

## **Board of Trustees Agenda Item**

**Board Meeting Date:** September 13, 2010

**Title of Item:**

Measure C Consent

**Background and Analysis:**

***Aggregate amount of these items is: \$297,930***

***De Anza College –***

- A) Consolidated Engineering Laboratories – Revision #1 to Agreement – Baldwin Winery & East cottage “Historic Renovation” - \$20,000
- B) Guerra construction Group – Change Order #1 – CDC Playground Maintenance and Shade Structure - \$8,421
- C) John Plane Construction, Inc. – Change Order #6 – Baldwin Winery and East Cottage “Historic Renovation” - \$20,849
- D) John Plane Construction, Inc. – Change Order 35 – Seminar Building and Multicultural Center - \$12,378
- E) Petersen Dean Commercial, Inc – Change Order #2 – Roof and Trellis Repair - PE 1-2-6 & S7-8 - \$2,419
- F) R. C. Benson and Sons, Inc. – Change Order #1 – Secured Bicycle Storage for Students - \$3,392
- G) S. J. Amoroso, Inc. – Change Order #17 – S2-S6 Phase II – Utility Master Plan – Phase I - \$14,687

***Foothill College***

- H) Chevron Energy Solutions – Change Order #1 – Photovoltaic Arrays – Parking Lots 2 & 3 - \$179,284
- I) Vlaming + Associates – Change #1 to Agreement – Program Overhead - \$20,000
- J) WRNS Studio, LLP – Revision #3 to PAA #F-WRNS – 3A – Exterior Signage - \$6,500

***Central Services –***

***None***

Charles Allen, Executive Director of Facilities, Operations, and Construction Management, Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Bond Program Management, Foothill College, recommends that Measure C consent item(s) be ratified/approved by the Board of Trustees.

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Director, Bond Program Management, De Anza College, and Art Heinrich, Director, Bond Program Management, Foothill College
Is backup provided?	Yes

## Consolidated Engineering Laboratories – Revision #01

Revision #01 to the Standard Form of Agreement (Purchase Order #MC100899) dated November 6, 2009 between Foothill-De Anza Community College District and Consolidated Engineering Laboratories.

**DATE OF REVISION:**

August 30, 2010

**SCOPE:**

Provide testing and inspection services as required by DSA T&I sheet.

**COMPENSATION:**

Original contract value:	\$ 29,370.45
Net change in contract value from previous revisions:	\$ 00.00
Contract value prior to this revision:	\$ 29,370.45
<b>Net change in contract value due to this revision:</b>	<b>\$ 20,000.00</b>
New contract value including this revision:	\$ 49,370.45

**SCHEDULE:**

No Change

**OTHER:**

Contract completion date can be extended, at no additional cost, by mutual agreement for up to two additional three month periods

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

Amendment agreed to by:

OWNER

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

CONSULTANT

Signature	Date
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Print Name

Consolidated Engineering Laboratories



# Prime Contract Change Order

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

## 228 CDC Playground Maint. & Shade Structure Project # 228

Gilbane/MAAS

De Anza College 21250 Stevens Creek Blvd. Cupertino, CA Tel: 408-864-5888 Fax: 408-864-5745  
95014

**Date: 9/13/2010**

**To Contractor:**

Guerra Construction Group  
345 Commercial Street  
San Jose, CA 95112

**DSA Number** 01-111208

**Project #** 228

**Contract Date:** 5/3/2010

**Contract Number: MC-101456**

**Change Order Number: 001**

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

PCO	Description	Amount
006	Reroute irrigation sleeve around performance deck and install pullbox. Architected directed design change.	\$797
007	Remove two diseased trees, and replace with (N) 36" box red maple per College request.	\$2,923
010	Demo of (E) unforeseen concrete/cobble pad by water trough & hose bibb. Field condition.	\$1,783
002	ASI-1 / RFI 003 - Reroute storm drain to avoid (E) tree roots. Architect Directed Design Change.	\$1,947
003	RFI 004 - Demo unforeseen footing and concrete curb to avoid conflicts with new play equipment installation. Field condition.	\$971

The original Contract Value was.....	\$254,797
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$254,797
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$8,421
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$263,218</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/10/2010

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.

