studs at rooms 127 and 131 per field condition.
   Add: $ 6,365.00

17. Mechanical Curbs at Scene Shop, per CP # 205R1 and COR #1.110
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Frame curbs for mechanical units on the Scene Shop Roof per field condition.
   Add: $ 12,186.00

18. Replace Shutoff Valves, per CP # 238 and COR #1.111
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Costs to provide and install three new water shutoff valves in Rooms 137, 161, and 157A per RFI 1.529, dated March 22, 2010 and RFP 1.015, dated March 30, 2010. We have included new access panels for Rooms 158A and 161.
   Add: $ 3,953.00

19. N. Lobby Revised Finishes, per CP # 248R1 and COR #1.112
   Requested by: Owner
Compensable Contract Day Change: 0

Add: $108,822.00
20. Feeder Replace for Elevator, per CP # 405R1 and COR #1.113
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Replace the electrical feeders to panels in the south complex that were removed during demolition for elevator 1 extension due to the unusable condition of existing conduits.
   Add: $ 61,565.00

21. Added Fireproofing, per CP # 293 and COR #1.114
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide additional Fireproofing to beams over the P4 hangers.
   Add: $ 6,432.00

22. Added Fireproofing @ RM 149, per CP # 369 and COR #1.115
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Install fireproofing on steel beams at room 008 and 149.
   Add: $ 4,795.00

23. Add/Replace Beakers to Main, per CP # 381 and COR #1.116
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Add breakers to the main switchboard and upgrade the feeder conductors to panel HA.
   Add: $ 7,191.00

24. Cementitious Fireproofing to, per CP # 397 and COR #1.117
   Requested by: Architect
   Compensable Contract Day Change: 0
   Reason: Install cementitious fireproofing at new C channel.
   Add: $ 1,000.00

25. Project Wide Flooring Change, per CP # 406 and COR #1.118
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Changes to the specification and layout of flooring project-wide. Changes are described in sketches SK-ASI-074a R4, 074b R4 and 074c R4, all undated.
   Add: $ 0.00

26. Change Concrete Beams Room 1. per CP # 041 and COR #1.119
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Change of beam width and depth for floor to floor heights due to field condition.
   Add: $ 3,133.00

27. Adjustment to CP 007. per CP # 425 and COR #1.120
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: Adjust contract total to accurately reflect negotiated totals for the work scope defined by cost proposal 29010-007.
   Add: $ 3,444.00
28. New Roof Over Garvin Theatre. per CP # 217R2 and COR #1.121
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Credit to remove the concrete curb and simplify the detail at the transition from clay tile
   roof to stage wall
   at the Garvin Theater.
   Add: ($ 8,843.00)

29. Water Heater in Room 112. per CP # 190 and COR #1.122
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: The existing water heater in Janitor Room 112 does not have enough spacing from the
   existing electrical panel and needs to be moved to clear the required distance.
   Add: $ 2,757.50

Total Cost of This Change Order: Add: $636,516.50

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the “Changes”) represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor’s performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>The original Contract Sum was</td>
<td>$10,874,000.00</td>
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<tr>
<td>Net change by previously authorized change orders</td>
<td>$1,427,578.50</td>
</tr>
<tr>
<td>The contract sum prior to this Change Order was</td>
<td>$12,301,578.50</td>
</tr>
<tr>
<td>The contract sum will be increased by this change order by</td>
<td>$636,516.50</td>
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<td>The new contract sum including this change order will be</td>
<td>$12,938,095.00</td>
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<td>The original contract time was</td>
<td>396 calendar days</td>
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<td>The original date of substantial completion was</td>
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<tr>
<td>Net change by previously authorized change orders</td>
<td>0 calendar days</td>
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<td>The contract time will be changed by this change order</td>
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<tr>
<td>The new contract time including this change order will be</td>
<td>calendar days</td>
</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is</td>
<td>July 14, 2010</td>
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NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: John Fisher, AIA  
Principal-in-Charge  
John Sergio Fisher & Assoc., Inc.  
5567 Reseda Blvd., Suite 209  
Tarzana, CA 91356

Date: __________________

Contractor: Diani Building Corporation.  
295 North Blosser Rd.  
Santa Maria, CA 93458

Date: __________________

Construction Manager: GKK Works  
C/O Santa Barbara City College  
2355 Main Street Suite 220  
Irvine, CA 92614

Date: __________________

Owner: Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

(Date for DSA approval stamp)
CHANGE ORDER (CO)

Owner Name: Santa Barbara City College  
Project Name: La Playa Track and Field Replacement  
Project Description: La Playa Track and Field Replacement  
To (Contractor): Byrom-Davey, Inc.

