



June 15, 2017

Robert Clark  
Mountain View Whisman School District  
750-A San Pierre Way  
Mountain View, CA 94043

**RE: Change Order #1 Justification: Mariano Castro / Gabriella Mistral Phase 2 New Construction - BHM Construction Inc.- Mountain View Whisman School District – DSA APP #: 01-115493.**

**Item # 1 – Remove AC at Existing Leased portables. (CPE #1)**

This change is the result of a scope revision. The Asphalt ramps for the two existing portables on the south side of the site needed to be removed prior to the removal of the portables themselves. The cost included for item no. 1 includes labor, equipment and disposal cost to remove the AC ramps. **\$2,650**

**Item # 2 – Remove Vegetation at Fence Line. (CPE #7)**

This change is the result of an unforeseen condition. As the existing perimeter fence is located inside the existing property line, the fencing was left in place as the District works with the neighboring properties to resolve the property line work. To facilitate site grading in the area the existing vegetation had to be cut back from the fencing which is temporarily left in place. **\$689**

**Item # 3 – Storm Drain Tie-In. (CPE #14)**

This change is the result of an unforeseen condition. The existing 6” Storm Drain line to be demolished between Buildings H and J was found to be deeper and of different layout than shown in the plans resulting in added labor and equipment cost to remove. Additionally, an existing 6” clay pipe was discovered adjacent to the storm drain trench and would need to be removed below the building pad. **\$6,166**

**Item # 4 – Fire Line Relocation (CPE #15)**

This change is the result of a design revision and unforeseen condition. During construction, it was discovered that portions of the existing 8” Fire Line and 2” domestic water line located on the south end of the site adjacent to buildings A and B would, needed to be re-routed and lowered to avoid a conflict with the building footings and to achieve proper coverage. The cost included for item no. 4 includes the labor, material and equipment required to lower and re-route the fire and domestic water lines. **\$29,699**

**Item # 5 – Boundary Survey at Property Line (CPE #17)**

This change is the result of a design revision. To properly determine the legal property line at the northwest end of the site, the District requested the contractor provide surveying and recording services to locate and stake the

actual property line. The cost included with item no. 5 includes the additional surveying costs required to complete the boundary survey. **\$7,208**

**Total Change Order No. 1 - \$46,412.00**

In our capacity as the District's Construction Manager we have completed a review of Change Order # 1.

The total Change Orders to date: \$46,412.00

This equates to 0.29% of the contract value. To date, BHM has completed 14% of the contract work.

There is \$2,245,988.00 remaining in the Change Order Contingency.

Based upon the review of the merit and the compensation, it is our recommendation that you approve this change order. If you have any question, please do not hesitate to call.

Sincerely,  
Greystone West Company

Jason Cave  
Project Manager



# CHANGE ORDER

1483.00 - 0 - 1.8

CO  
001

<b>PROJECT:</b> Castro & Mistral ES Phase 2	<b>Change Order No.:</b> ONE (001)
505 Escuela Avenue	<b>Project No.:</b> 1483.00
Mountain View, CA 94040	<b>Initiation Date:</b> 6/5/2017
	<b>Contract For:</b> Phase 2
	<b>Contract Date:</b> 02/02/2017
	<b>DSA File No.:</b> 43-66
	<b>DSA App. No.:</b> 01-115493
	<b>OPSC App. No.:</b>

**CONTRACTOR:** BHM Construction, Inc.  
221 Gateway Rd. W, Ste. 405  
Napa, CA 94558

You are directed to make the following changes in this contract: (Refer to Summary on following page)

Reserved for Architect's Stamp



The original Contract Sum was	\$ 23,924,000
Net change by previous Change Order	\$ 0
The Contract Sum prior to this Change Order was	\$ 23,924,000
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 46,412
The new Contract Sum including this Change Order will be	\$ 23,970,412
The Contract Time will be UNCHANGED by this Change Order in the amount of	0 Days
The Date of Completion as of the date of this Change Order:	05/17/2018

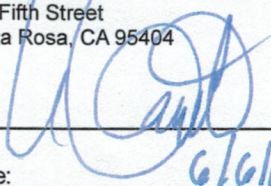
**Not valid until signed by both the Owner and the Architect.**

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Suppliers, at all times, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all work under this Contract. The signing of the Change Order indicates that the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractor and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ARCHITECT	CONTRACTOR	OWNER
Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa, CA 95404	BHM Construction, Inc. 221 Gateway Rd. W, Ste. 405 Napa, CA 94558	Mountain View Whisman School District 750-A San Pierre Way Mountain View, CA 94043
By: 	By:	By:
Date: 6/6/17	Date:	Date:



SUMMARY:

No.	Reference:	Description:	C.O.R. #	Amount	Calendar Days Added to Contract		
					DoC M1	M2	M3
<b>TOTALS:</b>				\$ 46,412	0	0	0
1	Field Directive	Remove AC and accessible ramps at temporary portables slated for removal near the entrance on Toft.	001	\$ 2,650	0	0	0
2	None	Remove brush along northern fence line to facilitate grading prior to fence removal.	007	\$ 689	0	0	0
3	AR 31, 33, 33.1	Extend existing SD; existing SD was not located as shown and a separate clay pipe was uncovered during excavation.	014	\$ 6,166	0	0	0
4	AR 35.1	Relocation of fire and domestic water lines that were not installed in accordance to Phase 1 plan. Additionally, the fire line was not at the intended depth.	015	\$ 29,699	0	0	0
5	Field Directive	At the request of the District, the contractor provided a survey for the northern property line.	017	\$ 7,208	0	0	0

END OF SUMMARY

The original Contract sum was \$23,870,413. The Contract sum prior to this Change Order was \$23,870,413. The Contract sum will be INCREASED by this Change Order in the amount of \$22,941,762. The new Contract sum including this Change Order will be \$46,812,175. The Contract Time will be UNCHANGED by this Change Order in the amount of 0 Days. The Date of Completion as of the date of this Change Order is 02/17/2018.

Not valid until signed by both the Owner and the Architect. Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time. The completion (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, at all times for the work or change defined in the Change Order, including all impact on reworked work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all suppliers, at all times, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the installation of scheduled, reworked and unforecast overhead costs, delay, disruption, and all impact, upon impact or cumulative impact on all work under this Contract. The signing of this Change Order indicates that the Contractor, all Subcontractors and all suppliers, at all times, agree to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1812 of the California Civil Code which reads as follows:  
 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

OWNER: Mountain View Whisman School District  
 150-A San Ramon Way  
 Mountain View, CA 94043

CONTRACTOR: BWH Construction, Inc.  
 321 Gateway Rd. W. Ste. 405  
 Menlo Park, CA 94025

ARCHITECT: Gustafson Knox Architects  
 608 Park Street  
 Sausalito, CA 94965

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

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