Keller & Daseking Architects

ARCHITECT  
825 Oak Grove Avenue  
Menlo Park, CA 94025

Address

By William Gutsell

SIGNATURE

DATE

Guerra Construction Group

CONTRACTOR  
345 Commercial Street  
San Jose, CA 95112

Address

By Jeremy Bright

SIGNATURE

DATE

Foothill-De Anza Community College  
District

OWNER  
12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

**1 - Prime Contract Change Order**

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

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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

203 Baldwin Winery and East Cottage Project

Project #1183-203

Gilbane/MAAS

Date: 8/27/2010

**To Contractor:**John Plane Construction  
1000 South Bascom Ave.  
San Jose CA 95128**Project #** 1183-203  
**Contract Date:** 1/16/2009  
**Contract Number** 1  
**Change Order Number:** 6**The Contract is hereby revised by the following items:**

Change Order # 6

**Baldwin Winery**

DSA# 01-110264

PCCO	Description	Amount
6	Add cork flooring at admin. area, lower fire sprinkler at lower level, provide elevator recall system, furr out wall at electrical panel.	\$ 20,849.00

**East Cottage**

DSA# 01-110101

PCCO	Description	Amount
N/A	N/A	\$ -

**Total Combined**  
**\$ 20,849.00**

The original Contract Value was	\$ 3,270,000.00
Sum of changes by prior Prime Contract Change Orders	\$ 80,072.00
The Contract Value prior to this Prime Contract Change order was	\$ 3,350,072.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$ 20,849.00
The new Contract Value including this Prime Contract Change Order will be	\$ 3,370,921.00
The Contract duration will be changed by	0 Days

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.

Architectural Resources Group

ARCHITECT

Pier 9, The Embarcadero  
Sa Francisco, CA 94111John Plane Construction

CONTRACTOR

100 North Hill Dr., Ste. 12  
Brisbane, CA 94005Foothill-De Anza Community College

OWNER

12345 El Monte Road  
Los Altos Hills, CA 94022BySIGNATUREDATEBySIGNATUREDATEBy Charles AllenSIGNATUREDATE**COLLEGE APPROVAL**By Letha JeanpierreSIGNATUREDATE



## Prime Contract Change Order

**Date:** 9/13/2010

**To Contractor:**

John Plane Construction, Inc.  
100 North Hill Dr., Ste.12  
Brisbane, CA 94005

**DSA Number** 01-110252

**Project #**

**Contract Date:** 3/18/2010

**Contract Number:** 001

**Change Order Number:** 005

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

Change Order #5, September 13, 2010 BOT

PCO	Description	Amount
031	RFI #58 Add Curb Detail -- AD	\$2,592
032	ASI #8, Add Electrical Outlet at MCC WAP - AD	\$857
033	ASI 15, Ductwork Revisions at Sem Entrance -- AD	\$1,135
027	RFI 44 MCC Curb at Truncated Domes - FC	\$7,794

The original Contract Value was.....	\$2,706,200
Sum of changes by prior Prime Contract Change Orders.....	\$49,802
The Contract Value prior to this Prime Contract Change Order was.....	\$2,756,002
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$12,378
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$2,768,380</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/6/2010

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 & Tam Architects & Planners

John Plane Construction, Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

729 Heinz Street, #7  
Berkeley, CA 94710

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACTOR**

100 North Hill Dr., Ste.12  
Brisbane, CA 94005

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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



## Prime Contract Change Order

Detailed, Grouped by Each Number

**273 Roof and Trellis Repair: PE1-2-6 and S7-8**  
21250 Stevens Creek Blvd. Cupertino CA 95014

**Project # 273**  
Tel: 408-864-5888 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 8/25/2010**

**To Contractor:**  
Petersen Dean Commercial, Inc.  
7980 Enterprise Drive  
Newark, CA 94560

**Architect's Project No:**  
**Contract Date:** 3/16/2010  
**Contract Number: MC101046**  
**Change Order Number: 002**

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

Change Order #2: The total cost of this change order is \$2,419. There shall be no extension of time for this change order.