CO Initiate Date: September 23, 2010  
Field CO Number:  
Project Number: #5477  
Contract Number:  

| A | Original Contract Amount | $1,940,000.00 |
| B | Previously Approved Change Orders to Date (excluding this CO) | $110,851.91 |
| C | Current Approved Contract Amount | $2,050,851.91 |
| D | Amount of this CO | $18,666.92 |

| E | Total Approved Change Orders to Date (including this CO) | $2,169,693.82 |
| F | Revised Contract Amount (A + B) | $1,958,666.92 |

You are hereby directed to make the following change(s) in the Contract.

**Description of Work / Reason for Change**
Adjust existing buried manhole to grade, ADD $572.17; Additional ADA improvements in parking lot, ADD $1,020.15; Additional sewer line installation due to unknown location of existing sewer main, ADD $13,728.17; Construction of asphalt ADA access ramp at modular restrooms, ADD $1,887.59; Provide and install additional toilet paper dispensers per College request and pressure regulators at modular restroom and field BFP, ADD $1,378.82.

Reason for change:  
[ ] Architect Delicacy  
[ ] Unforeseen Condition  
[ ] Owner Request

Contract Documents associated with this Change Order are as follows: PCO #21, 22, 23, 24, 25, 26.

Funding Source: Measure V Bond Funds

The Contract Amount due to this Change Order will be Increased $18,666.92

The Contract Time due to this Change Order will be 0

Contract Milestone(s) have been changed as per the attached Schedule

The revised Final Completion date is 5/25/10

Remaining disputed portion of the Change Order Proposal Contractor believes that the value for the work described herein is $ and ____________ days in excess of the Contract adjustments in the Change Order.

In accordance with GC Sections 10 and 16, the Contractor is required to file claim for disputed amount by (date): ____________ (10 days from date CO issued to Contractor)

Contractor must sign and return this Change Order by (date): ____________ (10 days from date CO issued to Contractor)

Should the Contractor fail to sign and return this Change Order as required, Owner reserves the right to process the Change Order without the Contractor's signature.

By signing this Change Order, the parties agree the adjustments to the Contract shown herein are fair and final. However, the parties do waive any rights or defenses regarding disputed amounts of money or time listed on this document. Refer to the dispute resolution provisions of the Contract for further action.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name (Print)</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Civil Engineer/Designer</th>
<th>Jim Pennyman</th>
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<tbody>
<tr>
<td>Construction Manager</td>
<td>N/A</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Steve Mesetti</td>
</tr>
<tr>
<td>Director - Facilities &amp; Campus Development</td>
<td>Julie Hendricks</td>
</tr>
<tr>
<td>Vice President of Business Services</td>
<td>Joseph Sullivan</td>
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Change Order Item Code:  
Owner's Authorized Rep. Initials:  
State of California - Division of the State Architect, Application Number: 03-113331  
DSA File Number: 45-C2

Attachment 3  
9/20/10
# CHANGE ORDER PROPOSAL

<table>
<thead>
<tr>
<th>Work Order No:</th>
<th>Contract No:</th>
<th>C.O.P. No.:</th>
<th>2</th>
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Submitted by:  
Thomas-Schwab Corporation  
Ken Thomas  

Submitted to:  

The following is an itemized quotation regarding proposed modifications to the Contract Documents.

**Description of Work:**  
Additional work requested by District Personnel

**Subcontractor's Cost (Includes subcontractor overhead and profit):**
- $  
- $  
- $  
- $  
  Subtotal A: $  

**General Contractor's Cost:**
- Thomas-Schwab  
- $  
- 3,050  
- $  
- $  
  Subtotal B: $ 3,050.00

12% overhead and profit of subtotals A+B  
Bond at 3.8% of subtotals of A+B+C

- $  
- Subtotal C: $ 457.50  
- Subtotal D: $ 131.53

**GRAND TOTAL (A+B+C+D):** $ 3,639.03

☐ The proposed change would increase the Final Completion Date by ___ 0 ____ calendar days.

☒ The proposed change DOES NOT AFFECT THE final completion Date required by the Contract.