PCO	Description	Amount
011	Add Scaffold to East Side S-8 to coordinate with project 241	4,134
013	Close out Allowance #1 Dry Rot Repair	(1,715)

The original Contract Value was.....	1,242,000
Sum of changes by prior Prime Contract Change Orders.....	3,919
The Contract Value prior to this Prime Contract Change Order was.....	1,245,919
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	2,419
The new Contract Value including this Prime Contract Change Order will be.....	<b>1,248,338</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

_____ ARCHITECT	_____ Petersen Dean Commercial, Inc.	_____ OWNER
_____ Address	_____ CONTRACTOR 7980 Enterprise Drive Newark, CA 94560	_____ Address
_____ By	_____ Address	_____ Address
_____ SIGNATURE	_____ By	_____ By
_____ DATE	_____ SIGNATURE	_____ SIGNATURE
	_____ DATE	_____ DATE



# Prime Contract Change Order

**Date:** 9/13/2010

**To Contractor:**

R.C. Benson & Sons, Inc.  
1959 Leghorn Street  
Mountain View, CA 94043

**DSA Number**

None.

**Project #**

**Contract Date:**

6/23/2010

**Contract Number: 001**

**Change Order Number: 001**

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

Change Order #1, September 13, 2010 BOT

PCO	Description	Amount
002	Additional Electrical Trenching and Christy Box	\$4,704
003	Delete Gate	\$(1,312)

The original Contract Value was.....	\$153,000
Sum of changes by prior Prime Contract Change Orders.....	\$0
The Contract Value prior to this Prime Contract Change Order was.....	\$153,000
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$3,392
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$156,392</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	9/9/2010

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.

Sandis

R.C. Benson & Sons, Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

936 East Duane Avenue  
Sunnyvale, CA

Address

By

SIGNATURE

DATE

**CONTRACTOR**

1959 Leghorn Street  
Mountain View, CA 94043

Address

By

SIGNATURE

DATE

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE

DATE

College Approval

By: Letha Jeanpierre

Signature

Date:



## Prime Contract Change Order

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

**241 Phase II - S-2 and S-6 Central Plant**  
De Anza College, 21250 Stevens Creek Blvd., Cupertino,  
CA 95014

**Project # 241**  
Tel: 408-864-5888 Fax: 408-864-5745

**Gilbane/MAAS**

**Date: 9/13/2010**  
**To Contractor:**  
S.J. Amoroso Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, CA 94065

**DSA Number** File No. 43-C2; Appl.01 110405  
**Project #** SOBE # 08238  
**Contract Date:** 7/10/2009  
**Contract Number: FHDA PO# MC100380**  
**Change Order Number: 017**

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

Change Order #17

PCO	Description	Amount
088	PR 13 Leak Detection System - Architect Directive	\$2,846
175	RFI 254 Connection of Lateral to S8 in MH22 - Architect Directive	\$1,729
181	RFI 262 Repair Pipe Insulation at Autotech - Field Condition	\$1,929
183	PG&E Fees for Shutdown #5 - Field Condition	\$8,183

The original Contract Value was.....	\$9,397,000
Sum of changes by prior Prime Contract Change Orders.....	\$1,105,863
The Contract Value prior to this Prime Contract Change Order was.....	\$10,502,863
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$14,687
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$10,517,550</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	10/26/2010

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.

Salas O'Brien Engineers, Inc.

S.J. Amoroso Construction Co., Inc.

Foothill-De Anza Community College  
District

**ARCHITECT**

305 South 11th Street  
San Jose, CA 95112

Address

By Keith Rootsart

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACTOR**

390 Bridge Parkway  
Redwood Shores, CA 94065

Address

By Cleveland, Mike

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**OWNER**

12345 El Monte Road  
Los Altos Hills, CA 94022

Address

By Charles Allen

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

College Approval

By: Letha Jeanpierre

Signature \_\_\_\_\_

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



**Chevron Energy Solutions Company,**  
**a division of Chevron U.S.A. Inc.**  
 Chevron ES Project #: DWCES-32262  
 Chevron ES Contract # CU1117

## Change Order No. 1

<b>Customer Contract Title: Energy Services Contract</b>	<b>Customer Contract No. CU1117</b>
<b>Customer Contract Effective Date: March 31, 2010</b>	<b>Change Order Effective Date: August 2, 2010</b>

Customer Name:	Foothill-DeAnza Community College District
Customer Address:	12345 El Monte Road, Los Altos Hills, California
Phone Number:	650-949-6150
Contact:	Attention: Charles Allen
Job Location:	Foothill College – 12345 El Monte Road, Los Altos Hills, CA