This Change Order Proposal is effective for 30 calendar days.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Signature</th>
<th>Project Manager</th>
<th>Title</th>
<th>Date</th>
<th>Architect:</th>
<th>Signature</th>
<th>Owner/Rep:</th>
<th>Signature</th>
</tr>
</thead>
</table>

Attachment 4  
Page 1 of 2  
5/20/19
James Dixson,

ABS Plastic – Cut / Deburred and Installed $ 1350.00

Drawers (2) / HD Slides / Install $ 1350.00

Shelf – Stationary $ 200.00

Security Wire Provide and Install $ 150.00

Bond / Insurances / Taxes $ 131.53

Profit $ 457.50

TOTAL $ 3639.03

Thanks,

Ken Thomas
(805) 432-6935
August 31, 2010

SBCC
721 Cliff Dr
Santa Barbara, CA 93109

Attn: Steve M
Ref: SBCC Softball Field Plans-Extras and reimbursable

There is due and payable at this time for architectural services for the above referenced project for changes to the plans from requirements by Parks and Rec Dept and ADA requirements by the City, the sum of $13,349.04. This includes all labor and materials used to provide the service requested per our contract in conjunction with this project to this date.

Enclosed is a copy of the job ledger sheet showing the cost breakdown of all labor and materials used. In addition, the labor is broken down by employees into the various major categories of services performed from out time sheets. Also included are copies of the materials used, the consultant invoices, and miscellaneous fees charged for your review.

If you have any questions, do not hesitate to call for any additional information or clarifications.

**TOTAL DUE $13,349.04**

*Note*! In order to keep the project cost down, payment is due within 15 days. No interest will be charged if *payment in full* is received within 30 days from the date of this invoice. After that date, interest will be charged at the contract rate of 1.5% of the entire outstanding balance due each month.

Thank you,
D W REEVES AND ASSOCIATES, Architects
## Measure V Projects
**Contracted and Expected Costs and Expenditures to Date as of Sep 17, 2010**

### Drama Music Building Modernization - Renovation under way

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td>19%</td>
<td>$4,071,881.00</td>
<td>21%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$16,855,118.50</td>
<td>$18,500,000.00</td>
<td>$7,703,143.60</td>
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<tr>
<td>Total</td>
<td>$20,926,799.50</td>
<td>$23,500,000.00</td>
<td>$11,163,819.61</td>
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</table>

### Luria Conference and Press Center - Project Completed

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td>27%</td>
<td>$474,384.76</td>
<td>27%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$1,274,394.63</td>
<td>$1,275,000.00</td>
<td>$1,096,766.10</td>
</tr>
<tr>
<td>Total</td>
<td>$1,748,779.39</td>
<td>$1,750,000.00</td>
<td>$1,571,408.56</td>
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</table>

### Bridge Renovation - Project Completed

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td>4%</td>
<td>$180,838.04</td>
<td>3%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$4,330,924.00</td>
<td>$4,330,924.00</td>
<td>$4,330,924.00</td>
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<tr>
<td>Total</td>
<td>$4,511,762.04</td>
<td>$4,460,771.66</td>
<td>$4,460,771.66</td>
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</table>

### Softball Renovation - Construction not Started Yet

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td>9%</td>
<td>$39,500.00</td>
<td>20%</td>
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<tr>
<td>Hard Costs</td>
<td>$382,162.00</td>
<td>$400,000.00</td>
<td>$-</td>
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<tr>
<td>Total</td>
<td>$421,662.00</td>
<td>$500,000.00</td>
<td>$40,280.07</td>
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</table>

### La Playa Track and Field Replacement - Project Completed

<table>
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<tr>
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<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td>11%</td>
<td>$244,446.30</td>
<td>11%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$2,050,881.91</td>
<td>$2,070,000.00</td>
<td>$1,570,146.49</td>
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<td>Total</td>
<td>$2,295,328.21</td>
<td>$2,320,000.00</td>
<td>$1,747,028.14</td>
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### Humanities Building Modernization - In Design Phase

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs &amp; Contingency</td>
<td>100%</td>
<td>$1,462,087.50</td>
<td>40%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$8,400,000.00</td>
<td>$8,400,000.00</td>
<td>$-</td>
</tr>
<tr>
<td>Total</td>
<td>$1,462,087.50</td>
<td>$14,000,000.00</td>
<td>$349,226.12</td>
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### Campus Center Building Modernization - Design Not Started

<table>
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<tr>
<th></th>
<th>Contracted</th>
<th>Expected</th>
<th>Expended To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs &amp; Contingency</td>
<td>100%</td>
<td>$92,056.00</td>
<td>40%</td>
</tr>
<tr>
<td>Hard Costs</td>
<td>$2,900,000.00</td>
<td>$2,900,000.00</td>
<td>$-</td>
</tr>
<tr>
<td>Total</td>
<td>$92,056.00</td>
<td>$4,800,000.00</td>
<td>$79,717.09</td>
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</tbody>
</table>

Soft costs generally include design services, construction management, inspection services, materials testing and inspection, surveying, commissioning, reprographics, environmental consulting, labor compliance and other related services.
LEASE-LEASEBACK CONSTRUCTION PROJECT DELIVERY METHOD

FOR DISCUSSION

BOARD FACILITIES COMMITTEE MEETING

SEPTEMBER 20, 2010

Santa Barbara Community College District is interested in learning about the option of using the Lease-Leaseback contract delivery method for certain construction or renovation projects. The purpose of this analysis is to review the background and parameters of this method, as well as to provide insight into the potential advantages and disadvantages of Lease-Leaseback projects.

DESCRIPTION OF THE LEASE-LEASEBACK METHOD

Lease-Leaseback is a construction project delivery method, which is a process by which the College can contract with a licensed construction contractor (often referred to in this method as “Developer-Contractor”), to build a work of improvement on a College-owned facility. Other project delivery methods include Design-Bid-Build (the most common delivery method used by the College to date), Design-Build (which shares some similarities with Lease-Leaseback), Job-Order Contracting, CM at Risk, and Integrated Project Delivery. This analysis focuses solely on the Lease-Leaseback project delivery method.

The general premise of Lease-Leaseback contracting is that the College can lease a facility or property to the contractor (site lease or ground lease), who in turn completes the work of improvement and leases the property back to the College (facilities lease or building lease). There are typically at least three agreements involved in a Lease-Leaseback project: the site lease, the facilities lease, and the construction services agreement. At the end of the lease term (termination of the construction services agreement or completion of construction), the leases terminate and full title vests in the College. The leases are structured such that the site lease is for $1 per year. The facilities lease sets the price for the project and is paid based upon the completion progress of the project, much like standard delivery methods, wherein payment is made each month as a percentage of project completion. The contractor is paid through these lease payments, in lieu of standard construction progress payments.

The essential point is that this method allows the owner to utilize a qualifications-based selection process rather than strictly keeping with the standard low-bid contract selection method. Project delivery is essentially the same from the Owner’s perspective, in that a contractor will build the entire project, and will be paid on a percentage complete basis throughout construction. Once the project is completed, the users will be able to take occupancy of the building, just as they would using any other project delivery method. The key to successful implementation of the Lease-Leaseback project delivery method is early selection and integration of the contractor into the project(s). Projects must still be designed by a competent architect/design team and must still be reviewed and approved by the Division of the State Architect (DSA).
The primary reason that many districts (particularly K-12) utilize the Lease-Leaseback method is because of the flexibility it provides in selecting the construction contractor using alternative methods to low-bid contracting (i.e., qualifications-based selection). However, as discussed below, there are distinct differences between the Education Code Sections governing K-12 districts and community college districts as they relate to Lease-Leaseback projects. Even with these differences, several community college districts have determined that it is beneficial to use the Lease-Leaseback contracting method for their projects. Other community college districts that have utilized or are currently utilizing the Lease-Leaseback method are Yuba Community College District, Foothill-De Anza Community College District, Yosemite Community College District, and Sierra Joint Community College District.

**BACKGROUND AND LEGAL AUTHORIZATION**

Education Code Section 81335, which authorizes the use of the Lease-Leaseback project delivery method for community college districts states:

The governing board of a community college district may let, at a minimum rental of one dollar ($1) a year, to any person, firm, or corporation any real property which belongs to the district if the instrument by which such property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the community college district during the term thereof, and provides that title to such building shall vest in the community college district at the expiration of such term. Such instrument may provide for the means or methods by which such title shall vest in the community college district prior to the expiration of such term, and shall contain such other terms and conditions as the governing board may deem to be in the best interest of the community college district.

The origin of the Lease-Leaseback project delivery method is in the private sector, and was developed in order to provide contractor (developer) furnished financing for projects. The legislature, however, has specifically authorized school districts to utilize this method for construction and renovation of school facilities through Ed. Code Section 81335 (for community colleges) and Section 17406 (for K-12 districts). Other public agencies are not permitted to use this project delivery method at this time. Although there is some controversy regarding the use of Lease-Leaseback contracts for State funded projects, at this point it is not believed that projects involving State funding are eligible for this method. The District has several locally funded projects, which do not include State funding, for which this method might be effectively used.