Reason for/Description of Change Order:	<u>Scope of Work:</u> See Attachment A. <u>Contract Amount:</u> \$179,284.00
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<b>Original Contract Amount:</b>	\$6,956,648.00
<b>Prior Change Order(s) Will Add (Deduct):</b>	\$0.00
<b>This Change Order Will Add (Deduct):</b>	\$179,284.00
<b>Revised Contract Amount:</b>	\$7,135,932.00
<b>Original Contract Start Date (Signed):</b>	03/31/10
<b>Original Contract Complete Date:</b>	09/06/10
<b>Revised Contract Complete Date:</b>	10/06/10

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

**FOOTHILL-DEANZA COMMUNITY COLLEGE DISTRICT**

**CHEVRON ENERGY SOLUTIONS COMPANY, a division of Chevron U.S.A. Inc.**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street, 18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator



## Attachment A

### Scope of Work:

Provide all engineering, construction management, project management, equipment to:

- 1) **Peer review of Cleary Geotechnical Report and Engineering Re-design of Array layout to avoid the Monte Vista fault (not on the list of faults considered active by the state). This information was disclosed following execution of the contract.**
- 2) **Mill Run delay due to Monte Vista Fault re-design effort. The re-design effort caused a delay in ordering and subsequent price increase.**
- 3) **Engineer a solution to accommodate existing soil conditions in Lot2/3 which is composed of fill from previous projects. Additional five feet per column, beyond what the soil condition without fill condition would require 7 feet.**
- 4) **Trench and cover with red concrete all 12 kV lines from Inverter 1 location to Point of Connection in the vault across the Loop Road, per College standard.**
- 5) **Furnish and install additional 3-inches cover of  $\frac{3}{4}$ -inch aggregate on all retention areas. Excavate to three foot depth retention areas shown on Sandis color mark-up in green; furnish and install 30-inch curb with #4 rebar, furnish and install perforated pipe and Mirafi fabric wrap to 12-inches and complete fill to within 1-inch of top with  $\frac{3}{4}$ -inch aggregate. All retention areas shall be between the columns per College discussion. Future bioswale areas shown in pink are excluded.**
- 6) **Furnish and install AC curb at spine and stripe according to Sandis plan dated 6/28/2010.**

1

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**CHANGE NO. 1 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 first day of September, 2010, by and between the District, a community college district of the State of California, hereinafter called "District" and Vlaming + Associates (previously Stephen P. Lyons & Assoc. dba Scarth-Lyons hereinafter called "Contractor."

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

1. Services to be performed by Contractor. 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. 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".
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 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. (indicate "none" or describe applicable changes in detail)

The name of the Contractor is hereby changed from Stephen P. Lyons & Associates, Inc. dba Scarth-Lyons & Associates to Vlaming + Associates.

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

**Revised EXHIBIT "A"**

Contract between Foothill-DeAnza Community College District and \_\_\_\_\_,

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)

No change in scope of services.

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

The total contract sum shall not exceed \$56,000.00 (increased from \$36,000.00). No change in hourly rates.

ORIGINAL AGREEMENT AMOUNT \$ 36,000.00  
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ 0.00  
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 20,000 added  
NEW TOTAL AGREEMENT AMOUNT \$ 56,000.00

**Foothill-DeAnza Community College District Change No. 1**  
**To Agreement/Purchase Order No. \_\_\_\_\_**

In any event, the total payment for services of contractor shall not exceed \$ 56,000.00  
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 August 31 20 11.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \$20,00.

### Revision #3 to PAA #F-WRNS-#3A

Revision #3 to Project Authorization Amendment #F-WRNS-#3A dated May 5, 2009 between Foothill-De Anza Community College District and WRNS Studio, LLP for Measure C project 134 – Exterior Signage.

AMENDMENT DATE: August, 23 2010

#### SCOPE OF WORK:

- a. Update Exterior Signage Standards document to incorporate construction changes resulting from project PAA# 134.
- b. Provide design, layout, and construction documents for the “Coming Soon” sign showing future landscape installation at Lot 2/3.

#### COMPENSATION:

Original PAA value including Reimbursables:	\$	39,600.00
Net change in contract value due to this Revision #1:	\$	8,000.00
Net change in contract value due to this Revision #2:	\$	9,360.00
Net change in contract value due to this Revision #3:	\$	<u>6,500.00</u>

New contract value including this amendment and Reimbursables:	\$	63,460.00
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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

Jeff Warner  
Partner  
WRNS Studio

*FOR JEFF WARNER*