The specific issue in this analysis is whether or not the College is authorized to implement this project delivery method and what steps must be taken in order to effectively do so. As has been previously mentioned, there is a key difference between utilization of the Lease-Leaseback project delivery method by K-12 school districts and community college districts. The root of that difference is found in the first sentence of the authorizing legislation. In Ed. Code Section 17406 (which governs K-12 districts' ability to utilize Lease-Leaseback), the text
includes the language, "the governing board of a school district, *without advertising for bids*, may let..." (emphasis added). The term "without advertising for bids" is absent from Section 81335. It would appear, therefore, that community college districts must in some way advertise Lease-Leaseback projects for bid. In order to comply with this apparent requirement, several districts have advertised the issuance of Requests for Qualifications (RFQ), which results in interested contractors submitting Statements of Qualifications (SOQ). This RFQ/SOQ process is similar to the "Pre-Qualification" process that the College used on the Track and Field Replacement Project. Although the College will need to work with legal counsel to ensure that the proper procedures are followed and adequate documentation is prepared, the Lease-Leaseback is a legally viable option for the College.

This does not, however, mean that the process cannot be challenged. One risk in proceeding with this method, because it is still somewhat unfamiliar to many, is that the project may be challenged in court. If this were to happen, there is a chance that the project would be put on hold (through an injunction) until the matter was resolved. These legal challenges could come from labor unions, a non-selected contractor, or even any taxpayer. In order to minimize the risk of the project’s progress being halted, many colleges and K-12 districts file what is known as a "validation action." A validation action is a lawsuit in which the college requests that the court review and validate the lease arrangements. This is known as a preemptive suit. The legislative purpose behind allowance of validation actions is that the state has an interest in limiting delay from litigation that could impair a public agency’s ability to operate financially. Because of this, validation actions have preference over all other civil matters and once finalized, become forever binding and conclusive. In other words, once a validation action has been completed, the College would be protected from legal challenges to the validity of Lease-Leaseback contracting on a particular facility. Should the College choose to pursue the Lease-Leaseback contracting method, it is highly recommended that a validation action be filed.

**LEASE-LEASEBACK CONTRACTING PROCEDURES**

Once SOQs have been received, the colleges or districts develop a "shortlist" of apparently qualified contractors and conduct interviews to determine the most qualified contractor. Upon selection of the project contractor (referenced above as the "Developer-Contractor"), the College then enters into negotiations with the selected contractor to determine the project price. This is often referred to as the "Guaranteed Maximum Price" (GMP), though that term is often a misnomer, as GMP contracts frequently end up with change orders, not unlike a standard low bid contract. However, the development of the contract price occurs through collaboration between the owner and the contractor, after the contractor has become familiar enough with the plans to adequately address any outstanding concerns and to provide a complete price.

In order to ensure that the contractor has "bought in" to the plans, owners typically engage the contractor in a "preliminary services agreement" during the design or permitting process. The goal is to encourage a team concept and engage the contractor in the process of preparing the plans and specifications, which will ensure that the contractor has an adequate understanding of the project to accurately prepare a GMP proposal. Ideally, the early inclusion of the contractor will result in fewer change orders and a reduced likelihood of claims. Obviously, the
earlier the selected contractor is engaged in the project, the more likely it will be that the contractor will have a full understanding of the project.

In addition to setting a GMP for the contract, using this method allows the owner to review and approve the selected contractor's subcontractor list. Although the College would have the right to select different subcontractors from those proposed by the contractor, any difference in subcontractor costs would be the responsibility of the College. This flexibility is one of the advantages of the Lease-Leaseback method. Once the subcontractors are selected and agreed upon and the GMP is set, the College would then enter into the two above-mentioned leases with the contractor. The College would operate this project in a very similar manner to other major projects on campus in that it would still hire a construction manager, if desired, and would still conduct weekly meetings, etc. The primary difference is in the pre-construction services of the contractor and the contractual relationship between the College and the contractor.

**LEASE-LEASEBACK ADVANTAGES**

- Participation in selection of contractor (Qualifications Based-Best Value)
- Participation in selection of subcontractors
- Potential for cost savings
- Potential for time savings
- Potential for reduced change orders and claims

**LEASE-LEASEBACK DISADVANTAGES**

- Many agencies and contractors are not familiar with lease-leaseback
- Possible discrepancy between owner's intent for the scope of work and contractor's interpretation
- Issues regarding timing of leases in relation to DSA approval

**CONCLUSION**

The use of Lease-Leaseback contracting may be a viable option for the Santa Barbara Community College District. Two upcoming projects appear to be potentially suitable candidates; the Humanities Building Improvement Project and the Campus Center Building Improvement Project. These projects are both in the design phase. Should the College decide to pursue this option on the Humanities project, the decision should be made soon and the RFQ process undertaken quickly since that project is further along in design and the start date of that project is anticipated to be earlier than Campus Center.